



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

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Wednesday, August 09, 2023

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**BOARD OF COMMISSIONERS:**

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

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

**CONTACT:**

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Astoria, OR 97103  
Phone (503) 325-1000  
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[www.co.clatsop.or.us](http://www.co.clatsop.or.us)

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

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You can also dial in using your phone.

1-253-215-8782

Meeting ID: 883 6838 5332

Passcode: 701278

**Public Testimony**

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

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**REGULAR MEETING: 6:00 PM**

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

**FLAG SALUTE**

**ROLL CALL**

**AGENDA APPROVAL**

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

**CONSENT CALENDAR**



- [1.](#) IGA OYA Basic and Diversion {Page 3}
- [2.](#) IGA OYA Individualized Services {Page 39}
- [3.](#) Approval of Contract with Ryder Election Services LLC for printing of election ballots {Page 67}
- [4.](#) Board of Commissioners Minutes 6-14-23 {Page 71}
- [5.](#) Board of Commissioners Minutes 6-28-23 {Page 81}
- [6.](#) Board of Commissioners Minutes 7-12-23 {Page 88}
- [7.](#) Lease Agreement with Joseph Harwager {Page 91}
- [8.](#) Approval of Intergovernmental Agreement with Oregon Department of Justice, Clatsop County, and District Attorney's Office {Page 97}

## **COMMISSIONER'S LIAISON REPORTS**

## **COUNTY MANAGER'S REPORT**

## **BUSINESS AGENDA**

- [9.](#) Knappa School District – ARPA Contribution for Water and Fire Suppression Infrastructure {Page 140}

9a. *\*Relinquish Reversionary Interest on County Property*

## **PUBLIC HEARINGS**

- [10.](#) Ordinance 23-11 Exclusive Farm Use Zone Amendment {Page 146}
- [11.](#) Ordinance 23-12: Geologic Hazards Overlay Amendment {Page 153}

## **GOOD OF THE ORDER**

## **ADJOURNMENT**

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

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Agenda packets also available online at [www.co.clatsop.or.us](http://www.co.clatsop.or.us)

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



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

August 9, 2023

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**Agenda Title:** IGA OYA Basic and Diversion  
**Category:** Consent Calendar  
**Presented By:** Kelly Braaten, Director

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**Issue Before the Commission:** 2023-2025 IGA with OYA for Basic and Diversion funds

**Informational Summary:** This IGA between OYA and Clatsop County covers Basic and Diversion funding for the 2023-2025 biennium. This revenue would offset some costs of Detention Services, Offense Specific treatment and FTE. Clatsop County can submit for reimbursement up to \$181,105.00 for the 2023-2025 biennium.

**Fiscal Impact:** Potential revenue of \$181,105.00 for the 2023-2025 biennium

**Requested Action:**

Authorize County Manager to execute IGA with OYA in the amount of \$181,105.00 for the 2023-2025 biennium.

**Attachment List**

- A. State of Oregon Intergovernmental Agreement, Basic and Diversion Services
- B. Document Return Statement



In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Procurement Unit, at 503-373-7371.

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT  
JUVENILE CRIME PREVENTION BASIC  
SERVICES AND DIVERSION SERVICES**



**Agreement #15068**

This Juvenile Crime Prevention Basic Services and Diversion Services Intergovernmental Agreement (the "Agreement") is between the State of Oregon acting by and through its **Oregon Youth Authority** ("OYA" or "Agency") and **Clatsop County**, a political subdivision of the State of Oregon ("County").

WHEREAS, pursuant to ORS 190.110, ORS 420.019 and ORS 420A.010(6), the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to work together, focusing on the Oregon Benchmark – Preventing and Reducing Juvenile Crime, and to improve collaborative efforts.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

- 1. Effective Date and Duration.** This Agreement shall become effective as of **July 1, 2023**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2025**.
- 2. Consideration.** The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$181,105.00**. Payments shall be in accordance with the requirements in Exhibit E.
- 3. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits

Exhibit A	Definitions
Exhibit B	Terms and Conditions
Exhibit C	Program Requirements
Exhibit D	Provider Requirements
Exhibit E	Funding
Exhibit F	Service Tracking in JJIS
Exhibit G	Service Plan

All exhibits by this reference are hereby made part of this Agreement. Exhibits A-F are attached; Exhibit G is not attached but will be on file with County and OYA.

The parties, by signature of their authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.



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

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

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

**I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.**

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

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

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Facsimile: \_\_\_\_\_

**AGENCY:** STATE OF OREGON, acting by and through its Oregon Youth Authority

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Teri Bledsoe

Mailing Address: 530 Center St. NE, Suite 500  
Salem, Oregon 97301-3740  
Facsimile: (503) 373-7921

Approved as to Legal Sufficiency by the **Attorney General's Office:** (Required if total amount owing under the Agreement, including amendments, exceeds or is likely to exceed \$150,000.00)

By: Susan Amesbury via email Date: 06302023  
Assistant Attorney General

Reviewed and Approved by **OYA Agreement Administrator:**

By: Template approved 06292023 Date: \_\_\_\_\_  
Laura Ward

Reviewed by **OYA Procurement Specialist:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Susanna Ramus



**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT A  
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings.

1. **“Adjudicated youth”** has the meaning set forth in ORS 420.005 and includes “youth offenders” as that term is used in ORS 420.017 and 420.019.
2. **“Administrative Costs”** means Allowable Costs incurred by County or a Provider in administering implementation of the Service Plan, as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
3. **“Agreement”** means this Intergovernmental Agreement between OYA and County.
4. **“Allowable Costs”** means those costs that are reasonable and necessary for delivery of Services in implementation of the Service Plan as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
5. **“Claim”** has the meaning set forth in Section 15 of Exhibit B. As used in Exhibit D, “Claim” has the meaning set forth in Section 1 of Exhibit D.
6. **“Client”** means any individual who receives a Service.
7. **“Close Custody Facility”** for purposes of this Agreement means OYA Youth Correctional Facilities and OYA Transition Programs.
8. **“Community Programs”** means those services and sanctions operated or administered by OYA and provided to delinquent youth outside the Close Custody Facilities. These include, but are not limited to, residential youth programs, certified family resources, individualized services, and other programs developed in accordance with the Service Plan.
9. **“County”** has the meaning set forth in the first paragraph of this Agreement.
10. **“Diversion Funds”** means funds provided under this Agreement for Diversion Services. Diversion Funds are part of the budget of the Oregon Youth Authority.
11. **“Diversion Services”** means services outlined in the Service Plan as defined under ORS 420.017 and 420.019 and OAR 416-410-0030. Diversion Services are community based and operated to divert commitment of youth from OYA Close Custody Facilities.
12. **“Evaluation Costs”** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.
13. **“JCP Basic Services”** or **“Basic Services”** means services outlined in the Service Plan and provided under this Agreement for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for adjudicated youth.
14. **“JCP Basic Services Funds”** means funds provided under this Agreement for JCP Basic Services. JCP Basic Services Funds are part of the budget of the Oregon Youth Authority.
15. **“JJIS”** is the Juvenile Justice Information System administered by OYA under ORS 420A.223.



16. **"OYA"** means the Oregon Youth Authority.
17. **"Provider"** has the meaning set forth in Section 5 of Exhibit B.
18. **"Service"** means any service or group of related services delivered as part of Service Plan implementation.
19. **"Service Plan"** means the County's plan for 2023-2025 JCP Basic and Diversion Services approved by OYA and developed in coordination with the Local Coordinated Comprehensive Plan, the provisions of which are incorporated herein by this reference. The Service Plan includes, by funding source, high level outcomes, services to be provided, and a budgeted amount for each service. Until the Service Plan for 2023-2025 has been developed and approved as described above, the term "Service Plan" has the meaning set forth in Exhibit C, Section 4.
20. **"Supplanting"** means replacing funding County would have otherwise provided to the County Juvenile Department to serve the target populations in this Agreement.
21. **"Target Population for Basic Services"** means youths ages 10 to 17 years of age who have been referred to a County Juvenile Department and who can benefit from services of the County Juvenile Department, including but not limited to, detention, shelter care, treatment services, graduated sanctions, and aftercare, and who have more than one of the following risk factors:
- a. Antisocial behavior;
  - b. Poor family functioning or poor family support;
  - c. Failure in school;
  - d. Substance abuse problems; or
  - e. Negative peer association.
22. **"Target Population for Diversion Services"** means adjudicated youth ages 12 to 18 years of age who have been adjudicated for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facilities.



**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT B  
TERMS AND CONDITIONS**

**1. Payment and Recovery of Funds**

- a. Payment Generally.** Subject to the conditions precedent set forth below, OYA shall pay funds to the County as set forth in Exhibit E for performance of Services under this Agreement on an expense reimbursement basis.
- b. Payment Requests and Notices.** County shall send all payment requests and notices, unless otherwise specified in this Agreement, to OYA.
- c. Conditions Precedent to Payment.** OYA's obligation to pay funds to County under this Agreement is subject to satisfaction, with respect to each payment, of each of the following conditions precedent:
- (i) OYA has received sufficient funding, appropriations and other expenditure authorizations to allow OYA, in the exercise of its reasonable administrative discretion, to make the payment.
  - (ii) No default as described in Section 7 of this Exhibit has occurred.
  - (iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of payment with the same effect as though made on the date of payment.
  - (iv) OYA has received a timely written quarterly expenditure report/payment request from County on a form designated by OYA. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA.
  - (v) OYA has received from County and approved the County's Service Plan for the 2023-2025 biennium and OYA has received from County any Service Plan amendments, as applicable, as described in Exhibit C, Section 6 on or prior to the date of the payment request.
  - (vi) The expenditure report/payment request is received no later than 60 days after the termination or expiration of this Agreement.
- d. Recovery of Funds.** If payments to County by OYA under this Agreement, are made in error or are found by OYA to be excessive under the terms of this Agreement, OYA, after giving written notification to the County shall enter into nonbinding discussions with County within 15 days of the written notification. If, after discussions, the parties agree that payments were made in error or found to be excessive, OYA may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by OYA to recover the amount of the overpayment. If, after discussions, the parties do not agree that the payments were made in error or found to be excessive, the parties may agree to consider further appropriate dispute resolution processes, as provided in Section 29 of this Exhibit B. This Section 1.d. shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.
- (i) Subject to the debt limitations in Article XI, Section 10 of the Oregon Constitution, OYA's right to recover overpayments from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.



- (ii) If the exercise of OYA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- (iii) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OYA.
- (iv) Nothing in this Section 1.d shall require County or OYA to act in violation of state or federal constitutions, statutes, regulations or rules.
- (v) Nothing in this Section 1.d shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

## 2. Representations and Warranties

### a. County represents and warrants as follows:

- (i) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (ii) **Due Authorization.** The making and performance by County of this Agreement (1) has been duly authorized by all necessary action by County and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (iii) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (iv) **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to OYA hereunder or in connection with this Agreement are true and accurate in all materials respects.
- (v) **Services.** The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Service Plan.

### b. OYA represents and warrants as follows:

- (i) **Organization and Authority.** OYA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (ii) **Due Authorization.** The making and performance by OYA of this Agreement (1) has been duly authorized by all necessary action by OYA and (2) does not and will not violate any



provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OYA is a party or by which OYA 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 OYA of this Agreement, other than approval by the Department of Justice if required by law.

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

(iv) **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to County hereunder or in connection with this Agreement are true and accurate in all materials respects.

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

### 3. Expenditure of Funds

County may expend the funds provided to County under this Agreement solely on Allowable Costs necessarily incurred in implementation of the Service Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):

- a. No more than 10% of the aggregate funds paid under this Agreement to County may be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers and subcontractors. This applies to all funds paid pursuant to this Agreement. County shall record Administrative Costs on forms provided by OYA.
- b. County may expend Diversion Services funds and Basic Services funds solely on Diversion Services and Basic Services, respectively.
- c. County may not expend and shall prohibit all Providers from expending on the delivery of any Service, any funds provided to County under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of that Service.
- d. County may not use funds provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to July 1, 2023 or after the termination date of this Agreement.
- e. County shall not use the funds provided to County under this Agreement to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth. County reductions to local funding do not constitute supplanting if the County reductions to local funding are taken proportionately across all County departments.

### 4. Expenditure Reports

County shall submit to OYA, on forms designated by OYA, a quarterly written detail expenditure report on the County's actual expenditures during the prior calendar quarter that are consistent with the Service Plan. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA. County shall retain copies of the expense documentation in accordance with Section 6 of this Exhibit B.



## **5. Provider Contracts**

Except as otherwise expressly provided in the Service Plan, County may contract with a third person or entity (a "Provider") for delivery of a particular Service or portion thereof (a "Provider Contract"). County may permit a Provider to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. The Provider Contract must be in writing and contain all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Provider's performance under the Provider Contract, including but not limited to, all provisions of this Agreement that expressly require County to require Provider's compliance with respect thereto. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OYA upon request.

## **6. Records Maintenance, Access, and Confidentiality**

- a.** County shall maintain, and require all Providers to maintain, all fiscal records relating to this Agreement and any Provider Contract, as applicable, in accordance with generally accepted accounting principles. In addition, County shall maintain, and require all Providers to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each Provider's performance. County acknowledges and agrees that OYA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of any audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- b.** Unless otherwise required by law, the use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's Providers and their employees and agents of any information concerning a recipient of Services provided under the applicable Provider Contracts, for any purpose not directly connected with the administration of the County's or Provider's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its Providers to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of Client records.
- c.** OYA shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.
- d.** County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.



## 7. County Default

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

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Service Plan;
- b. Any representation, warranty or statement made by County herein or in any documents or reports made by County in connection herewith that are reasonably relied upon by OYA to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;
- c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

## 8. OYA Default

OYA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. OYA 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 OYA herein or in any documents or reports made by OYA in connection herewith that are reasonably relied upon by County to measure performance by OYA is untrue in any material respect when made.

## 9. Termination

- a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to provide services under this Agreement for Diversion Services or Basic Services, individually:
  - (i) For its convenience, upon 90 days advance written notice to OYA.
  - (ii) Upon 30 days advance written notice to OYA, if OYA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.



- (iii) Upon 45 days advance written notice to OYA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.
  - (iv) Immediately upon written notice to OYA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.
- b. OYA Termination.** OYA may terminate this Agreement in its entirety or may terminate its obligation to provide funds under this Agreement for Diversion Services or Basic Services, individually:
- (i) Upon 90 days advance written notice to County, if OYA determines, in its sole discretion, to end all or any portion of the funds to County under this Agreement.
  - (ii) Upon 45 days advance written notice to County, if OYA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of OYA's reasonable administrative discretion, to meet the payment obligations of OYA under this Agreement.
  - (iii) Immediately upon written notice to County if Oregon or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OYA does not have the authority to meet its obligations under this Agreement or no longer has the authority to provide the funds from the funding source it had planned to use.
  - (iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OYA may specify in the notice.
  - (v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular group of Services (Diversion or Basic) impacted by loss of necessary licensure or certification.
  - (vi) Immediately upon written notice to County, if OYA determines that County or any of its Providers have or may have endangered, or are or may be endangering the health or safety of a Client or others.

## 10. Effect of Termination

- a. Entire Agreement.** Upon termination of this Agreement in its entirety, OYA shall have no further obligation to pay funds to County under this Agreement, whether or not OYA has paid to County all funds described in Exhibit E. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.
- b. Individual Funding Source.** Upon termination of OYA's obligation to provide funding under this Agreement for Services in a particular area (Diversion or Basic), OYA shall have no further obligation to pay or disburse any funds to County under this Agreement for Services in that



area. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.

- c. **Survival.** Notwithstanding subsections (a) through (b) above, exercise of the termination rights in Section 9 of this Exhibit B or expiration of this Agreement in accordance with its terms, shall not affect County's or OYA's obligations under this Agreement or OYA's or County's right to enforce this Agreement against County or OYA in accordance with its terms, with respect to funds actually received by County under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 9 of this Exhibit B or expiration of this Agreement shall not affect either party's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, contribution obligations, indemnity obligations, governing law and consent to jurisdiction, assignments and successors in interest, Provider Contract obligations, Provider insurance obligations, ownership of intellectual property obligations, OYA's spending authority, the restrictions and limitations on County's expenditure of funds actually received by County hereunder, or OYA's right to recover from County, in accordance with the terms of this Agreement, any funds paid to County that are identified by OYA as an overpayment. If a termination right set forth in Section 9 of this Exhibit B is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

#### **11. Unilateral Modification**

If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement, in proportion to the increase or decrease in the appropriation or allotment, provided that OYA increases or decreases, in the same proportion, the funds awarded to all other counties under similar agreements. In such a circumstance, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement (or portion thereof as provided in Section 9 of this Exhibit B) as a result of a reduction in appropriations or allotments. This Section 11 is not applicable to any funding change that requires a different or new service to be provided. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to OYA for approval in a format and timeline prescribed by OYA. Such Service Plan shall be effective no sooner than the effective date of the funding change.

#### **12. Notice**

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to County or OYA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery to the recipient's e-mail system. Any communication or notice given by personal delivery shall be effective when actually delivered.

To Agency: Sandra Santos  
Oregon Youth Authority  
530 Center St. NE, Suite 500



Salem, Oregon 97301-3765  
Voice: (503)-779-3938  
Facsimile: (503) 373-7921  
E-mail: sandra.santos@oya.oregon.gov

To County: Kelly Braaten  
Clatsop County  
800 Exchange St, Ste 200  
Astoria, OR 97103  
Voice: (503)325-8601  
Facsimile: (503)338-3648  
E-Mail: kbraaten@clatsopcounty.gov

The supervising representatives of the parties for purposes of this Agreement are indicated above.

Should a change in the Agency's or County's representative become necessary, Agency or County will notify the other party of such change in writing. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.

### **13. Severability**

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

### **14. Counterparts**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

### **15. Governing Law, Consent to Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

### **16. Compliance with Applicable Law**

Both parties shall comply and County shall require all Providers to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, the parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in



Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; (x) all state laws requiring reporting of Client abuse; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OYA, 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. County shall require that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

#### **17. Assignments, Successors in Interest**

- a. County shall not assign, delegate, or transfer its interest in this Agreement without prior written approval of OYA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OYA may deem necessary. No approval by OYA of any assignment or transfer of interest shall be deemed to create any obligation of OYA in addition to those set forth in the Agreement.
- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

#### **18. No Third Party Beneficiaries**

OYA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that OYA and County's performance under this Agreement is solely for the benefit of OYA and the County to assist and enable OYA and the County to accomplish their respective missions. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

#### **19. Integration and Waiver**

This Agreement, including all of its 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 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. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

#### **20. Amendment**

No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties except as provided in Section 11 of this Exhibit B and Sections 4.a and 6.d of Exhibit C, and in any event no amendment, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

#### **21. Headings**

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

#### **22. Construction**



The provisions in this Agreement are the product of extensive negotiations between the State of Oregon and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

### **23. Contribution**

- a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligations under this Section with respect to the Third Party Claim.
- b. With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- c. With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

### **24. Limitation of Liabilities**

EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO SECTION 23 OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

### **25. Ownership of Intellectual Property**



- a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 25.a(i) on OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 25a(i).
- b. If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OYA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OYA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law or otherwise requested by OYA.

## 26. Force Majeure

Neither OYA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes or war which is beyond the reasonable control of OYA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

## 27. HIPAA Compliance

To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time and the federal regulations implementing the Act (collectively referred to as HIPAA). County shall comply and require all Providers to comply with the following:

- a. **Privacy and Security of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OYA for purposes directly related to the provision of Services. However, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.
- b. **Consultation and Testing.** If County reasonably believes that County's delivery of Services under this Agreement may result in a violation of HIPAA requirements, County shall promptly consult with OYA.

## 28. Criminal History Checks. The County shall ensure that any person having direct contact with OYA adjudicated youth under this Agreement has passed a criminal history check and meets the OYA's



criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 before the person provides unsupervised services under this Agreement.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards when having direct contact with OYA adjudicated youth under this Agreement. Any person that has failed a criminal history check as set forth in OAR 416-800-0000 to 416-800-0095 is prohibited from providing services under this Agreement to OYA youth offenders.

- 29. Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.



**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT C  
PROGRAM REQUIREMENTS**

**1. Outcomes**

County shall develop and implement its Service Plan for Juvenile Crime Prevention Basic Services and Diversion Services with the goal of achieving the following high level outcomes:

- a. Reduction of juvenile recidivism.
- b. Reduction or maintenance in the use of beds in OYA's Close Custody Facilities.
- c. Equitable service delivery.

**2. JCP Basic Services Target Population and Funded Services.** County shall target its Basic Services to the Target Population for Basic Services.

- a. JCP Basic Services Target Population are youths 10 to 17 years of age who have been referred to a County Juvenile Department and have more than one of the following risk factors:
  - (i) Antisocial behavior.
  - (ii) Poor family functioning or poor family support.
  - (iii) Failure in school.
  - (iv) Substance abuse problems.
  - (v) Negative peer associations.
- b. JCP Basic Services funds provide primary County Juvenile Department services and sanctions that prevent the highest risk local adjudicated youth from re-offending in the community, including but not limited to, detention, shelter, treatment services, graduated sanctions, and aftercare.

**3. Diversion Services Target Population and Funded Services.** County shall target its Diversion Services to the Target Population for Diversion Services.

- a. Diversion Target Population are youths 12 to 18 years of age who have been adjudicated for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facility.
- b. Diversion funds provide specialized services that prevent the highest risk local adjudicated youth from being committed to OYA Close Custody Facilities. The services may include, but not be limited to, the following:
  - (i) Detention and shelter services to the extent that they divert the target population from commitment to OYA Close Custody.
  - (ii) Youth-specific treatment, including substance abuse treatment, sex offender treatment, family-based treatment services, gang intervention services, mental health treatment, and other services.

**4. Service Plan**

- a. **Service Plan Submission.** County shall submit a written JCP Basic Services and Diversion Services Plan in a format and within the timeline prescribed by OYA. County and OYA shall work in good faith to modify the draft Service Plan so that it is acceptable to both parties and approved by OYA. Upon agreement, County shall implement Services according to the agreed-upon Service Plan. The Service Plan on file with OYA on the effective date of this Agreement is the Service Plan for the 2021-2023 biennium. Until the Service Plan for the 2023-2025



biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2021-2023 biennium shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2023-2025 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2023-2025 biennium and be incorporated into and be a part of this Agreement in accordance with Section 3 of this Agreement, without any further action on the part of the parties.

(i) The Service Plan shall include a budgeted amount for each service which will be the basis for the quarterly invoicing on OYA's prescribed format for Expenditure Reporting/Request For Payment as described in Exhibit B, Section 4.

(ii) All funded services under the Service Plan must focus on supporting the high level outcomes in Section 1 of this Exhibit C.

**b. Service Plan Implementation.** County shall implement, or through Providers shall require to be implemented, the JCP Basic Services and Diversion Services portions of the Service Plan as developed in 4.a. of this Section.

**c. Evidence-Based Services and Programs.** County shall work with OYA to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness. County shall work with OYA to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit to OYA such reports on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by OYA.

**d. Equitable Service Delivery.** In order to ensure the programs and services that are funded under this Agreement are delivered equitably, and that they meet the state's goals and objectives for the provision of juvenile justice services, County shall provide OYA with the following:

(i) JCP Basic and Diversion Narrative Plan report, once per biennium, by July 15, 2023. The Narrative Plan report shall be on an OYA provided template and shall include:

- An overview of County data in order to convey the demand on services at the County level, the youth populations that are at risk of coming to OYA;
- A description of the services that the County anticipates needing during the 2023-2025 biennium in order to address the needs of diverse youth in the County; and
- Additional County level information about what is historically working, what is not working, and where there may be gaps in local services.

(ii) A completed JCP assessment for youth with a Formal Accountability Agreement (FAA) or higher disposition, due 90 days pre-disposition or 30 days post-disposition.

## 5. Cultural Competency

County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

## 6. Amendment to Service Plan

All amendments to the Service Plan shall be in a format prescribed by OYA. County must obtain OYA approval for any amendment that makes any significant change in the Service Plan. A significant change in the Service Plan includes but is not limited to any funding change in the categories of services outlined in the Service Plan. For the purposes of this Section 6, JCP Basic Services and



Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Service Plan:

- a. The Service Plan budget may be amended to change allocations between JCP Basic Services and Diversion Services or categories of services within a funding source while staying within the not-to-exceed Grand Total listed in Exhibit E.
- b. County shall submit to OYA for review and approval any change(s) to the Service Plan budget aggregating 10% or greater of the total original budget for either of the funding sources listed in Exhibit E, counting the requested change and all previous changes to the Service Plan budget. Any such change(s) will not be effective without OYA's prior written approval.
- c. County shall submit written notification to OYA for any change(s) to the Service Plan budget aggregating less than 10% of the total original budget for either of the funding sources listed in Exhibit E, counting the requested change and all previous changes to the Service Plan budget. This notification shall contain the substance of the change(s) and will be reviewed by OYA.
- d. All changes to the Service Plan budget which comply with Sections 6.a and 6.b, or that comply with Sections 6.a and 6.c, shall be on file with OYA and shall become a part of the Service Plan and this Agreement from the effective date of the budget amendment without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Service Plan budget amendment is the date the Service Plan budget amendment is approved or notification is received by OYA, as applicable.

#### **7. Grievance System**

During the term of this Agreement, County shall establish and operate a system through which Clients receiving Services, and the Clients' parents or guardians, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular Client, County shall advise the Client and the parents or guardian of the Client of the existence of this grievance system. County shall notify OYA of all unresolved grievances.

#### **8. Reporting and Documentation**

- a. During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, as defined by JJIS policy, Exhibit F "Service Tracking in JJIS" as it may be from time to time amended, or by service extracts, for progress in achieving the high level outcomes. This information provision requirement also applies to providing information on funded services not tracked in JJIS.
- b. In addition to the other reporting requirement of this Agreement, during the term of this Agreement, the County shall ensure that all OYA required data fields are entered into JJIS, unless a different process is approved by OYA.
- c. If the County fails to meet any of the reporting requirements, OYA may conduct a performance review of the County's efforts under the Service Plan in order to identify ways in which the Service Plan may be improved. If, upon review, OYA determines that there are reasonable grounds to believe that County is not in substantial compliance with the Service Plan or this Agreement, OYA may notify the County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any OYA right arising out of County's default, as described in Exhibit B.

#### **9. Youth Specific Reporting and Required Documentation**

- a. For all youth from County committed to OYA for community placement or placement in a Close Custody Facility during the term of this Agreement, the County must provide the following to OYA at the time of commitment:



- (i) A reformation plan or case plan that has been approved by OYA. County shall ensure that the reformation plan or case plan accompanies the youth from the County at the time of commitment to OYA for community placement or placement in a Close Custody Facility.
  - (ii) Risk data derived from either a JCP Risk Screen tool or the OYA Risk/Needs Assessment tool.
  - (iii) Documentation of any mental health treatment;
  - (iv) Past and current prescribed psychotropic medication history;
  - (v) Past and existing suicidal ideation and behaviors;
  - (vi) All other information known to the County of behaviors that may be a risk of harm to adjudicated youth or others;
  - (vii) Documentation of any medical information or developmental disability that might affect adjudicated youth's ability to participate in activities or treatment.
- b. County shall enter all youth specific service data in JJIS that is required for tracking services under this Agreement.

#### **10. Other Agreement Requirements**

- a. At a minimum, the County shall ensure the following processes are available to support the Service Plan:
- (i) Disposition of parole violations;
  - (ii) Community Programs;
  - (iii) Plan for providing detention back-up and back up to Community Programs;
  - (iv) A process for making Close Custody Facility placement recommendations in accordance with the Diversion Services portion of the Service Plan;
  - (v) Preliminary revocation hearings in the community to determine whether probable cause exists to believe parole has been violated and, if so, whether parole should be revoked or whether intermediate sanctions are appropriate. County shall provide the hearing report to the designated OYA representative immediately after the hearing concludes. County shall ensure that the hearings are conducted in accordance with OAR 416-300-0000 et seq. and other applicable state and federal law.



**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT D  
PROVIDER REQUIREMENTS**

**1. Indemnification by Providers**

County shall take all reasonable steps to cause its Provider(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's Provider or any of the officers, agents, employees or subcontractors of the Provider ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims.

**2. Provider Insurance Requirements**

**A. GENERAL**

County shall require its first tier Provider(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"), and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Provider Contracts permitting it to enforce Provider 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 Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a Provider with which the County directly enters into a contract. It does not include a subcontractor with which the Provider enters into a contract.

If Provider maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement Exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Provider.

**B. TYPES AND AMOUNTS**

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**



All employers, including Provider, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Provider shall require and ensure that each of its subcontractors complies with these requirements. If Provider is a subject employer, as defined in ORS 656.023, Provider shall also obtain employers' liability insurance coverage with limits not less than **\$500,000.00** each accident. If Provider is an employer subject to any other state's workers' compensation law, Provider shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than **\$500,000.00** and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Provider shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than **\$5,000,000.00** and/or the Longshoremen's and Harbor Workers' Compensation Act.

#### COMMERCIAL GENERAL LIABILITY

☒ **Required**    ☐ **Not required**

Provider shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

#### AUTOMOBILE LIABILITY INSURANCE

☒ **Required**    ☐ **Not required**

Provider shall provide Automobile Liability Insurance covering Provider's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

#### PROFESSIONAL LIABILITY

☒ **Required**    ☐ **Not required**

Provider shall provide Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Provider and Provider's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim and not less than \$2,000,000.00 annual aggregate limit. If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or



the Provider and Provider's subcontractors shall provide continuous claims made coverage as stated below.

#### PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

☒ **Required**     ☐ **Not required**

Provider shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the Agency covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Provider is responsible including but not limited to Provider and Provider's employees and volunteers. Policy endorsement's definition of an insured shall include the Provider, and the Provider's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$3,000,000.00 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

#### EXCESS/UMBRELLA INSURANCE

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

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

#### ADDITIONAL COVERAGE REQUIREMENTS

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

#### ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under the Provider Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with



respect to Provider's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

#### WAIVER OF SUBROGATION:

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

#### CONTINUOUS CLAIMS MADE 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, then Provider shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- (i) Provider's completion and Agency's acceptance of all Services required under this Agreement, or
- (ii) Agency or Provider termination of this Agreement, or
- (iii) The expiration of all warranty periods provided under this Agreement.

#### CERTIFICATE(S) AND PROOF OF INSURANCE

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

#### NOTICE OF CHANGE OR CANCELLATION

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

#### INSURANCE REQUIREMENT REVIEW

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



#### STATE ACCEPTANCE

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



**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT E  
FUNDING**




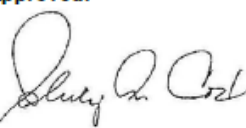
<b>SERVICE</b>	<b>TOTAL</b>
DIVERSION	\$83,143.00
JCP BASIC	\$97,962.00
<b>GRAND TOTAL</b>	<b>\$181,105.00</b>

The amounts indicated as the Grand Total above represents the maximum amount that OYA may pay to County under this Agreement. This amount is not a firm, fixed amount unconditionally guaranteed to be provided to County, but is a not-to-exceed amount expected to be available for allowable payments to County for performing the Services set forth in the Service Plan and other provisions of this Agreement. The specific amounts allocated for Diversion Services and JCP Basic Services above are not firm, fixed amounts, but are subject to change as provided in Sections 11 and 20 of Exhibit B and Section 6 of Exhibit C. Changes to the amounts allocated for Diversion Services and JCP Basic Services made pursuant to Section 6 of Exhibit C shall not alter the not-to-exceed amount of the Grand Total listed above.



## EXHIBIT F – SERVICE TRACKING IN JJIS

This Policy Statement “Service Tracking in JJIS” may be updated from time to time. County is responsible for checking OYA’s Public website at <http://www.jjis.state.or.us/policy/servicetracking.htm> for the most current version. Below is an example of the Policy Statement current as of the date of this Agreement. Any additional forms listed within the example can be accessed by accessing the website listed above and following the associated links.

