



CLATSOP COUNTY BOARD OF COMMISSIONERS

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

Scott Lee, Dist. 1 – Chairman
Dirk Rohne, Dist. 4 – Vice-Chairman
Sarah Nebeker, Dist. 2
Lisa Clement, Dist. 3
Lianne Thompson, Dist. 5
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Regular Meeting/Executive Session

October, 26, 2016

Judge Guy Boyington Building, 857 Commercial, Astoria

Regular Meeting: 6:00pm

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

1. FLAG SALUTE
2. ROLL CALL
3. AGENDA APPROVAL
4. PRESENTATION
 - a. Urban Renewal – City of Astoria
5. BUSINESS FROM THE PUBLIC - *This is an opportunity for anyone to give a 3 minute presentation about any item on the agenda (except public hearings) OR any topic of county concern that is not on the agenda. People wishing to speak during Business From The Public must fill out and sign a Public Comment Sign-in Card.*
6. CONSENT CALENDAR
 - a. Board of Commissioners Regular Meeting Minutes 9-14-16..... {Page 1}
 - b. Board of Commissioners Regular Meeting Minutes 9-28-16..... {Page 5}
 - c. Emergency Management Budget Adjustment for 2016-17 State Homeland Security Grant Program..... {Page 17}
 - d. 2016-17 State Homeland Security Grant Program Award Contract..... {Page 41}
 - e. Approve the 2016-17 budget & appropriation adjustments..... {Page 63}
 - f. Measure 57 Alcohol & Drug Treatment-Contract for Services {Page 67}
 - g. FY 16-17 Adult Drug Court Alcohol & Drug Treatment {Page 89}
 - h. FY 16-17 Mental Health Treatment..... {Page 111}
- PUBLIC HEARINGS
 - a. Ordinance 16-07 Amending and revising Clatsop County Code (2nd Reading) {Page 135}
 - b. Ordinance 16-08 Community Renewable Energy Assoc. Membership (2nd Reading).{Page 149}
7. COMMISSIONERS' REPORTS
8. COUNTY MANAGER'S REPORT
9. ADJOURNMENT

Executive Session

- 1) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed per ORS 192.660 (2)(h).
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Complete copies of the current Board of Commissioners meeting agenda packets can be viewed at:
Astoria Public Library - Seaside Public Library - Board of Commissioners Office

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

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

1 with the food vendor income. There were more animals and the auction brought in \$354,000 to
2 benefit the kids. The concert with Craig Morgan had great attendance. The only complaint
3 Mattinen heard was the beer line was too long. They offered multiple free activities for kids.
4 Mattinen is already working on the 2017 fair and is trying to schedule another concert. Mattinen
5 is anxious for input. Clement asked if the concert replaced the BMX exhibit. Mattinen said no
6 and said the BMX exhibit is expensive. Thompson spoke with people who were delighted to
7 support the youth in the county by purchasing auction animals. Nebeker asked what may have
8 caused the increase in attendance. Mattinen thought the decrease in gate fees helped with
9 attendance. Rohne thanked the Fair Board for their hard work.

10 11 **BUSINESS FROM THE PUBLIC**

12 Chris Farrar, 3023 Harrison Ave., Astoria. Farrar wanted to encourage the Board in their
13 interactions with agency people to bring a broader prospective of the management of the state
14 forests. The current practices are beginning to effect water supplies, human health, and the health
15 of the fisheries. Farrar said he heard a prominent political figure representing Clatsop County on
16 a local radio station and said this person does not understand the responsibility of the Oregon
17 Department of Forestry. He said this person thinks the only use of the forests is for revenue.
18 Farrar said revenue is clearly not the purpose of the state forests. Farrar is asking the Board to do
19 what the state law is written to say. Farrar would like to have a workshop and discuss the forests.

20
21 Helen Westbrook, 2860 Log Bronc Way, Astoria, OR. Westbrook said Thompson spoke at the
22 Forest Trust Land Advisory Council (FTLAC) on August 26th and Westbrook encouraged the
23 Board to listen to the audio for her full remarks. Westbrook said Thompson told the Council that
24 Clatsop County was continuing to work on a forestry policy and she has been doing it behind the
25 scenes for two years. Westbrook said Josi inquired if the development of the policy was open to
26 the public. Westbrook reminded the Board of an April 8th draft letter acknowledging that Clatsop
27 County was on the record supporting balanced management of harvest and supporting durable
28 and visible destinations of the forests as high value and the Commission did not support targeting
29 old trees for harvest expressing concern about pesticide use on state forests. Westbrook is asking
30 the Board to represent the community at the FTLAC and to strongly encourage minimizing the
31 spraying of pesticide into the state forests.

32
33 Susan Gladwin, 82316 Hwy 103, Seaside, OR. Gladwin addressed the Board regarding the speed
34 limit on Hwy 101 and Hwy 26 where the speed limit is 55 mph. Gladwin said the fire department
35 has asked to reduce the speed limit and Gladwin would like to see this also. Gladwin said she
36 sees a solution to herbicide spray and will have more information for the Board in October.

37
38 Rohne asked Moore to give an update on the Linn County lawsuit. Moore said there have been
39 recent developments and asked Reynolds to give a report. Reynolds said the court issued an
40 opinion on September 6th. The order cleaned up the complaint. The judge ruled on the class
41 certification and thought it would be appropriate to certify the class which would include every
42 taxing district in the state. Each taxing district would individually opt in or opt off. The judge
43 said he would not do the actual certification until the summary judgement process was complete.
44 There will be some discovery, collecting of evidence, each party will review the other's
45 evidence, interview witnesses and then the state will file its motion for summary judgement.