		<b>Oregon Juvenile Justice Information System</b>		
		<b>Policy Statement</b>		
<b>Service Tracking in JJIS</b>				
<b>Approved:</b>  Philip Cox, Co-Chair JJIS Steering Committee		<b>Effective Date:</b>	1/16/2013	
		<b>JJIS Steering Committee Approval:</b>	12/19/2012	
		<b>JJIS Policy &amp; Standards Committee Approval:</b>	8/22/2012	
		<b>Supersedes:</b>		
<b>REFERENCE:</b>				

<b><u>PURPOSE:</u></b>	<ul style="list-style-type: none"><li>• To provide a standard for consistency in tracking services in JJIS;</li><li>• To provide a threshold for a view of current juvenile justice practice;</li><li>• To provide a foundation to compare trends in key service areas over time; and</li><li>• To establish a foundation to develop capacity to measure results based on evidence</li></ul>
<b><u>DEFINITIONS:</u></b>	Services are classified in JJIS according to Program Type as described below. Services are organized activities or programs designed to hold youth accountable for behavior or provide treatment, skills and capacities to change behavior.

Program Type	Definition
Accountability	Services designed to provide a consequence or an accountability experience for a youth. Examples include extended detention, community service, and restitution. Includes services designed to provide alternative service coordination for accountability experiences such as Sanction Court, Peer Court and Youth Court.
Competency Development	
Educational	Elementary and secondary education programs and services designed to assist a youth in obtaining either a high school diploma or a GED.
Independent Living	Services designed to assist a youth transition into independent living.





Program Type	Definition
<b>Skill Development – Non-Residential</b>	Non-residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
<b>Skill Development – Residential</b>	Residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
<b>Therapeutic Foster Care</b>	Foster care in homes with foster parents who have been trained to provide a structured environment that supports youth's learning social and emotional skills.
<b>Vocational</b>	Services to teach basic vocational skills, career exploration, skills and vocational assessment, vocational training, work experience, work readiness and life skills related to maintaining employment.
<b>Family</b>	
<b>Family Counseling</b>	General family counseling services.
<b>Family Education</b>	Family & Parent Training and Education services. This category excludes family mental health programs and multi-dimensional family services like Family Counseling, Multi-Systemic Therapy & Functional Family Therapy.
<b>Functional Family Therapy</b>	Empirically based family intervention services for youth and their families, including youth with problems such as conduct disorder, violent acting-out, and substance abuse. Service is conducted both in clinic settings as an outpatient therapy and as a home-based model
<b>Multi-Systemic Therapy</b>	Empirically based family intervention service for youth and their families that works on multi-systems within the family and extended family structure.
<b>Fire Setter</b>	
<b>Fire Setter – Non-Residential</b>	Non-residential treatment services for youth with inappropriate or dangerous use of fire.
<b>Fire Setter – Residential</b>	Residential treatment services for youth with inappropriate or dangerous use of fire.





Program Type	Definition
<b>Gang</b>	
<b>Gang – Non-Residential</b>	Non-residential services designed to address juvenile gang related behavior, membership and affiliation.
<b>Gang – Residential</b>	Residential services designed to address juvenile gang related behavior membership and affiliation.
<b>Mental Health</b>	
<b>Mental Health – Non-Residential</b>	Non-residential and aftercare services designed to treat specific DSM-IV Mental Health diagnoses.
<b>Mental Health – Residential</b>	Residential services designed to treat specific DS-MIV Mental Health diagnoses.
<b>Co-Occurring</b>	
<b>Co-Occurring – Non-Residential</b>	Non-residential and aftercare services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
<b>Co-Occurring – Residential</b>	Residential services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
<b>Sex Offender</b>	
<b>Sex Offender – Non-Residential</b>	Non-residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
<b>Sex Offender – Residential</b>	Residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
<b>Substance Abuse</b>	
<b>Substance Abuse - Non-Residential</b>	Non-residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency. Interventions include Drug Courts, DUI Impact Panels, Substance Abuse Education and Support Groups and Outpatient Treatment or after care.
<b>Substance Abuse - Residential</b>	Residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency.





Other Youth Services	
<b>Drug Court</b>	Specialized courts designed to handle cases involving substance abuse where the judiciary, prosecution, defense, probation, law enforcement, mental health, social service and treatment communities work together to break the cycle of addiction. Offenders agree to take part in treatment, regular drug screenings, and regular reporting to the drug court judge.
<b>Mentoring</b>	Services foster a relationship over a prolonged period of time between a youth and older, caring, more experienced individuals who provide help to the younger person to support healthy development.
<b>Other – Residential</b>	Residential services which are unable to be categorized with any of the existing categories.
<b>Other – Youth Services</b>	Other services which are unable to be categorized with any of the existing categories.
<b>Victim Related</b>	Services other than Restitution or Community Service that assist youth in developing empathy for victims of their crimes and provide opportunities to repair harm. Interventions in this category include Victim Impact Panels, Victim Offender Mediation.
<b>Wrap Around</b>	Planning process designed to create individualized plans to meet the needs of children and their families by utilizing their strengths. The exact services vary and are provided through teams that link children, families and foster parents and their support networks with child welfare, health, mental health, educational and juvenile justice service providers to develop and implement comprehensive service and support plans.
<b>Assessment</b>	Assessments and evaluations performed to help identify the need for specialized services.
<b>Foster Care</b>	Foster care
<b>Medical</b>	Medical services such as medication management, routine physicals and dental exams, tattoo removal services and other medical care.



**POLICY:**

Tracking and reporting on services provided to youth by Oregon's juvenile justice system provides a view of current juvenile justice practice, creates a preliminary framework to develop means of analyzing results in the future, and moves the juvenile system toward evidence-based practices.

**Tracking****Required Tracking**

All youth specific competency development, treatment services, and designated youth services funded with state Prevention, Basic, and Diversion funds and all OYA paid services in the following Program Types will be tracked in JJIS:

- Competency Development
  - Educational
  - Independent Living
  - Skill Development – Non-Residential
  - Skill Development – Residential
  - Therapeutic Foster Care
  - Vocational
- Family
  - Family Counseling
  - Family Education
  - Functional Family Therapy
  - Multi-Systemic Therapy
- Fire Setter
  - Fire Setter – Non-Residential
  - Fire Setter – Residential
- Gang
  - Gang – Non-Residential
  - Gang – Residential
- Mental Health
  - Mental Health – Non- Residential
  - Mental Health – Residential
- Co-Occurring
  - Co-Occurring – Non-Residential
  - Co-Occurring – Residential
- Sex Offender





	<ul style="list-style-type: none"> <li>○ Sex Offender – Non-Residential</li> <li>○ Sex Offender – Residential</li> <li>• Substance Abuse <ul style="list-style-type: none"> <li>○ Substance Abuse - Non-Residential</li> <li>○ Substance Abuse - Residential</li> </ul> </li> <li>• Other Youth Specific Services <ul style="list-style-type: none"> <li>○ Drug Court</li> <li>○ Mentoring</li> <li>○ Other Residential</li> <li>○ Other Youth Services</li> <li>○ Victim Related</li> <li>○ Wrap Around</li> </ul> </li> </ul> <p>At a minimum, the Service Start Date, End Date and Completion Status will be tracked consistent with local policy, using at least one of three JJIS features:</p> <ul style="list-style-type: none"> <li>○ Services</li> <li>○ Case Plan Interventions</li> <li>○ Programs attached to Conditions</li> </ul> <p>In the event that multiple features have been used to track the same program with overlapping dates, JJIS will create a summary Service Episode record for reporting.</p> <p>Services tracked in other JJIS features, such as Population Groups, will not be recognized in reports designed to analyze service records because the data will not be standardized with appropriate reporting attributes.</p> <p>Unless otherwise approved to provide a comparable data file to include with reports, only those services tracked in one of the three approved features will be recognized in statewide JJIS reports. The annual published report will include only accountability, competency development, and treatment services.</p> <p>Subject to local policy, service dosage, attendance, and participation may be tracked using the Attendance Tracking feature.</p> <p><b><u>Optional Tracking</u></b></p> <p>Service tracking is not required for the following basic and infrastructure services, but may be tracked according to local protocol.</p> <ul style="list-style-type: none"> <li>• Accountability services designed to provide a consequence or an accountability experience for a youth. <ul style="list-style-type: none"> <li>○ Community Service</li> <li>○ Work Crews</li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>○ Restitution Programs</li> <li>• Accountability services designed to provide alternative service coordination for accountability experiences <ul style="list-style-type: none"> <li>○ Sanction Court</li> <li>○ Peer Court</li> <li>○ Youth Court</li> </ul> </li> <li>• Basic and Intensive supervision; offense specific caseloads; intensive monitoring</li> <li>• * Basic pre-adjudicatory detention, detention sanctions, extended detention, and basic shelter care</li> </ul> <p>* Detention and shelter based treatment programs may be tracked as service separate from the custody episode.</p> <p><b><u>Non-trackable Services</u></b></p> <ul style="list-style-type: none"> <li>• Other Basic Services <ul style="list-style-type: none"> <li>○ Assessments and Evaluations.</li> <li>○ Medical Services</li> <li>○ Activity Fees</li> <li>○ Clothing Vouchers</li> <li>○ Education (including GED Testing and Tutoring)</li> <li>○ Electronic Monitoring &amp; Tracking</li> <li>○ Medication</li> <li>○ **Polygraphs</li> <li>○ School Liaison Counselor</li> <li>○ Service Coordination</li> <li>○ Translation Services</li> <li>○ Transportation &amp; Gas Voucher</li> <li>○ **UA's.</li> </ul> </li> </ul> <p>** Polygraphs and UA's results may be tracked in Conditions.</p> <p><b><u>Monitoring Data Integrity</u></b></p> <p><b>Monitor Administrative - Set Up</b></p> <p>OYA and county juvenile departments will review the providers and programs set up in JJIS at least annually to assure proper Program Type classification, accurate visibility to users in the drop down lists, and other optional reporting attributes. OYA and counties share provider and programs and it is essential that these attributes be set up correctly in order to assure accurate reporting.</p>
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	<p>Counties programs also have a funding reporting attribute called Report Option – which identifies how a program is funded for a particular county during a specified date range. This is the only attribute that provides the opportunity to report on programs funded with state Diversion, Basic, and Prevention dollars and must be maintained. Counties are responsible to assure their Report Options are accurate.</p> <p>OYA's Diversion Specialist will facilitate an annual audit of county programs in JJIS to assure consistency with the annual Diversion and Basic plans, and will provide a copy of the annual inventory to the state office responsible for administering state Prevention funds to assure consistency with the Prevention plans.</p> <p>JJIS Report 562 – Active Program Report Options and Visibility can be used to monitor the administrative set up for a specific office.</p> <ul style="list-style-type: none"> <li>• <a href="http://www.jjis.state.or.us/reports/details/detail00562.htm">http://www.jjis.state.or.us/reports/details/detail00562.htm</a></li> </ul> <p><b>Monitor Service Tracking</b></p> <p>A variety of reports have been developed to monitoring tracking throughout the year. Offices will use these reports to assure that services intended to be tracked are tracked.</p> <p>Data provided via a data file, instead of recorded in JJIS, will be included in these reports only if the data file has been submitted to the OYA Information System Reports team prior to the scheduling of the report in the format and within the timeline established by team.</p> <p>JJIS Report 363 – Program History Summary Extract - can be used to monitor service tracking data entry. This data extract can be scheduled for active during a date range, started during a date range, or ended during a date range for a specific reporting category and for a specific agency.</p> <ul style="list-style-type: none"> <li>• <a href="http://www.jjis.state.or.us/reports/details/detail00363.htm">http://www.jjis.state.or.us/reports/details/detail00363.htm</a></li> </ul> <p><b>Attendance Tracking</b></p> <p>JJIS maintains a comprehensive Attendance Tracking feature to provide a way to document youth attendance and progress in a number of defined program sessions, and can be used to document group and individual treatment sessions. Offices will implement this feature subject to local policy. Offices that implement this feature are responsible to maintain the Program Course Definitions that are required to manage its use.</p>
<p><b><u>PROCEDURES:</u></b></p>	<p><b>Tracking Services</b></p> <ol style="list-style-type: none"> <li>1. Determine which JJIS feature the office will use to track services:             <ul style="list-style-type: none"> <li>○ Services</li> <li>○ Case Plan Interventions</li> </ul> </li> </ol>





	<ul style="list-style-type: none"> <li>○ Programs on Conditions</li> </ul> <ol style="list-style-type: none"> <li>2. Determine when service will be tracked in JJIS – when service is opened, when service is closed, when case is closed. Services tracked when the case is closed might be excluded from reports.</li> <li>3. Determine local protocol for who will enter the services.</li> <li>4. Train staff on local policy and protocol.</li> </ol> <p><b>Maintaining Provider/Programs in JJIS</b></p> <ol style="list-style-type: none"> <li>1. Conduct an annual inventory of Providers and Programs in JJIS.</li> <li>2. Verify the program is still active for the office and other reporting attributes.</li> <li>3. Submit changes to the JJIS Help Desk via the appropriate Provider/Program Request Form. Requests for new programs and requests to inactivate or remove visibility from a program must be initiated with the form.</li> </ol> <p><b>Maintaining Attendance Tracking Course Definitions</b></p> <ol style="list-style-type: none"> <li>1. Conduct an annual inventory of active Course Definitions in JJIS.</li> <li>2. Verify the course and course definitions are still active for the office.</li> <li>3. Submit requests for new program course descriptions or changes to existing descriptions to the JJIS Help Desk the appropriate Provider/Program Request Form. Requests to inactivate an existing course description may be submitted by an authorized representative from your office to the JJIS Help Desk by email.</li> </ol>
<b>FORMS:</b>	<ul style="list-style-type: none"> <li>• <a href="#">OYA Provider Program and Course Definition Request Form (YA 1751)</a></li> <li>• <a href="#">JJIS Form 10a and 10b Instructions</a></li> <li>• <a href="#">JJIS Form 10a – County Provider Program Request Form (new program)</a></li> <li>• <a href="#">JJIS Form 10b – County Program Form</a> (mass entry/annual review)</li> </ul>



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

August 9, 2023

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**Agenda Title:** IGA OYA Individualized services  
**Category:** Consent Calendar  
**Presented By:** Kelly Braaten, Director

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**Issue Before the Commission:** 2023-2025 IGA with OYA for flex funds

**Informational Summary:** This IGA between OYA and Clatsop County is for individualized services i.e. flex funds. These funds are to be used for individualized services for youth who are at risk of escalating to commitment to the Oregon Youth Authority. Clatsop County can submit for reimbursement up to \$6586.00 for the 2023-2025 biennium.

**Fiscal Impact:** Potential revenue of \$6586.00 for the 2023-2025 biennium

### **Requested Action:**

Authorize County Manager to execute IGA with OYA in the amount of \$6586.00 for the 2023-2025 biennium.

### **Attachment List**

- A. State of Oregon Intergovernmental Agreement for Individualized Services
- B. Document Return Statement



**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT  
INDIVIDUALIZED SERVICES**



**Agreement # 15031**

This Agreement is between the State of Oregon, acting by and through its **Oregon Youth Authority**, hereafter called "OYA" or "Agency", and **Clatsop County**, hereafter called "County", both individually without distinction as "Party" and collectively as the "Parties."

Agency's **Agreement Administrator** for this Agreement is:

Laura Ward

Phone Number: (971) 301-1138

Address: 530 Center St NE, Suite 500, Salem, Oregon 97301

**1. Effective Date and Duration.** Upon receipt of all required approvals and execution by all parties, this Agreement shall be effective **July 1, 2023**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Agency accepts County's completed performance or on **June 30, 2025**, whichever date occurs first. Agreement termination shall not extinguish or prejudice Agency's right to enforce this Agreement with respect to any default by County that has not been cured.

**2. Statement of Work.** County shall perform the work (the "Work" or "Service") as set forth in the Statement of Work, which includes the delivery schedule for such Work, and that is attached hereto as Exhibit A. County shall perform the Work in accordance with the terms and conditions of this Agreement.

**3. Consideration**

a. The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$6,586.00**. Agency will not pay County any amount in excess of the not-to-exceed compensation of this Agreement for completing the Work, and will not pay for Work performed before the date this Agreement becomes effective or after the termination of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before County performs Work subject to the amendment.

b. Interim payments to County shall be subject to ORS 293.462, and shall be made in accordance with the payment schedule and requirements in Exhibit A.

c. Agency will pay only for completed Work that is accepted by Agency.

**4. Documents.** This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, Exhibit A (the Statement of Work), Exhibit B (Subcontractor Requirements) and Exhibit C (Service Tracking in JJIS). Exhibit A, B and C are attached hereto and incorporated herein by this reference.

**5. Independent Contractor; Responsibility for Taxes and Withholding**

a. County shall perform all Work as an independent contractor. The Agency reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, the Agency may not and will not control the means or manner of County's performance. County is responsible for determining the appropriate means and manner of performing the Work.

b. If County is currently performing work for the State of Oregon or the federal government, County by signature to this Agreement, represents and warrants that: County's Work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS 244 and no statutes, rules or regulations of the state or federal agency for which County currently performs work would prohibit County's Work under this Agreement.

c. The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an "officer", "employee", or "agent" of the Agency, as those terms are used in ORS 30.265 or otherwise.

d. County shall be responsible for all federal or state taxes applicable to compensation or payments paid to County under this Agreement and, unless County is subject to backup withholding, Agency will not withhold from such compensation



or payments any amount(s) to cover County's federal or state tax obligations. County is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to County under this Agreement, except as a self-employed individual.

## **6. Subcontracts, Successors, and Assignments**

**a.** County may contract with a third person or entity (a "Subcontractor") for delivery of a particular Service or portion thereof (a "Subcontract"). County may permit a Subcontractor to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Subcontractors for purposes of this Agreement and the subcontracts shall be considered Subcontracts for purposes of this Agreement. County shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. County shall ensure that the Subcontract is in writing and contains all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Subcontractor's performance under the Subcontract, including but not limited to, all provisions of this Agreement that expressly require County to require Subcontractor's compliance with respect thereto. County shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to the Agency upon request.

**b.** County shall not assign, delegate or transfer its interest in this Agreement without prior written approval of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Agency may deem necessary. No approval by the Agency of the assignment or transfer of interest shall be deemed to create any obligation of the Agency in addition to those set forth in the Agreement.

**c.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, and permitted assigns.

**7. No Third Party Beneficiaries.** The Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of the Agency to assist and enable the Agency to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**8. Funds Available and Authorized; Payments.** County shall not be compensated for Work performed under this Agreement by any other agency or department of the State of Oregon. Agency certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the Agency's current biennial appropriation or limitation. County understands and agrees that Agency's payment of amounts under this Agreement is contingent on Agency receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

**9. Representations and Warranties.** County represents and warrants to Agency as follows:

**a. Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligation hereunder.

**b. Due Authorization.** The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County 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 County's charter or other organizational document and (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 County is a party or by which County or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

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

**d. Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to the State hereunder or in connection with any funding provided to County hereunder are true and accurate in all materials respects.



**e. Services.** The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in Exhibit A.

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

#### **10. Ownership of Intellectual Property.**

**a.** Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Subcontractor in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 10.a(i) on OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 10a(i).

**b.** If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OYA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

**c.** County shall include in its Subcontracts terms and conditions necessary to require that Subcontractors execute such further documents and instruments as OYA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law or otherwise requested by OYA.

#### **11. Contribution**

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

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

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



law if it had sole liability in the proceeding.

## **12. Default; Remedies; Termination.**

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

(i) County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Individualized Services Referral form;

(ii) Any representation, warranty or statement made by County herein or in any documents or reports relied upon by Agency to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

(iii) County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

(iv) A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues un-dismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

**b. Agency's Remedies for County's Default.** In the event County is in default under Section 12.a, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

(i) termination of this Agreement under Section 12.e(ii)(D), (E), or (F);

(ii) withholding all monies due for Work and Work Products that County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

(iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

(iv) exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that County was not in default under Section 12.a, then County shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 12.e(ii)(A), (B), or (C).

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

(i) Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

(ii) Any representation, warranty or statement made by Agency herein is untrue in any material respect when made.

**d. County's Remedies for Agency's Default.** In the event Agency terminates the Agreement under Section 12.e(ii)(A), (B), or (C), or in the event Agency is in default under Section 12.c and whether or not County elects to exercise its right to terminate the Agreement under Section 12.e(i)(B), County's sole monetary remedy shall be (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest within the limits permitted under ORS 293.462, and (b) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by Agency, less previous amounts paid and any claim(s) that Agency has against County. In no event shall Agency be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to County exceed the amount due to County under this Section 12.d, County shall pay immediately any excess to Agency upon written demand.

### **e. Termination.**

(i) County Termination. County may terminate this Agreement:

(A) In its entirety for its convenience, upon 90 days advance written notice to the Agency.

(B) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.

(C) Upon 45 days advance written notice to Agency, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.



(D) Immediately upon written notice to Agency, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that County no longer has the authority to meet its obligations under this Agreement.

(ii) Agency's Termination. Agency may terminate this Agreement in its entirety or may terminate its obligation to provide funds under any portion of this Agreement:

(A) Upon 90 days' advance written notice to County, if Agency determines, in its sole discretion, to end all or any portion of the funds to County under this Agreement.

(B) Upon 45 days written notice to County, if Agency does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of Agency's reasonable administrative discretion, to meet the payment obligations of Agency under this Agreement.

(C) Immediately upon written notice if state or federal laws, regulations, or guidelines are modified changed or interpreted in such a way that the Agency does not have the authority to provide funds for one or more Services or no longer has the authority to provide the funds from the funding source it had planned to use.

(D) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Agency may specify in the notice.

(E) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular group of Services impacted by loss of necessary licensure or certification.

(F) Immediately upon written notice to County, if Agency determines that County or any of its subcontractors have endangered or are endangering the health or safety of a Client or others.

(iii) Entire Agreement. Upon termination of this Agreement in its entirety, Agency shall have no further obligation to pay funds to County under this Agreement, whether or not Agency has paid to County all funds described in Section 3 and Exhibit A. Notwithstanding the foregoing, Agency shall make payments to reimburse County's for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by Agency.

**13. Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO SECTION 11, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

**14. Records Maintenance; Access.** County shall maintain, and require all subcontractors to maintain, all financial records relating to this Agreement or any subcontractor contract in accordance with generally accepted accounting principles. In addition, County shall maintain and require all subcontractors to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each subcontractor's performance. County acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of an audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

**15. Compliance with Applicable Law.** County shall comply and require all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation



statutes, rules and regulations. 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. Agency's performance under the Agreement is conditioned upon County's compliance with the provisions of ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein. County shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

**16. Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, terrorist acts and other acts of political sabotage, and war which is beyond respectively, the Agency's or County's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

**17. Survival.** All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 1, 7, 8, 9, 10, 11, 12, 13, 14, 17, 20, 21, 22 and 24.

**18. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing, by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid, to County or Agency at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section 18. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery to the recipient's e-mail system. Any communication or notice given by personal delivery shall be effective when actually delivered.

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

**20. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

**21. Governing Law; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**22. Integration and Waiver.** This Agreement, including all of its 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 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. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

**23. Criminal History Checks:** The Agency has statutory authority to access criminal offender information on all persons providing services under this Agreement (ORS 181A.010, 420A.010 (12) and 420A.021).

**24. Confidentiality of Information.**

a. The use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect



to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's subcontractors and their employees and agents of any information concerning a recipient of Services provided under the applicable subcontracts, for any purpose not directly connected with the administration of the County's or subcontractor's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its subcontractors to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of client records.

b. Agency shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

c. County shall maintain and require all Subcontractors to maintain a Client record for each youth that receives a Service.

**25. County-Client Relationship.** The County shall establish a system approved by Agency through which a youth and the youth's parents or guardian may present grievances about the operation of the County's service program. At the time arrangements are made for the County's services, the County shall advise the youth and parents or guardian of the youth of the existence of this grievance system. The County shall notify the Agency of all unresolved grievances.

**26. Program Records, Controls, Reports and Monitoring Procedures.** The County shall maintain program records including statistical records, and provide program records to the Agency at times and in the form prescribed by the Agency. The County shall establish and exercise such controls as are necessary to assure full compliance with the program requirements of this Agreement. The County also agrees that a program and facilities review (including meetings with youth, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by any or all of the following: state personnel, federal personnel, and other persons authorized by the Agency. The County shall cooperate fully with such reviews.

**27. Mandatory Reporting:** As required by Oregon Law (ORS 419B.005 through ORS 419B.050), all OYA contractors including County must immediately inform either the local office of the Department of Human Services (DHS) or a law enforcement agency when they have reasonable cause to believe that any child with whom the contractor comes in contact has suffered abuse, or that any person with whom the County comes in contact has abused a child. Oregon Law recognizes child abuse to include but not be limited to: physical injury; neglect or maltreatment; sexual abuse and sexual exploitation; threat of harm; mental injury; child selling.

Reports must be made immediately upon awareness of the incident. Contractors are encouraged to contact the local DHS office if any questions arise as to whether an incident meets the definition of child abuse.

**28. Amendments.** No amendment, waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties and no such amendment, waiver, consent, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice. Such amendment, waiver, consent, modification or change if made, shall be effective only in the specific instance and for the specific purpose given.

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

**30. Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.

**31. HIPAA Compliance.** To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), and the federal regulations implementing the Act, including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time (collectively referred to as HIPAA). County shall comply and require all subcontractors to comply with the following:



a. **Privacy and Security of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OYA for purposes directly related to the provision of Services. However, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.

b. **Consultation and Testing.** If County reasonably believes that County’s delivery of Services under this Agreement may result in a violation of HIPAA requirements, County shall promptly consult with Agency.

**32. Alternative Dispute Resolution**

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

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

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

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.

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

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

Mailing Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

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

Name: Teri Bledsoe

Mailing Address: 530 Center St. NE, Suite 500

Salem, Oregon 97301-3740

Facsimile: (503) 373-7921

Approved as to Legal Sufficiency by the **Attorney General’s Office:** (Required if total amount owing under the Agreement, including amendments, exceeds or is likely to exceed \$150,000.00)

By: Exempt Per OAR 137-045-0050 Date: \_\_\_\_\_

Assistant Attorney General

Reviewed and Approved by **OYA Agreement Administrator:**

By: Template approved 06292023 Date: \_\_\_\_\_

Laura Ward

Reviewed by **OYA Procurement Specialist:**

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

Susanna Ramus



## EXHIBIT A STATEMENT OF WORK

### 1. STATEMENT OF WORK:

**1.1 Overview:** Individualized services funds are intended to purchase services to meet widely varied needs, ranging from simple one-time services/purchases to complex, multi-disciplinary case management services necessary to keep an adjudicated youth in the community, prevent commitment to Oregon Youth Authority (OYA or Agency) Probation or placement in a youth correctional facility, or revocation/recommitment of an adjudicated youth to an OYA youth correctional facility. Funds are not intended for routine and ongoing costs that are already built in to other payment structures such as ongoing clothing needs, grooming needs, student body cards, etc. Rather, they are intended to fill in where other funding sources are unavailable because of the uniqueness of the need. The purchase shall directly support a need specifically itemized in a case/reformation plan. County shall research and use other resources before using Individualized services funds. Individualized services are intended to be based on evidence-based principles.

Individualized services provided by the County shall have a holistic approach across the following case plan domains:

- a) Medical;
- b) Mental Health;
- c) Social Living Skills;
- d) Alcohol and Drug Treatment;
- e) Education;
- f) Vocational;
- g) Family; and
- h) Offense specific.

Individualized services requested shall be:

- a) case-plan driven and community based;
- b) based on evidenced-based principles;
- c) outcome oriented;
- d) proactive in approach (not crisis driven); and
- e) culturally competent and gender specific.

**1.2 Definition:** For purposes of this Agreement, the term “adjudicated youth” has the meaning set forth in ORS 420.005 and includes “youth offenders” as that term is used in ORS 420.017 and 420.019 ..

**1.3 Eligibility:** The County agrees to provide youth-specific, comprehensive wrap around services for youth who are eligible for Individualized services funds. Eligible youth are those youth who have been adjudicated delinquent; are in need of services that **cannot** be funded through any other source, public or private, in any other way and services are case plan driven; and are determined to:

- a) be at risk of commitment to the OYA; or
- b) be at risk of commitment to an OYA youth correctional facility; or
- c) be at risk of recommitment/revocation to an OYA youth correctional facility.

Individualized Services funding may be authorized for services (otherwise authorized by the Individualized Services Handbook) to support a ‘continued disposition’ finding by the juvenile court. Documentation of continued disposition must be reflected in JJIS at the time of the service request. All service requests must be prior authorized by the OVA field supervisor.

**1.4 Supervising Representatives:** The Supervising Representatives for purposes of this Agreement shall be:

AGENCY: Sandra Santos, Assistant Director, Community Services  
530 Center Street NE, Suite 500, Salem, Oregon, 97301  
(503)-779-3938  
sandra.santos@oya.oregon.gov



COUNTY: Roy Cameron  
800 Exchange St, Ste 200  
Astoria, OR 97103  
(503)325-8601  
kbraaten@clatsopcounty.gov

Should a change in the Agency's or County's Supervising Representative or Agency's Agreement Administrator become necessary, Agency or County will notify the other party of such change. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.

**1.5 Services:** The County's juvenile department staff shall be responsible for providing services to adjudicated youths referred for services under this Agreement. All referrals shall be submitted and approved using the Individualized Services Referral form as identified in subsection 1.6 of this Exhibit A. The services provided under this Agreement must:

- a) be youth-specific;
- b) provide direct support of the adjudicated youth's specific case/reformation plan;
- c) be utilized only when no other funding sources exist, public or private, for which the adjudicated youth could qualify;
- d) reflect a prudent expenditure of public funds and be within acceptable community norms;
- e) present no threat to public safety; and
- f) conform to the Agency's Individualized Services User Handbook. A copy of the Agency's Individualized Services User Handbook will be on file with the County and Agency.

**1.6 Process:** Individualized services expenditures must be approved in advance and in writing by a designee of the County and a designee of the Agency. The designee for both the County Juvenile Department and Agency shall be approved by the Agency's Supervising Representative of this Agreement.

**1.7 Individualized Services Referral Form:** Before any expenditures can be approved under this Agreement, the County, in consultation with the Agency, shall develop a form for each youth for whom Services are requested, titled "Individualized Services Referral" that shall be approved by the Agency Parole / Probation Supervisor or designee and Juvenile Department-designated representative for authorization of services under this Agreement. The form shall include:

- a) a statement that services are being provided under the terms of this Agreement;
- b) adjudicated youth's Juvenile Justice Information System (JJIS) number;
- c) name of the adjudicated youth;
- d) adjudicated youth's date of birth;
- e) basis of jurisdiction;
- f) the signature of the requestor;
- g) case/reformation plan domain and objective and how the requested service will aid in the accomplishment of that plan;
- h) a description of the services to be provided;
- i) the service provider selected;
- j) unit cost;
- k) number of units;
- l) the total dollar amount of the services being requested;
- m) beginning and ending dates for which the services are to be delivered; and
- n) the approval signatures from a designated representative of both the County and the Agency.

County shall keep the detailed Individualized Services Referral form on file with the County and available for Agency review for a period of 24 months after the end date of this Agreement. County shall keep copies of the form available thereafter in the County's adjudicated youth's case specific file.

**1.8 Goals/Objectives:** The goal of the expenditure of funds under this Agreement shall be to prevent the adjudicated youth from further escalation into the Juvenile Justice System. Measurable progress toward these general goals shall be included in the synopsis as described in subsection 1.8 of this Exhibit A below. The goals for these funds include:



- a) reduce commitments and revocations of adjudicated youths who can safely be managed in the community;
- b) increase public safety by providing more appropriate services to adjudicated youths in the community;
- c) increase positive reformation and evidenced-based reduction of risk;
- d) decrease self-destructive behavior of adjudicated youths served;
- e) increase educational participation of adjudicated youths served;
- f) reduce the propensity of adjudicated youths to commit crimes;
- g) increase the skills of adjudicated youths to appropriately live in a community setting; and
- h) reduce the propensity of a adjudicated youth to engage in antisocial behavior.

**1.9 Synopsis:** The County shall provide the Agency, **on a monthly or quarterly basis**, a synopsis of adjudicated youths who have been approved for the Individualized services funds during the previous month or quarter. The expenditure of Individualized service funds is directly related to the adjudicated youth's case/reformation plan. All of the information required in the synopsis is available in the adjudicated youth's case/reformation plan. The synopsis shall include:

- a) the adjudicated youth's JJIS number;
- b) the adjudicated youth's status (OYA, Juvenile Department);
- c) the risk score from the Agency's adopted risk tool or the Oregon JCP Screen/Assessment instrument;
- d) the date(s) services were provided;
- e) the type of service authorized for the adjudicated youth;
- f) the service provider;
- g) the total amount expended for the adjudicated youth; and
- h) a brief description of what domain and objective from the adjudicated youth's case/reformation plan were met.

The synopsis shall be detailed and in the following format:

JJIS Number	Youth Status	Risk Score	Date(s) of Service	Type of Service	Service Provider	Amount Expended	Domain	Objective	OYA Agreement Number
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The County shall provide additional adjudicated youth specific and service specific information upon request by the Agency. County shall send the synopsis monthly or quarterly attached to the invoice to the Oregon Youth Authority, Supervising Representative per Subsection 1.3 of this Exhibit A.

**1.10 Survey/Report:** The Agency is periodically required to report information on how the Individualized service funds are utilized. To meet this requirement the Agency may periodically request a report from the County that may include all or a portion of the information reported in the synopsis. The County shall provide this report upon the Agency's request.

**1.11 Verification of Service:** The County by **submitting an invoice, completed Individualized Services Referral Form(s) and synopsis for reimbursement** is verifying that all services obtained for adjudicated youths under this Agreement have been provided as specified in the Individualized Services Referral form.

**1.12 Other Funding Source Limits:** Should an adjudicated youth receiving services under this Agreement become eligible for services under any other private or public funding, then the services authorized by the Agreement for that specific adjudicated youth shall be terminated and County shall not seek reimbursement for any future services so long as other funding exists.

**1.13 Equal Access:** The County agrees that there will be equal access to these funds for all adjudicated youths that have need for services under this Agreement. The County agrees that gender equity and diversity will be addressed appropriately and equitably.

**1.14 Female Adjudicated Youth:** The Agency recognizes that female adjudicated youth services continue to be more difficult to access; the use of Individualized services for female adjudicated youths will reflect services that offer specific and appropriate services for this population and employ service providers cognizant of female issues.

**1.15 Evidence-Based Programs:** County shall work with Agency to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based



programs and cost effectiveness as described under SB 267 (2003), ORS 182.515, as applicable. County shall work with Agency to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit such reports to the Agency on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by Agency.

**1.16 Reporting and Documentation:** During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, as defined by JJIS policy, Exhibit C "Service Tracking in JJIS" as it may be from time to time amended, or by service extracts, for progress in achieving the high level outcomes. This also applies to providing information on funded services not tracked in JJIS.

## **2. CONSIDERATION:**

**2.1** As consideration for the services provided by the County under this Agreement, the Agency, subject to the provision of ORS 293.462 (payment of overdue account charges) and the terms and conditions of this Agreement, will pay to the County, by warrant(s) an amount not to exceed **\$6,586.00**.

**2.2** The Agency reserves the right to deny payment for services provided that do not conform to the Agency's Individualized Services User Handbook, as may be revised from time to time.

**2.3** Agency will reimburse County for all Allowable Costs that are authorized pursuant to this Agreement. "Allowable Costs" are defined as those costs which are reasonable and necessary for delivery of services under this Agreement, determined in accordance with 2 CFR Part 230 (Office of Management and Budget (OMB) Circular A 122) as revised from time to time. Agency will reimburse County for the Allowable Costs under this Agreement at the rates not to exceed those shown on the published OYA rate schedule or, if the services are not listed on the OYA rate schedule, then at the Oregon Medicaid rate, at the time services were provided. The rate schedule is available at <http://www.oregon.gov/oia/Pages/contracts.aspx>. When the rate schedule is revised, the County will be notified of the new rates. When determining appropriate providers for County adjudicated youth, County must be aware of any Agency contracts with the same providers and not agree to reimburse the provider for more than the comparable amount the provider charges the Agency for similar services.

**2.4** It is agreed that any payment or reimbursement received by the County from a parent or guardian or any other personal entitlement received on behalf of any adjudicated youth served under this Agreement shall be promptly remitted by the County to the Agency.

**2.5** If the County allocates any indirect costs to this Agreement, the County shall make available to the Agency, upon request, a written cost allocation plan covering the handling and distribution of indirect costs. If all costs are direct costs to this Agreement, no cost allocation plan is required. In no event shall this subsection be construed to allow the County to require the Agency to pay any indirect costs allocated to this Agreement by County.

The County shall make available upon request by the Agency a monthly or quarterly detailed administrative financial report to support the actual monthly or quarterly administrative expenditures required under this Agreement.

**2.6** The County agrees that the costs reimbursed by the Agency for services to adjudicated youths under this Agreement shall not exceed the costs for comparable services that are not covered by this Agreement.

**2.7** The County will not impose or demand any fees from any person or agency (other than the Agency) for services provided and paid for under this Agreement, unless these fees have been approved in advance in writing by the Agency.

**2.8** If, as a result of County's neglect or misconduct, the Agency terminates an adjudicated youth's referral to the County under this Agreement, then the County shall no longer be entitled to reimbursement under this Agreement with respect to such adjudicated youth after the date of such termination.

**2.9** The County shall not use the funds provided hereunder to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth.

## **3. PAYMENT:**

**3.1** County shall submit monthly or quarterly invoices along with the completed and approved Individualized Services Referral Form(s) described in subsection 1.6 and the attached synopsis as identified



**in subsection 1.8** of this Exhibit A, for Work performed for review and approval by the Agency. The invoices shall describe the Work performed and the total amount for that month or quarter. The invoices shall be provided on a form provided by the Agency. County shall retain copies of the invoices and receipts in accordance with Section 14 of the Agreement and shall make available for review by Agency as described in subsection 3.5 of this Exhibit A. The invoices shall be prepared on Agency's form of invoice which County shall submit to: Oregon Youth Authority, Agency Parole / Probation Supervisor outlined in subsection 1.6 of this Exhibit A in accordance with Agency's instructions provided by Agency to County. Payment of any amount under this Agreement shall not constitute approval of the Work. The Agency's obligation to pay an invoice is conditioned upon the County providing the Agency with the synopsis specified in subsection 1.8 of this Exhibit A for the month or quarter for which payment is sought.

**3.2** County shall not submit invoices for, and Agency will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before County performs services subject to the amendment. County shall notify Agency's Agreement Administrator in writing thirty (30) calendar days before this Agreement expires of the upcoming expiration of the Agreement. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.

**3.3** If payments to County by the Agency under this Agreement are made in error or are found by the Agency to be excessive under the terms of this Agreement, the Agency, after giving written notification to the County, may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by the Agency to recover the amount of the overpayment. This subsection 3.3 shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

**3.4** County must submit its final invoice to the Agency no later than sixty (60) days after the expiration date of this Agreement. The Agency shall be under no obligation to pay for services not billed within sixty (60) days after the expiration date of this Agreement.

**3.5** The Agency reserves the right to periodically audit and review the actual expenses of the County for the following purposes:

- 1) To document the relation between the established payments under this Agreement and the amounts spent by the County.
- 2) To document that the amounts spent by the County are reasonable and necessary to assure quality service.
- 3) To assure that the County's expenses are allowable in accordance with 2 CFR Part 225 or 2 CFR Part 230 (Federal OMB Circulars A-87 or A-122, respectively) on Allowable Costs. In the event a periodic audit and review by the Agency shows that the County's expenses are not allowable under 2 CFR Part 225 or 2 CFR Part 230 (Federal OMB Circulars A-87 or A-122, respectively) on Allowable Costs in any material respect, Agency may terminate this Agreement.

**3.6** In addition to any other rights accorded to the Agency under this Agreement, if the County fails to comply with the provisions of subsections 2.3, 2.4, 2.6, 2.7 and 3.5 above, the Agency may terminate this Agreement pursuant to Section 12 e.(ii)(D) and invoke the remedies available to it, exercise its rights under subsection 3.3 of this Exhibit A, or both. Nothing in this provision shall require County or Agency to act in violation of state or federal constitutions, statutes, regulations or rules. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.

**3.7** If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement. In such circumstances, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement as a result of a reduction in appropriations or allotments. Notwithstanding the order of precedence listed in Section 4 of this Agreement, this Subsection 3.7 of this Exhibit A takes precedence over all other provisions of this Agreement including all Exhibits.

#### **4. AMENDMENT:**



This Agreement may be amended one or more times by mutual agreement of the Parties for time, money, terms, conditions, services, or any combination of the preceding. Any such amendment is not effective until approved by all parties and all necessary legal approvals have been obtained from the Department of Justice.

## **5. CONFLICT OF INTEREST**

County shall notify Agency in writing when a current employee or newly hired employee is also an employee of the Agency. The notification shall be submitted to the Agreement Administrator and the OYA Procurement Unit and shall include the name of the employee and their job description. The Agency will review the employment situation for actual and potential conflicts of interest as identified under ORS Chapter 244.

## **6. EMERGENCY SUSPENSION/TERMINATION BY AGENCY**

The parties understand and agree that under any of the following circumstances, without limitation, the Agency may remove or suspend an adjudicated youth from services with the County immediately:

- i. An allegation of child abuse/neglect or other conditions causing the Agency to determine that the adjudicated youth's health, safety or welfare may be endangered; and
- ii. An allegation of misconduct of County, County's employee or subcontractor causing the Agency to determine that the adjudicated youth's health, safety or welfare may be endangered.

If as a result of County's alleged child abuse/neglect or misconduct, Agency suspends or terminates an adjudicated youth's services with County in accordance with this Agreement, the County shall not be entitled to any compensation under this Agreement with respect to such youth from and after the date of such suspension or termination.

## **7. CRIMINAL HISTORY RECORDS CHECK**

County shall ensure that, before any person provides unsupervised services under this Agreement, the person has passed a criminal history check based on Agency's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards, when having direct contact with Agency adjudicated youths under this Agreement. Any person that has failed a criminal history check as set forth in OAR 416-800-0000 to 416-800-0095 is prohibited from providing services under this Agreement to OYA adjudicated youths.



**EXHIBIT B**  
**SUBCONTRACTOR REQUIREMENTS**

**1. Indemnification by Subcontractors**

County shall take all reasonable steps to cause its Contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's Contractor or any of the officers, agents, employees or subcontractors of the Contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Contractor from and against any and all Claims.

**2. Subcontractor Insurance Requirements**

**A. GENERAL.**

County shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractors perform under contracts between County and the Contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. County shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Contractor to work under a Subcontract when the County is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a Contractor with which the County directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement Exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

**B. TYPES AND AMOUNTS.**

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000.00 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by



applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000.00 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000.00 and/or the Longshoremen's and Harbor Workers' Compensation Act.

**COMMERCIAL GENERAL LIABILITY:**

☒ **Required**    ☐ **Not required**

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$5,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

**AUTOMOBILE LIABILITY INSURANCE:**

☒ **Required**    ☐ **Not required**

Contractor shall provide Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**PROFESSIONAL LIABILITY:**

☒ **Required**    ☐ **Not required**

Contractor shall provide Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Agreement by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim and not less than \$2,000,000.00 annual aggregate limit. If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor and Contractor's subcontractors shall provide continuous claims made coverage as stated below.

**PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:**

☒ **Required**    ☐ **Not required**

Contractor shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the Agency covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$3,000,000.00 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed



by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

#### EXCESS/UMBRELLA INSURANCE:

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

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

#### ADDITIONAL COVERAGE REQUIREMENTS:

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

#### ADDITIONAL INSURED:

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

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

#### WAIVER OF SUBROGATION:

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

#### CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

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

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



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

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

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






**STATE ACCEPTANCE:**

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



## EXHIBIT C – SERVICE TRACKING IN JJIS

This Policy Statement “Service Tracking in JJIS” may be updated from time to time. County is responsible for checking OYA’s Public website at <http://www.jjis.state.or.us/policy/servicetracking.htm> for the most current version. Below is an example of the Policy Statement current as of the date of this Agreement. Any additional forms listed within the example can be accessed by accessing the website listed above and following the associated links.

 		<b>Oregon Juvenile Justice Information System</b>		 
<b>Policy Statement</b>				
<b>Service Tracking in JJIS</b>				
<b>Approved:</b>  Philip Cox, Co-Chair JJIS Steering Committee		<b>Effective Date:</b>	1/16/2013	
		<b>JJIS Steering Committee Approval:</b>	12/19/2012	
		<b>JJIS Policy &amp; Standards Committee Approval:</b>	8/22/2012	
		<b>Supersedes:</b>		
<b>REFERENCE:</b>				

<b>PURPOSE:</b>	<ul style="list-style-type: none"><li>To provide a standard for consistency in tracking services in JJIS;</li><li>To provide a threshold for a view of current juvenile justice practice;</li><li>To provide a foundation to compare trends in key service areas over time; and</li><li>To establish a foundation to develop capacity to measure results based on evidence</li></ul>
<b>DEFINITIONS:</b>	Services are classified in JJIS according to Program Type as described below. Services are organized activities or programs designed to hold youth accountable for behavior or provide treatment, skills and capacities to change behavior.

Program Type	Definition
Accountability	Services designed to provide a consequence or an accountability experience for a youth. Examples include extended detention, community service, and restitution. Includes services designed to provide alternative service coordination for accountability experiences such as Sanction Court, Peer Court and Youth Court.
Competency Development	
Educational	Elementary and secondary education programs and services designed to assist a youth in obtaining either a high school diploma or a GED.
Independent Living	Services designed to assist a youth transition into independent living.





Program Type	Definition
<b>Skill Development – Non-Residential</b>	Non-residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
<b>Skill Development – Residential</b>	Residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
<b>Therapeutic Foster Care</b>	Foster care in homes with foster parents who have been trained to provide a structured environment that supports youth's learning social and emotional skills.
<b>Vocational</b>	Services to teach basic vocational skills, career exploration, skills and vocational assessment, vocational training, work experience, work readiness and life skills related to maintaining employment.
<b>Family</b>	
<b>Family Counseling</b>	General family counseling services.
<b>Family Education</b>	Family & Parent Training and Education services. This category excludes family mental health programs and multi-dimensional family services like Family Counseling, Multi-Systemic Therapy & Functional Family Therapy.
<b>Functional Family Therapy</b>	Empirically based family intervention services for youth and their families, including youth with problems such as conduct disorder, violent acting-out, and substance abuse. Service is conducted both in clinic settings as an outpatient therapy and as a home-based model
<b>Multi-Systemic Therapy</b>	Empirically based family intervention service for youth and their families that works on multi-systems within the family and extended family structure.
<b>Fire Setter</b>	
<b>Fire Setter – Non-Residential</b>	Non-residential treatment services for youth with inappropriate or dangerous use of fire.
<b>Fire Setter – Residential</b>	Residential treatment services for youth with inappropriate or dangerous use of fire.





Program Type	Definition
<b>Gang</b>	
<b>Gang – Non-Residential</b>	Non-residential services designed to address juvenile gang related behavior, membership and affiliation.
<b>Gang – Residential</b>	Residential services designed to address juvenile gang related behavior membership and affiliation.
<b>Mental Health</b>	
<b>Mental Health – Non-Residential</b>	Non-residential and aftercare services designed to treat specific DSM-IV Mental Health diagnoses.
<b>Mental Health – Residential</b>	Residential services designed to treat specific DS-MIV Mental Health diagnoses.
<b>Co-Occurring</b>	
<b>Co-Occurring – Non-Residential</b>	Non-residential and aftercare services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
<b>Co-Occurring – Residential</b>	Residential services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
<b>Sex Offender</b>	
<b>Sex Offender – Non-Residential</b>	Non-residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
<b>Sex Offender – Residential</b>	Residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
<b>Substance Abuse</b>	
<b>Substance Abuse - Non-Residential</b>	Non-residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency. Interventions include Drug Courts, DUII Impact Panels, Substance Abuse Education and Support Groups and Outpatient Treatment or after care.
<b>Substance Abuse - Residential</b>	Residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency.



Other Youth Services	
<b>Drug Court</b>	Specialized courts designed to handle cases involving substance abuse where the judiciary, prosecution, defense, probation, law enforcement, mental health, social service and treatment communities work together to break the cycle of addiction. Offenders agree to take part in treatment, regular drug screenings, and regular reporting to the drug court judge.
<b>Mentoring</b>	Services foster a relationship over a prolonged period of time between a youth and older, caring, more experienced individuals who provide help to the younger person to support healthy development.
<b>Other – Residential</b>	Residential services which are unable to be categorized with any of the existing categories.
<b>Other – Youth Services</b>	Other services which are unable to be categorized with any of the existing categories.
<b>Victim Related</b>	Services other than Restitution or Community Service that assist youth in developing empathy for victims of their crimes and provide opportunities to repair harm. Interventions in this category include Victim Impact Panels, Victim Offender Mediation.
<b>Wrap Around</b>	Planning process designed to create individualized plans to meet the needs of children and their families by utilizing their strengths. The exact services vary and are provided through teams that link children, families and foster parents and their support networks with child welfare, health, mental health, educational and juvenile justice service providers to develop and implement comprehensive service and support plans.
<b>Assessment</b>	Assessments and evaluations performed to help identify the need for specialized services.
<b>Foster Care</b>	Foster care
<b>Medical</b>	Medical services such as medication management, routine physicals and dental exams, tattoo removal services and other medical care.





## **POLICY:**

Tracking and reporting on services provided to youth by Oregon's juvenile justice system provides a view of current juvenile justice practice, creates a preliminary framework to develop means of analyzing results in the future, and moves the juvenile system toward evidence-based practices.

### **Tracking**

#### **Required Tracking**

All youth specific competency development, treatment services, and designated youth services funded with state Prevention, Basic, and Diversion funds and all OYA paid services in the following Program Types will be tracked in JJIS:

- Competency Development
  - Educational
  - Independent Living
  - Skill Development – Non-Residential
  - Skill Development – Residential
  - Therapeutic Foster Care
  - Vocational
- Family
  - Family Counseling
  - Family Education
  - Functional Family Therapy
  - Multi-Systemic Therapy
- Fire Setter
  - Fire Setter – Non-Residential
  - Fire Setter – Residential
- Gang
  - Gang – Non-Residential
  - Gang – Residential
- Mental Health
  - Mental Health – Non- Residential
  - Mental Health – Residential
- Co-Occurring
  - Co-Occurring – Non-Residential
  - Co-Occurring – Residential
- Sex Offender





	<ul style="list-style-type: none"> <li>○ Sex Offender – Non-Residential</li> <li>○ Sex Offender – Residential</li> <li>• Substance Abuse <ul style="list-style-type: none"> <li>○ Substance Abuse - Non-Residential</li> <li>○ Substance Abuse - Residential</li> </ul> </li> <li>• Other Youth Specific Services <ul style="list-style-type: none"> <li>○ Drug Court</li> <li>○ Mentoring</li> <li>○ Other Residential</li> <li>○ Other Youth Services</li> <li>○ Victim Related</li> <li>○ Wrap Around</li> </ul> </li> </ul> <p>At a minimum, the Service Start Date, End Date and Completion Status will be tracked consistent with local policy, using at least one of three JJIS features:</p> <ul style="list-style-type: none"> <li>○ Services</li> <li>○ Case Plan Interventions</li> <li>○ Programs attached to Conditions</li> </ul> <p>In the event that multiple features have been used to track the same program with overlapping dates, JJIS will create a summary Service Episode record for reporting.</p> <p>Services tracked in other JJIS features, such as Population Groups, will not be recognized in reports designed to analyze service records because the data will not be standardized with appropriate reporting attributes.</p> <p>Unless otherwise approved to provide a comparable data file to include with reports, only those services tracked in one of the three approved features will be recognized in statewide JJIS reports. The annual published report will include only accountability, competency development, and treatment services.</p> <p>Subject to local policy, service dosage, attendance, and participation may be tracked using the Attendance Tracking feature.</p> <p><b><u>Optional Tracking</u></b></p> <p>Service tracking is not required for the following basic and infrastructure services, but may be tracked according to local protocol.</p> <ul style="list-style-type: none"> <li>• Accountability services designed to provide a consequence or an accountability experience for a youth. <ul style="list-style-type: none"> <li>○ Community Service</li> <li>○ Work Crews</li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>○ Restitution Programs</li> <li>• Accountability services designed to provide alternative service coordination for accountability experiences <ul style="list-style-type: none"> <li>○ Sanction Court</li> <li>○ Peer Court</li> <li>○ Youth Court</li> </ul> </li> <li>• Basic and Intensive supervision; offense specific caseloads; intensive monitoring</li> <li>• * Basic pre-adjudicatory detention, detention sanctions, extended detention, and basic shelter care</li> </ul> <p>* Detention and shelter based treatment programs may be tracked as service separate from the custody episode.</p> <p><b><u>Non-trackable Services</u></b></p> <ul style="list-style-type: none"> <li>• Other Basic Services <ul style="list-style-type: none"> <li>○ Assessments and Evaluations.</li> <li>○ Medical Services</li> <li>○ Activity Fees</li> <li>○ Clothing Vouchers</li> <li>○ Education (including GED Testing and Tutoring)</li> <li>○ Electronic Monitoring &amp; Tracking</li> <li>○ Medication</li> <li>○ **Polygraphs</li> <li>○ School Liaison Counselor</li> <li>○ Service Coordination</li> <li>○ Translation Services</li> <li>○ Transportation &amp; Gas Voucher</li> <li>○ **UA's.</li> </ul> </li> </ul> <p>** Polygraphs and UA's results may be tracked in Conditions.</p> <p><b><u>Monitoring Data Integrity</u></b></p> <p><b>Monitor Administrative - Set Up</b></p> <p>OYA and county juvenile departments will review the providers and programs set up in JJIS at least annually to assure proper Program Type classification, accurate visibility to users in the drop down lists, and other optional reporting attributes. OYA and counties share provider and programs and it is essential that these attributes be set up correctly in order to assure accurate reporting.</p>
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	<p>Counties programs also have a funding reporting attribute called Report Option – which identifies how a program is funded for a particular county during a specified date range. This is the only attribute that provides the opportunity to report on programs funded with state Diversion, Basic, and Prevention dollars and must be maintained. Counties are responsible to assure their Report Options are accurate.</p> <p>OYA's Diversion Specialist will facilitate an annual audit of county programs in JJIS to assure consistency with the annual Diversion and Basic plans, and will provide a copy of the annual inventory to the state office responsible for administering state Prevention funds to assure consistency with the Prevention plans.</p> <p>JJIS Report 562 – Active Program Report Options and Visibility can be used to monitor the administrative set up for a specific office.</p> <ul style="list-style-type: none"> <li>• <a href="http://www.jjis.state.or.us/reports/details/detail00562.htm">http://www.jjis.state.or.us/reports/details/detail00562.htm</a></li> </ul> <p><b>Monitor Service Tracking</b></p> <p>A variety of reports have been developed to monitoring tracking throughout the year. Offices will use these reports to assure that services intended to be tracked are tracked.</p> <p>Data provided via a data file, instead of recorded in JJIS, will be included in these reports only if the data file has been submitted to the OYA Information System Reports team prior to the scheduling of the report in the format and within the timeline established by team.</p> <p>JJIS Report 363 – Program History Summary Extract - can be used to monitor service tracking data entry. This data extract can be scheduled for active during a date range, started during a date range, or ended during a date range for a specific reporting category and for a specific agency.</p> <ul style="list-style-type: none"> <li>• <a href="http://www.jjis.state.or.us/reports/details/detail00363.htm">http://www.jjis.state.or.us/reports/details/detail00363.htm</a></li> </ul> <p><b>Attendance Tracking</b></p> <p>JJIS maintains a comprehensive Attendance Tracking feature to provide a way to document youth attendance and progress in a number of defined program sessions, and can be used to document group and individual treatment sessions. Offices will implement this feature subject to local policy. Offices that implement this feature are responsible to maintain the Program Course Definitions that are required to manage its use.</p>
<p><b><u>PROCEDURES:</u></b></p>	<p><b>Tracking Services</b></p> <ol style="list-style-type: none"> <li>1. Determine which JJIS feature the office will use to track services:             <ul style="list-style-type: none"> <li>○ Services</li> <li>○ Case Plan Interventions</li> </ul> </li> </ol>





	<ul style="list-style-type: none"> <li>○ Programs on Conditions</li> </ul> <ol style="list-style-type: none"> <li>2. Determine when service will be tracked in JJIS – when service is opened, when service is closed, when case is closed. Services tracked when the case is closed might be excluded from reports.</li> <li>3. Determine local protocol for who will enter the services.</li> <li>4. Train staff on local policy and protocol.</li> </ol> <p><b>Maintaining Provider/Programs in JJIS</b></p> <ol style="list-style-type: none"> <li>1. Conduct an annual inventory of Providers and Programs in JJIS.</li> <li>2. Verify the program is still active for the office and other reporting attributes.</li> <li>3. Submit changes to the JJIS Help Desk via the appropriate Provider/Program Request Form. Requests for new programs and requests to inactivate or remove visibility from a program must be initiated with the form.</li> </ol> <p><b>Maintaining Attendance Tracking Course Definitions</b></p> <ol style="list-style-type: none"> <li>1. Conduct an annual inventory of active Course Definitions in JJIS.</li> <li>2. Verify the course and course definitions are still active for the office.</li> <li>3. Submit requests for new program course descriptions or changes to existing descriptions to the JJIS Help Desk the appropriate Provider/Program Request Form. Requests to inactivate an existing course description may be submitted by an authorized representative from your office to the JJIS Help Desk by email.</li> </ol>
<b>FORMS:</b>	<ul style="list-style-type: none"> <li>• <a href="#">OYA Provider Program and Course Definition Request Form (YA 1751)</a></li> <li>• <a href="#">JJIS Form 10a and 10b Instructions</a></li> <li>• <a href="#">JJIS Form 10a – County Provider Program Request Form (new program)</a></li> <li>• <a href="#">JJIS Form 10b – County Program Form</a> (mass entry/annual review)</li> </ul>



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

August 9, 2023

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**Agenda Title:** Approval of Contract with Ryder Election Services LLC for printing of election ballots

**Category:** Consent Calendar

**Presented By:** Tracie Krevanko, County Clerk

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**Issue Before the Commission:** Contract Approval for Printing of Election Ballots with Ryder Election Services LLC

**Informational Summary:** Currently, there is only one printer in Oregon, Ryder Election Services LLC, who is certified to print election ballots for the Election Systems and Software (ES&S) Ballot Counter. Ryder Election Services works with a majority of Oregon counties for the printing of ballots and has an excellent reputation and service record with these counties. Clatsop County Contract Review Board exempts the printing of ballots from bidding requirements.

This contract is for two fiscal years (FY 23/24 and FY 24/25) with an amount of \$20,000 per year.

**Fiscal Impact:** This is an adopted budgeted expenditure.

### **Requested Action:**

Approve the Contract with Ryder Election Services LLC for the printing of election ballots in the amount of \$40,000 and authorize the County Manager to sign the contract.

### **Attachment List**

- A. Requirements Contract with Ryder Election Services LLC
- B. Certificate of Liability Insurance



## REQUIREMENTS CONTRACT

Contract No. C8420

This Contract is made and entered into this 1<sup>st</sup> day of July 2023, by and between CLATSOP COUNTY, a Political Subdivision of the State of Oregon ("County"), and **Ryder Elections Services LLC** ("Contractor"). This is a Requirements Contract for the purchase of printed ballots for all Clatsop County elections commencing with any election after **July 1, 2023** and continuing through the close of the 2024/25 fiscal year, **June 30, 2025** for a not to exceed amount of **\$40,000.00**.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Work Provisions. Pursuant to ORS 282.210, all typesetting, printing, and bindery work shall be performed under conditions of labor and employment which shall substantially conform to the laws of this state and the rules and regulations promulgated by the Wage and Hour Commission of the State of Oregon regarding conditions of employment, hours of labor and minimum wages.
2. Quantity/Specifications. Contractor shall provide County with Ballots in accord with the Specifications in the amount required by County. Ballots shall be trimmed, scored, and folded in accord with County's instructions.
3. Delivery. Ballot quantities specified by County shall be delivered to the mailing vendor, Sendit Direct, 12715 NE Whitaker Way, Portland, OR, 97230, no later than the following dates:

Action	Days prior to Election
Measure Deadline	60 days prior to election
Info to Printer	55 days prior to election
Proofs to Clerk	50 days prior to election
Military Mailing	45 days prior to election
Printer completes ballot delivery	25 days prior to election
Ballots Mailed	20 days prior to election

County shall notify Contractor of any change in tentative dates within thirty (30) days of formal setting of election date by State of Oregon Elections Division.

4. Price. County shall pay Contractor no more than \$.50 per ballot unless otherwise authorized by the County. Payment shall be due within thirty (30) days of receipt of Ballots by County.
5. Text. County shall provide all text, headings, and exact wording for titles prior to typesetting. County shall also provide instructions regarding the order of text in each column.



6. 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.
7. Payment Terms. Net 30 upon invoice to: Clatsop County Clerk and Elections, 820 Exchange St., Ste., 220, Astoria, OR 97103
8. 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.
9. Governing Law/Venue. This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the District or Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively and concurrently. The foregoing is without limitation to or waiver of any rights or remedies of County according to law.
10. Compliance. Contractor shall comply with all applicable Federal, State and local law, rules, and regulations. All provisions of ORS 279B.220 through 235 (Public Contract Conditions) are incorporated herein.
11. Judicial Rulings. If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.
12. 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.
13. 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.
14. 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 thirty (30) calendar days written notice by either Party to the other of intent to terminate.



c. Immediately on breach of the contract.

15. Subcontracting/Nonassignment. No portion of this Agreement may be contracted to assign to any other individual, firm, or entity without the express and prior approval of County.
16. Survival. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
17. 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.
18. Tax Compliance Certification. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385 (6), that to the best of the Contractor's knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380 (4).

CLATSOP COUNTY:

CONTRACTOR:

Ryder Election Services, LLC

\_\_\_\_\_  
Don Bohn  
County Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott Ryder  
General Manager

\_\_\_\_\_  
Date

Ryder Election Services, LLC  
370 SW Columbia St.  
Bend, OR 97702

Approved as to form:

\_\_\_\_\_  
Clatsop County Counsel

\_\_\_\_\_  
Date



**Clatsop County  
Board of Commissioners  
Minutes  
Wednesday, June 14, 2023**

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**REGULAR MEETING: 6:00 PM**

**FLAG SALUTE**

The Pledge of Allegiance was recited.

**ROLL CALL**

**PRESENT**

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

**AGENDA APPROVAL**

Commissioner Thompson requested that the title of Consent Calendar Item 12 be amended to include "in the amount of \$12,994.08."

*Motion made by Vice Chair Bangs, Seconded by Commissioner Thompson to approve the Agenda as amended.*

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

**PROCLAMATIONS**

1. PTSD Awareness Day Proclamation {Page 32}

Angel Escobedo, Columbia Pacific CCO, provided background information about Columbia Pacific CCO and the Resilient Clatsop County Network. He also cited statistics about the impacts of adverse childhood experiences on post-traumatic stress disorders.

*Motion made by Vice Chair Bangs, Seconded by Commissioner Thompson to approve the resolution and order proclaiming June 27, 2023 as PTSD Awareness Day and authorize the chair to read then sign the proclamation.*

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

Chair Kujala read the proclamation.

2. Pride Month Proclamation {Page 36}

Jessica Klein, Lower Columbia Q Center, presented on the purpose of Pride Month.



1        *Motion made by Vice Chair Bangs, Seconded by Commissioner Thompson to*  
2        *approve the resolution and order proclaiming June 2023 as Pride Month and*  
3        *authorize the chair to read then sign the proclamation.*

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

6        Chair Kujala read the proclamation.

7        3. Make Music Day Proclamation {Page 38}

8        Dave Ambrose, Arts Council of Clatsop County, presented information about the  
9        Arts Council, upcoming events, and their impact on the community. He also shared  
10       about Make Music Day events.

11       *Motion made by Vice Chair Bangs, Seconded by Commissioner Thompson to*  
12       *approve the resolution and order proclaiming June 21, 2023 as Make Music Day*  
13       *and authorize the chair to read then sign the proclamation.*

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

16       Chair Kujala read the proclamation.

17       **BUSINESS FROM THE PUBLIC**

18       Gabriel Erbs, 1547 SE 88<sup>th</sup> Ave., Portland, Oregon Nurses Association, Providence  
19       Seaside Hospital Representative, said a strike was likely due to a dispute over their  
20       contract, which should be a matter of concern to the residents of Clatsop County  
21       because Providence Seaside is the only option for emergency and urgent care. The  
22       association has been negotiating for nine months on an expired contract, trying to clean  
23       up the nurse recruitment and retention crisis. Providence is a billion-dollar corporation  
24       that refuses to make investments in nursing and patient care on the north coast. He  
25       invited the community to stand with the nurses.