1 Reynolds believes it will be four to five months before there is any decision made that would
2 involve the county.

3
4 **CONSENT CALENDAR**

5 *Nebeker moved and Thompson seconded a motion to approve the consent calendar. Motion*
6 *carried unanimously.*

- 7 a. Board of Commissioners Meeting Minutes 8-10-16..... {Page 1 }
- 8 b. Reaffirmation of newspaper for publication of annual tax foreclosure notices. {Page }
- 9 c. Appointment of member representative to Caring for Clatsop Coalition {Page }

10
11 **BUSINESS AGENDA**

- 12 a. Holiday Schedule for November & December meetings
- 13 Rohne asked if there were any problems with the November 9th and December 14th
- 14 recommendation to hold the November and December meetings. *Nebeker motioned to*
- 15 *approve the holiday calendar as suggested by staff and Clement seconded. Motion carried*
- 16 *unanimously with Lee excused.*

17
18 **COMMISSIONERS' REPORTS**

19 Nebeker said she has been contacted by constituents about various problems. Nebeker said
20 several people were upset about the new FEMA maps. Nebeker contacted staff with her
21 questions and staff were very helpful. Nebeker believes there will be more people attending the
22 Liberty Theater concerts which will help the theater out.

23
24 Clement said she has been contacted from constituents mostly about road related issues. Clement
25 said she has found wonderful resources through the Planning Department and Heather Hansen,
26 Community Development Director. Clement said she has been able to satisfy the complaints.

27
28 Rohne said he had a friend write a grant for alternative gear for salmon which involved taking a
29 fish trap and making it much smaller. They are doing some test fishing. Rohne and
30 Commissioner-elect Kathleen Sullivan met with Northwest Senior Disability Services (NWSDS)
31 for an orientation. Rohne is hoping that Sullivan can participate on that board. Rohne said the
32 NWSDS provides adult daycare, information and referral home services, financial assistance,
33 health insurance counseling, housing, home repair, legal services, medical assistance, medication
34 management, mental health services, money management, support groups, transportation and
35 more. Nebeker asked if they had to be on disability or would it help seniors without disabilities.
36 Rohne said the group helps everyone they can and in any capacity they can.

37
38 Thompson attended the Clatsop Soil & Water District (CSWD) meeting and they are looking for
39 more candidates to fill two vacant positions. The Association of Oregon Counties (AOC) annual
40 conference is coming up in November which Thompson highly recommends. There are a variety
41 of steering committees in the AOC and they have now established a resilience sub-committee.
42 Thompson will chair this committee. Thompson is working on the housing sub-committee and
43 trying to pull all resources together to develop a model for affordable and available housing.

44
45 **COUNTY MANAGER'S REPORT**

46 No report

1 **ADJOURNMENT 6:55PM**

2

3

Approved by,

4

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7

Scott Lee, Chairperson

**Clatsop County Board of Commissioners
Regular Meeting
September 28, 2016**

Chair Scott Lee called the meeting to order at 6:00 pm., in the Judge Guy Boyington Building, 857 Commercial Street, Astoria, Oregon. Also present were Commissioners Sarah Nebeker, Lisa Clement, and Lianne Thompson and Dirk Rohne.

Staff Present:

- Cameron Moore County Manager
- Chris Crean County Counsel
- Heather Hansen Community Development Director

AGENDA APPROVAL

Nebeker requested item 5e be removed from the consent calendar and tabled. Lee looked for a motion to approve the amended consent calendar. Motion carried unanimously.

BUSINESS FROM THE PUBLIC

No business from the public.

CONSENT CALENDAR

- a. Youngs River Loop Road Federal Bridge Grant Award Acceptance..... {Page 1}
- b. Dedication of certain land in Seaside as Recreational Land.....{Page 7}
- c. Approval of purchase of Ford F350 pickup{Page 11}
- d. Appointment of Public Health Director{Page 13}
- e. Right-of-way Extension Easement..... {Page 15}
- f. ***Modification of IGA agreement with Bonneville Power Administration separate materials*

PUBLIC HEARING

a. Ordinance 16-03 Legislative Text Amendments to the Comprehensive.....{Page 23}

Heather Hansen, Community Development Director addressed the Board. Hansen advised the Board there is a corrected agenda summary. The Planning Commission approved minutes from July 26th, the draft minutes from September 13th, the approved minutes from the Southwest Coastal Citizens Advisory Committee (SCCAC) from January 21st, and the draft minutes from the SCCAC from July 12th are included in the new packet. Hansen gave the Board some background. There are six community planning areas identified in the Clatsop Comprehensive Plan – Northeast, Clatsop Plains, Lewis & Clark-Olney-Walluski, Elsie-Jewell, Seaside Rural and Southwest Coastal. Citizen Advisory Committees (CAC) were formed in each of the six Community Planning Areas for the sole purpose of advising on development of the Community Plans, which are part of the Comp Plan. After the Comp Plan was acknowledged in 1980, the Clatsop Plains, and Elsie-Jewell CACs continued for a short duration, and only a modified version of the SCCAC remains active. However, the Committee’s current role is greatly expanded from the intended role of the CACs and they only address land use issues within the Arch Cape rural community, this does not include Falcon Cove, Cove Beach, Arcadia, or anywhere else in the southwest community area, just the roughly 300 acres of the Arch Cape Rural Community within

1 the 3,000 acres of Southwest Coastal area. The Committee has clearly added value by advising on
2 the development of the Southwest Coastal Community Plan and the zoning regulations in the
3 Development Code that implemented that plan. Their recommendations have certainly affected the
4 look, feel, and sense of place in the Southwest Coastal Community Area because the zoning
5 regulations in the Development Code must be met in order to develop land within that area. The
6 zoning regulations are the reason there aren't strip malls along Highway 101 or tall houses
7 allowed along the oceanfront. Hansen said the issue before the Board tonight is not about whether
8 citizen involvement is important to the Clatsop County Board of Commissioners or whether the
9 Committee's input has added value to development in a particular geographic area of the county;
10 it's about the appropriate role for a county-appointed committee that advises on land use
11 decisions, and it's about the county's land use regulations being applied fairly and consistently
12 throughout the county.

13
14 Hansen said under their design review role, the Committee reviews all new structures and
15 expansions of existing footprints, including accessory structures so small they don't require
16 building permits. These types of development are not considered land use decisions anywhere else
17 in the county and are generally processed over the counter. For example, if you want to build a
18 house anywhere outside of the Arch Cape Rural Community, a person submits the plans and they
19 are reviewed by Planning staff to ensure they meet all the development standards in the zone they
20 are in, such as setbacks, building height, lot coverage, parking, access, etc. The development
21 standards for building a house should be clear and objective so they are applied fairly and
22 consistently regardless of who the applicant is or where they are from. If the house meets all the
23 standards, the applicant can then apply for building permits and begin construction soon after. The
24 fee for this type of review is \$75.

25
26 In Arch Cape, to build that same house, the applicant would pay an additional \$711 for a special
27 design review, staff would send a notice out to property owners within 250 feet, the applicant or
28 their representative would present their plans at a hearing at the next regularly scheduled
29 Committee meeting, the Committee would make a recommendation to the Director based on the
30 development standards in the Development Code, then the Director would make the decision and
31 issue a Notice, and the applicant could then apply for building permits once the appeal period is
32 over. This additional step adds at least 4-6 weeks to the process of building a house in Arch Cape.

33
34 The vast majority of applications the Committee reviews are for design review of new single
35 family houses, additions, decks, and accessory structures. But the Committee also reviews all
36 other types of land use applications, again only within the Arch Cape Rural Community, including
37 Conditional Uses, Variances, Rezones, Subdivisions, etc. and makes a recommendation to either
38 the Director or to the Planning Commission, depending on the type of application. All their
39 reviews must rely upon existing land use regulations – the same ones used by the Director or
40 Planning Commission in making their final decision.

41
42 The Board needs to decide whether the Committee's current role is appropriate and are the land
43 use regulations being applied fairly and consistently throughout the county. In response to a
44 complaint by an applicant in November 2015, Interim County Manager Rich Mays requested
45 information from staff about the Committee such as the types of applications they review, what
46 process they use, how long it takes, how much it costs, and what authority they have. Mr. Mays

1 also conferred with County Counsel regarding the need for the committee and the appropriate role
2 for a Board appointed advisory committee in land use decisions. Mr. Mays attended the January
3 2016 meeting of the Committee. County Counsel didn't feel the Committee's role was appropriate
4 or that the county's land use regulations were being fairly administered countywide, nor did
5 Interim County Manager Rich Mays. On February 10th 2016, Mr. Mays recommended that the
6 Board of Commissioners pass a Resolution that had two parts: (1) Immediate discontinuance of
7 the Committee; and (2) Direction to the Community Development Director to initiate amendments
8 to the Comp Plan and Development Code, which the Board passed unanimously.
9

10 The Interim County Manager recommended the discontinuance of this committee for the
11 following reasons:

- 12 1. It is inappropriate for a subordinate body to the Board of Commissioners to be delegated a
13 broad role in quasi-judicial decision making while being limited to a specific geographic
14 area.
- 15 2. It is inappropriate for a subordinate body to the Board of Commissioners, representing a
16 specific geographic area, to be permitted to make land use decisions not authorized
17 elsewhere in Clatsop County.
- 18 3. Regarding the above two points, if in the future there is a land use issue specific to the
19 Southwest Coastal area, the Board of Commissioners can appoint an ad-hoc committee to
20 address it.
- 21 4. All of the activities associated with this committee and its monthly meetings add additional
22 financial cost to the public and the applicant without providing a corresponding public
23 benefit.
- 24 5. Committee review adds about 4 to 6 weeks to the county's review process - a process that
25 is typically completed "over the counter" for other Clatsop County residents and
26 developers. This prolonged time frame increases the risk of the county violating the state
27 requirement that the development permit process not exceed 150 days.
- 28 6. When a committee with quasi-judicial authority is made up of citizens from such a small
29 geographic area, it is unavoidable that those members will be considering land use issues
30 involving their friends and neighbors. This increases the possibility of bias, subjective
31 decision making and questions of committee members properly recusing themselves.
32

33 The Board's action by Resolution to dissolve the Committee was appealed to the State's Land Use
34 Board of Appeals (LUBA). LUBA held that the discontinuance of the Committee constitutes a
35 land use decision and thus the county must first amend its Comp Plan and Development Code to
36 complete the dissolution of the Committee. The appeal was voluntarily remanded. Meanwhile
37 staff has continued to work on the Comp Plan and Development Code amendments to discontinue
38 the Committee, while simultaneously enhancing citizen involvement countywide through the
39 proposed amendments.
40

41 Hansen gave a summary of the proposed text amendments to the Comp Plan.

42 1. Goal 1 – Citizen Involvement

- 43 (a) Remove language referencing the SCCAC as the only active Citizens Advisory
44 Committee.
- 45 (b) Remove policy regarding active citizen advisory committees.