26       Nathan Weiler, 340 Hilltop Dr., Seaside, Providence Seaside Hospital, Bargaining Unit  
27       Chair, stated that the most recent negotiation session lasted between 17 and 19 hours  
28       and there was not much movement by Providence. For years, nurses have dealt with  
29       discrepancies between the Seaside and Portland area hospitals despite the cost of  
30       living. Pay increases in Bend are comparable to the federal government's  
31       reimbursement and he has been told that the market is different here. Providence feels  
32       they own the market and can offer a lower pay scale. However, Providence needs to  
33       retain nurses who have the ability to go elsewhere. He invited the community to support  
34       the nurses as they picket on Tuesday at 2:00 pm.

35       Rick Bowers, 357 Commercial St., Astoria, provided details about Housing and Urban  
36       Development's (HUD) point-in-time count of the homeless population and noted that  
37       similar data is reported by the State. Criticisms about the count include that the count  
38       misses those who were homeless temporarily and not at a shelter on the day of the  
39       count and the impossible task of finding all of the unsheltered on a particular day. In  
40       2015, statistics about the number of homeless varied greatly among government  
41       entities. The counts have improved over the years. However, he believed the number of  
42       homeless people in Clatsop County was more than the 928 reported by the 2021 count.



1 Charles Dice, 31911 Clatsop Ln., Arch Cape, said the North Coast Neighbors United  
2 lost Measure 4-221, but only by 140 votes out of almost 10,000. The campaign provided  
3 an opportunity to educate voters about Ordinance 22-05 and short-term rentals (STR) in  
4 neighborhoods. The County violated the law in 2018 by issuing STR permits to property  
5 owners in residential zones, which caused all of the current problems with STRs. The  
6 STRs are owned by investors who live outside of Clatsop County and will take their  
7 profits outside of the county as well. In violating the law, the County has taken property  
8 rights away from residents and homeowners who live in the county. By allowing outside  
9 investors to buy single-family homes, the County is allowing homes to be converted into  
10 businesses, decreasing the availability of housing. He hoped the County would not  
11 impose the ordinance as written but would modify the ordinance to adopt the  
12 recommendations made by the Planning Commission in March 2022.

13 Lane Borg, 4641 Hunter Ridge Rd., Gearhart, stated the STRs are commercial, for-  
14 profit activities. The government's role is to make sure the efforts to make a profit do not  
15 impact the community too much or too negatively. Making a profit requires maximizing  
16 occupancy and minimizing overhead. There are three STRs adjacent to his house and  
17 the advertised occupancy is more than two people per bedroom. Last weekend, short-  
18 term renters were banging on doors and lurking in yards. The Sherriff had to come out  
19 twice. A woman who cleans STRs explained that she is paid a flat fee for this gig work,  
20 regardless of how long the job takes her. The risks of STRs include the environmental  
21 impacts of septic tank overflows, increased law enforcement costs, and increased  
22 demand for social services due to depressed wages. He asked the Board to consider  
23 reasonable regulations to protect against these impacts.

24 Jeff Davis, 79432 Ray Brown Rd., Arch Cape, stated the Measure 4-221 campaign got  
25 ugly. Supporters were appalled that the opponents misrepresented the impacts of the  
26 measure, violated State campaign finance laws, attempted to prevent voters from their  
27 right to voice their opinion, registered to vote in the county just for this election by  
28 providing false information about their residency and voting history, and vilified  
29 proponents by name on social media. He and his wife were threatened in one of the  
30 social media posts. The Board will condone this behavior if it allows Ordinance 22-05 to  
31 proceed without requiring restrictions. The lure of huge profits and tax revenue will  
32 overshadow the benefits to residents. He encouraged the Commission to continue  
33 discussing reasonable and fair caps in residential zones. He recommended that  
34 community members from both sides of the issue determine the best way to proceed.

## 36 **CONSENT CALENDAR**

37 During Agenda Approval, the title of Consent Calendar Item 12 was amended to include  
38 "in the amount of \$12,994.08."

39 *Motion made by Commissioner Thompson, Seconded by Vice Chair Bangs to approve*  
40 *the Consent Calendar.*

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



4. Approve the Contract Amendment with Solutions YES {Page 40}
5. FY 2023-24 Veteran Services Officer Agreement {Page 42}
6. Award of HMAc Paving Contract to Bayview Asphalt Inc. {Page 51}
7. Approval of Agreement with Capitol Asset & Pavement Services Inc. {Page 61}
8. FY 2023-24 Mobile Crisis Services Agreement {Page 74}
9. Amendment 3 to Homeless Liaison Funding Agreement {Page 88}
10. IGA with the City of Astoria concerning the rebuilding of the Clatsop Net Pen Access Pier {Page 94}
11. FY 22-24 ARPA Funding for Social Service Partners {Page 97}
12. Cancellation of Delinquent Personal Property Taxes in the amount of \$12,994.08 Pursuant to ORS 311.790 {Page 136}
13. 2022-23 Budget and Appropriation Adjustments {Page 142}

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

Commissioner Toyooka reported that he attended the Human Services Advisory Committee and Public Safety Coordinating Council meetings. He also did some work with the Regional Housing Taskforce, looking at supportive housing, temporary housing, and affordable housing with the goal of preventing people from remaining stagnant in any location or housing and always providing a path forward. Lastly, he noted that it was amazing to see the community support for the recent graduates.

Commissioner Wev also was thrilled that our graduates are celebrated. She reported that she attended the graduation of drug court, which is prescribed in lieu of incarceration. The graduates had been sober for more than a year.

Vice Chair Bangs reported that Northwest Senior Disability and Senior Services renewed contracts for vendors and care services, which included Clatsop Care. The Fair Board is meeting weekly and this year's fair would include a lot of children's activities. She testified at the Board of Forestry meeting and attended a Childcare Taskforce meeting. The American Rescue Plan Act (ARPA) funding was having a measurable impact on childcare, but more childcare was needed for ages zero to two years old. The taskforce would continue discussing whether to become a 501(3)(c) or partner with ESD and CCR&R.

Commissioner Thompson reported that she attended the community fundraiser for the Nolzco family, who have lost four family members in traffic accidents. Congresswoman Bonamici has expressed interest in rehabilitating the Elk Creek Terrace development where the family lives. She also reported that Columbia Pacific Economic Development (Col-Pac) was taking applications through tomorrow for an executive director. She attended a meeting with the governor where she listened to an insurance company speak about the work they must do but cannot bill for, specifically work related to housing, law enforcement, behavioral health, and issues in schools. She told the



governor that the County needed housing of all kinds, effective behavioral and physical healthcare, and jobs.

Chair Kujala reported that he and County Manager Bohn spent time with the governor to discuss the steps the County is taking in the areas of childcare, behavioral health, housing, homelessness, economics, the threat of HCP, tourism and the restrictions on transient lodging taxes. He believed that County Manager Bohn's experience in Washington County led him to recognize Clatsop County's lack of resources and unique issues compared to an urban county, which he described to the governor. The governor had said she was concerned about the County's economics and would look at the HCP.

## COUNTY MANAGER'S REPORT

County Manager Bohn reported that the meeting with the governor went well. The community has rallied around the major issues, which has allowed the community to come up with enduring solutions even though resources are light. Clatsop County is ahead of a lot of communities and he was glad the governor listened. He reported that County offices would be closed for Juneteenth and Charter would be giving a presentation on internet service to the Commission at a work session in July.

## PUBLIC HEARINGS

### 14. Public Hearing and Adoption of the Fiscal Year 2023-24 County Budget {Page 146}

Assistant County Manager Steele presented the Staff report on the County's budget proposed for the 2023-24 fiscal year.

Chair Kujala opened the public hearing and called for public comments. Hearing none, he closed the public hearing.

Commissioner Thompson asked if the fiscal impact numbers were in line with what Staff anticipated. County Manager Bohn explained the numbers were based on projection models used as part of the budgeting process and indicate the County's goals for the next fiscal year.

*Motion made by Vice Chair Bangs, Seconded by Commissioner Thompson to approve the resolution adopting the budget for 2023-24 by organization unit, imposing taxes, categorizing taxes, levying for bonded debt, and making appropriations for Clatsop County as approved by the Budget Committee with board requests as well as Staff's recommended changes.*

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

### 15. Public Hearing and Adoption of Fiscal Year 2023-24 Budget for Clatsop County 4-H & Extension District {Page 154}

Assistant County Manager Steele presented the Staff report on the 4-H and Extension District budget proposed for the 2023-24 fiscal year.



1 Chair Kujala opened the public hearing and called for public comments. Hearing  
2 none, he closed the public hearing.

3 Commissioner Wev said she hoped the citizens appreciate that the extension  
4 service was so outstanding. The County's only higher education is a community  
5 college and the extension service functions as a hands-on university.

6 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka to*  
7 *approve the resolution adopting the budget for 2023-24 by organizational unit,*  
8 *imposing taxes, categorizing taxes, and making appropriations for Clatsop*  
9 *County 4-H and Extension Special Service District budget as approved by the*  
10 *Budget Committee with Staff's recommended changes.*

11 *Voting Yea: Commissioner Thompson, Commissioner Wev, Commissioner*  
12 *Toyooka, Vice Chair Bangs, Chair Kujala*  
13

14 16. Public Hearing and Adoption of Fiscal Year 2023-24 Budget for Clatsop County  
15 Rural Law Enforcement District {Page 158}

16 Assistant County Manager Steele presented the Staff report on the Rural Law  
17 Enforcement District budget proposed for the 2023-24 fiscal year.

18 Chair Kujala opened the public hearing and called for public comments. Hearing  
19 none, he closed the public hearing.

20 Commissioner Toyooka said most people do not know what rural law  
21 encompasses and how far-reaching it is. Clatsop County is a large county with  
22 thin resources and he hoped the discussion with the governor would make  
23 headway with the transient lodging taxes.

24 Vice Chair Bangs asked how long it took for a deputy to travel from south county  
25 to east county. Sheriff Phillips said the time depended on the situation and the  
26 time of year. This time of year, it takes 45 minutes to get from Arch Cape to  
27 Astoria.

28 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka to*  
29 *approve the resolution adopting the budget for 2023-24 by organizational unit,*  
30 *imposing taxes, categorizing taxes, and making appropriations for Clatsop*  
31 *County Rural Law Enforcement District budget as approved by the Budget*  
32 *Committee with or as revised by the board.*

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

36 17. Public Hearing and Adoption of Fiscal Year 2023-24 Budget for Clatsop County  
37 Road District Number 1 {Page 162}

38 Assistant County Manager Steele presented the Staff report on the Clatsop  
39 County Road District Number 1 budget proposed for the 2023-24 fiscal year.

40 Chair Kujala opened the public hearing and called for public comments. Hearing  
41 none, he closed the public hearing.



Commissioner Thompson said she appreciated the Road Department and Public Works. The roads do not meet County standards but Staff finds ways to do acceptable levels of work whenever possible.

Vice Chair Bangs expressed her appreciation for the assistance the Department's provided to Knappa students. Commissioner Thompson asked the Public Affairs Department to promote the student's ideas that the Public Works Department saw merit in.

*Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka to approve the resolution adopting the budget for 2023-24 by organizational unit, imposing taxes, categorizing taxes, and making appropriations for Clatsop County Road District Number 1 budget as approved by the Budget Committee or as revised by the board.*

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

18. Public Hearing and Adoption of Fiscal Year 2023-24 Budget for Westport Sewer Service District {Page 166}

Assistant County Manager Steele presented the Staff report on the Westport Sewer Service District budget proposed for the 2023-24 fiscal year.

Chair Kujala opened the public hearing and called for public comments. Hearing none, he closed the public hearing.

*Motion made by Vice Chair Bangs, Seconded by Commissioner Thompson to approve the resolution adopting the budget for 2023-24 by organizational unit, imposing taxes, categorizing taxes, and making appropriations for Westport Sewer Service District budget as approved by the Budget Committee or as revised by the board.*

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

19. Ordinance 23-06: Clatsop County Comprehensive Plan Update – Goals 1-4, 6-14 and Goal 19 {Page 171}

Community Development Director Henrikson presented the Staff report on the proposed updates to the Comprehensive Plan. She thanked Commissioners, Staff, and community members for putting so much work into the updates.

County Counsel Pope conducted the first reading of the ordinance.

Commissioner Thompson said she was concerned about those who got attached to seeing their recommended language appear in the proposed updates. The update process was not designed to allow individuals to direct Staff to put specific language in the Plan. She asked for details about the prescriptive language proposed for Goal 6, specifically Policies C and D, which she believed contradicted each other.



1 Director Henrikson responded that Staff compared each policy to the Statewide  
2 Planning Goals, the Oregon Revised Statutes, and the Oregon Administrative  
3 Rules to identify what was mandatory and what was discretionary. Statements  
4 using the words “should” and “may” are discretionary and statements using the  
5 word “shall” are mandatory. Policies C and D are discretionary and the Board is  
6 not obligated to adopt them. She did not believe the policies were contradictory,  
7 as it was possible to plant trees in areas that would not increase fire danger to  
8 homes.

9 County Manager Bohn added that the Comprehensive Plan was aspirational in  
10 many ways and the cost implications would be addressed based on the  
11 Commission’s priorities, available funds and Staff’s capacity.

12 Chair Kujala opened the public hearing and confirmed that no Commissioner had  
13 a conflict of interest to report. He called for public comments.

14 Jim Allegria, 1264 Grand Ave., Astoria, said he believed the proposed updates  
15 were a good balance between the various interests. He thanked Director  
16 Henrikson for her work and urged the Commissioners to approve the updates as  
17 presented.

18 [Cheryl Johnson](#), 44138 Peterson Ln., Astoria, stated the updates are an  
19 improvement over the existing Plan. She was concerned about how long it took  
20 to draft the updates. She asked when the Board would review Goal 5 and the six  
21 local plans. All of those updates were ready to be reviewed. Funding has been  
22 requested for Goals 15 through 18. However, the County had not started on  
23 those goals yet. She urged the Board to finish updating the 40-year-old plan  
24 sooner than later.

25 Chair Kujala responded that Goal 5 pertained to wetlands and riparian areas,  
26 which were very complex.

27 Director Henrikson said Staff would work with the County Manager to develop a  
28 timeline for the Board to discuss.

29 Commissioner Wev explained that the County was looking at the work being  
30 done by the sea level rise group and the Federal Emergency Management  
31 Administration’s (FEMA) reexamination of the County’s flood plain issues.  
32 Therefore, it would be impossible for Goal 5 to be updated within the next year.

33 Vice Chair Bangs noted that the Planning Department had been dealing with  
34 hefty issues and Staff’s ability to move Goal 5 forward was limited.

35 Chair Kujala closed the public hearing.

36 Commissioner Thompson said her neighborhood plan indicated that the only  
37 people who should count were those who lived in the County permanently and  
38 full-time. She preferred a more inclusive Plan update process to improve  
39 accessibility.

40 Commissioner Toyooka stated that he hoped once these updates were adopted,  
41 the Plan would be continuously reviewed and updated. He also believed that a lot  
42 of the Statutes the County had to comply with were urban-oriented and the



1 County should let legislatures know which Statutes do not apply to rural areas so  
2 they could be modified to fit rural settings.

3 Vice Chair Bangs said she appreciated that the community plans were separate  
4 from the Comprehensive Plan because the Comprehensive Plan is a contract  
5 with the State. The community plans were a discussion on the direction that the  
6 County's communities wanted to go.

7 Commissioner Wev responded that State law required the community plans to  
8 remain separate. The Comprehensive Plan is an aspirational document so the  
9 community plans are important to communities in rural areas.

10 Commissioners Thompson and Wev debated about whether people who were  
11 not registered voters, owners of local businesses who did not live in the County,  
12 and part-time residents should be allowed to testify.

13 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka to*  
14 *continue the hearing to June 28, 2023.*

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

18 20. Ordinance 23-07: LAWDUC AMENDMENTS TO REVISE AND UPDATE  
19 PARKING STANDARDS {Page 317}

20 Counselor Pope conducted the first reading of the ordinance.

21 Director Henrikson presented the Staff report on the proposed updates to the  
22 County's parking standards.

23 Chair Kujala opened the public hearing and asked if any Commissioner had a  
24 conflict of interest to report. There were none. He confirmed there were no public  
25 comments and closed the public hearing.

26 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka to*  
27 *continue the hearing to June 28, 2023.*

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

31 21. Ordinance 23-08: Warrenton Urban Growth Boundary (UGB) Amendment {Page  
32 336}

33 Counselor Pope conducted the first reading of the ordinance.

34 Director Henrikson presented the Staff report on the proposed amendment to the  
35 Warrenton UGB.

36 Chair Kujala opened the public hearing and asked if any Commissioner had a  
37 conflict of interest to report. There were none. He confirmed there were no public  
38 comments and closed the public hearing.

39 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka to*  
40 *continue the hearing to June 28, 2023.*



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

**GOOD OF THE ORDER**

There was nothing for the good of the order.

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 8:00 pm.

Approved by,

---

Mark Kujala, Chair



**Clatsop County  
Board of Commissioners  
Minutes  
Wednesday, June 28, 2023**

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**REGULAR MEETING: 6:00 PM**

**FLAG SALUTE**

The Pledge of Allegiance was recited.

**ROLL CALL**

**PRESENT**

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

**AGENDA APPROVAL**

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

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

**BUSINESS FROM THE PUBLIC**

Rick Bowers, 357 Commercial, Astoria, reported that the Clatsop Regional Taskforce had recently discussed housing types and affordability. He explained there was a gap when someone earned too much to qualify for subsidized housing but could not afford a market-rate apartment. He provided a hand-out illustrating someone who lived in affordable housing and could not accept a promotion out of fear of losing the subsidized housing. This gap creates a two-tiered society and people who rely on subsidies are disincentivized from moving up the ladder of success.

Brian Colonna, 1585 Exchange, Astoria, reported that Commissioner Wev's comments were published in the newspaper last week, stating that neighbors' concerns about the Adair expansion were unwarranted. The geological reports provided misleading statements to the public. He was happy to provide the County with geological reports that state the excavation at the bottom of the slope of a landslide zone would be catastrophic to the historic district. The facts indicate the concerns are warranted. He also read in the newspaper that additional funding might be provided to Northwest Oregon Housing Authority (NOHA). NOHA was operating its existing facility dismally and has received scores of three out of 10 for the last three years. NOHA was also being sued by the operations manager that it fired. The organization is a disaster and it did not make sense to continue funding it. He asked anyone affiliated with NOHA to refrain from participating in voting for funding.



1 Jeff Davis, 79432 Ray Brown, Arch Cape, stated he was disappointed that caps and  
2 other short-term rental (STR) restrictions were not included in this meeting's agenda.  
3 Immediately following the certification of the vote on Measure 4221, the County  
4 published a web page announcing the resumption of STR permitting in unincorporated  
5 zones. Nearly half the voters in the May election voted in favor of restricting STRs. The  
6 perception is that the County's position is to add STR permits rather than limit them.  
7 The longer the discussion on caps and other STR restrictions is postponed, the longer  
8 he waited for relief and the more problematic it would be to implement a fair cap and  
9 other limits. In his neighborhood, 30 percent of the houses have STR permits. He asked  
10 if the Board intended to address the issue, as it promised. At the last Board meeting, he  
11 recommended the County gather a group of community members from both sides of the  
12 issue to determine the best way to proceed.

13 Mary Eng, no address, reported that she had found a lot of problems in the homeless  
14 community involving a lack of inclusion and a lack of sensitivity to trauma-informed  
15 approaches. She was being prosecuted for recording a male in the homeless industry  
16 verbally abusing her. She had recorded the incident for her safety. She was also  
17 threatened to be cut with a knife by a member of the Skid Row district and those threats  
18 should be taken seriously. She was concerned that disabilities were not at the forefront  
19 of any shelter system. She had been permanently blacklisted from participating in the  
20 Astoria Warming Center and other organizations due to a vendetta against her for  
21 reporting civil rights violations to the Bureau of Labor and Industries. Whistleblower  
22 retaliation is a serious issue and any organization receiving funding from the County  
23 should be trained in civil rights, inclusion, and non-discrimination. Any existing blacklists  
24 and boycotts in discrimination should cease and desist. She noted that the jail had  
25 excellent vegan cookies, she had an excellent defender, and she hoped the charges  
26 would be dropped as she had no malicious intent when recording the abuse.

## 28 **CONSENT CALENDAR**

29 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka to approve the*  
30 *Consent Calendar.*

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

- 33 1. Contract with CMH for Deputy Medical Director {Page 44}
- 34 2. Supply Creek Bridge Superstructure Replacement {Page 48}
- 35 3. Guardrail Installation - Portions of Dolphin Road and Valley Creek Road {Page  
36 56}
- 37 4. Board of Commissioners Meeting Minutes 4-26-23 {Page 74}
- 38 5. Board of Commissioners Meeting Minutes 5-10-23 {Page 79}
- 39 6. Intergovernmental Agreement #179757-0 with Oregon Department of Human  
40 Services (ODHS) for the Biennium July 1, 2023 through June 30, 2025 {Page 84}
- 41 7. Contract with Orenco for work at the Westport Sewer Treatment Plant {Page  
42 118}



8. Contract for Jail Mental Health Services {Page 123}
9. Contract for Jail Medical Director {Page 127}
10. Approve the 2022-23 Budget and Appropriation Adjustments {Page 131}
11. Oregon Department of Human Services My Future My Choice Contract Amendment no. 4 to increase funding by \$11,000 {Page 135}

## **COMMISSIONER'S LIAISON REPORTS**

Commissioner Thompson handed out a folio from the Community Action Team that provided information about the organization. She reported that the Commission had developed a work plan to implement the Strategic Plan goals and the Columbia Pacific Economic Development Region (Col-Pac) was still looking for an executive director. She also reported that the chairs of the area Commissions on Transportation would be meeting with the Oregon Transportation Commission, where she planned to ask how the Oregon Department of Transportation (ODOT) would make enough money to operate and maintain.

Vice Chair Bangs reported that she met with a representative of the Fort Pointe project in Warrenton, which aimed to provide housing units at a marketable rent rate for working individuals.

Commissioner Wev reported that she hosted the Northwest Oregon Workforce (NOW) board meeting and said a nice amount of federal funding had been infused into workforce development this year. She explained that NOW worked on economic development issues in the county and shared the success story of the Port's efforts to build a boat repair yard to complement Hyak Maritime's facility at Tongue Point. Both the Port and Hyak were having trouble recruiting employees, likely due to the college losing its commercial driver's license training program, so NOW planned to speak with the college about providing some funding. She had requested that NOW provide the Board with a presentation on their work and their budget in September.

Commissioner Toyooka reported that the Regional Housing Taskforce was working with the County to navigate the State's rules that were not rural-friendly and make the rules more realistic for rural development. The Fort Pointe project was experiencing significant barriers like infrastructure, which the County could help with. He hoped that providing infrastructure for housing projects would benefit other developments. The County's permitting, land use and zoning restrictions could also help remove boundaries.

Chair Kujala reported that County Staff met with Warrenton City Staff to discuss ways to supplement the City's infrastructure. He also attended the Trillium House grand opening. He appreciated the article published in the Daily Astorian about the Federal Emergency Management Administration (FEMA) buy-up, which highlighted the coordination among the County and Cities and the barriers to development.



## COUNTY MANAGER'S REPORT

County Manager Bohn reported that he met with the Fire Defense Board, the Sherriff, and Justin Gibbs to discuss ambulance franchises, the 911 consolidated dispatch efforts, burn regulations, and other topics of concern. He also reported that at the July 12<sup>th</sup> Board meeting, a presentation would be given about special districts and intergovernmental entities. At the July 19<sup>th</sup> meeting, Charter Communications would be giving a presentation about their investments in rural broadband initiatives.

Commissioner Thompson stated she had connected the built-to-rent housing developers with the TallWood Design Institute.

## BUSINESS AGENDA

### 12. Human Services Advisory Council (HSAC) Membership Recommendations {Page 166}

Assistant County Manager Steele presented the Staff report on the recommended appointments to the HSAC.

*Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka to appoint the Human Services Advisory Council's recommended appointments of Kathleen Samsel and Grant North to the Human Services Advisory Council. Voting Yea: Commissioner Thompson, Commissioner Wev, Commissioner Toyooka, Vice Chair Bangs, Chair Kujala*

### 13. Human Services Advisory Council grant recommendations awards to outside agencies for FY 2022-23 {Page 172}

Assistant County Manager Steele presented the HSAC's recommendations to award outside agencies with grant funds for FY 2022-23.

*Motion made by Vice Chair Bangs, Seconded by Commissioner Wev to approve social service agencies for grant funding as recommended by the Human Services Advisory Council for the 2022-2023 budget year. Voting Yea: Commissioner Thompson, Commissioner Wev, Commissioner Toyooka, Vice Chair Bangs, Chair Kujala*

### 14. Large County Road Event Application for the 2023 Hood to Coast / Portland to Coast Relays {Page 241}

Senior Planner Ian Sisson presented the Staff report on the permit application for this year's Hood to Coast and Portland to Coast relays on August 25<sup>th</sup> and 26<sup>th</sup>. Staff recommended reimbursements totaling \$36,200.

Vice Chair Bangs asked if the event organizer was required to contract with a professional flagging company to flag on the roads during the race when cars interact with pedestrians. Planner Sisson responded that Staff had recommended a Condition of Approval related to signage, wayfinding, and directing traffic.



1 Felicia Hubber Applicant, added that the event organizer contracted with  
2 Northwest Traffic Control for all of the flagging needs along the racecourse. In  
3 Clatsop County, flaggers will be utilized at 11 locations.

4 Vice Chair Bangs asked if the County could have contact information for  
5 Northwest Traffic Control because there were issues last year.

6 Planner Sisson confirmed that the County had contact information for all of the  
7 key personnel involved in Hood to Coast and it would be best to work through  
8 those channels.

9 Vice Chair Bangs suggested the County advertise a way for constituents to  
10 verbalize concerns.

11 Planner Sisson responded that one of the Conditions of Approval required a  
12 hotline be made available. He would coordinate with Public Affairs to advertise  
13 the information.

14 Commissioner Toyooka asked if the extra expenses for rural law were already  
15 accounted for. County Manager said the estimated reimbursements were  
16 included by the Sheriff's office.

17 Ms. Hubbard thanked the community for allowing the participants to finish the  
18 relay in Clatsop County. While the event could be a nuisance, she hoped it would  
19 attract tourism for the community.

20 *Motion made by Vice Chair Bangs, Seconded by Commissioner Thompson to*  
21 *approve the County Road Event Application for the 2023 Hood to Coast/Portland*  
22 *to Coast Relay as submitted with Staff's recommended Conditions of Approval*  
23 *listed in Exhibit C and a deposit amount of \$36,200.*

24 *Voting Yea: Commissioner Thompson, Commissioner Wev, Commissioner*  
25 *Toyooka, Vice Chair Bangs, Chair Kujala*  
26

27 15. Reappointment to Recreational Lands Planning Advisory Committee {Page 308}

28 Natural Resources Manager Meshke presented the Staff report on the  
29 recommended reappointment to the Recreational Lands Planning Advisory  
30 Committee.

31 *Motion made by Commissioner Wev, Seconded by Vice Chair Bangs to*  
32 *reappoint Brad Catton to the Recreational Lands Planning Committee with a term*  
33 *expiration of February 1, 2026.*

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

37 16. Planning Commission Appointments {Page 311}

38 Community Development Director Henrikson presented the Staff report on the  
39 recommended appointments to the Planning Commission.



1 *Motion made by Commissioner Toyooka, Seconded by Vice Chair Bangs to*  
2 *approve the appointment of Cary Johnson and Jason Kraushaar to the Clatsop*  
3 *County Planning Commission to fill terms that will expire on June 30, 2027.*

4 *Voting Yea: Commissioner Wev, Commissioner Toyooka, Vice Chair Bangs,*  
5 *Chair Kujala*

6 *Voting Abstaining: Commissioner Thompson*

7 Commissioner Thompson explained she abstained from voting as a reminder  
8 that District 5 contains more than half of the land mass of the county.

9 17. Adopt Proposed Fee Schedule for Clatsop County to be implemented July 1,  
10 2023 {Page 330}

11 Assistant County Manager Steele presented the Staff report on the proposed  
12 changes to the County's fee schedule.

13 *Motion made by Vice Chair Bangs, Seconded by Commissioner Thompson adopt*  
14 *the proposed fee schedule to be implemented effective July 1, 2023 as*  
15 *presented.*

16 *Voting Yea: Commissioner Thompson, Commissioner Wev, Commissioner*  
17 *Toyooka, Vice Chair Bangs, Chair Kujala*  
18

19 **PUBLIC HEARINGS**

20 18. Ordinance 23-06: Clatsop County Comprehensive Plan Update – Goals 1-4, 6-14  
21 and Goal 19 {Page 358}

22 Director Henrikson presented the Staff report on the proposed updates to the  
23 Comprehensive Plan.

24 Chair Kujala noted this hearing had been continued.

25 Counselor Pope conducted the second reading of the ordinance.

26 Chair Kujala called for public comments. Seeing none, he closed the public  
27 hearing.

28 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka*  
29 *approve Ordinance 23-06 and conduct the second reading by title only.*

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

32 Commissioner Toyooka said he hoped the Comprehensive Plan would now  
33 become a working document that was constantly updated and revised.  
34

35 19. Ordinance 23-07: LAWDUC Amendments to Revise and Update Parking  
36 Standards {Page 376}

37 Chair Kujala noted this public hearing had been continued.

38 Counselor Pope conducted the second reading of the ordinance.

39 Chair Kujala called for public comments. Seeing none, he closed the public  
40 hearing.



Commissioner Wev said parking was being discussed by planners throughout the whole country in urban and rural areas. Clatsop County was one of the first counties to update its parking standards and was ahead of the curve.

Vice Chair Bangs said she hoped that in communities like Knappa, businesses would not have to excavate an additional lot that would remain unused.

*Motion made by Vice Chair Bangs, Seconded by Commissioner Wev to approve Ordinance 23-07 and conduct the second reading by title only.*

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

## 20. Ordinance 23-08: Warrenton Urban Growth Boundary (UGB) Amendment {Page 396}

Chair Kujala noted this public hearing had been continued.

Counselor Pope conducted the second reading of the ordinance.

Chair Kujala confirmed there were no public comments and closed the public hearing.

*Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka to approve Ordinance 23-08 and conduct the second reading by title only.*

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

## **GOOD OF THE ORDER**

There was nothing for the good of the order.

## **ADJOURNMENT**

There being no further business, the meeting was adjourned at 6:53 pm.

Approved by,

---

Mark Kujala, Chair



**Clatsop County  
Board of Commissioners  
Minutes  
Wednesday, July 12, 2023**

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**REGULAR MEETING: 6:00 PM**

**FLAG SALUTE**

The Pledge of Allegiance was recited.

**ROLL CALL**

**PRESENT**

Commissioner Lianne Thompson

Commissioner Pam Wev

Chair Mark Kujala

**EXCUSED**

Commissioner John Toyooka

Vice Chair Courtney Bangs

**AGENDA APPROVAL**

*Motion made by Commissioner Thompson, Seconded by Commissioner Wev.*

*Voting Yea: Commissioner Thompson, Commissioner Wev, Chair Kujala*

**BUSINESS FROM THE PUBLIC**

Rick Bowers, 357 Commercial Street, Astoria has shared various facts relating to housing and homelessness with the Board. His opinion is that Oregon is following the same approach as California which he says has a worse housing crisis than Oregon does. Mr. Bowers suspects there will housing shortages for decades so we should plan on supporting housing folks for decades. The homelessness situation will not go away.

**CONSENT CALENDAR**

*Motion made by Commissioner Thompson, Seconded by Commissioner Wev.*

*Voting Yea: Commissioner Thompson, Commissioner Wev, Chair Kujala*

1. Resolution & Orders Setting Assessments for Diking Districts 5, 11 and 14, for fiscal year 2023-24 {Page 21}
2. Award of six-month contract to Bio-Oregon for purchase of fish food with option to renew for additional six months {Page 32}
3. Board of Commissioners Minutes 5-24-23 {Page 36}
4. Contract for the Westport Sewer Treatment Plant Operator {Page 42}
5. Professional Services Agreement # C8403 with Dr. Thomas Duncan, M.D. for the Biennium July 1, 2023 through June 30, 2025 {Page 50}
6. Custodial Service Contract {Page 54}



7. Intergovernmental Agreement #180004-0 between Oregon Health Authority (OHA) and the Local Public Health Authority for Clatsop County (LPHA), Clatsop County Department of Public Health, for the Biennium July 1, 2023 through June 30, 2025 {Page 99}
8. FY 23-24 ARPA Funding Agreement with LiFEBoat Services {Page 103}
9. Project Turnkey – Columbia Inn Operating Agreement and Operational Plan {Page 121}

## **COMMISSIONER'S LIAISON REPORTS**

Commissioner Wev is still absorbing the results of the legislative session and hopes staff will help the Board with what they need to address from the outcomes of the session. She recommended a presentation that can be seen on the Oregon Public Broadcasting about the forestry wildfire mapping.