- (c) Add policy that advisory committees may be appointed by the Board of Commissioners to address specific land use issues as needed (a common practice of the Board).
- (d) Add community organizations to policy about public notices.
- (e) Add recommended action about requirement for Applicant-Neighborhood meetings for certain land use applications.

2. Southwest Coastal Community Plan

- (a) Add policy reiterating Goal 1 policy that the Planning Commission is the County's Committee for Citizen Involvement.
- (b) Repeat Goal 1 policy that ad hoc advisory committees may be appointed by the Board of Commissioners to address specific land use issues as needed.
- (c) Repeat Goal 1 policy that public notices will also be sent to community organizations.
- (d) Remove references to SCCAC role in design review and other recommendations.
- (e) Revise language regarding hardship variances clarifying that they will be considered by the Planning Commission or Hearings officer as is done in the rest of the county.

The following is a summary of proposed text amendments to the Development Code.

1. Section 1.030 Definitions: Add definition of a neighborhood/community organization.
2. NEW Section 2.046 Applicant-Neighborhood Meeting: Adds requirement for applicant to hold a neighborhood meeting for certain types of land use applications prior to submitting an application.
3. Section 2.110 & 2.115 Mailed Notice: Revises language regarding neighborhood or community organizations.
4. NEW Section 2.111 Posting Notice of Public Hearing: Adds requirement for posting a sign on properties that are the subject of a land use hearing. County provides the sign, which can be reused.
5. Section 3.068 Arch Cape Rural Community Residential Zone-Development and Use Standards:
 - (a) Add restriction on height of accessory buildings in setbacks to address protection of ocean views.
 - (b) Relocate some design standards from the Arch Cape Overlay District.
 - (c) Remove redundant regulations, i.e., they are already required elsewhere in the Development Code.
6. Section 3.262 Rural Community Commercial Zone-Development and Use Standards:
 - (a) Relocate some design standards from the Arch Cape Overlay District to the Rural Community Commercial Zone.
 - (b) Remove redundant regulations, i.e., they are already required elsewhere in the Development Code.
7. Section 4.100 Arch Cape Rural Community Overlay:
 - (a) Relocate some design standards to the Arch Cape Rural Residential Zone and Rural Community Commercial Zone and delete the Design Review sections.
 - (b) Keep the Short-Term Rental Program section pending further discussions county wide.
 - (c) Delete the Variance section since it is already covered verbatim in Section 5.130.
 - (d) Relocate subsection (2) from the Nonconforming Uses and Structures to Section 5.600 Non-conforming Uses and Structures. The remainder is already covered verbatim in 5.600.
8. Section 5.608 Non-Conforming Uses and Structures-Alteration

- 1 (a) Relocate subsection (2) from Section 4.124 Arch Cape Non-Conforming Uses and
2 Structures-Alteration, which puts limits on alterations to non-conforming structures over a
3 three-year period.
4

5 There were three hearings held.
6

7 July 12, 2016: SCCAC held a public hearing and voted to recommend denying the application
8 and keeping the SCCAC intact based on their findings that the amendments are not consistent
9 with Goal 1 of the Comprehensive Plan and the Southwest Coastal Community Plan. Their
10 findings are incorporated into the staff analysis found in Exhibit PC.
11

12 July 26, 2016: Planning Commission held a public hearing and continued the hearing to
13 September 13, 2016. The Planning Commission requested that staff return with options for
14 enhancing citizen involvement – both countywide and in Arch Cape. County Manager Cameron
15 Moore instructed staff to focus only on countywide citizen involvement options.
16

17 September 13, 2016: Planning Commission held a public hearing, deliberated, and voted to
18 recommend approval of the proposed amendments with a minor modification regarding staff
19 attendance at applicant-neighborhood meetings.
20

21 Hansen said the majority of public testimony has been from residents and property owners in the
22 Arch Cape area against dissolution of the county-appointed Committee. Of those, some think they
23 should continue their advisory role in design review as well as other quasi-judicial land use
24 decisions, and others feel that role is not appropriate and want their role limited to legislative
25 matters. The minority of testimony was in favor of dissolving the committee, pointing out that
26 their review is redundant and unnecessary. One person testified that the new requirements for
27 posting property that is subject to a land use hearing and for applicant-neighborhood meetings
28 should both be the county's responsibility; and the meeting requirement should be voluntary not
29 mandatory.
30

31 Some general themes and arguments against the dissolution of the committee:
32

- 33 • The Board doesn't have the authority to discontinue the Committee per the Comp Plan and
34 bylaws.

35 Staff response: The proposed amendments remove the advisory role of the Committee in
36 the Comp Plan and Development Code. The Comp Plan and Development Code are living
37 documents that can be amended as needed. The Board is the County's policy making body
38 and they have the right to create and amend their policies and implementing measures as
39 long as they comply with State and Federal laws. The Planning Commission is the
40 county's designated Committee for Citizen Involvement and the proposed amendments
41 enhance Goal 1-Citizen Involvement countywide. The Committee Bylaws do not
42 supersede the County Code of Regulations, which authorizes the Board to dissolve an
43 advisory committee that it appoints.
44

- 45 • Committee involvement results in better outcomes/we are most familiar with the area.

1 Staff response: The benefit of adding a public hearing to applications that would otherwise
2 be a staff decision (Type I) or a Director decision (Type II) elsewhere in the County does
3 not outweigh the additional time and cost to the applicant and to the county. Local review
4 of sheds, houses, and additions is more appropriate for neighborhood associations with
5 adopted CC&Rs. The development standards should be clear enough that staff can review
6 and apply them. Staff review of these types of developments already includes compliance
7 with relevant development standards, such as setbacks, height limits, vegetation, etc. Other
8 types of discretionary land use decisions are already heard by the Planning Commission or
9 Hearings Officer and additional opportunities for citizen involvement are proposed.

- 11 • Retain Committee for legislative review.
12 Staff response: If there were any Comp Plan or Development Code amendments proposed
13 that are specific to the Southwest Coastal Community Area, an ad hoc advisory committee
14 would be appointed by the Board. It would have broader representation from the area than
15 the current Committee (which are just property owners in the Arch Cape Rural Community
16 area), such as residents, property owners, and business owners from the entire Southwest
17 Coastal area, ODOT, State Forestry, US Forest Service, State Parks, etc. Appointing a
18 standing committee from Arch Cape for legislative review of unknown future land use
19 actions is not practical or necessary.

- 21 • It's too far to come to Astoria to testify/our voices won't be heard.
22 Staff response: There are many opportunities for citizens to be made aware of pending land
23 use actions and to have their voices heard, including new ones proposed in this ordinance –
24 properties subject to land use hearings will be posted, applicant-neighborhood meetings
25 will be required for certain land use applications, notices will be sent to adjacent property
26 owners and community organizations, and testimony can always be provided in writing,
27 The Planning Division will also be posting a map with links to active land use applications
28 so it will be easier to be aware of development when it is proposed throughout the county.
29 The public can always review and comment on any active land use applications.

31 Hansen said citizen involvement is really what this is about and they need to comply with the
32 Statewide Planning Goal 1 and any Comp Plan or Code amendments that are made. The Planning
33 Commission is the county's designated Committee for citizen involvement. The existing
34 countywide methods of citizen involvement comply with the Statewide Planning Goal and the
35 proposed methods will enhance citizen involvement countywide.

37 Hansen said if this ordinance passes, development and citizen participation would be handled
38 consistently countywide. Hansen shared some examples of how applications that currently require
39 a special design review and public hearing in Arch Cape would be processed:

- 41 • Structures under 200 square feet: No Building or Planning permits required (they must still
42 comply with setbacks and any natural hazard overlay requirements, if applicable)
- 43 • Remodels requiring a structural permit: No Planning permit required.
- 44 • Type I Applications-Structures 200 square feet or greater/expansions: Staff decision;
45 planning permit required; clear and objective development standards apply.

- 1 • Type II Applications (e.g., partitions, minor subdivisions, limited conditional uses): Director
2 decision; Notice is mailed; Development standards and review criteria apply.
- 3 • Type IIa/III Applications (e.g., variances, major conditional uses, and major subdivisions):
4 Planning Commission hearing & decision; Notice is mailed, published and posted on the
5 property; Development standards and review criteria apply.
- 6 • Type IV Applications (e.g., rezones, legislative amendments): Planning Commission
7 hearing; Board hearing and decision; Notice is published, and also mailed and posted on the
8 property (if quasi-judicial); Development standards and review criteria apply.
- 9 • Major Legislative Amendments: Prior to public hearings before the Planning Commission
10 and Board, an ad hoc advisory committee would be appointed by the Board with broad
11 representation from the affected areas; Open Houses, workshops, community meetings
12 would be held as directed by the Board. Recent examples include North Clatsop Plains,
13 Tsunami Hazard Overlay, Transportation System Plan, Farm & Forest Code Update, and
14 Wetlands Advisory Committee.

15
16 Lee asked for the first reading by short title only. Hansen read Ordinance 16-03: “In the matter of
17 an Ordinance adopting legislative text amendments to the Comprehensive Plan and Land and
18 Water Development and Use Ordinance #80-14 regarding the Southwest Coastal Citizens
19 Advisory Committee, Arch Cape Rural Community, and additional requirements for Citizen
20 Involvement countywide; and declaring an emergency.”

21
22 Lee opened the public hearing.

23
24 Charles Dice, 31911 Clatsop Lane, Arch Cape. Dice thanked the commissioners for their service.
25 Dice requests the Board not approve Ordinance 16-03. Dice said this ordinance was crafted as a
26 way to eliminate the SCCAC which has been operating in Arch Cape for over 40 years. The
27 committee has done a fine job resolving local land use issues. This committee does not make
28 decisions but makes recommendations to the Planning Commission. Dice wants to know what has
29 changed so drastically to do away with the committee and to do it under an emergency process.
30 Dice said there has been no published examples of any errors from the work that was done by the
31 committee. Dice is asking the Board to represent the best interests of the people. Dice said it does
32 not seem fair that the people of Arch Cape are not being heard.