Commissioner Thompson reported the Department of Forestry will be attending the District meetings of the AOC and will meet with the Commissioners regionally. She stated the AOC committee co-chairs are working on taking a thoughtful approach on sharing their regional needs and then present a unified community of interest at AOC. Commissioner Thompson said ColPac is working on getting a new executive director, they had seventeen applicants. The NWAct chairs met with the head of the Oregon Transportation Commission and were notified that the ODOT doesn't have enough money and they are using state funds to remedy past social injustice. The entire transportation system is underfunded. She said the county is looking at starting a traffic safety committee which will be defined later.

Chair Kujala attended the NOHA board meeting and stated that their insurance deductible will be raised from \$5000 to \$25,000 per claim. They will be hiring a recruiter to go out for an executive director. They are in need some maintenance technicians so they can turn around the units. They are still working on the Owens Adair and the opening of Trillium House. Chair Kujala said NOHA is working on getting the meeting agendas and minutes posted for public view.

## **COUNTY MANAGER'S REPORT**

Don Bohn had no report.

## **BUSINESS AGENDA**

10. Approval of the Collective Bargaining Agreement {Page 145}

Human Resources Director Rebecca Cameron presented the collective bargaining agreement for Clatsop County Law Enforcement Association (CCLEA) and thanked the bargaining team for their time and dedication through the process and also the Sheriff and Undersheriff for their leadership and guidance. Ms. Cameron gave a summary of noteworthy changes.

*Motion: "Move that the Board approve the 2023-2027 Collective Bargaining Agreement between Clatsop County and Clatsop County Law Enforcement Association, and authorize the Chair to sign the agreement."*



*Motion made by Commissioner Wev, Seconded by Commissioner Thompson.  
Voting Yea: Commissioner Thompson, Commissioner Wev, Chair Kujala*

## 11. Cost of Living Adjustment for Unrepresented Employees {Page 188}

Ms. Cameron shared the basis of determining the Cost of Living Adjustment (COLA) for unrepresented employees. This is based on the CIP-U West Region and also the Collective Bargaining Agreements. This year the recommendation is a 4.5% COLA.

*Motion: “Move that the Board approve the attached Resolution and Order implementing a cost of living adjustment of 4.5% for Clatsop County unrepresented, confidential, casual, and contracted employees, effective July 1, 2023.”*

*Motion made by Commissioner Thompson, Seconded by Commissioner Wev.  
Voting Yea: Commissioner Thompson, Commissioner Wev, Chair Kujala*

## GOOD OF THE ORDER

There was nothing for the good of the order.

## ADJOURNMENT

There being no further business, the meeting was adjourned at 6:40 pm.

Approved by,

Mark Kujala, Chair



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

August 9, 2023

---

**Agenda Title:** Lease Agreement  
**Category:** Consent Calendar  
**Presented By:** Terry Hendryx, Interim Public Works Director

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**Issue Before the Commission:** Approve a four-year lease to enlarge the McLean Hill Road fill site.

**Informational Summary:** In 2017, the County signed a lease agreement with Joseph Harwager to create a fill site on McLean Hill Road which is scheduled to sunset in February 2027. Mr. Harwager has agreed to allow us to enlarge the site for future use, which may include fill from the anticipated Westport Ferry by-pass road and the Old Mill Town Road widening. This is the only fill site we have in the Westport area. This fill site saves the County money due to its location in both fuel and manpower costs. The nearest fill site currently in-use by the Road Department is located at the intersection of Hillcrest Loop Road and Koppisch Road.

**Fiscal Impact:** \$1,000.00 from 2023-24 Budget 002/3120/82-2670

**Requested Action:** Chair to sign lease and authorize the \$1,000.00 check to be issued to Joseph Harwager.

### Attachment List

A. Lease Agreement



## LEASE AGREEMENT

**DATE:** July 25<sup>th</sup>, 2023

**PARTIES:** Joseph Harwager  
91060 Robinson Road  
Westport, Oregon 97016-8286

("Lessor")

Clatsop County, a Political Subdivision of the State of Oregon  
c/o Clatsop County Public Works Department  
1100 Olney  
Astoria, Oregon 97103  
(503) 325-8631

("Lessee")

THIS INDENTURE OF LEASE, made and entered into effective this 25<sup>th</sup> day of July, 2023 between **Joseph Harwager**, hereinafter referred to as **Lessor**, and **Clatsop County**, a political subdivision of the State of Oregon, hereinafter referred to as **Lessee**.

### WITNESSETH:

IN CONSIDERATION of the covenants and stipulations herein contained on the part of Lessee to be paid, kept and faithfully performed, Lessor does hereby lease, demise and let unto said Lessee, AS IS, those certain premises described in Exhibit A, and situated in the County of Clatsop, and State of Oregon.

TO HAVE AND TO HOLD the above described premises for a period of time commencing with the 1st day of August, 2023 and ending at midnight on the 28<sup>th</sup> day of February, 2027.

CONSIDERATION for this Lease shall be Lessee's payment of \$1,000.00  
Receipt of \$1,000.00 is hereby acknowledged.



IN CONSIDERATION of the leasing of the said premises and the mutual agreements herein contained, the parties agree as follows:

## **SECTION 1. USE OF PREMISES**

**1.1** Lessee shall use the premises for a spoils site as defined below and for no other purpose without the express written consent of Lessor. Lessee shall not make any unlawful, improper or offensive use of the premises. Lessee shall mark the exterior boundary of the tract of land described in Exhibit A in such a manner as to guarantee that no spoils shall be accidentally dumped outside of the boundary.

**1.2** Spoils Definition: Any and all fill materials generated by typical road maintenance and construction, such as, but not limited to the following: soils, sediment, ditch spoils and rock. Asphalt or oil surfacing materials are prohibited.

## **SECTION 2. TITLE**

Lessor makes no representation as to the suitability of the premises for any particular purpose. Lessor does not warrant or guarantee the extent to which it has title or interest in the premises, if any. Lessee waives any and all rights or claims they may have against Lessor, of any nature, which might arise at any time by reason of Lessor having less than clear title or no title to the premises; or that might arise as a result of Lessee's inability to make a particular use of the property.

## **SECTION 3. IMPROVEMENTS**

Lessor shall not be required to make any repairs, alterations, additions or improvements to or upon the premises during the term of this Lease. Lessee will remove any existing vegetation in an area to be filled and haul it from the site prior to placing any fill. On termination of the Lease, Lessee will plant hemlock, fir or cedar trees as requested by the Lessor.

## **SECTION 4. INDEMNITY**

Except for claims arising solely from the negligence of Lessor, its employees or its agents, Lessee agrees to indemnify and hold Lessor harmless from and against all actions, suits, claims and demands for loss or damage, including property damage, personal injury and wrongful death, arising out of or in connection with Lessee and their lease of the premises, including any claims for attorney fees and costs.



## SECTION 5. DEFAULT; REMEDIES

**5.1** A breach of this Lease by Lessee arises if Lessee is in default of any of its obligations under this Lease and such default is not cured within 60 days after Lessor has given Lessee written notice specifying the default.

**5.2** Upon the occurrence of an event of such breach and failure to cure, Lessor may immediately or at any time thereafter reenter the premises either by summary eviction proceedings or by force or otherwise.

**5.3** Whether or not Lessor retakes possession or relets the premises, Lessor has the right to recover its damages.

## SECTION 6. MISCELLANEOUS PROVISIONS

**6.1** It shall be lawful for Lessor, its agents and representatives, at any reasonable time to enter into or upon said demised premises for the purpose of examining into the condition thereof or any other lawful purpose.

**6.2** In the event Lessee for any reason shall hold over after the expiration of this Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a tenancy from month to month, which may be terminated at will at any time by Lessor.

**6.3** Any waiver by Lessor or any breach of any covenant herein contained to be kept and performed by Lessee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

**6.4** Any notice required by the terms of this Lease to be given by one party to the other or desired so to be given, shall be sufficient if in writing, contained in sealed envelope, deposited in the U.S. Certified Mails with postage fully prepaid and if intended for Lessor herein, addressed to Lessee **c/o Clatsop County Public Works Department, 1100 Olney, Astoria, Oregon 97103** and if intended for Lessor herein, addressed to Lessor **Joseph Harwager, 91060 Robinson Road, Westport, Oregon 97016-8286**. Any such notice shall be deemed conclusively to have been delivered to the addresses thereof 48 hours after deposit of such notice in the U.S. Certified Mails.

**6.5** Lessee will not make any unlawful, improper or offensive use of said premises; they will not suffer any strip or waste thereof; they will not permit any objectionable noise or odor to escape or to be emitted from said premises or do anything or permit anything to be done or about said premises in any way tending to



create a nuisance; they will not sell or permit to be sold any spirituous, vinous or malt liquors on said premises, excepting such as Lessee may be licensed by Law to sell and as may be herein expressly permitted; nor will they permit to be sold any controlled substance on or about said premises.

**6.6** All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, to the heirs, executors, administrators, successors and, so far as this Lease is assignable by the terms hereof, to the assigns of such parties.

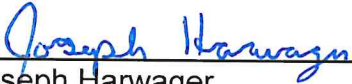
**6.7** Lessee agrees to obey all Federal, State, County, and City laws, regulations and ordinances pertaining to Lessee's use of the demised premises.

**6.8** In construing this Lease, it is understood that Lessor or Lessee may be more than one person, that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter and that generally all grammatical changes hereof apply equally to corporations and to individuals.

This lease agreement is created to supersede Lease Agreement, dated February 23, 2017 and is recorded in Clatsop County Deed of Records as Instrument No. 201702266, in order to enlarge the original leased area.

**IN WITNESS WHEREOF** the parties hereto have executed this Lease Agreement on the date first set out above.

**Lessor:**

  
\_\_\_\_\_  
Joseph Harwager

**Lessee:**

\_\_\_\_\_  
Clatsop County Board of Commissioners

**Approved as to form:**

\_\_\_\_\_  
Clatsop County Counsel



## EXHIBIT A

A tract of land lying in the Southwest Quarter of Section 36, Township 8 North, Range 6 West, Willamette Meridian, and being a portion of that property described in a Deed to Joseph Harwager, recorded as Instrument Number 201102667, Clatsop County Deed Records, and being more particularly described as follows:

Beginning at Engineer's Right-of-Way Station POL 2+43.00 20' Lt., County Road #43, also known as McLean Hill Road, as surveyed by Vance Swenson, County Surveyor, in CS #B-13289, Clatsop County Survey Records. Said Station being N46°21'34"W, a distance of 1,340.86 feet from the South Quarter Corner of Section 36, Township 8 North, Range 6 West, W.M., Clatsop County, Oregon.

Thence along said right-of-way line, S5°01'20"E, a distance of 40.23 feet to Station POL 2+83.23 20' Lt.;

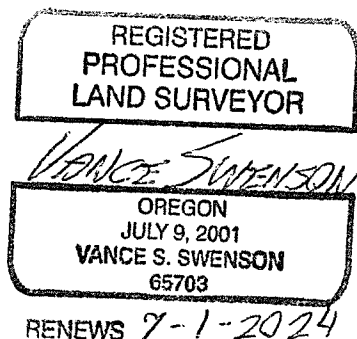
Thence N88°50'29"E a distance of 446.9 feet more or less to the westerly right-of-way line of a private road described in the aforementioned instrument, and currently known as Robinson Road;

Thence northeasterly along the westerly right-of-way line of Robinson Road to its intersection with the southerly right-of-way line of County Road #43, also known as McLean Hill Road;

Thence westerly along the southerly right-of-way line of County Road #43 to the point of beginning.

The tract of land described above contains 1.91 acres, more or less.

This legal description is meant to supersede the legal description in Instrument Number 201702266, Clatsop County Deed Records in order to enlarge the original leased area.





# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

August 9, 2023

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**Agenda Title:** Approval of Intergovernmental Agreement with Oregon Department of Justice, Clatsop County, and District Attorney's Office

**Category:** Consent Calendar

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

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**Issue Before the Commission:** Approve the Intergovernmental Agreement with Oregon Department of Justice, Clatsop County and District Attorney's Office for child support collection efforts.

**Informational Summary:** ORS 180.345(2) and ORS 25.080(7) require the State of Oregon Department of Justice, Clatsop County and District Attorney's Office to enter into a cooperative agreement to provide the DA's implementation of its child support enforcement services in accordance with applicable federal law.

**Fiscal Impact:** Clatsop County is reimbursed 66% by the federal government for its budgeted expenses related to child support enforcement.

### **Requested Action:**

Authorize County Manager to sign the Agreement with the Oregon Department of Justice.

### **Attachment List**

- A. Intergovernmental Agreement with the Department of Justice, Clatsop County and District Attorney's Office
- B. Agenda Item Summary
- C. Contract Review Worksheet



## **AGREEMENT #23494**

### **DEPARTMENT OF JUSTICE COOPERATIVE AGREEMENT CHILD SUPPORT SERVICES**

This Department of Justice Cooperative Agreement is entered into by the State of Oregon acting by and through its Department of Justice ("Department"), Clatsop County ("Subrecipient"), and the District Attorney for Clatsop County ("DA").

#### **RECITALS**

1. ORS 180.345 sets forth, in relevant part:

(1) The Department of Justice is responsible for the administration, supervision and operation of the program authorized by Title IV-D of the Social Security Act (42 U.S.C. 651 et seq.), hereinafter the Child Support Program. The Administrator of the Division of Child Support of the Department of Justice is the Child Support Program Director for the State of Oregon.

(2) The Department of Justice, by and through the director, may:

(a) Enter into cooperative agreements with appropriate courts, law enforcement officials, district attorneys, Indian tribes or tribal organizations and state agencies to provide assistance in carrying out Child Support Program services and any other matters of common concern.

2. Department receives financial assistance from the United States Department of Health and Human Services under Title IV-D of the Social Security Act to administer the State Plan ("Federal Financial Participation").

3. Department is the single state agency designated by the Governor to implement and administer the State Plan for Collection of Child Support and Establishment of Paternity and approved by United States Department of Health and Human Services ("the State Plan") in accordance with Title IV-D of the Social Security Act.

4. ORS 180.345(2) and ORS 25.080(7) authorize Department, Subrecipient, and DA to enter into a cooperative agreement to provide for DA's implementation of its child support services in accordance with applicable federal law.

5. The State Plan, consistent with ORS 25.080, assigns responsibility for certain child support services to DA and provides for the subgrant of a portion of the Federal Financial Participation to Subrecipient to support the delivery of child support services that fall within the responsibility of DA.

6. Department, Subrecipient, and DA desire to enter into this cooperative agreement in accordance with ORS 25.080(7) to provide for DA's implementation of its child support services in accordance with applicable federal law and to provide for the Department's subgrant of a portion of the Federal Financial Participation to Subrecipient to support the delivery of the child support services that fall within the responsibility of the DA under ORS 25.080.



The parties agree as follows:

## AGREEMENT

**1. Effective Date and Term.** This Cooperative Agreement (“Agreement”) shall become effective on the date this Agreement is fully executed by all parties and approved as required by applicable law and applies to activities during the Funds Availability Period (as defined in Section 2.d). This Agreement expires on the earlier of the date of last payment or August 1, 2027 (“Expiration Date”).

**2. Grant.**

**a. Base Grant.** In accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient, from financial assistance the Department receives from the United States Department of Health and Human Services under Title IV-D of the Social Security Act (“Federal Financial Participation”) to administer the State Plan for Collection of Child Support and Establishment of Paternity and approved by United States Department of Health and Human Services in accordance with Title IV-D of the Social Security Act (“State Plan”), an amount (the “Base Grant”) no greater than the actual Allowable Costs (as defined below) necessarily incurred and paid by DA, or by Subrecipient from funds other than those appropriated to the DA, during the term of this Agreement to operate the Program (as defined below). The Base Grant moneys may be used solely to deliver child support services that fall within the responsibility of the DA under ORS 25.080, as further described in Exhibit A, attached hereto and incorporated herein by “Program”.

**b. Incentive Funding.** In addition, in accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient an additional amount (the “Incentive Funding”) equal to Subrecipient’s share of the incentive payments the Department receives from the United States Department of Health and Human Services based on implementation of the State Plan. The Incentive Funding shall equal Subrecipient’s share of the incentive payments received from the United States Department of Health and Human Services, as determined in accordance with OAR 137-055-1500 and with input from the Oregon District Attorney Representatives. The Incentive Funding moneys may be used solely for reinvestment in the Program, as reinvestment is defined in 45 CFR 305.35. Department will develop the overall estimated revenue from incentives to be included in the Program budget request. The Base Grant and the Incentive Funding, collectively, are referred to as “Grant.”

**c. General Fund Appropriation.** In accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient an additional amount (“General Fund Funding”) equal to Subrecipient’s share of the applicable General Fund Budget Appropriation the Department receives during the Legislatively Approved Budget Process. The General Fund Funding shall equal Subrecipient’s share of the relevant appropriation, as determined in accordance with the distribution formula outlined in OAR 137-055-1500.

**d. Funds Availability.** The Base Grant, Incentive Funding, and General Fund Appropriation are available for Program activities commencing July 1, 2023, and ending on June 30, 2027 (“Funds Availability Period”).

**3. Disbursement and Recovery of Grant Moneys.**

**a. Disbursement Generally.**

**i. Base Grant.** Subject to Sections 2 and 3(b), Department shall disburse the Base Grant moneys to Subrecipient quarterly after the end of each calendar quarter falling in whole or in part during the period commencing on July 1, 2023 and ending on the termination date of this Agreement. Quarterly disbursement will be made within 30 days after Department’s receipt of Subrecipient’s invoice for that quarter. If an invoice is submitted less frequently than quarterly, the disbursement payment may be delayed until the next quarter. Each disbursement shall be in an amount equal to the actual Allowable Costs (as defined below) necessarily incurred and paid by Subrecipient or DA during the quarter in operating the Program, less enforcement fees or other fees received by Subrecipient or DA with respect to the Program during the quarter, as evidenced by satisfactory documentation multiplied by the federally-authorized rate of federal financial participation set by the United States Department of Health and Human Services in accordance with 42 USC 655.



**ii. Incentive Funding.** In addition to disbursement of the Base Grant moneys to Subrecipient in accordance with Section 3(a)(i) above but subject to Sections 2 and 3(b), Department shall disburse the Incentive Funding moneys to Subrecipient in accordance with OAR 137-055-1500.

(a) Incentive disbursements must be used within five years from the Grant year or remaining balances will be used within the Program. Subrecipient is notified each quarter of its unclaimed incentive amounts.

(b) Subrecipient cannot request a disbursement of incentives in an amount that is greater than qualified expenses in that quarter.

(c) In the event that this agreement is terminated, Subrecipient's final Incentive Funding disbursement must be reviewed and approved by the Department to ensure Subrecipient has sufficient qualified expenses.

**iii. General Fund.** In addition to disbursement of the Base Grant and Incentive Funding moneys to Subrecipient, in accordance with Section 3(a)(i) and 3(a)(ii) above but subject to Sections 2 and 3(b), Department shall disburse the General Fund moneys to Subrecipient in accordance with the distribution formula outlined in OAR 137-055-1500.

**b. Conditions Precedent to Disbursement.** Department's obligation to disburse Grant moneys to Subrecipient under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. Department has received sufficient funding, appropriations, and other expenditure authorizations to allow Department, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Department has received sufficient Federal Financial Participation, including Incentive Funding, and General Fund Appropriation to allow Department, in the exercise of its reasonable administrative discretion, to make the disbursement.

iii. No Subrecipient or DA default as described in Section 9 has occurred.

iv. With respect to the disbursement of Base Grant moneys only, Department has received a quarterly invoice for the disbursement accompanied by satisfactory documentation evidencing the Allowable Costs for which Subrecipient is seeking reimbursement (to the extent provided for in Section 3.a.i).

v. With respect to the disbursement of Incentive Funding and State General Fund moneys only, Subrecipient and DA are operating the Program, reimbursement documents for the last completed Federal Fiscal Year have been submitted and accepted by the Program and the operating Subrecipient budget for the current fiscal year has been submitted and accepted by the Program.

**c. Recovery of Grant Moneys.** In addition to any other remedies that may be available to Department in the event DA or Subrecipient fails to comply with the terms of this Agreement, Department may recover, in accordance with ORS 25.080(7)(b), the amount of any payments made to Subrecipient of federal funds, under Title IV-D of the Social Security Act, that are, as a result of DA's or Subrecipient's actions or omissions, later excepted, deferred, disallowed, or unsupported as part of a federal or state audit or review. Funds will be recovered from the next disbursement or as mutually agreed by parties. Notwithstanding the immediately preceding sentence, Department may not recover excepted, deferred, or disallowed payments that arise solely from (i) external problems beyond the control of Subrecipient or DA; (ii) DA or Subrecipient actions or omissions that are consistent with relevant administrative rules of the Department's Division of Child Support, relevant approved procedures of the Department's Division of Child Support, or relevant policy advice from the Child Support Program Policy Team; (iii) the failure of Department to perform its obligations under Section 7 hereof; or (iv) any combination of the foregoing.



#### 4. Use of Grant Moneys.

a. **Base Grant.** The Base Grant moneys are available solely to cover actual Allowable Costs (as defined below) necessarily incurred and paid by DA, or Subrecipient from non-federal funds including those appropriated to the DA, to operate the Program during the term of this Agreement. Allowable Costs are those defined in 45 CFR Part 75, Subpart F (audit requirements), except to the extent otherwise limited or excluded by the terms of this Agreement. Allowable Costs include the following:

i. **Personal Services:** Salaries and fringe benefits of employees of DA and Subrecipient who operate the Program. If an employee spends only part of his or her time on Program operations, that employee's salary and fringe benefit costs must be equitably distributed among the Program and the employee's other activities, based on the relative amount of employee time and effort devoted to each activity. Subrecipient must maintain time distribution records in accordance with 45 CFR Part 75, Subpart F (audit requirements) for employees who only spend a portion of their time on Program operations. Upon request, Subrecipient and DA shall furnish Department with copies of the time distribution records and a description of the formula or method used by Subrecipient or DA to determine the distribution of salary and fringe benefit costs.

ii. **Materials and Contracted Services:** The costs of materials and contracted services used in locating noncustodial parents, establishing paternity, and establishing, modifying, and enforcing support obligations.

iii. **Administrative Costs:** Administrative costs incurred by Subrecipient and DA in operating the Program, but only to the following extent:

(a) If Subrecipient has prepared a direct cost plan, to the extent and in accordance with the direct cost plan;

(b) If Subrecipient has prepared an indirect cost plan, to the extent and in accordance with the indirect cost plan; or

(c) If Subrecipient has not prepared either a direct cost plan or an indirect cost plan approved by the State Program or the Federal Government, the federal de minimis indirect cost rate as defined in 45 CFR 75.414 (f) is used. The de minimis for this purpose is defined as 10% of modified total direct costs ("MTDC"). MTDC includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, and the portion of each subaward and subcontract in excess of \$25,000.

As described in §75.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time with the Federal Government. Rates with the State Program are negotiated annually with the submission of the Subrecipient's budget.

iv. **Capital Outlay:** The cost of equipment or furniture with a unit cost in excess of \$5,000, if approved in advance by Department. The full cost of automatic data processing equipment with a unit cost of less than \$25,000 that is used exclusively in Program operations is an Allowable Cost during the quarter in which the equipment is purchased and paid for. All other capital acquisitions must be depreciated and the costs of those capital acquisitions are Allowable Costs in a quarter only to the extent of the depreciation during that quarter. Subrecipient must maintain records of all capital acquisitions whose costs are covered in whole or in part by Grant moneys. Subrecipient may use any generally accepted method of computing depreciation but the method of computing depreciation must be consistently applied for any specific asset or class of assets and must result in equitable charges considering the extent of use of the assets. Subrecipient shall furnish property records and depreciation schedules to Department upon request.



b. **Incentive Funding.** The Incentive Funding moneys may be used solely for reinvestment in the Program, as reinvestment is defined in 45 CFR 305.35, in accordance with 45 CFR Part 75, Subpart F (audit requirements).

**5. Records Maintenance, Audit, Access, and Confidentiality.**

a. **Maintenance of Records.** Subrecipient shall document the use of all Grant moneys disbursed by Department under this Agreement and shall maintain such additional fiscal and other records related to this Agreement as may be required by applicable law. Specifically, but without limiting the generality of the preceding sentence, Subrecipient must maintain records of revenue and fees collected, expenditures made and costs incurred in operating the Program, and other such records as may be required by Department or the United States Department of Health and Human Services.

b. **Audits Generally.** The Grant moneys disbursed to Subrecipient under this Agreement are federal funds received by Department from the United States Department of Health and Human Services under the Department's Child Support Enforcement Title IV-D Grant, whose CFDA Number is 93.563, and are subject to 45 CFR Part 75, Subpart F. Subrecipient shall comply with 45 CFR Part 75, Subpart F as applicable. If Subrecipient must have an audit performed in accordance with 45 CFR Part 75, Subpart F, Subrecipient shall notify Department in writing promptly after Subrecipient determines that it must have such an audit and Subrecipient shall report the Grant moneys received hereunder as pass-through funds on Subrecipient's Schedule of Expenditures of Federal Awards, and promptly after completion of the audit shall furnish Department with a written copy of all audit findings applicable to Subrecipient's Program or the Oregon Child Support Program (as defined in Section 6.a.) or notify Department in writing that the audit resulted in no findings applicable to Subrecipient's Program or the Oregon Child Support Program.

c. **Compliance Audits.** Subrecipient shall assist in all compliance audits of Subrecipient's Program or the Oregon Child Support Program conducted by Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, or their authorized representatives.

d. **Accounting.** Unless applicable federal law requires Subrecipient to utilize a different accounting system, Subrecipient shall create and maintain all fiscal records in accordance with generally accepted accounting principles and in sufficient detail to permit Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, and their authorized representatives, to verify how the Grant moneys were used.

e. **Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records (whether in electronic or hard copy form) that are directly related to this Agreement or the Grant moneys 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 termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Subrecipient shall retain the records until the questions are resolved.

f. **Access to Records and Facilities.** The Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, and their duly authorized representatives shall have access to the books, documents, papers and records (whether in electronic or hard copy form) of Subrecipient that are directly related to this Agreement or the Grant moneys provided hereunder, including but not limited to the books, documents, papers and records described in 45 CFR 305.65, for the purpose of making audits and examinations, including but not limited to audits required by 45 CFR Part 75, Subpart F. In addition, the Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Subrecipient shall permit authorized representatives of Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, and the federal Office of Child Support Enforcement to perform site reviews of all services delivered as part of the Program. Subrecipient or DA shall facilitate and participate in physical site reviews of DA's or Subrecipient's facilities, records storage facilities, or any Oregon Child Support Program facilities,



conducted by Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, the Internal Revenue Service, or their authorized representatives. Site reviews are scheduled on an 18-month rotation. On the basis of site reviews, specific corrective measures may be required of DA and Subrecipient where Subrecipient or DA is found noncompliant with applicable requirements of state or federal regulatory entities and may require a more frequent site review schedule.

**g. Non-Disclosure and Confidentiality Obligations.** Subrecipient and DA must comply with all non-disclosure and confidentiality obligations. Subrecipient and DA must comply with all applicable laws, including without limitation ORS 646A.600 through 646A.628, the Oregon Consumer Identity Theft Protection Act. The use and disclosure of case information and other confidential information is strictly limited to performance of the Services required under this Agreement.

Subrecipient and DA agree to comply with all reasonable requests to ensure the confidentiality and non-disclosure of the confidential information, including without restriction:

**i.** Obtaining confidentiality and non-disclosure agreements for every current and new employee, in a form approved by Department from each employee and agent who performs Services under this Agreement.

**ii.** Performing criminal background investigation inclusive of fingerprinting, on each employee and agent who perform services under this agreement.

**h. Confidentiality.** In operating the Program, Subrecipient and DA shall comply with 42 USC § 654(26), 26 USC § 6103, 45 CFR 303.21, ORS 25.260 and 412.094, OAR 137-055-1140, and all other applicable laws relating to confidentiality.

## **6. Coordination of State Plan Implementation and Administration.**

**a. Federal Coordination.** The parties agree and acknowledge that the Program is part of the overall child support program administered by Department throughout the State of Oregon in accordance with the State Plan, ORS 25.080 and Title IV-D of the Social Security Act (the "Oregon Child Support Program"). The parties further agree and acknowledge that the director of the Department's Division of Child Support is the Oregon IV-D Director (the "Oregon Child Support Program Director") and that the Oregon Child Support Program Director is responsible for direct coordination of Oregon Child Support Program activities with other states and the federal government, and for necessary coordination with the United States Department of Health and Human Services. The parties further agree and acknowledge that the Department is responsible for communications, on behalf of the Oregon Child Support Program, with the federal government related to law, proposed or pending legislation, regulations, policies, and procedures concerning Title IV-D of the Social Security Act. If Subrecipient or DA wishes to communicate, on behalf of the Oregon Child Support Program, with the federal government regarding such matters, Subrecipient or DA, as the case may be, must consult with the Oregon Child Support Program Director prior to making such communication. Department will provide to Subrecipient and DA, in a timely manner, all relevant information concerning any new federal policies, requirements, and procedures relating to any aspect of child support or the Oregon Child Support Program. This Section 6.a. is not intended, and shall not be construed as giving, the Department the authority to prevent Subrecipient and DA from communicating with the federal government. Rather, the purpose of this Section 6.a. is to support the Oregon Child Support Program Director's responsibility to administer a coordinated Oregon Child Support Program, by making the Oregon Child Support Program Director aware of such communications on behalf of the Oregon Child Support Program.