33
34 Linda Eyerman, 80296 Pacific Road, Arch Cape. Eyerman has been a member of SCCAC since
35 2012. Eyerman has testified at four hearings regarding the dissolution of the committee and has
36 submitted written testimony four times. Eyerman wanted the Board to know that no one
37 understands why this is happening. The committee has been doing the work that the county has
38 assigned to it without much conflict. When there has been a conflict it is generally because
39 applicants and county staff are more development minded then the people of Arch Cape are.
40 Eyerman said the first time the committee was dissolved was an illegal act. The county has
41 basically wiped out everything that was done in February. Eyerman said the staff has been
42 wandering on their own and questions why the commissioners are on an illegal path again to try to
43 disband and dissolve a committee that is active. Eyerman said if the design review function is a
44 problem then take away the design review function but leave the committee in place so there will
45 at least be a voice for the southwestern region.

1 Jim Jensvold, 80030 Pacific Road, Arch Cape. Jensvold said he has had a relationship with the
2 community and county for years. Jensvold asked the Board to look at the testimony, draft minutes
3 from the SCCAC meeting and the comments from the petition of the southwest coastal community
4 that was put up a few days ago. Jensvold said the people of the southwest coastal community are
5 reasonable people, willing to compromise, cooperate, obey the laws and respect their neighbors.
6 Jensvold does not see how this constitutes an emergency and asked the Board to see a way to
7 retain the beneficial functions of the committee.

8
9 Debra Birkby 79829 Gelinsky Road, Arch Cape. Birkby brought a 2007 award from the county for
10 the committee's participation. Birkby said Oregon land use began as an ideal for Oregonians
11 vision not a permit process driven by staff and personnel. Birkby said citizens formed a land use
12 plan to fit in each area and this is how there is exclusive farm use, single family residential, the
13 rural service area and many other zones. Birkby asked the Board to read a newspaper article she
14 gave them as they continue to prepare to dissolve the last of Clatsop's rural plans. In 2003 the
15 planner introduced the licensing for short term rental in Arch Cape which became the beginning of
16 the end to Arch Cape as Birkby's neighbors knew it for the previous 75 years. Three members of
17 the Board after years of public hearings, self-funded billable lands inventory, wetland survey by
18 Arch Cape residents, Sanitary Districts and Watershed Councils voted to adopt the plan to protect
19 the residences. Birkby said three years later the plan has not been adopted. Birkby asked the Board
20 why they would want to dissolve the SCCAC.

21
22 Virginia Birkby, 79829 Gelinsky Road, Ach Cape. Birkby asked the Board to consider adopting
23 the plan over two meetings and to allow time to digest all the testimony. Birkby cannot think of
24 any instance that warrants an emergency in one meeting. Birkby asks that at least one
25 commissioner disagree with making the final decision because the entire Board must support the
26 decision to have it be considered an emergency. Birkby truly believes that she has been publically
27 humiliated by the Interim County Manager Rich Mays and County Counsel Chris Crean. She
28 believes they reported to the press and the Commissioners that Birkby created a hostile work
29 environment and was unprofessional. Birkby said the first time she heard that was in reading
30 minutes from a meeting that she was not involved in. Birkby said that county staff and legal
31 counsel have neglected to provide her with any process skills working on a county committee or
32 any training to address perceived performance. Birkby has asked what conditions have to be met
33 in order to have the meeting in the Arch Cape community. Birkby feels let down by staff
34 members.

35
36 Theodore Lundy, 2553 Grand Ave., Astoria. Lundy has been a member of the committee. Lundy
37 wanted to reiterate the importance of the committee to the citizens of the southwest county. Lundy
38 said the committee is a community thing like a family meeting. The committee sees it as a way for
39 local people to voice their opinions in developments. Lundy shared an example of one
40 development where local people would come in as opposing the development but the committee
41 worked with the developer to adjust the plan, facilitate and keep trees from being cut down and
42 they left as friends.

43
44 Gordon Church, 79878 Hwy 101, Arch Cape. Church has many of the same concerns. Church said
45 that potential conflicts and ramifications do not appear anywhere in the actual documentation of
46 disbanding the committee. Church said no system of potential ad hoc committees or instituting

1 neighborhood organizations could possibly replace 40 years of continuity. The local people have a
2 local venue to work out potential differences to apply the zoning regulations or building design
3 conflicts. The committee has fulfilled that role.