**b. Program Policy, Procedure, and Form Use.** Department, Subrecipient, and DA shall cooperate in the creation, revision, maintenance, and use of procedures and forms relating to the Oregon Child Support Program that affects the parties to this Agreement. Subrecipient and DA shall follow all applicable policies and procedures and use forms that have been approved for legal sufficiency by program counsel.



c. **Program Policy, Rule, and Legislative Coordination.** Department, Subrecipient, and DA shall provide to each other party to this Agreement advance copies of policy and legislative proposals, including proposed administrative rules and draft legislation. If DA pursues legislation independent of the Oregon Child Support Program, DA will consult with the Oregon Child Support Program Director and coordinate such legislation with the Oregon Child Support Program Director to the fullest extent possible. Nothing herein seeks to preclude DA, either directly or through the Oregon District Attorneys Association, or any other party to this Agreement, from seeking or opposing legislation deemed to have an effect on that party. If Subrecipient or DA attempts to influence federal legislation, Subrecipient or DA shall file any reports required under the federal "Truth in Lobbying Act" (31 USC 1352) or other applicable federal law.

d. **Information Systems Access and Database Coordination.**

i. Subject to the conditions set forth below, Department shall provide DA and Subrecipient with access to the Department's federally certified Child Support System, ("Origin") or any federally certified successor system, via a mutually agreed connection, for computer terminals, printers and ancillary information technology equipment installed in the appropriate offices designated by DA or Subrecipient for the purpose of operating the Program. In connection with Origin access, Department shall provide Subrecipient and DA with the Department's policies, procedures, and technical information regarding access to Origin; related and necessary software' assistance in the installation of computer terminals, printers, and ancillary information technology equipment necessary to access Origin, as reasonably necessary, and; technical assistance, as reasonably requested, in accessing and using Origin programs and information in the database, including support for generation of automated forms, printer connectivity, and caseload distribution, all in accordance with the terms and conditions of this Agreement. Subrecipient and DA may access Origin and child support confidential information contained therein solely for the purpose and to the extent necessary to operate the Program and consistent with all federal and state laws, rules, regulations and policies including, but not limited to, those governing the confidentiality and security of the information contained in Origin. Department's obligation to provide the DA and Subrecipient with access to Origin is subject to satisfaction of each of the following conditions precedent:

- (a) Origin is operational.
- (b) Provision of such access will not degrade the service provided to other users of Origin.
- (c) Subrecipient assumes the reasonable cost of providing the information systems and database service.
- (d) Subrecipient purchases, installs, and maintains, at its expense (except to the extent such expenses are Allowable Costs), computer terminals, printers, and other ancillary information technology equipment, necessary to access Origin, in a secured location and limits access to that location, to the equipment, and to the records of various State of Oregon agencies available in Origin to authorized Subrecipient and DA personnel who have a need to access Origin to operate the Program.
- (e) The computer technology and software used by Subrecipient and DA to access information in Origin is compatible with Origin computer technology configuration and will not adversely impact operation of the Oregon Child Support Program.

ii. **Safeguards for Protecting Federal Tax Information.** In operating the Program, Subrecipient and DA shall comply with IRS Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies and Entities, specifically "Exhibit 7", attached hereto as Exhibit B.1, and shall safeguard federal tax returns and return information. Any unauthorized disclosure or unauthorized access to federal tax information is subject to criminal and civil sanctions in IRS Publication 1075. For purposes of this Section 6(c)(ii), references in Exhibit B.1 to "Contract" are to this Agreement and references to "Contractor" are to Subrecipient and DA, collectively.

iii. **Safeguards for protecting Federal Parent Locator Service (FPLS) data and child support confidential information.** In operating the Program, Subrecipient and DA shall comply with the security requirements set forth in the OCSS Security Agreement regarding information systems that transmit,



store, and process National Directory of New Hires, Federal Parent Locator Service, and child support confidential information. Child support confidential information includes, but is not limited to, an individual's Social Security number, residential and mailing addresses, employment information, and financial information as set forth in CFR 303.21(a).

iv. **Safeguards for protecting Personal Identifiable Information (PII).** In operating the Program, Subrecipient and DA shall comply with the security and notification requirements set forth in the Oregon Consumer Identity Theft Information Act ORS 646A.600-622 regarding entities that own, license, maintain, store, manage, collect, process, acquire or otherwise possess personal information, and for vendors that provide services to covered entities. Confidential information includes, but is not limited to, an individual's Social Security number, residential and mailing addresses, employment information, financial information, and online account information as set forth in ORS 646A.602

v. **Incident Response.** Upon learning of any information security incident, the Subrecipient or DA shall immediately notify Department at the contact listed below:

(a) Child Support Program Security Incident Response Team during business hours at [ChildSupportIncidentResponse@doj.state.or.us](mailto:ChildSupportIncidentResponse@doj.state.or.us), or outside of business hours at 503-947-2667.

7. **Department Obligations.** In addition to Department's obligation to disburse the Grant moneys to Subrecipient in accordance with the terms and conditions of this Agreement, Department shall:

a. Act as the liaison to federal Office of Child Support Enforcement ("OCSS") with respect to the Oregon Child Support Program activities in Oregon.

b. Adopt administrative rules to govern and provide overall policy direction for the Oregon Child Support Program, after solicitation and consideration of DA suggestions and in consultation with Program stakeholders.

c. As necessary to meet federal requirements, conduct self-assessment audits of child support cases handled by the DA as part of the Program.

d. Prepare and submit to OCSS the reports required by 42 USC § 655 and 45 CFR § 301.15, with respect to overall Program activities in Oregon.

e. Based on and to the extent of information entered into Origin computerized database by DA or Subrecipient, maintain support payment records and provide billing, receipting, depositing, distribution, accounting, and record-keeping services for payments on all child support cases handled by the DA as part of the Program.

f. Provide certain centralized services for child support cases handled by the DA as part of the Program, including but not limited to, automated aspects of tax refund offset, financial institution data matching, income withholding, location of parents,

g. Encourage DA participation in committees, subcommittees, and workgroups formed by Department to consider and recommend changes to the Oregon Child Support Program to improve its operation.

h. Prepare and furnish to Subrecipient and DA copies of the quarterly federal 396 and 34A reports and the annual federal 157 reports and well as periodic reports on the performance of the Oregon Child Support Program on the performance measures that impact the Incentive Funding.

i. Prepare and submit to the applicable regulatory entity any required report with respect to relevant compliance activities in Oregon by the Oregon Child Support Program.

j. Develop, monitor, and certify annual training requirements for Subrecipient and DA staff who perform services under this agreement.



**8. Reporting Requirements.** In addition to any other reports required by applicable law, Subrecipient and DA shall submit to Department the following:

a. All information on the Program required by Department to complete and submit in a timely manner the reports identified in Section 7(d).

b. Information regarding all child support cases undertaken by DA or Subrecipient for entry into the data system used by Department for the provision of child support billing, collection, accounting, distribution, and automated child support activities.

c. Narrative information on all child support services provided by DA and Subrecipient, all child support actions taken by DA and Subrecipient, and significant contacts by DA and Subrecipient with parties involved in a child support case. This information must be entered electronically directly into Origin.

**9. Subrecipient and DA Default.**

a. Subrecipient shall be in default under this Agreement upon the occurrence of any of the following events:

i. Subrecipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein, and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice.

ii. Any representation, warranty, or statement made by Subrecipient in this cooperative agreement or in any documents or reports relied upon by Department to evaluate Subrecipient's compliance with this Agreement, the expenditure of Grant moneys, or the performance by Subrecipient under this Agreement is untrue in any material respect when made and Subrecipient does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice;

iii. Subrecipient (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due; (iii) makes a general assignment for the benefit of its creditors; (iv) is adjudicated as bankrupt or insolvent; (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect); (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (viii) takes any action for the purpose of effecting any of the foregoing; or

iv. A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution, or winding-up, or the composition or readjustment of debts, of Subrecipient; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets; or (iii) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of 60 consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. DA shall be in default under this Agreement upon the occurrence of any of the following events:

i. DA fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice.



ii. Any representation, warranty or statement made by DA in this cooperative agreement or in any documents or reports relied upon by Department to evaluate DA's compliance with this Agreement, the expenditure of Grant moneys, or the performance by DA under this Agreement is untrue in any material respect when made and DA does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice;

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

a. Department fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to DA within 30 days after the written notice; or

b. Any representation, warranty, or statement made by Department herein is untrue in any material respect when made and Department does not correct such inaccuracy and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to DA within 30 days after the written notice.

**11. Termination.**

a. **Department Termination.** Department may terminate this Agreement:

i. Upon 90 calendar days advance written notice to Subrecipient and DA;

ii. Effective upon written notice to Subrecipient and DA, if Department does not obtain funding, appropriations, and other expenditure authorizations from federal, state or other sources sufficient to satisfy its performance obligations under this Agreement, as determined by Department in the reasonable exercise of its administrative discretion;

iii. Effective upon written notice to Subrecipient and DA if Oregon statutes or federal laws, regulations, or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that the Department no longer has the authority to satisfy its performance obligations under this Agreement or no longer has the authority to provide the Grant moneys from the funding source it had planned to use;

iv. Upon 30 days advance written notice to Subrecipient and DA, if Subrecipient or DA is in default under this Agreement; or

v. Effective upon written notice to Subrecipient and DA, if any license or certificate required by law or regulation to be held by Subrecipient or DA to satisfy its performance obligations under this Agreement is for any reason denied, revoked, suspended, or not renewed.

b. **DA Termination.** After consultation with Subrecipient, DA may terminate this Agreement:

i. Upon at least 90 calendar days advance written notice to Department and Subrecipient;

ii. Effective upon written notice to Department and Subrecipient, if DA fails to receive from Subrecipient sufficient appropriations, limitations, or other expenditure authority to permit DA to satisfy its performance obligations under this Agreement, as determined by DA in the reasonable exercise of its administrative discretion;

iii. Upon 30 calendar days advance written notice to Department and Subrecipient, if Department is in default under this Agreement; or



iv. Effective upon written notice to Department and Subrecipient, if Oregon statutes or federal laws, regulations or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that DA no longer has the authority to satisfy its obligations under this Agreement.

## **12. Effect of Termination.**

a. **Rights and Obligations.** Upon termination of this Agreement, all rights and obligations of the parties arising under this Agreement shall end, except those rights and obligations described in Section 12.b and 12.c.

b. **Final Incentive Award.** In the event that this agreement is terminated, Subrecipient's final Incentive Funding disbursement must be reviewed and approved by the Department to ensure Subrecipient has sufficient qualified expenses.

c. **Survival.** Notwithstanding Section 12.a., termination of this Agreement shall not affect Subrecipient's or DA's obligations under this Agreement or Department's right to enforce this Agreement against Subrecipient and DA in accordance with its terms, with respect to Grant moneys actually received by Subrecipient under this Agreement. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Subrecipient's and DA's representations and warranties, reporting obligations, obligations regarding use of the Grant moneys, record-keeping, audit, access and confidentiality obligations, obligations to comply with applicable federal requirements, or the Department's right to recover from Subrecipient, in accordance with the terms of this Agreement, any Grant moneys actually received by Subrecipient. In addition, termination of this Agreement shall not affect Department's obligation to reimburse Subrecipient, or Subrecipient's right to obtain reimbursement from Department, in accordance with and at rates set forth in Section 3.a. of this Agreement, for all actual Allowable Costs necessarily incurred and paid by Subrecipient or DA to operate the Program during the Funds Availability Period; provided, however, that Department shall have no obligation to reimburse any Allowable Costs more than two years after the date that Subrecipient incurred the cost. If a termination right set forth in Sections 10 or 11 of this Agreement is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

## **13. General.**

a. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid to Subrecipient, the DA, or the Department at the address or number set forth below, or to such person or at such other addresses or numbers as a party may indicate by notice to all other parties pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system, or receipt of a reply email from the recipient. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Department:

Kate Cooper Richardson  
Director, Oregon Child Support Program &  
Division of Child Support  
Oregon Department of Justice  
1162 Court Street NE  
Salem, OR 97301  
Kate.Richardson@doj.state.or.us



Notices to Subrecipient:

Don Bohn  
Clatsop County Manager's Office  
800 Exchange St., Ste 410  
Astoria, OR 97103  
503/325-1000, ext 1304

Notices to DA:

Ron Brown  
Clatsop County District Attorney  
PO Box 149  
Astoria, OR 97103  
503/325-8581, ext 1201

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

**c. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**d. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Department (or any other agency or department of the State of Oregon) and another party to this Agreement that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

**e. Compliance with Law.** Subrecipient and the DA shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the operation of the Program. Without limiting the generality of the foregoing, Subrecipient and the DA each expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement or the Program: (a) Title IV-D of the Social Security Act and its implementing federal regulations and all other applicable federal regulations and requirements; (b) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (c) ORS 659A.403, 659A.406, and ORS 659.145, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the operation of the Program; (d) ORS 659A.142; and (e) the federal laws described in Exhibit B, attached hereto and incorporated herein by this reference. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement or Program and required by law to be so incorporated. All employers, including Subrecipient and DA, 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.

**f. Assignment of Agreement, Successors in Interest.**

(i) Neither Subrecipient nor the DA shall assign or transfer any interest in this Agreement, enter into any subcontracts for delivery of child support services or income withholding services (as described in Exhibit A), or subgrant any Grant moneys, without the prior written approval of Department. Any such



assignment, transfer, subcontract or subgrant, if approved, is subject to such conditions and provisions as the Department may deem necessary. No approval by the Department of any assignment, transfer, subcontract, or subgrant shall be deemed to create any obligation of the Department in addition to those set forth in the Agreement nor will Department's approval of an assignment, transfer, subcontract, or subgrant relieve Subrecipient or the DA of any of its duties or obligations under this Agreement.

(ii) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

**g. No Third Party Beneficiaries.** Department, Subrecipient, and DA are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to any other person or entity unless such person or entity is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

**h. 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 failure of a party to enforce a provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

**i. Amendment.** No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and, when required, approved for legal sufficiency. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. Subrecipient and DA, by signature of its authorized representative, hereby acknowledge that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each party must notify the other parties of a change in the name or contact information of persons to whom notices are provided under Section 13.a by notice pursuant to Section 13.a. Notice of a change in name or contact information under Section 13.a is effective upon receipt by the other parties without need to amend this agreement.

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

**k. Independent Contracting Parties.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither Subrecipient nor the DA is an officer, employee, or agent of Department as those terms are used in ORS 30.265 or otherwise.

**l. Force Majeure.** No party shall be held responsible for delay or default caused by fire, civil unrest, natural causes, and war that is beyond that party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

**m. Responsibility for Employees, Officers, and Agents.** Subrecipient and DA shall be responsible exclusively, with respect to their respective employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and Public Employees Retirement System contributions. Subrecipient, DA, and Department each shall be responsible, to the extent required 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.

**n. Remedies not Exclusive.** The remedies provided to a party, under the terms of this Agreement, for another party's breach of its obligations under this Agreement are not exclusive and are in addition to any remedies provided by law or in equity.



**o. Contractor or Subrecipient Determination**

In accordance with the State Controller's Oregon Accounting Manual, Policy 30.40.00.102, the DOJ's determination is that:

☒ Recipient is a subrecipient;      OR      ☐ Recipient is a contractor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: Program No 93.563



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

**STATE OF OREGON ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Lisa M. Udland Title: Deputy Attorney General

**DEPARTMENT OF JUSTICE DIVISION OF CHILD SUPPORT**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Kate Cooper Richardson Title: Director

**CLATSOP COUNTY**

**BY: CLATSOP COUNTY GOVERNING BODY**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Don Bohn Title: Clatsop County, County Manager

**BY: CLATSOP COUNTY DISTRICT ATTORNEY**

Authorized Signature:  Date: 6-22-23

Printed Name: Ron Brown Title: Clatsop County District Attorney

**APPROVED FOR LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS.291.047**

Email Approval June 14, 2023.

Printed Name: Samuel B. Zeigler Title: Senior AAG



**DEPARTMENT OF JUSTICE  
COOPERATIVE AGREEMENT  
EXHIBIT A  
PROGRAM DESCRIPTION**

The Grant moneys are available to Subrecipient and DA, subject to and in accordance with the terms and conditions of this Agreement, solely to operate a child support program consisting of (a) the support services described in ORS 25.080(4) for any order or judgment that is or could be entered under ORS Chapter 107, 108, 109, 110, 416, 419B, or 419C; and (b) the limited income withholding services described in ORS 25.381. Subrecipient and DA must operate their child support program in accordance with the following procedural and operational requirements:

1. The program must satisfy the requirements of Title IV-D of the Social Security Act, as set forth in: (a) the State Plan; (b) applicable Oregon Revised Statutes and Oregon Administrative Rules; and (c) applicable federal laws and regulations, specifically including Title IV-D of the Social Security Act (42 USC § 651 *et seq*) and Title 45 of the Code of Federal Regulations, Parts 300 to 399.
2. Subrecipient and DA must make the child support services described above available to any person described in ORS 25.080 who requests such services and to whom DA is responsible for providing such services under ORS 25.080. In addition, Subrecipient and DA must make limited income withholding services under the provisions of ORS 25.381 available to an obligor or obligee who requests such services and to whom the DA is responsible for providing child support services under ORS 25.080.
3. Subrecipient and DA shall comply with the following non-discrimination requirements:
  - a. Neither Subrecipient nor DA shall, on the basis of race, color, religion, sex, national origin, language or dialect, creed, marital status, age, or the presence of any sensory, mental, or physical handicap:
    - i. Deny an otherwise eligible individual services supported in whole or in part with Grant moneys.
    - ii. Provide any services or other benefits, supported in whole or in part with Grant moneys, to an individual that are different, or are provided in a different manner, from those provided to other similarly situated individuals, except where necessary to accommodate the unique circumstances of the individual.
  - b. Subrecipient and DA shall make available reasonable translation services for any individual described in ORS 25.080 who is not fluent in English and who requests translation services and with respect to whom the DA is responsible for providing such services under ORS 25.080. Necessary translation services are an Allowable Cost and therefore a permissible use of Grant moneys.



**DEPARTMENT OF JUSTICE  
COOPERATIVE AGREEMENT  
EXHIBIT B  
REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of Section 13.d, of the Agreement, in operating the Program, Subrecipient and DA shall comply with the following federal requirements. 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.** Subrecipient and DA shall comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the operation of the Program. Without limiting the generality of the foregoing, Subrecipient and DA expressly agree to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement or the Program: (a) Titles 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; (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; and (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations. 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 services in violation of 42 USC 14402.

**2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Subrecipient and DA shall 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, and EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Subrecipient and DA shall 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 40 CFR 32.100 to 32.145, 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 the Department, the United States Department of Health and Human Services, and the appropriate Regional Office of the Environmental Protection Agency.

**4. Energy Efficiency.** Subrecipient and DA shall 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.** Subrecipient and DA each certify, to the best of their knowledge and belief, that:

- a.** No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient or DA, 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 Subrecipient shall



complete and submit Standard Form LLL “Disclosure Form to Report Lobbying” in accordance with its instructions.

- c. Subrecipient and DA 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 Subrecipient’s and subcontractors shall certify and disclose accordingly.
- d. No part of any federal funds paid to Subrecipient and DA under this Contract 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.
- e. No part of any federal funds paid to Subrecipient and DA under this Contract 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 Agencies or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- f. 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.
- g. No part of any federal funds paid to Subrecipient and DA under this Contract 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.

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, 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.

**6. Resource Conservation and Recovery.** Subrecipient and DA shall 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 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 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 Parts 247-253.

**7. Audits.** Subrecipient and DA shall comply with the applicable audit requirements and responsibilities set forth in 45 CFR Part 75, Subpart F.

**8. Debarment and Suspension.** Subrecipient and DA shall not purchase goods or services in implementation of the Program from any person or entity 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 45 CFR Part 76). 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. Subrecipient and DA shall require all vendors with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

**9. ADA.** Subrecipient and DA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance, and operation of any structures, facilities, and in the conduct of all activities, services and training associated with the Program.

**10. Pro-Children Act.** Subrecipient and DA 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. National Voter Registration Act.** Subrecipient and DA shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993, which require voter registration opportunities to be offered where an individual may apply for or receive an application for public assistance.

**12. Servicemembers Civil Relief Act.** Subrecipient and DA shall comply with the Servicemembers Civil Relief Act (codified at 50 USC App 3901 et. seq.).

**13. Access to Federal Taxpayer Information.** If Subrecipient or DA enters into contracts or agreements to perform services for the review, maintenance, or storage of Program information or as defined in IRS Publication 1075-Exhibit 6, "Contractor 45-Day Notification Procedures," Subrecipient or DA shall notify the Department of the intent to contract and provide the Department with the information necessary for the Department to issue a "Contractor 45-Day Notification" letter to the IRS Office of Safeguards no later than 45 days prior to the initiation of the work, in accordance with the provisions of IRS Publication 1075.

**14. Access to Locations Containing Federal Taxpayer Information.** If Subrecipient or DA enters into contracts or agreements to perform work in locations in which Subrecipient or DA conducts Program activities, provides Program services, or stores Program information, Subrecipient or DA shall include IRS Publication 1075-Exhibit 7, "Contract Language for General Services" in its contract or agreement with such persons, subcontractors, or entities in accordance with the provisions of IRS Publication 1075. Exhibit 7 language from the 2021 IRS Publication 1075 is incorporated under Exhibit B.1 of this Agreement.

**15. The Federal Funding Accountability and Transparency Act (FFATA).** FFATA is designed to increase transparency and improve the public's access to federal government information. To this end, FFATA requires that executive compensation data be reported for all new federal grants funded at \$30,000 or more with an award date on or after October 1, 2015. As such, grants awarded by the Department are required to report executive compensation data as addressed in this grant award term. Subrecipient is required to complete and submit a FFATA certification form annually. The certification form will be provided by the Department in coordination with the Annual Letter. More detailed information regarding FFATA requirements can be located at <http://www.hrsa.gov/grants/ffata.html>.



**EXHIBIT B.1**  
**PUBLICATION 1075 EXHIBIT 7**  
**CONTRACT LANGUAGE FOR GENERAL SERVICES - FEDERAL TAX INFORMATION (FTI)**  
**SECURITY**

**I. PERFORMANCE**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
- (11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.



(12) For purposes of this contract, the term “contractor” includes any officer or employee of the contractor with access to or who uses FTI, and the term “subcontractor” includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

## **II. CRIMINAL/CIVIL SANCTIONS**

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(4) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(5) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

## **III. INSPECTION**

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use



of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.



## EXHIBIT B.2

### **GENERAL TERMS AND CONDITIONS**

Except as noted otherwise, these Terms and Conditions (T&Cs) apply to all mandatory grant programs administered by the Administration for Children and Families (ACF). T&Cs can be found at Post-Award Requirements. In addition to these T&Cs, please review the separate program-specific Supplemental T&Cs for each program.

By acceptance of the individual awards, each grant recipient and subrecipient agrees to comply with these T&Cs. Failure to comply may result in disallowances, restricted drawdown, withholding of future awards, and deferral of claims for Federal Financial Participation (FFP) of the grant. The first draw down or request for award funds from HHS Division of Payment Management Services (PMS) constitutes acceptance of the T&Cs under the grant award.

#### **Important websites:**

- *ACF website:* <https://www.acf.hhs.gov/>.
- *ACF Post-Award Requirements:* <https://www.acf.hhs.gov/grants/post-award-requirements>.
- *Appropriations:* <https://crsreports.congress.gov/>.
- *General and Permanent Laws:* United States Code (U.S.C.), <https://uscode.house.gov/>.
- *HHS website:* <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>.
- *Regulations:* Electronic Code of Federal Regulations (e-CFR), <https://www.ecfr.gov/> or the new beta eCFR at <https://ecfr.federalregister.gov/>.
- *U.S. Federal Legislative Information:* <https://www.congress.gov/>.

## **ADMINISTRATION FOR CHILDREN AND FAMILIES**

### **MANDATORY FORMULA, BLOCK AND ENTITLEMENT GRANT PROGRAMS**

Catalog of Federal Domestic Assistance (CFDA) Program No. varies, see program specific Supplemental Terms and Conditions

### **APPLICABLE LEGISLATION, STATUTE, REGULATIONS**

1. Effective December 2014, the Department of Health and Human Services (HHS)-specific implementing regulations of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is codified at **45 CFR Part 75**.

- a. The following provisions apply to all mandatory grant programs:
  - i. Subpart A – Acronyms and Definitions
  - ii. Subpart B – General Provisions
  - iii. Subpart D – Post Federal Award Requirements only portions apply to all:
    1. 45 CFR §75.303 – Internal Controls
    2. 45 CFR §75.351 through §75.353 – Subrecipient Monitoring and Management.
- b. Please see the program specific Supplemental Terms and Conditions as exceptions do apply to some ACF grant programs.



- c. Unless otherwise stated, grant recipient and subrecipient must refer to the HHS-specific language in 45 CFR Part 75 rather than 2 CFR Part 200.
2. Additional federal regulations:
    - a. **2 CFR Part 25** – Universal Identifier and System for Award Management
    - b. **2 CFR Part 170** – Reporting Subaward and Executive Compensation Information
    - c. **2 CFR Part 175** – Award Term for Trafficking in Persons
    - d. **2 CFR Part 176** – Award Terms for Assistance Agreements that include Funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5
    - e. **2 CFR Part 180** – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)
    - f. **2 CFR Part 376** – Nonprocurement Debarment and Suspension
    - g. **2 CFR Part 382** – Requirements for Drug-Free Workplace (Financial Assistance)
    - h. **31 U.S.C. §3335, §6501, and §6503** (see also **31 CFR Part 205** – Rules and Procedures for Efficient Federal-State Funds Transfers) – Cash Management Improvement Act
    - i. **45 CFR Part 16** – Procedures of the Departmental Grant Appeals Board
    - j. **45 CFR Part 30** – Claims Collection
    - k. **45 CFR Part 80** – Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964
    - l. **45 CFR Part 81** – Practice and Procedure for Hearings Under Part 80 of this Title
    - m. **45 CFR Part 84** – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance
    - n. **45 CFR Part 86** – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance
    - o. **45 CFR Part 87** – Equal Treatment for Faith-Based Organizations
    - p. **45 CFR Part 91** – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance
    - q. **45 CFR Part 93** – New Restrictions on Lobbying
    - r. **45 CFR Part 95** – General Administration – Grant Programs
    - s. **45 CFR Part 100** – Intergovernmental Review of Department of Health and Human Services Programs and Activities
  3. Statutory and national policy requirements:
    - a. Human Trafficking Provisions. These awards are subject to the requirements of Section 106(g) of the “Trafficking Victims Protection Act of 2000” (22 U.S.C. 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.
    - b. Mandatory Disclosures. These awards are subject to the requirements in 31 U.S.C. 3321, 41 U.S.C. 2313, and provisions found in Federal regulations at 45 CFR §75.113 and Appendix XII of this part, and 2 CFR Parts 180 and 376 for debarment and suspension. Non-Federal entities must disclose all violations of Federal criminal



law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to comply may result in any noncompliance remedies, including debarment and suspension.

ACF is required to review and consider information about any current or potential recipient, subrecipient, contractor, or subcontractor contained in the Federal Awardee Performance and Integrity Information System (FAPIIS) (<https://www.fapiis.gov>) and System for Award Management (SAM). Non-Federal entities may review and comment on any information about itself that has been entered into FAPIIS. ACF will consider any comments by the non-Federal entity, in addition to other information in FAPIIS to judge the grant recipients integrity, business ethics, and record of performance under Federal awards when completing its review of risk.

c. *Micro-purchase and Simplified Acquisition Threshold for Financial Assistance.* “Due to statutory changes set forth in the National Defense Authorization Act for Fiscal Year 2018, which became law on December 12, 2017, the threshold for micro-purchases is now set at \$10,000, and the threshold for simplified acquisition is now \$250,000. In accordance with 41 U.S.C. § 1902(f), changes to the thresholds are not effective until implemented in the Federal Acquisition Regulations (FAR). However, pursuant to 2 CFR §200.102, OMB has issued an exception to allow grantees [recipients] to use these higher thresholds in advance of revisions to the FAR at 48 CFR Subpart 2.1 and the Uniform Guidance. Further, the National Defense Authorization Act for Fiscal Year 2017, which became law on December 23, 2016, establishes a uniform process by which institutions of higher education, or related or affiliated nonprofit entities, nonprofit research organizations or independent research institutes can request a micro-purchase threshold above \$10,000. Prior to requesting a higher threshold, please contact the Grants Management Specialist (GMS) identified on your Notice of Award (NoA) or award letter for instructions to submit the request.”

d. *Non-Discrimination Legal Requirements for Recipients of Federal Financial Assistance.* You must administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

- You must take reasonable steps to ensure that your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov>.
- For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.
- HHS funded health and education programs must be administered in an environment free of sexual harassment, see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.



- For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, *see* <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

e. *Posting Federally Funded Disclaimer Language on Documents*. In accordance with Section 505 of Public Law 115-31, the Consolidated Appropriations Act of 2017 is applicable to the mandatory grant programs. “When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds included in this Act, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.”

f. *Prohibition on Expending HHS Award Funds for Covered Telecommunications Equipment or Services as Per 2 CFR §200.216*. Effective August 13, 2020, 2 CFR §200.216 applies to all grant programs. “Prohibition on certain telecommunications and video surveillance services or equipment.”

(a) As described in 2 CFR 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:

(1) Procure or obtain,

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.”

- g. *Salary Limitation – Federal Executive Level II*. Federal funds for these grant programs consistently include a provision as part of the Consolidated Appropriations Act (e.g., Public Law 115-31, May 5, 2017) from Congress that the amount that “shall be used to



pay the salary of an individual, through a grant or other extramural mechanism” including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2017/executive-senior-level> under the “Rates of Pay for the Executive Schedule” link. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entities organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

- i. Federal Funds Accountability and Transparency Act (FFATA) Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the “Federal Funds Accountability and Transparency Act of 2006” (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.
- h. Smoking Prohibitions. In accordance with Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

The above language must be included in any subawards that contain provisions for children’s services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

#### **COST SHARING OR MATCHING (NON-FEDERAL SHARE) OF PROGRAM FUNDING**

4. Some mandatory grant programs require the grant recipient to provide a portion of program funding, as specified in Federal law. Please see the program specific Supplemental Terms and Conditions for the requirements.
5. Insular Areas. For any program that (a) requires a non-Federal share of program funding and (b) is available to several identified grant recipients, under the provisions of 48 U.S.C. 1469a.(d), as amended, the Insular Areas, defined as American Samoa, Guam, the Northern Mariana Islands and the U.S. Virgin Islands, are not required to provide up to \$200,000 of the non-Federal share of program funding. If, in any fiscal year, the non-Federal share exceeds \$200,000, the statutory Federal /non-Federal funding rates for that program will apply to all expenditures that exceed that threshold.

#### **FINANCIAL REPORTING**

6. Federal funds awarded under this grant must be expended for the purposes which they were awarded and within the time period allotted. Grant recipients are required to file periodic financial or program specific expenditure reports either quarterly or annually for each program. Please see the program specific Supplemental Terms and Conditions for the requirements.



7. Electronic Submissions. Reports must be submitted electronically. Paper copies will not be accepted. ACF mandatory grant recipients must submit periodic financial reports through two separate online reporting systems. Each system is secure requires individuals to use a PIN, username, and password.

- a. GrantSolutions On-Line Data Collection (OLDC) system is the online reporting mechanism and is located at <https://grantsolutions.gov>. The GrantSolutions Help Desk is open on Monday through Friday from 7:00 am to 8:00 pm ET (except for Federal Holidays). You may reach the Help Desk at 1-866-577-0771, 202-4015282, or [help@grantsolutions.gov](mailto:help@grantsolutions.gov).
- b. HHS Payment Management System (PMS) is the online payment management mechanism and is located at <https://pms.psc.gov>. The PMS Help Desk is open Monday through Friday from 7:00 am to 9:00 pm ET (except Federal Holidays). You may reach the Help Desk at 1-877-614-5533 or [PMSSupport@psc.gov](mailto:PMSSupport@psc.gov).

8. Obligation Period/Funding Period. Unless superseded by program specific statute or regulations or by other ACF program specific policies, the obligation period will start on the first day of the Federal fiscal year for which the award is being issued (regardless the issue date of that award) and the deadline for obligating Federal funds for mandatory grant programs is the last day of the following fiscal year for which the award is issued.

9. Liquidation Period. Unless superseded by program specific statute or regulations or by ACF policy, the deadline for liquidating Federal funds is 90 days after the end of the obligation period/funding period (or as specified in a program regulation).

## PROGRAM REPORTING

10. Please see the program specific Supplemental T&C for the program reporting requirements.

## PROPERTY REPORTING

11. Real property (see limitation under item 12 within this T&C), tangible personal property, and intangible property, that are acquired or improved with a Federal award must be held in trust by the recipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. ACF requires the recipient to record liens or other appropriate notice of record to indicate the personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property. Unless program regulations, program-specific supplemental T&Cs, or other program guidance say otherwise, recipients are required to follow the property standards outlined under 45 CFR §§75.316 – 75.323. States must follow their own state property standards. The following are the real property and tangible personal property guidance and reporting requirements. For additional information, please see the ACF Property Guidance pages.

12. Real Property Reports (SF-429s), OMB Control No. 4040-0016. ACF Real Property guidance is located at <https://www.acf.hhs.gov/real-property>. There are only a few ACF grant programs that have explicit statutory authority to allow, with written approval, to use federal funds to purchase, construct, and/or renovate real property. Please see program-specific supplemental T&Cs and the Applicable ACF Grant Programs with Real Property Authority list for this authority. When real property is used for these purposes, a Federal interest is established. This interest does not expire. So long as a Federal interest remains, the title holding recipient (and on behalf of subrecipients) must submit a report on the property annually in GrantSolutions OLDC. **Only reports submitted in GrantSolutions OLDC are considered official submissions.** ACF requires the recipient to submit real property reports and requests about real property that is proposed or was purchased/acquired,



constructed, and/or made major renovations with federal funds. Recipients are responsible for submitting these reports on behalf of their subrecipients.