4
5 Nebeker asked staff or county counsel to address what citizen involvement they can still
6 participate in and why the county has chosen to disband the committee. Crean said the group can
7 participate in the land use proceedings. They are not acting on behalf of the county as a committee
8 to conduct the first public hearing on land use applications. That is where the problems arose.
9 Crean said they have improved the public notice provisions in the County Code. There will be
10 more public notice and outreach. The people in Arch Cape and the rest of the county can be
11 engaged and participate as much as they want. Thompson appreciates her neighbors for their
12 passion and concerns for protecting their places. Thompson shares their concerns on how to
13 protect neighborhood livability. Thompson said land use is state law in Oregon and county staff is
14 obliged to follow state law. Thompson said she is pained to hear that Birkby felt disrespected and
15 apologized to her. Thompson said the Arch Cape Design Review Committee was given quasi-
16 judicial authority and there are very stringent controls on what needs to be done and how it has to
17 be done or there is legal exposure to risk. Thompson said not every person in the community
18 agrees with the dissolution and sometimes those people do not want to appear on record because
19 they are concerned about their neighbors making opinions. Crean said one of the initial problems
20 was the legal requirements; there were procedural errors which puts the county at risk. Crean said
21 he is also concerned about the compliance with public meetings law such as a matter pending
22 within the Arch Cape Committee and if it was discussed through email. If so, it is a public uniform
23 violation which could turn each one of the committee member's devices into a public record.
24 There are ADA issues that Interim County Manager Mays mentioned. Crean said these issues have
25 exposed the county and the tax payers to risk. Thompson's concerns are how to encourage the
26 support and how to maintain the continuity and quality of neighborhood livability. Thompson said
27 staff has come forward with proposals which may not be acceptable for some. A Neighborhood
28 Association is one option. Thompson said what is clear to her is the committee having quasi-
29 judicial authority is not a good idea. Rohne said he believes everyone should be treated fairly and
30 encourages public involvement and said the Board is not trying to jeopardize the public
31 involvement process. Rohne said no public process is being short changed and that a small bit of
32 authority in the small area of Arch Cape has been backed because all tax payers in Clatsop County
33 are paying for the unique authority that only a small group and a small area of a section have.
34 Rohne believes it is entirely appropriate to dissolve the SCCAC. Lee said he read every page and
35 every comment at least twice and has taken this issue lightly. Lee believes the dissolution is best
36 for the county.

37
38 *Rohne moved to adopt Ordinance 16-03, adopting legislative text amendments to the*
39 *Comprehensive Plan and Land and Water Development and Use Ordinance 80-14; to declare an*
40 *emergency; and to conduct the second reading by title only and Clement seconded. Motion carried*
41 *unanimously.* Moore read Ordinance 16-03 by short title only.

42 43 **COMMISSIONERS' REPORTS**

44 Nebeker attended the Arts Council meeting where they are continuing on with the surveys which
45 represent a lot of hours. There are 400 surveys left to complete by the first of January. The Astor
46 Street Opry will present Barefoot in the Park in October. The Coaster Theater will be presenting

1 “Don’ Dress for Dinner” and “It’s a Wonderful Life.” The Stormy Weather Festival will be in
2 November. The last Tuesday of every month Ft. George does a benefit for a non-profit. Storm
3 Large will perform at the Liberty Theater on October 8th. The Arts Council wanted Nebeker to
4 express her appreciation to Theresa Dursse and to the county for assisting with the surveys and the
5 other support that they have received. There is a vacancy on the Arts Council if anyone is
6 interested.

7
8 Clement attended the Three Course Challenge at Camp Rile which is a locally organized race from
9 Seaside High School. The race attracts middle and high school runners. There were 2500 runners
10 that ran the true cross country course. The Great Columbia Crossing is coming up on October 16th
11 which benefits Columbia Memorial Hospital.

12
13 Thompson said she is enthused about Clatsop County building modular housing. Thompson would
14 like a round table discussion to bring all parties together. Thompson went to a meeting of the
15 governor’s work group on wood products and presented the housing idea to them and they were
16 quite responsive. The idea is to make better use of the trees that are cut. The Community Action
17 Team will be celebrating their 50th anniversary party.

18
19 Rohne attended the Northwest Seniors & Disabilities Services meeting. The meeting was very
20 positive. The state is reducing services so they will be looking at people who are at risk. The
21 facility is in Warrenton. Rohne is working on a Farm and Forest Committee to review land use
22 under Heather Hansen and Will Caplinger. Caplinger has good relations with a broader
23 community and the involvement has increased so it is moving in a positive direction. Rohne
24 attended the CEDR meeting and on October 5th there is the Forestry Leaders Tour. Affordable
25 housing was discussed at the CEDR meeting. CEDR was in support of the Bella Ridge project
26 which fell through so there is a little bit of disappointment and frustration on the committee.
27 It was suggested that the county take on this issue and Rohne feels it would be impossible for the
28 county to organize this wide spread effort without devoting an incredible amount of resources.
29 Nebeker suggested another county wide meeting with all the elected officials and managers to
30 discuss this issue. Moore said they will be organizing this meeting sometime next year and hope to
31 meet semi-annually.

32
33 Lee said he would like to see another countywide meeting. Lee and Thompson attended the
34 Association of Oregon Counties (AOC) district meeting. Betsy Johnson was in attendance.
35 Clatsop County has been dealing with issues on fisheries and forestry. Lee told Johnson that the
36 county needs some leadership from the Governor’s office on these issues and Johnson agreed. Lee
37 attended the executive meeting of the Oregon Coastal Zone Management Association (OCZMA)
38 and they will be moving their annual meeting to the AOC conference. The Wetlands Advisory
39 Committee met on Monday and they talked about the new maps. Lee asked Hansen when the
40 target date was for the maps to be out. Hansen said she can have them posted online the next day.
41 The Wetlands Advisory Committee will deliver a recommendation to the Planning Commission.

42 43 **COUNTY MANAGER’S REPORT**

44 Moore reminded the Board that 2017 will be time to convene a Charter Review Committee.
45 Moore would like to bring a presentation to the Board in October about past practice. It will be a
46 complicated process. Lee asked what the expectations of the Charter Review Committee would be.