In accordance with program specific requirements, recipients (and on behalf of subrecipients) are required to submit the OMB approved Real Property Status Report SF-429 and Attachments, in which there is a Federal interest. The collection of SF-429 forms must be used for awards that establish a Federal interest on real property. Overview of forms are as follows:

- a. **SF-429.** The Cover Page must be submitted along with the other SF-429 Attachments (A, B, and C). GrantSolutions OLDC automatically adds the cover page to the Attachment.
- b. **SF-429 Attachment A.** The Annual General Report is due annually and follows the same reporting cycle as the annual Federal Financial Report or program specific Expenditure Report.
- c. **SF-429 Attachment B.** The Acquire or Improve Request may be submitted at any time to request prior approval to use federal funds to acquire or improve property. The submission of this form, with supporting documentation, in GrantSolutions OLDC is the official starting point for any prior approval request to purchase, construct, and/or major renovation project for real property.
- d. **SF-429 Attachment C.** The Disposition or Encumbrance Request may be submitted at any time to request disposition instructions. The submission of this form, with supporting documentation, in GrantSolutions OLDC is the official starting point for any prior approval disposition or encumbrance requests. When the property is no longer needed, the recipient (and on behalf of subrecipients) must submit in GrantSolutions OLDC a request for disposition instructions. OGM must be consulted and confirm the percentage of participation (federal interest) before any payment is remitted on a property. ACF will review and make a decision on one of the three standard OMB disposition options described under 45 CFR §75.318(c) to eliminate the Federal interest. The recipient (and on behalf of subrecipient) are required to compensate ACF for its share by remitting payment when real property is sold or retained. Payment must be received and confirmed before ACF can release the federal interest on the property. For more information, see Remit Payment guidance.

Please note that for the SF-429 Attachment B and C, the appraised value is the current fair market value based on the appraisal (no more than three years old) conducted by an independent certified appraiser.

13. *Tangible Property Report (SF-428s), OMB Control No. 4040-0018.* ACF Real Property guidance is located at <https://www.acf.hhs.gov/tangible-personal-property>. Recipients and subrecipients that purchase any tangible personal property (e.g., equipment with a unit cost of \$5,000 or more and residual supplies with an aggregate fair market value exceeding \$5,000) under the grant award are required to submit the OMB approved Tangible Personal Property form SF-428. The SF-428 is a standard form used to collect information related to tangible personal property. Unless otherwise directed in the program-specific supplemental T&Cs, grant programs are required to submit the SF- 428s. Recipients are required to submit the forms on behalf of subrecipients. A state, as defined by 45 CFR §75.2, must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Overview of the forms are as follows:

- a. **SF-428.** The Cover Page must be submitted along with the other SF-428 Attachments (B, C, and S).
- b. **SF-428 Attachment A.** The Federally Owned Property Annual Report is **not applicable to ACF grant programs.**
- c. **SF-428 Attachment B.** The Final/Award Closeout form on Acquired Equipment purchased with Federal Funds is due at the end of a Federal Assistance Award. This form may not



apply to some mandatory grant programs. Please see program-specific supplemental T&Cs for applicability and exceptions.

- d. **SF-428 Attachment C.** The Disposition Request form on Acquired Equipment is due at any time other than award closeout. The submission of this form, with the SF-429 cover page and supporting documentation, to OGM is the official starting point for any prior approval disposition request. OGM must be consulted and confirm the percentage of participation (federal interest) before any payment is remitted on the property. Recipients (and on behalf of subrecipients) are required to compensate ACF for its share by remitting payment when equipment is sold or retained. Payment must be received and confirmed before ACF can release the federal interest on the property. For more information, see Remit Payment guidance.
- i. SF-428 Attachment C Guidance: For item “1. Request Disposition Instructions for:” when the disposition request is for equipment with a current fair market value (FMV) of:
- \$5,000 or more:
    - Select one of the two options listed.
    - Add a comment in line 4 (if necessary), and
    - Provide the SF-428 S or other supporting documentation regarding the request.
  - \$5,000 or less:
    - Add a comment in line 4 that:
      - The current FMV is less than \$5,000, and
      - The disposition option requested: 45 CFR §75.320(e)(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the HHS awarding agency.
    - Provide the SF-428 S or other supporting documentation regarding the request.
- e. **SF-428 Attachment S.** The Supplemental Sheet may be submitted with the SF-428 Attachment B or C to provide additional information.

## GRANT PAYMENTS

14. Payment. All grant program payments will be made available through the HHS PMS. Questions pertaining to payments should be directed to: HHS Division of Payment Management, P.O. Box 6021, Rockville, MD, 20852, or PMS Help Desk at 877-6145533, or [PMSSupport@psc.gov](mailto:PMSSupport@psc.gov). Other questions should be directed to the ACF contact listed on the NOA or program-specific supplemental T&Cs.

15. Returning Funds/Interest. Unless otherwise directed in the financial or program specific expenditure report, the HHS Program Support Center (PSC) serves as a centralized point for returning grant interest and funds according to established federal law, policies, procedures, and regulations. PMS prefers that repayment be completed as an electronic transfer or by check. Please refer to the PSC Returning Funds/Interest instructions at: <https://pms.psc.gov/grant-recipient/returningfunds.html>.



## SUB-RECIPIENTS AND SUBCONTRACTING MONITORING AND MANAGEMENT

16. According to the Applicability table in 45 CFR §75.101(b)(1), and the exceptions described in §§75.101(d) and (e), all grant programs must comply with the Subrecipient Monitoring and Management requirements described in subpart D, §§75.351 - .353.

17. The prime recipient is the entity that receives a Federal award directly from ACF. Prime recipients are responsible for flowing down the General T&Cs in this document as applicable, see *Subrecipient Monitoring* as follows for more information.

18. *Debarred or Suspended.* No entity may participate in these programs in any capacity or be a recipient of Federal funds designated for these programs if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs or activities. Please see Executive Orders 12549 and 12689, as well as 2 CFR Parts 180 and 376 for debarment and suspension provisions. Grant recipients must include a similar T&C for all subawards or contracts awarded under these programs. Prior to issuing subawards or contracts under this grant, the grant recipient (pass-through) must review information available through the System for Award Management, <https://www.sam.gov>, to determine whether an entity is ineligible.

19. *Subrecipient and Contractor Determinations.* Grant recipients are required to make case-by-case determinations whether the substance of an agreement creates a Federal assistance relationship (subaward) or a procurement relationship (contract) in accordance with 45 CFR §75.351. The presence of one or more characteristics may not be present in all cases; as such, the grant recipient must use judgment as the substance of the relationship is more important than the form of the agreement. ACF may also supply and require recipients to comply with additional guidance to support these determinations.

a. **Subrecipients.** “A subaward is for the purpose of carrying out a portion of a Federal program and creates a Federal assistance relationship with the subrecipient.” According to 45 CFR §75.101(b)(1), the T&Cs of Federal awards flow down to subawards of subrecipients unless a particular section of 45 CFR Part 75 or the program-specific supplemental T&Cs of the Federal award specifically indicates otherwise.

“Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- i. Determines who is eligible to receive Federal assistance;
- ii. Has its performance measured in relation to whether objectives of a Federal program were met;
- iii. Has responsibility for programmatic decision making;
- iv. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- v. In accordance with its agreement, **uses the Federal funds to carry out a program for a public purpose specified in authorizing statute**, as opposed to providing goods and services for the benefit of the grant recipient.”

*Please note that as a long standing ACF OGM policy any State, local, Tribal, or Territorial governments providing a service to a pass-through entity must be considered a subrecipient.*

b. **Contractors.** “A contract is for the purpose of obtaining goods and services for the grant recipients own use and creates a procurement relationship with a contractor.” The phrase “goods and services” are considered routine items and activities that are intended for the direct benefit or use by the grant recipient. Examples of routine “goods” are tangible items such as supplies (e.g., pens, paper, and folders) and equipment (e.g., computers and copiers) for the



sole use by the grant recipient. Examples of routine "services" are activities provided, such as janitorial and building maintenance services for the grant recipient. "Good and services" are not intended to carry out (in whole or part) a public purpose, unless specifically authorized by law.

"Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

- i. Provides the goods and services within normal business operations;
- ii. Provides similar goods or services to many different purchasers;
- iii. Operates in a competitive environment;
- iv. Provides goods or services that are ancillary to the operation of the Federal program; and
- v. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons."

For more information, see item 20. *Contract Monitoring* in this General T&C.

20. *Contract Monitoring*. Grant recipients are responsible for ensuring that contracts contain the applicable provisions described in Appendix II of 45 CFR Part 75. The grant recipient is responsible for oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of the contract or purchase order. Records must be maintained by the grant recipient and be sufficiently detailed for compliance.

21. *Fixed amount subawards*. A fixed amount award cannot be used in programs which require mandatory cost sharing or matching in accordance with 45 CFR §75.201(b)(2). Most grant programs require the grant recipient to provide a portion of program funding, as specified in Federal law. Please see the program-specific supplemental T&Cs for the cost sharing or matching (non-Federal share) requirement.

22. *Indirect Cost*. In accordance with 45 CFR §75.352(a)(4), pass-throughs must recognize the approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government, or if no such rate exists, either a rate negotiated between the prime recipients and subrecipient, or provide a 10 percent de minimis indirect cost rate as defined in 45 § 75.414(f).

23. *Subrecipient Monitoring*. Pass-through entities are required to advise subrecipients of requirements imposed on them by Federal laws, regulations, and the provisions of grant agreements as well as any supplemental requirements imposed by the pass-through entity. These include grant administrative and audit requirements (where applicable) under 45 CFR Part 75. The prime recipient must conduct a risk assessment of subrecipient(s) in accordance with 45 CFR §75.352(b). Additionally, all subrecipient(s) must obtain a DUNS number, or after government-wide implementation, a Unique Entity Identifier assigned by the SAM, if they do not already have one. Prime recipients are required to check the SAM to verify that the subrecipient(s) is/are not debarred, suspended, or ineligible. The pass-through entities are responsible for monitoring the activities of the subrecipient to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the T&Cs of the subaward, and that subaward performance goals are achieved. "Monitoring by the non-Federal entity must cover each program, function and activity." See 45 CFR §§75.342 and 75.352. Records must be maintained by the pass-through entity and be sufficiently detailed for compliance. For more information, see item 3.g.i. *Salary Limitation – Federal Executive Level II: Federal Funds Accountability and Transparency Act (FFATA) Requirements* in this General T&C.

Should a subrecipient perform unsatisfactorily, the prime recipient is responsible for remedying subrecipient issues. Prime recipients of an award will be legally accountable to ACF for performance of the project or program. Prime recipients will be held solely responsible in the event of non-



compliance by a subrecipient. The prime recipient will be held accountable for cost disallowances regarding subawarded funds. If requirements of the program cannot be met due to subrecipient issues, ACF may need to take one or more of the actions listed under 45 CFR § 75.371-.375.

## **AUDITS**

24. The recipient must arrange for the conduct of audits as required by 45 CFR 75 Part F. Prime recipient must verify that any subrecipients that, per 45 CFR §75.501, expend Federal funds totaling \$750,000 or more during the course of its fiscal year must arrange for a financial audit in compliance with the requirements of 45 CFR Part 75 Subpart F. See 45 CFR §75.352(f).

- a. **For-profit subrecipients.** Unless stated otherwise in regulation, guidance, or program-specific supplemental T&Cs, the Subpart F does not apply to for-profit subrecipients. At a minimum, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance requirements for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. Please see 45 CFR §§75.352 and 75.501(h).

## **EFFECTIVE PERIOD**

The General T&C and each of the program-specific supplemental T&Cs are effective on the date shown in the footer at the bottom of the respective pages. Each T&C supersedes all previous similar T&Cs and will remain in effect until updated. All T&Cs will be updated and reissued as needed, or when a new statute, regulation or other requirement is enacted, or any of the applicable existing Federal statutes, regulations, policies, procedures or restrictions is amended, revised, altered, or repealed.

## **POINTS OF CONTACT**

Points of contact for additional information or questions concerning either the operation of the program or related financial or grant matters may be found on the NOA. The Program Office contact handles the programmatic specific needs such as program intent, goals and objectives. Whereas, the OGM contact typically handles any business, financial, and administrative activities such as budget revisions, prior approval requests, and closeouts.

## **IMPORTANT ADDRESSES**

Administration for Children and Families  
Office of Grants Management  
330 C Street, SW. Mailstop 3127  
Washington, DC 20201

## **OIG HOTLINE**

The Office of the Inspector General of the U.S. Department of Health and Human Services maintains the OIG Hotline, a system for reporting allegations of fraud, waste, abuse and mismanagement in Department of Health and Human Services' programs. Your information will be reviewed by a professional staff member and will remain confidential; you need not provide your name. Information provided through the website is secure and all information is safeguarded against unauthorized disclosure. Report the possible misuse of federal funds by phone or online. Please provide as much detailed information as possible in your report.

Online: <https://oig.hhs.gov/report-fraud>  
Phone: 800-HHS-TIPS (800-447-8477)  
TTY: 800-377-4950  
Fax: 800-223-8164



If you are a provider, HHS contractor, HHS recipient or subrecipient and want to self-disclose potential fraud in HHS programs, please visit the *self-disclosure* webpage at:  
<https://oig.hhs.gov/compliance/self-disclosure-info/index.asp>.



**DEPARTMENT OF JUSTICE  
COOPERATIVE AGREEMENT  
EXHIBIT C  
ANNUAL LETTER**

April ,

County

District Attorney Family Support Office:

The Oregon Child Support Program is required by the Code of Federal Regulations (CFR) Title 45, Part 75 to determine if subrecipients meet requirements and are in compliance with federal laws and regulations. This letter requests information and documentation that will be used for monitoring compliance. Please complete the information required in reference to the following federal grant:

**Grant Name:** Child Support Enforcement Program Grant

**Fiscal Year:** July 1, – June 30, .

**Catalog of Federal Domestic Assistance (CFDA):** Program No 93.563

**Federal Award Identification:** \_\_\_\_ ORCSES

**45 Code of Federal Regulations (CFR):** Parts 300 through 308

**Grant Agency:** United States Department of Health and Human Services

**Period of Performance Start and End Date:** From October 1, to September 30, .

**Award is not Research and Development (R&D)**

**Indirect Cost Rate:** per CFR 75.414 (approved plan or federal de minimus)

**Single Audit Threshold:** \$750,000

*Please read carefully to determine which sections you are required to complete. Please include any requested information or documentation when returning this document.  
Indicate your county name in each section of the form as provided.  
Return no later than May 31, , to the address above or via electronic copy to [CSPInvoicing@doj.state.or.us](mailto:CSPInvoicing@doj.state.or.us).*

**Section A:** If all the statements are true, sign and date the certification, then skip to Section C.

**Section B:** Complete this section if there were findings with your single audit or it has not yet been completed, then go to Section C.

**Section C:** All subrecipients must complete this section. The information is used in connection with the Oregon Child Support Program subrecipient review and monitoring process.

**Section D:** All subrecipients must complete this section pursuant to the Fiscal Federal Funding Accountability and Transparency Act.

**If you have questions about this form or required documents, please contact:**

Cindy Milner | 503-947-4307 | [CSPInvoicing@doj.state.or.us](mailto:CSPInvoicing@doj.state.or.us)

SECTION A

County \_\_\_\_\_

**Subrecipient Audit Certification**

I hereby certify that for fiscal year ending June 30, all of the following three statements are true:

☐ Financial statements received an unqualified opinion from our independent certified public accountants; and



☐ The administration of our federal projects has been audited in accordance with CFR Title 45 Part 75, and there were no material instances of noncompliance with federal laws and regulations or reportable conditions; and

☐ There were no findings in the single audit report that are specifically related to awards from the Oregon Child Support Program.

---

*Printed Name*

---

*Signature*

---

*Title*

---

*Date*



SECTION B

County \_\_\_\_\_

**Subrecipient Audit Findings or Audit Not Completed**

Please check the correct line and attach all appropriate documents, as of June 30 :

- ☐ We have completed our CFR Title 45 Part 75 single audit, and material noncompliance issues and/or reportable conditions were noted. A copy of the audit report and our response is attached.
- ☐ There were findings in the single audit report that are specifically related to a prime award from the Oregon Child Support Program. A listing of awards and explanations of the findings as they relate to the prime award are attached.
- ☐ We have not completed our CFR Title 45 Part 75 single audit. Within 30 days of completion, we will provide the positive certifications in Section A, or a response in Section B. (Enter date the audit is expected to be completed here):  /  /
- ☐ Our County did not expend \$750,000 or more in federal awards during the related fiscal year; therefore, we are not subject to a CFR Title 45 Part 75, single audit.

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*



## SECTION C

County \_\_\_\_\_

**Subrecipient Financial Questionnaire**

There are several methods available to the pass-through entity, the Oregon Child Support Program, for monitoring grant fund subrecipients. Virtual monitoring and the annual questionnaire will be used by the program this year. If your office receives notice of a virtual monitoring information request, you will receive additional information at least 30 days prior to the due date. Whether or not you are scheduled for an additional review by virtual monitoring, the following questionnaire must be completed and returned to the program by May 31, 20\_\_

INTERNAL CONTROLS	YES	NO	N/A	If no, please provide an explanation
Expenditures are approved by a manager familiar with Title 45 of the Code of Federal Regulations (Child Support Code of Federal Regulations).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures are posted to the accounting record as they occur. The accounting record tracks expenditures against the approved budget.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures are charged to the grant on a cash basis only. No accruals are included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures over \$5,000 for a single item and any facility change, major office reconfiguration, remodel costs, or projects have been preapproved by the program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Documentation sufficient to determine the nature of grant expenditures and their allowability is kept as a part of the financial record.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Financial records are retained for a period of three years after the close of each annual grant. The Child Support Program grant is open for two years after the closing date, resulting in five years total retention.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



INDIRECT/DIRECT COST ALLOCATION PLAN	YES	NO	N/A	If no, please provide an explanation
A cost allocation plan for the county's central costs is used throughout the county and a copy of the current plan is available to the program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

EQUIPMENT INVENTORY & DISPOSITION	YES	NO	N/A	If no, please provide an explanation
Controls are in place to protect assets acquired with federal funds (loss, damage, theft).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Property and equipment inventory records are maintained including description, serial number, acquisition date and cost, and disposal date and cost.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Adequate maintenance procedures keep the property in good condition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
When electronic equipment is disposed of, all information is wiped from any hard drives or the hard drive is destroyed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
When assets are disposed of, any income is reported to the program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

PROGRAM INCOME/REVENUE	YES	NO	N/A	If no, please provide an explanation
All program income is declared on the grant expenditure reimbursement request as either a reduction of expense or as income.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



PROGRAM INCOME/REVENUE	YES	NO	N/A	If no, please provide an explanation
CONTRACTS	YES	NO	N/A	If no, please provide an explanation
Contracts for the program contain description of service, estimate of time, rate of compensation, and termination provisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Contracts are monitored to ensure that services were rendered.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Efforts made to solicit price or rate quotations from an adequate number of sources, unless only available from a single source.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Prepared By

Date

Signature of County Child Support Program Representative

Date



# Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

## Section D:

FFATA is designed to increase transparency and improve the public's access to federal government information. To this end, FFATA requires that executive compensation data be reported for all new federal grants funded at \$30,000 or more with an award date on or after October 1, 2015. As such, grants awarded by the Oregon Department of Justice Division of Child Support (DCS) are required to report executive compensation data as addressed in this grant award term.

The certifications enumerated below represent material facts upon which DCS relies when reporting information to the federal government required under federal law. If DCS later determines that the subrecipient knowingly rendered an erroneous certification, DCS may pursue all available remedies in accordance with Oregon and U.S. law.

Signer further agrees that it will provide immediate written notice to DCS if at any time Signer learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances.

**If the Signer cannot certify all of the statements contained in this section, Signer must provide written notice to DCS detailing which of the below statements it cannot certify and why.**

More detailed information regarding FFATA can be located at <http://www.hrsa.gov/grants/ffata.html>.

<b><u>Subrecipient Information</u></b>			
_____		Legal Name of Subrecipient	
_____		_____	
Street Address	City	State	Zip

<b><u>FFATA Contact # 1</u></b>		<b><u>FFATA Contact # 2</u></b>	
Name	_____	Name	_____
Email	_____	Email	_____
Phone	_____	Phone	_____

ZIP Code: 9-digits Required [www.usps.com](http://www.usps.com)

--	--	--	--	--	--	--	--	--

Unique Entity ID (UEI): 12-characters Required [www.Sam.gov](http://www.Sam.gov)

--	--	--	--	--	--	--	--	--	--	--	--

(Unique Entity ID is currently located below the DUNS Number on your entity registration record at Sam.gov)

State of Oregon Tax Identification Number (TIN) 9 Digits

--	--	--	--	--	--	--	--	--



# Fiscal Federal Funding Accountability and Transparency Act

## (FFATA) Certification

Did your organization have a gross income, from all sources, of less than \$300,000 in the previous tax year?  
☐ Yes (skip questions "A", "B", and "C" and finish the certification)

☐ No (answer questions "A" and "B")

### **A. Certification Regarding % of Annual Gross from Federal Awards.**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?  
☐ Yes ☐ No

### **B. Certification Regarding Amount of Annual Gross from Federal Awards.**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?  
☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification

### **C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?  
☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example: John Blum: \$500,000; Maria Redd: \$450,000; Alex Rodriguez: \$425,000; Eric Gant: \$400,000; Sally Tom: \$300,000

*As the duly authorized representative (Signer) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.*

Printed Name of Authorized Representative

Signature of Authorized Representative

Title of Authorized Representative

Date



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

August 9, 2023

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**Agenda Title:** Knappa School District – ARPA Contribution for Water and Fire Suppression Infrastructure  
**Category:** Business Agenda  
**Presented By:** Don Bohn, County Manager

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**Issue Before the Commission:** Shall the Board approve an ARPA funding agreement with Knappa School District for a \$150,000 contribution for water infrastructure and fire suppression improvements.

**Informational Summary:** Knappa School District has requested ARPA funding to address deficiencies in water service and fire suppression as part of a larger capital project. The contribution of \$150,000, in combination with other resources, will allow the School District to make progress toward the goal of having adequate water flow for all campus needs, including a full fire suppression sprinkler system in both schools.

The ARPA funding request was discussed in work session on July 26, 2023.

**Fiscal Impact:** \$150,000 disbursement from the roughly \$7.8 million ARPA funding allocation.

### **Requested Action:**

Motion to approve the ARPA Funding agreement between Knappa School District and Clatsop County in the amount of \$150,000.

### **Attachment List**

- A. ARPA Funding Agreement
- B. Letter from School District
- C. ARPA Funding Allocations Spreadsheet



## FUNDING AGREEMENT

This Agreement is made this 9th day of August, 2023, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter “**County**” and **Knappa School District**, an Oregon School District, hereinafter “**School District**”.

### Recitals

In May 2021, County was allocated approximately \$7.8 million in Federal American Rescue Plan Act of 2021 (ARPA) funds to respond to the impacts of the coronavirus pandemic. County has designated ARPA to provide infrastructure support to the School District’s capital project to upgrade school facilities, including water and fire suppression.

NOW THEREFORE, the parties agree as follows:

1. Term: This Agreement shall be for September 1, 2023 through December 31, 2026.
2. Purpose and Payment: County shall provide funding to the School District in the total amount of \$150,000 for water and fire suppression infrastructure expenses related to a capital project to upgrade school facilities. The School District represents that it shall use the funds provided for this exclusive purpose. The County will make a single payment upon approval by the Board of Commissioners and execution of this agreement.
3. Indemnity: The School District shall indemnify and hold County harmless for any claim arising from the application of these funds. The School District shall maintain liability insurance in an amount sufficient to satisfy the current Oregon Tort Claim Act limits, and shall name County as an additional insured on any policies.
4. Compliance and Reporting: Funds provided to the School District by this Agreement are a subaward of State and Local Fiscal Recovery Funds (SLFRF). Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient. The School District shall adhere to all SLFRF subrecipient compliance and reporting requirements as determined by the U.S. Department of the Treasury. These requirements include, but are not limited to: (a) Subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements. (b) Subrecipients must ensure subawards are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with awarded funds. (c) County may issue additional reporting requirements for SLFRF subawards greater than \$50,000, as required by the U.S. Department of the Treasury.

The School District shall follow the annual reporting schedule outlined below until all funds are expended or until December 31, 2027 (deadline for expending funds); whichever comes first.

Annual Report	Period Covered	Due Date
1	July 1, 2021 – March 31, 2022	April 15, 2022
2	April 1, 2022 – March 31, 2023	April 15, 2023
3	April 1, 2023 – March 31, 2024	April 15, 2024
4	April 1, 2024 – March 31, 2025	April 15, 2025
5	April 1, 2025 – March 31, 2026	April 15, 2026
6	April 1, 2026 – December 31, 2026	January 15, 2027



5. General: Funding for this Agreement is allocated by the Clatsop County Board of Commissioners.

(A) All funds not expended for the specific purpose described within this agreement shall be returned to the County;

(B) All funds not expended by December 31, 2026 shall be returned to the County.

**COUNTY:**

Don Bohn, County Manager

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Knappa School District:**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
School District Address

\_\_\_\_\_  
School District Phone





Knappa School District No. 4

William Fritz Ph.D.-Superintendent

July 18, 2023

Clatsop County Commission  
800 Exchange Street  
Astoria, OR 97103

Dear Clatsop County Commissioners:

County Executive Bohn has informed me that you plan to discuss allocation of American Recovery and Reinvestment Act (ARRA) funds at your work session, scheduled for July 26, 2023. One item up for discussion is allocation of \$150,000 to the Knappa School District for our water infrastructure and fire sprinkler projects.

First, I am writing to thank Executive Bohn for bringing this forward to the Commission. His willingness to consider the importance of this project is appreciated. Beyond that, I would like to provide you with some background related to this project.

Knappa School District has two schools, located on property in the eastern region of Clatsop County. We serve close to 500 students and employ about 80 teachers and classified personnel. We are served by Wickiup Water District. To the best of our knowledge, the water line onto the school property was installed sometime in the first half of the 1900s. It is a 4" line, which provides all of the restroom needs, drinking water, and fire suppression infrastructure for our ~50-acre campus. Because of the limited water flow capacity of Wickiup Water at the street and the small water line onto our site, we barely have enough water flow for daily use and the flow is significantly inadequate for fire suppression. Early in my tenure, this topic of concern was brought to me by our local Fire Chief, Kurt Donaldson, as well as a concern about the lack of fire sprinklers in our schools. Fire sprinklers were not required by code when the schools were built. Fire sprinklers are a key protective factor for school buildings. If a fire occurs, fire sprinklers activate in the region of the school where it occurs and quickly diminish the fire, if not suppressing it completely. In the absence of sprinklers, the fire festers and grows until fire fighters arrive. In our case, with the low water flow and a rural fire department dependent on volunteers, the likely result would be loss of an entire school building. Even if the fire department gets here on time, they do not have enough flow to extinguish a fire.

Additionally, we have seen an increase in frequency of wildfires. This was once a rarity on the coast, but with shifts in weather, is becoming an increasing risk. We only need to look to recent fires in Jewell and Tillamook Head to realize this danger is coming closer to home.

41535 Old Hwy 30, Astoria, OR, 97103 • (503) 458-5993 • FAX (503) 458-6979



In collaboration with engineers, the School District has a plan to improve water infrastructure and fire suppression. This plan includes...

- Replacement of the 4" line onto the campus with a 10" line.
- Installation of a pump to increase the gallon per minute flow for fire suppression.
- Installation of fire risers and fire suppression sprinklers in our buildings, using a phased approach.
- Addition of a loop fire line to connect fire hydrants and standpipes to the newly boosted fire pipe system

This project is currently beyond the financial reach of the District, even with passage of our recent bond in 2021. Sadly and ironically, most of the Federal water infrastructure grants, including those administered by Business Oregon and Oregon DEQ specifically forbid use of funds for fire suppression purposes.

The commitment of \$150,000 of ARRA funds, in combination with other resources, will allow us to make progress toward the goal of having adequate water flow for all of the campus needs, including a full fire suppression sprinkler system in both schools.

Thank you for your consideration of the needs of our students, employees, and community users of our school.

As you likely know, in the east part of Clatsop County, our facilities are used for more than educating students. Many community meetings occur within our school facilities. We host church services, weddings, memorials, athletic events, and celebrations in our schools. We also are designated as an emergency shelter, in the unfortunate event of a crisis.

As an unincorporated region of the county, the County Commission is our only community municipality. We do not have a city government to assist us with these types of needs.

Support for this application of the ARRA funds would really help maintain the community's investment in its local school.

We thank you for your consideration.

Sincerely,

Bill Fritz, Ph.D.  
Superintendent  
Knappa School District #4

CC: County Executive Don Bohn  
Kurt Donaldson, Chief, Knappa Fire District  
Cullen Bangs, Knappa School District Board Vice-Chair



## Clatsop County's **Estimated** American Rescue Plan Act Funding Allocations (Updated 7/13/23)

Federal Guidelines	Category	Year 1 (FY 21-22)	Year 2 (FY 22-23)	Year 3 (FY 23-24)	Year 4 (FY 24-25)	Total	Spent-To-Date (6/9/23)
#1 Respond to the Coronavirus health impacts or economic impacts including assistance to households, small businesses, non-profits, and impacted industries including hospitality, travel, and tourism	Economic Development (SBDC funding)	\$ -	\$ 162,500	\$ 120,000	\$ 120,000	\$ 402,500	\$ 162,500
	Child Care Initiatives	\$ -	\$ 200,000	\$ 150,000	\$ 150,000	\$ 500,000	\$ 200,000
	Navigation Center Support	\$ 70,000	\$ 70,000	\$ 70,000	\$ 50,000	\$ 260,000	\$ 70,000
	Emergency Shelter System Support	\$ 100,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 1,000,000	\$ 100,000
	Other Non-profit Support	\$ 100,000	\$ 60,000	\$ 50,000	\$ 50,000	\$ 260,000	\$ 150,000
	Mental Health Crisis Response (CBH)	\$ 80,000	\$ 160,000	\$ 160,000	\$ 80,000	\$ 480,000	\$ 240,000
	Enhanced Mental Health Services (Jail)	\$ -	\$ 25,000	\$ 88,800	\$ 88,800	\$ 202,600	\$ -
	Affordable Housing Development	\$ -	\$ 75,000	\$ 125,000	\$ 125,000	\$ 325,000	\$ 75,000
	Affordable Housing Grants (predevelopment)	\$ -	\$ 150,000	\$ 100,000	\$ 100,000	\$ 350,000	\$ -
		\$ 350,000	\$ 1,202,500	\$ 1,163,800	\$ 1,063,800	\$ 3,780,100	\$ 997,500
#2 Provide premium pay for essential workers up to \$13 an hour with an annual cap of \$25,000	N/A					\$ -	\$ -
#3 Cover for lost revenue in providing services	Invest in Public Health Infrastructure	\$ 350,000	\$ 375,000	\$ 350,000	\$ 350,000	\$ 1,425,000	\$ 725,000
	Jewell School Based Health Center	\$ -	\$ 125,000	\$ 125,000	\$ -	\$ 250,000	\$ 93,750
	County Facility Space Planning	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000
	Emergency Preparedness/Resiliency	\$ 26,000	\$ 76,800	\$ -	\$ -	\$ 102,800	\$ 59,696
		\$ 526,000	\$ 576,800	\$ 475,000	\$ 350,000	\$ 1,927,800	\$ 1,028,446
#4 Make investments in water, sewer, or broadband infrastructure	Rural Internet/Comms Accessibility & Enhancement	\$ 525,000	\$ -	\$ 150,000	\$ -	\$ 675,000	\$ 525,000
	Water Assessment - Clatsop Plains	\$ 25,000	\$ -	\$ 50,000	\$ 50,000	\$ 125,000	\$ 25,000
	County-Wide Septage	\$ -	\$ -	\$ 360,000	\$ -	\$ 360,000	\$ -
	Anaerobic Biodigester Feasibility	\$ 30,000	\$ 30,000	\$ 75,000	\$ -	\$ 135,000	\$ 55,000
	Warrenton Infrastructure Development	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000	\$ -
	Knappa School Infrastructure	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ -
	Westport Sewer District Improvements	\$ 170,000	\$ 130,000	\$ -	\$ -	\$ 300,000	\$ 170,000
		\$ 750,000	\$ 160,000	\$ 1,035,000	\$ 50,000	\$ 1,995,000	\$ 775,000
Year 1-4 Funding Totals		\$ 1,626,000	\$ 1,939,300	\$ 2,673,800	\$ 1,463,800	\$ 7,702,900	\$ 2,800,946
		Contingency				\$ 110,140	\$ -
		Clatsop County's Total ARPA Funding				\$ 7,813,040	\$ 2,800,946
LATCF Funding		\$ -	\$ 50,000	\$ 50,000	\$ -	\$ 100,000	\$ -
Total Funding						\$ 7,913,040	\$ 2,800,946

\*ARPA Funding = \$7,813,040

\*LATCF Funding = \$100,000

Note - Funding must be expended/under contract by 12/31/2024



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

August 9, 2023

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**Agenda Title:** Relinquishing Reversionary interest on property located at 1596 Exchange Street, Astoria, OR 97103

**Category:** Business Agenda

**Presented By:** Anthony Pope – County Counsel

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**Issue Before the Commission:** Shall the County relinquish the reversionary clause on the deed for the property located at 1596 Exchange St., Astoria, OR 97103

**Informational Summary:** On June 20<sup>th</sup> 1995, the Counted deed property located at 1596 Exchange St. in Astoria to the Clatsop County Housing Authority.

That deed included a revisionary clause stating “In the event that the Clatsop County Housing Authority shall dissolve or otherwise cease to exist then title to the real property described above together ...shall automatically revert to Clatsop County ...”

Later, the Clatsop County Housing Authority was dissolved and all assets, including the subject property, were transferred to the Northwest Oregon Housing Authority (NOHA).

To help clear title for escrow, NOHA is requesting the County relinquish the reversionary clause. ORS 271.335 allows for the County to do this if the removal of the reversionary interest is in the publics best interest.

**Fiscal Impact:** None

### **Requested Action:**

To approve the relinquishment of the County’s revisionary clause on the deed for the property located at 1596 Exchange Street, Astoria Oregon 97103

### **Attachment List**

- A. Termination of Bargain and Sale Deed Restriction



RECORDING REQUESTED BY  
AND WHEN RECORDED  
MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### **TERMINATION OF BARGAIN AND SALE DEED RESTRICTION**

**THIS TERMINATION OF BARGAIN AND SALE DEED RESTRICTION** (this "Termination") is executed as of this 9<sup>th</sup> day of August, 2023 by and between Clatsop County, a political subdivision of the State of Oregon (the "County"), and Northwest Oregon Housing Authority, a public body corporate and politic ("the Authority"). The County and Authority are collectively referred to as the "Parties."

### **RECITALS**

A. The Authority is the current owner of the real property located in Clatsop County, Oregon and described in Exhibit A attached hereto (the "Property").

B. The County conveyed the Property to the Authority's predecessor in interest, Clatsop County Housing Authority, pursuant to that certain Bargain and Sale Deed recorded in the official records of Clatsop County, Oregon on June 20, 1995, as Book 873, Page 409 (the "Deed").

C. The Deed is subject to that certain reversionary clause which provides that "In the event that the Clatsop County Housing Authority shall dissolve or otherwise cease to exist then title to the real property described above together with all improvements thereon, existing now or hereinafter constructed, shall automatically revert to Clatsop County free from any and all claim, right, title or interest whatsoever therein of the Clatsop County Housing Authority" (the "Deed Restriction").

D. The Parties now wish to terminate the Deed Restriction and all obligations contained therein, and to confirm such termination of record.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **AGREEMENT**

1. Recitals. The foregoing recitals are hereby incorporated by reference as if fully set forth herein.



2. Termination. The Parties hereby mutually agree that the Deed Restriction is terminated and no longer of any force or effect with respect to the Property, and all of the rights, responsibilities, liabilities, duties, and obligations of the Parties, and their successors and assigns, contained therein are terminated.

3. Recordation. This Termination shall be recorded in the real property records of Clatsop County, Oregon.

4. Counterparts. This Termination may be executed in any number of counterparts, all of which when taken together will constitute one and the same instrument.

[Signature Pages Follow]











## **EXHIBIT A**

### **LEGAL DESCRIPTION OF PROPERTY**

Lots 1 through 6, inclusive, Block 119, SHIVLEY'S ASTORIA, in the City of Astoria, County of Clatsop, State of Oregon.



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

August 9, 2023

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**Agenda Title:** Ordinance 23-11 Exclusive Farm Use Zone Amendment  
**Category:** Public Hearing  
**Presented By:** Ian Sisson, Senior Planner

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**Issue Before the Commission:** Approval of an amendment to the *Land and Water Development and Use Code* (LAWDUC) to allow alteration, restoration, or replacement of a lawfully established dwelling under a Type I procedure in the Exclusive Farm Use Zone (EFU).

**Informational Summary:** The Oregon Revised Statutes (ORS) allow “alteration, restoration or replacement of a lawfully established dwelling” in exclusive farm use zones under ORS 215.291, subject to review criteria and development standards. These criteria and standards are codified in the Clatsop County Land and Water Development and Use Code (LAWDUC) Section 3.9140.

The Exclusive Farm Use Zone (EFU) lists “alteration, restoration or replacement of a lawfully established dwelling” as a Type II use, which requires a conditional use permit. Staff has determined that the ORS does not require the County to use a Type II review; and that the criteria in Section 3.9140 can reasonably be evaluated under a Type I procedure.

The proposed LAWDUC amendment would move the use from Section 4.3330 Conditional Development and Use to Section 4.3320 Development Permitted. Revising the type of review as proposed would reduce the application fee from \$1,200 to \$85 and would significantly reduce the time associated with reviewing and permitting the alteration, restoration, or replacement of a lawfully established dwelling in the EFU Zone.

**Fiscal Impact:** Unknown

**Requested Action:**

Continue the matter to the August 24, 2023 meeting.



## **Attachment List**

A. Ordinance 23-11



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

In the Matter of:

**An Ordinance amending the Clatsop  
County *Land and Water Development  
and Use Code* to allow alteration,  
restoration, or replacement of a  
lawfully established dwelling under a  
Type I procedure in the Exclusive  
Farm Use Zone**

**ORDINANCE NO. 23-11**

Doc # \_\_\_\_\_

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

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**RECITALS**

WHEREAS, the Oregon Revised Statutes (ORS) allow alteration, restoration, or replacement of a lawfully established dwelling in exclusive farm use zones under ORS 215.291, subject to review criteria and development standards; and

WHEREAS, the Clatsop County Land and Water Development and Use Code (LAWDUC) allows alteration, restoration, or replacement of a lawfully established dwelling in the Exclusive Farm Use Zone (EFU) under a Type II conditional use procedure subject to review criteria and development standards codified in Section 3.9140; and

WHEREAS, the review criteria and development standards codified in Section 3.9140 can reasonably be evaluated by the Land Use Planning Division under a Type I procedure, which would reduce the cost and time of evaluating land use applications for alteration, restoration, or replacement of a lawfully established dwelling in the EFU Zone; and

WHEREAS, the proposed LAWDUC amendment would relocate the EFU Zone provision for alteration, restoration, or replacement of a lawfully established dwelling from Section 4.3330 Conditional Development and Use to Section 4.3320 Development Permitted; and

WHEREAS, the Planning Commission conducted a public hearing and provided a recommendation to the Board of Commissioners on August 8, 2023; and

WHEREAS, the Board of Commissioners has received and considered the Planning Commission's recommendations on these proposed amendments



**THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:**

**SECTION 1. ADOPTION**

The Board of County Commissioners hereby adopts amendments to the Clatsop County *Land and Water Development and Use Code* as shown in Exhibit 1, attached hereto and incorporated herein by this reference.

**SECTION 2. SEPARABILITY**

The provisions of this ordinance are severable. If any portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

**SECTION 3. CONFORMANCE OF STATE LAW**

This Ordinance shall not substitute for nor eliminate the necessity for conformity with any and all laws or rules of the state of Oregon, or its agencies, or any ordinance, rule, or regulation of Clatsop County.

**SECTION 4. INCONSISTENT PROVISIONS**

This Ordinance shall supersede, control and repeal any inconsistent provision of any County Ordinance as amended or any other regulations made by Clatsop County.

**SECTION 5. APPLICABILITY**

This Ordinance shall apply within the unincorporated areas of Clatsop County but shall not apply within the boundaries of any incorporated City.

**SECTION 6. EFFECTIVE DATE**

This Ordinance shall take effect on the 30<sup>th</sup> day following adoption by the Board of Commissioners as provided in Chapter III, Section 8(2) of the Home Rule Chapter for the Government of Clatsop County.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023

THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

By \_\_\_\_\_  
Mark Kujala, Chair



Date \_\_\_\_\_

By \_\_\_\_\_  
Theresa Dursse, Recording Secretary

First Reading: August 9, 2023

Second Reading: August 23, 2023

Effective Date: September 22, 2023

Ordinance 23-11

1<sup>st</sup> Public Hearing: August 9, 2023

Agenda Item #10. ng: August 23, 2023



## EXHIBIT 1

- A. \*\*\* Indicates that non-revised language was not included. Used for document brevity.
- B. Double-underlined text indicates new language proposed to be added
- C. ~~Strikethrough~~ text indicates text that is proposed for deletion



## **SECTION 4.3300. EXCLUSIVE FARM USE ZONE (EFU)**

### **Section 4.3320. Development and Use Permitted**

The following developments and their accessory uses are permitted under a Type I procedure subject to applicable development standards.

\*\*\*

20) Alteration, restoration, or replacement of a lawfully established dwelling subject to 3.9080(2) and 3.9140.

### **Section 4.3330. Conditional Development and Use [Ord. 18-02]**

The following developments and their accessory uses may be permitted under a Type II procedure and subject to applicable criteria and development standards and site plan review.

\*\*\*

~~25) Alteration, restoration, or replacement of a lawfully established dwelling subject to 3.9080(2) and 3.9140.~~

2625) Equine and equine-affiliated therapeutic and counseling activities, subject to 3.9030(6). [ORD. 23-02]



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

August 9, 2023

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**Agenda Title:** Ordinance 23-12: Geologic Hazards Overlay Amendment  
**Category:** Public Hearing  
**Presented By:** Ian Sisson, Senior Planner

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**Issue Before the Commission:** Approval of an amendment to the *Land and Water Development and Use Code* (LAWDUC) to provide exemptions to the Geologic Hazard Permit requirement for certain development activities in the Geologic Hazards Overlay District (GHO).

**Informational Summary:** Under Statewide Planning Goal 7, Clatsop County is required to regulate development in identified geologic hazard areas. This is done through Land and Water Development and Use Code (LAWDUC) [Section 5.3000, Geologic Hazards Overlay District \(GHO\)](#). The intent of the GHO is to minimize building hazards and threats to life and property that may be created by landslides, ocean flooding and erosion, weak foundation soils, and other hazards.

To achieve the intent of the GHO and compliance with Statewide Planning Goal 7, a geologic hazard permit is currently required for **any** activity, regardless of scope or scale, if that activity would require a development permit and if the activity is also on property located in an identified geologic hazard area. Before the development permit can be approved, the applicant must submit a geotechnical report for review. The conclusions and recommendations of that report are used to determine permit requirements for the proposed activity. A waiver of the geologic hazard permit requirement may be granted if/when a qualified professional determines the development site does not contain the identified hazard(s).

In [Preparing for Landslide Hazards: A Land Use Guide for Oregon Communities](#), prepared by the Oregon Department of Geologic and Mineral Industries (DOGAMI), an outline for a model geologic hazards code includes exemptions to the requirement for a geologic hazard permit. Zoning codes for geologic hazard areas in various Oregon jurisdictions are analyzed in the report, many of which provide exemptions for specific development activities. The exempted activities



generally involve minimal ground-disturbance and are not expected to exacerbate hazards to life or property, therefore, detailed site investigation and analysis for these activities is not necessary. Providing exemptions in LAWDUC to the geologic hazard permit requirement would eliminate an often expensive and cumbersome step from the permitting process for developments that are considered low-risk, low-intensity, or small scale. The proposed LAWDUC amendment, attached, is based on staff input and analysis of peer jurisdictions. The amendment would also increase the period geologic hazard reports are considered valid from two years to five years.

**Fiscal Impact:** Unknown

**Requested Action:**

Continue the item to the August 23, 2023 meeting.

**Attachment List**

A. Ordinance 23-12



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

In the Matter of:

**An Ordinance amending the Clatsop  
County *Land and Water Development  
and Use Code* to provide exemptions  
to the Geologic Hazard Permit  
requirement for certain activities in  
the Geologic Hazards Overlay  
District**

**ORDINANCE NO. 23-12**

Doc # \_\_\_\_\_

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

---

**RECITALS**

WHEREAS, Statewide Planning Goal 7 requires that Clatsop County regulate development in identified geologic hazard areas; and

WHEREAS, the Clatsop County Land and Water Development and Use Code (LAWDUC) regulates such development through Section 5.3000 Geologic Hazrds Overlay District; and

WHEREAS, Land Use Planning staff has evaluated guidance for regulating development in identified geologic hazard areas published by the Oregon Department of Geologic and Mineral Industries (DOGAMI) and determined it would be appropriate to provide exemptions from the Geologic Hazard Permit requirements set forth in Section 5.3000, and to extend the period geologic hazard reports are considered valid from two years to five years; and

WHEREAS, the proposed LAWDUC amendments would amend Section 5.3000 to include a list of certain development activities that are exempt from the requirement for a Geologic Hazard Permit, and to extend the period geologic hazard reports are considered valid from two years to five years; and

WHEREAS, the Planning Commission conducted a public hearing and provided a recommendation to the Board of Commissioners on August 8, 2023; and

WHEREAS, the Board of Commissioners has received and considered the Planning Commission's recommendations on these proposed amendments.



**THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:**

**SECTION 1. ADOPTION**

The Board of County Commissioners hereby adopts amendments to the Clatsop County *Land and Water Development and Use Code* as shown in Exhibit 1, attached hereto and incorporated herein by this reference.

**SECTION 2. SEPARABILITY**

The provisions of this ordinance are severable. If any portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

**SECTION 3. CONFORMANCE OF STATE LAW**

This Ordinance shall not substitute for nor eliminate the necessity for conformity with any and all laws or rules of the state of Oregon, or its agencies, or any ordinance, rule, or regulation of Clatsop County.

**SECTION 4. INCONSISTENT PROVISIONS**

This Ordinance shall supersede, control and repeal any inconsistent provision of any County Ordinance as amended or any other regulations made by Clatsop County.

**SECTION 5. APPLICABILITY**

This Ordinance shall apply within the unincorporated areas of Clatsop County but shall not apply within the boundaries of any incorporated City.

**SECTION 6. EFFECTIVE DATE**

This Ordinance shall take effect on the 30<sup>th</sup> day following adoption by the Board of Commissioners as provided in Chapter III, Section 8(2) of the Home Rule Chapter for the Government of Clatsop County.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023

THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

By \_\_\_\_\_  
Mark Kujala, Chair



Date \_\_\_\_\_

By \_\_\_\_\_  
Theresa Dursse, Recording Secretary

First Reading: August 9, 2023

Second Reading: August 23, 2023

Effective Date: September 22, 2023



## EXHIBIT 1

- A. \*\*\* Indicates that non-revised language was not included. Used for document brevity.
- B. Double-underlined text indicates new language proposed to be added
- C. ~~Strikethrough~~ text indicates text that is proposed for deletion



## **SECTION 5.3000. GEOLOGIC HAZARDS OVERLAY DISTRICT (GHO)**

### **Section 5.3005. Purpose**

The intent of the geologic hazards overlay is to minimize building hazards and threats to life and property that may be created by landslides, ocean flooding and erosion, weak foundation soils, and other hazards as identified and mapped by the County. This purpose is achieved by basing County decisions on accurate geologic and soils information prepared by qualified professionals.

### **Section 5.3010. Applicability**

This section applies to all development in the following potentially hazardous areas:

- 1) Areas subject to mass wasting including:
  - (A) Active landslides, inactive landslides, landslide topography and mass movement topography identified in the Oregon Department of Geology and Mineral Industries (DOGAMI) Bulletins 74 and 79;
  - (B) Faults including definite, indefinite, inferred and concealed in the Oregon Department of Geology and Mineral Industries (DOGAMI) Bulletins 74 and 79;
  - (C) All areas identified in the report, "A Field Inventory of Geologic Hazards from Silver Point to Cove Beach, Clatsop County, Oregon", prepared by Martin Ross in 1978, as needing site specific investigations;
- 2) Areas subject to wave attack, including:
  - (A) All oceanfront lots; and
  - (B) The beach and dune hazard area as defined in Section 5.4020.
- 3) Areas with compressible soils identified in the Soil Survey of Clatsop County (SCS) and referenced in Clatsop County's Comprehensive Plan Background Report, Natural Hazards.
- 4) The determination of whether a property is located in one of the above referenced potentially hazardous areas shall be made at the sole discretion of the Director. The mapping that forms the basis for the identification of the above areas may be generalized in nature. A specific site may not include the characteristics for which it is mapped. In these circumstances, the Director may grant a waiver from the requirements of Section 5.3000. The waiver shall be in the form of a written finding. The finding shall be based on a report, from a professional specified in Section 5.3020, detailing the basis for the determination that the site does not contain the identified potentially hazardous geologic condition.

### **Section 5.3015. Geologic Hazard Permit Requirements**

All persons proposing any activity requiring a development permit on property located in potentially hazardous areas identified in Section 5.3010 shall obtain a geologic hazard permit.

- 1) Application for a geologic hazard permit shall be on forms provided by the County and shall include a geotechnical report prepared in conformance with the requirements of Section 5.3020.
- 2) Before a development permit can be issued, the geotechnical report must be approved as part of the development permit approval process.
  - (A) Where a geotechnical report recommends that additional site investigations, such as borings or test pits, are undertaken, application for geologic hazard permit will



be deemed incomplete until the results of those investigations have been provided to the County.

- (B) Where an application is made for a conditional use permit, a variance, a subdivision, a partition, or a planned development located in an area identified in Section 5.3010, a geotechnical report in conformance with Section 5.3020 shall be prepared. The Director may also require a geotechnical report in conjunction with a proposed zone change.
- 3) Application for a geologic hazard permit may be made concurrently with an application for a development permit.
  - 4) The approved site investigation report shall be referred to in deed and other documents of sale and shall be recorded with the record of deeds.

### **Section 5.3020. Exemptions**

The following development activities are exempt from the requirement for a Geologic Hazard Permit:

- 1) Maintenance, repair, or alterations to existing structures that do not alter the building footprint or foundation;
- 2) Exploratory excavations under the direction of a certified engineering geologist or registered geotechnical engineer;
- 3) Site evaluations, installation, and repair of onsite sewage disposal systems;
- 4) Construction of structures for which neither a development permit or building permit would otherwise be required;
- 5) Excavation which is less than two feet in depth and which involves less than twenty-five cubic yards of volume;
- 6) Fill which is less than two feet in depth and which involves less than twenty-five cubic yards of volume;
- 7) Retaining walls up to two feet in height which do not support a building;
- 8) Forest operations subject to regulation under ORS 527 (the Oregon Forest Practices Act);
- 9) Mining operations subject to regulation by the Oregon Department of Geology and Mineral Industries (DOGAMI);
- 10) Maintenance and repair of public and private roads, streets, parking lots, driveways, culverts, and utility lines, provided the work does not extend outside the existing right-of-way boundary;
- 11) Maintenance and repair of utility lines, and the installation of individual utility service connections;
- 12) Emergency response activities intended to reduce or eliminate an immediate danger to life, property, or flood or fire hazard; and
- 13) Beachfront protective structures subject only to regulation by the Oregon Parks and Recreation Department under OAR Chapter 736, division 20.

### **Section 5.3020 5.3025 Geotechnical Report Requirements**

For areas identified in Section 5.3010(1) and 5.3010(2), the geotechnical report shall be prepared by a certified engineering geologist or a registered professional geologist. If a geotechnical report is prepared by a geologist and structural recommendations are incorporated



into that report, those recommendations, must be made in consultation with an engineering geologist, structural engineer, or civil engineer.

- 1) For areas identified in Section 5.3010(1), the geotechnical report shall:
  - (A) Identify the hazards to life, public and private property which may be caused by mass movement (landsliding and sloughing), soil erosion or deposition, and earthquakes;
  - (B) Identify the hazards to life, public and private property, and the natural environment which may be caused by the proposed use and other human activities;
  - (C) Describe how the proposed development or use will be adequately protected from geologic hazards, including landsliding and sloughing, soil erosion or deposition, and earthquakes; and
  - (D) Describe how the proposed development is designed to minimize the adverse effects it might have on the site and adjacent areas.
- 2) For areas identified in Section 5.3010(2), and in addition to the standards identified in Section 5.3020(2), the geotechnical report shall identify the hazards to life, public and private property which may be caused by wind erosion or accretion, wave undercutting (erosion), and ocean overtopping (flooding, including tsunami),
- 3) For areas identified in Section 5.3010(1) and 5.3010(2), the geotechnical report shall describe how the proposed development provides for temporary and permanent stabilization and the planned maintenance of new and existing vegetation. Existing stabilizing vegetation, particularly trees, shall not be removed on slopes of 20% or greater.
- 4) For areas identified in Section 5.3010(1) and 5.3010(2), the geotechnical report shall be prepared in conformance with the document “Clatsop County – Geotechnical Report Content Standards”.
- 5) For areas identified in Section 5.3010(3), the geotechnical report shall be prepared by a certified engineering geologist, soils engineer, or civil engineer. Geotechnical reports prepared for areas identified in Section 5.3010(3) shall incorporate specific construction and structural recommendations to address the soil characteristics of the site. Where pertinent, the discussion of specific construction and structural recommendations shall include: site preparation such as compaction or replacement of existing soils, bearing loads and the corresponding amount of settlement, steps to be taken with respect to ground and surface water, special foundation requirements, and foundation recommendations based on bearing capacity, design criteria, and the effect of adjacent loads.
- 6) For all areas identified in Section 5.3010, the geotechnical report shall be prepared in conformance with the document “Clatsop County – Geotechnical Report Content Standards”.

### **Section 5.3025 5.3030. Geologic Hazard Permit Review**

An application for a geologic permit shall be reviewed under a Type I procedure.

- 1) A geologic hazard permit shall be approved by the Director if:
  - (A) The conclusions of the geotechnical report support a finding that there are no adverse effects of the site’s geologic characteristics on the proposed



development and the proposed site modifications will not adversely affect geologic conditions and processes in the immediate area: or

- (B) The conclusions of the geotechnical report support a finding that if specified actions are taken to address an identified potential hazard then the effects of the site's geologic characteristics on the proposed development will be at an acceptable level and the effects of the proposed site modifications on the geologic conditions and processes in the immediate area are at an acceptable level.
- 2) Specific recommendations contained in the geologic report shall be incorporated into the approved geologic hazard permit. Based on content, recommendations and conclusions of the geotechnical report, the Director may apply other conditions to the issuance of a geologic hazard permit.
  - 3) The specific recommendations contained in the geotechnical report, and conditions applied to the geologic hazard permit shall be incorporated into the plans and specifications of the development which is the subject of the development permit.
  - 4) Where there is not a concurrent application for a geologic hazard permit and a development permit for a specified development, the person(s) who prepared the geotechnical report shall submit a letter to the Director verifying that the proposed plans, details, and specifications of the proposed development have been reviewed and are in keeping with the recommendations contained in the geotechnical report that formed the basis for the issuance of the geologic hazard permit, or they shall make recommendations or changes that are needed in the proposed development in order to bring it into conformance with the recommendations contained in the geotechnical report.
  - 5) When a geotechnical report submitted in conjunction with a development permit that is more than ~~two~~ five (5) years old, a letter shall be submitted to the Director from the person(s) who prepared the report. The letter shall provide verification that the geotechnical report is still valid for the proposed project.

#### **Section ~~5.3030~~ 5.3035. Independent Review**

The Director, at his discretion and at the applicant's expense, may require an evaluation of a geotechnical report by another expert of his choosing. As part of its review of a land use application located in an area subject to Section 5.3010, the Hearings Officer, Planning Commission, or Board of Commissioners may also require, at the applicant's expense, an evaluation of a geotechnical report that was prepared in conjunction with the land use application. The results of that evaluation shall be used in making the final decision on the effected land use permit.

#### **Section ~~5.3035~~ 5.3040. Standards**

The review and approval of development permits in the geologic hazard overlay district shall be based on the conformance of the proposed development plans with the following grading standards. Conditions of approval may be imposed on the development permit to assure that the development plan meets the standards of this section and to prevent the creation of a hazard to public or private property.

- 1) Site Plan Information Required. In addition to the information required for a development permit, the site plan shall show where clearing, grading, excavation or filling is to occur,



the area where existing vegetative cover will be retained, the location of any streams and wetland areas on immediately adjacent to the property, and the general direction of slopes. A statement shall be provided summarizing the extent of land clearing and grading and the quantity of cut and/or fill material involved.

- 2) Preparation of Grading Plan Based on the findings and conclusions of the geotechnical report, or the nature of the proposed development, The Planning Director, at his sole discretion, may require that a grading plan prepared by a registered engineer be submitted with the application for a development permit. The Planning Director may require that such a grading plan, in addition to information required by Section 5.3035(1) include the following additional information:
  - (A) Existing and proposed contours of the property, at two-foot contour intervals;
  - (B) The location of the existing structures and building, including those within twenty-five feet of the property;
  - (C) The location of all surface and subsurface drainage devices to be constructed; and
  - (D) Design details of proposed retaining walls.
- 3) General Standards. The proposed development plans shall meet the following general standards:
  - (A) Natural vegetation will be protected and retained wherever possible;
  - (B) To the extent possible, roads and driveways shall follow the natural contours of the site; and
  - (C) An erosion control plan shall be prepared and implemented in conformance with the requirements of Section 3.2000.
- 4) Cuts. Proposed cuts shall meet the following standards:
  - (A) The site development shall be designed to minimize the need for cuts.
  - (B) The slope of cut surfaces shall not be steeper than is safe for the intended use and shall not be steeper than two horizontal to one vertical unless an engineering report finds that a cut at a steeper slope will be stable and not create a hazard to public or private property;
  - (C) Cuts shall not remove the toe of any slope where a potential for landslide exists;
  - (D) Cuts shall be setback from property lines so as not to endanger or disturb adjoining property; and
  - (E) Retaining walls shall be constructed in accordance with the Oregon State Structural Specialty Code.
- 5) Fills. Proposed fills shall meet the following standards:
  - (A) The site development shall be designed to minimize the need for fill.
  - (B) The slope of fill surfaces shall not be steeper than is safe for the intended uses and shall not be steeper than two horizontal to one vertical unless an engineering report finds that a steeper slope will be stable and not create a hazard to public or private property. Fill slopes shall not be constructed on natural slopes steeper than two horizontal to one vertical.
  - (C) Fill shall be setback from property lines so as not to endanger or disturb adjoining property.



- (D) The ground surface shall be prepared to receive fill by removing vegetation, noncomplying fill, topsoil and other unsuitable materials, and scarifying to provide a bond with the new fill.
- (E) Structural fill shall be designed by a registered civil engineer in accordance with standard engineering practices.
- 6) Drainage. The following standards shall be met:
  - (A) Proposed grading shall not alter drainage patterns so that additional storm water is directed onto adjoining property.
  - (B) Cut and fill slopes shall be provided with subsurface drainage as necessary for stability.
  - (C) The site grading and drainage improvements shall be designed to carry both concentrated water and surface sheet flow water to the nearest practical drainage way, as specified by the Planning Director.

#### **5.3040-5.3045. GEOLOGIC HAZARD REQUIREMENTS**

##### **5.3045 5.3050. Special Requirements for Hazard Areas**

The special requirements applicable in the Hazard maps in the Comprehensive Plan are set forth in Section 5.3040 to Section 5.3065. The general procedures and requirements for approving development in the district are contained in Sections 5.3000 through 5.3035 of this Ordinance. The standards in Section 5.3040 to Section 5.3065 shall be used in conducting such approvals.

##### **5.3050 5.3055. Preliminary Site Investigation**

Subject to Sections 5.3000-5.3035.

##### **5.3055 5.3060. Detailed Site Investigation for Geologic Hazard Areas**

Development in a Geologic Hazards Overlay District requires a detailed site investigation report if the preliminary site investigation report required in Section 5.3050 confirms existence of a geologic hazard area or is in a geologic hazard area identified by Martin Ross' report "A Field Inventory of Geologic Hazards from Silver Point to Cove Beach, Clatsop County, Oregon". The report shall contain the information listed below together with appropriate identification of information sources and the date of the information.

Before a development permit can be issued, the site investigation report must be approved as part of the development permit approval process. The approved site investigation report shall be referred to in the deed and other documents of sale and shall be recorded with the record of deeds.

- 1) Background Data in Report. The site investigation report shall contain the following background information:
  - (A) The methods used in the investigation and the approximate number of man-hours spent on the site.
  - (B) A general analysis of the local and regional topography and geology including the faults, folds, geologic and engineering geologic units and any soil, rock and structural details important to engineering or geologic interpretations.
  - (C) A history of problems on and adjacent to the site, which may be derived from discussions with local residents and officials and the study of old photographs, reports and newspaper files.



- (D) The extent of the surface soil formation and its relationship to the vegetation of the site, the activity of the land form and the location of the site.
  - (E) The following ground photographs of the site with information showing the scale and date of the photographs and their relationship to the topographic map:
    - 1. A view of the general area.
    - 2. The site of the proposed development.
    - 3. Any features which are important to the interpretation of the hazard potential of the site.
    - 4. Unusual natural features and important wildlife habitat.
- 2) Topography Map. a topography base map of (1 to 100) scale and with a contour interval of (two feet) shall be prepared identifying the following features and shall be accompanied by references to the source and date of information used.
- (A) The position of the lot line.
  - (B) The boundaries of the property.
  - (C) Species identification of major plant communities.
  - (D) Any springs, streams, marshy areas or standing bodies of water.
  - (E) Areas subject to flooding, including those shown on the flood hazard maps prepared under the HUD National Flood Insurance Program.
  - (F) Areas subject to stream erosion and areas exhibiting significant surface erosion due to improper drainage and runoff concentration.
  - (G) Geological information, including lithologic and structural details important to engineering and geologic interpretation.
- 3) Subsurface Analysis. If upon initial investigation it appears there are critical areas where the establishment of geologic conditions at depth is required, a subsurface analysis obtained by drill holes, well logs and other geophysical techniques shall be conducted by the person responsible for the site investigation report to include the following data as appropriate.
- (A) The lithology and compaction of all subsurface horizons to bedrock.
  - (B) The depth, width, slope and bearing of all horizons containing significant amounts of silt and clay and any other subsurface waters.
  - (C) The depth, bearing and capacity of seasonal and permanent aquifers.
  - (D) Underlying areas of buried vegetation.
- 4) Development Proposal. The site investigation report shall include the following information on the proposed development as applicable. The information will be shown on the maps described above or appropriately referenced.
- (A) Plans and profiles showing the position and height of each structure, paved area and area where cut and fill is required for the construction.
  - (B) The percent and location of the surface of the site which will be covered by impermeable or semi-impermeable surfaces.
  - (C) Points to preserve for public access.
  - (D) a description of the impact of the development on any critical biological habitats.
  - (E) A stabilization program for the development describing:
    - 1. how much of the site will be exposed during construction and what measures will be taken to reduce erosion.



2. a revegetation program designed to return open areas to a stable condition as soon as possible following construction.
  3. the time of commencement of revegetation planting.
- (F) a description of safeguards that will be provided as part of the proposed development.
- (G) For a logging or farming operation, areas to be protected from vegetation loss or groundwater pollution shall be identified and means for protection described.
- 5) Special Review for Water Supply or Sewerage. If a well or an on-site sewage disposal system is planned, the proposed location shall be described and the following shall be determined:
- (A) The maximum and minimum levels (seasonal extreme) in water table height.
  - (B) The expected water needs of the proposed development.
  - (C) The water supply capacity and the expected effect of the increased water consumption on the water table.
  - (D) Any detrimental contamination of the groundwater, lakes or marshes that may occur.
- 6) Conclusions in the Report.
- (A) The site investigation report shall contain conclusions stating the following:
    1. How intended use of the land is compatible with the existing conditions.
    2. The existing or potential hazards found during the investigation.
    3. The manner for achieving compliance with applicable development criteria and standards.
  - (B) Recommended safeguards and mitigation for specific areas and hazards shall be specified.
  - (C) Conclusions shall be based on data included in the report and the sources of information and facts shall be referenced.

#### **5.3060 5.3065. Site Investigation Report Review**

The Community Development Director, Planning Commission or Board of Commissioners may want to have a technical site investigation report reviewed including the methods actually used to avoid hazards. The Community Development Director, Planning Commission or Board of Commissioners may request the owner or developed to pay for a portion or all of the review on behalf of the County.

#### **5.3065 5.3070. Qualifications**

The site investigation report shall be conducted by a registered engineering geologist. The Department of Community Development shall maintain a list of qualified geologists.