1 Moore said they will set the scope of review, membership of the committee, frequency of
2 meetings, and more to discuss.

3

4 **ADJOURNMENT 7:35PM**

5

6

Approved by,

7

8

9

10

Scott Lee, Chairperson

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

October 26, 2016

Issue/Agenda Title: Emergency Management Budget Adjustment for 2016-17 State Homeland Security Grant (SHSG) Program

Category: Consent Calendar

Prepared By: Tiffany Brown

Presented By: Tiffany Brown

Issue before the Commission: Approve Budget Adjustment for 2015-16 HMEP Grant

Informational Summary: A critical area of catastrophic planning includes that pertaining to mass care and evacuation. Assembly areas indicated on the tsunami inundation maps and evacuation shelter sites identified throughout the County provide a snapshot of the currently identified locations and resources, but considerable additional development is needed in order for the sites/shelters to support the needs of the community following a catastrophic event. For example, the Assembly areas which represent high ground for those fleeing tsunami are little more than a location identified at a safe elevation; a recent shelter assessment conducted by Red Cross reveals that sites simply identified as sites don't necessarily have the equipment and resources to support mass care.

In January 2016, Clatsop County Emergency Management applied for State Homeland Security Grant funds to conduct a countywide assessment of all open spaces, assembly areas and shelters for the purpose of further developing catastrophic mass sheltering and evacuation plans. Through a series of consultant-facilitated meetings, each City and the County will inventory and assess each open area and shelter in order to identify gaps and vulnerabilities for future planning phases. The project was approved and the County received an SHSG award in the amount of \$30,000, and the County Manager approved that agreement in September.

Fiscal Impact: The award amount is \$30,000 with no hard match.

Options to Consider:

1. The Board approves the R&O.
2. The Board chooses not to approve the R&O.

Staff Recommendation: Option #1

Recommended Motion: *“I move that we approve and adopt the resolution and order to adjust the emergency management budget due to a State Homeland Security Grant award.”*

Attachment List:

- A. Resolution & Order/Schedule A
- B. C6133 – Intergovernmental Agreement between Clatsop County and OMD/OEM

1 IN THE BOARD OF COUNTY COMMISSIONERS

2
3 FOR CLATSOP COUNTY, OREGON

4
5 In the Matter of Adjusting the FY2016-17)
6 Budget and Increasing Revenue and)
7 Appropriations for the Emergency Management) RESOLUTION AND ORDER
8 Budget due to a new grant award)
9

10 WHEREAS, the Oregon Military Department, acting by and through the
11 Oregon Office of Emergency Management, has awarded Clatsop County
12 Emergency Management a State Homeland Security Grants (SHSG) in the
13 amount of \$30,000 to provide funding for a countywide open area and shelter
14 assessment for the County and Cities;

15
16 WHEREAS, adjustments in the FY 2016-17 budget are necessary to
17 properly receive the revenue from said grant and make appropriations for the
18 project, as described in Schedule 'A' hereto and incorporated herein by
19 reference, which were not anticipated in the FY2016-17 budget preparation; and
20

21 WHEREAS, expenditure of supplemental grants is exempt from the
22 supplemental budget procedure under ORS 294.326(2), however, such
23 expenditure is lawful only after enactment of a Resolution and Order
24 appropriating such grant monies; now, therefore
25

26 IT IS HEREBY RESOLVED AND ORDERED that the FY2016-17 revenues
27 and appropriations for the Emergency Management Division fund be increased as
28 described in Schedule 'A', attached hereto and incorporated herein by reference.
29

30 APPROVED AND ADOPTED this 26th day of October, 2016.

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

35
36
37 _____
38 Scott Lee, Chairperson
39
40
41
42

1 SCHEDULE "A"

2
3 ADJUSTMENTS INVOLVING A TRANSFER OF APPROPRIATIONS BETWEEN
4 ORGANIZATION UNITS WITHIN THE SAME FUND
5

6 <u>Organization Unit/Fund</u>	<u>Increase</u>	<u>Decrease</u>
7 SHSG Grant (001/2750/81-4340)	\$ 30,000	
8 Open Area & Shelter Assessment (001/2750/82-2450)	\$ 30,000	

9
10
11 Comment: The Emergency Management Division (EMD) recently received a State
12 Homeland Security Grant (SHSG) planning grant in the amount of \$30,000 from the
13 Oregon Office of Emergency Management. EMD will use the monies to contract with a
14 planning consultant who will facilitate community meetings and provide an assessment
15 of evacuation areas and shelters throughout the incorporated and unincorporated areas
16 of the County.
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CL133

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM**

CFDA # 97.067

CLATSOP COUNTY

\$30,000

Grant No: 16-213

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

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **September 15, 2016** and ending, unless otherwise terminated or extended, on **September 30, 2017** (Expiration Date). No Grant Funds are available for expenditures after the Expiration Date. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**

Exhibit B: **Federal Requirements and Certifications**

Exhibit C: **Subcontractor Insurance**

Exhibit D: **Information required by 2 CFR 200.331(a)**

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

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$30,000** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2016 State Homeland Security Program (SHSP) grant.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 2016 State Homeland Security Program.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subrecipient agrees that no grant may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the State Homeland Security Program guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at http://www.oregon.gov/OMD/OEM/Pages/plans_train/grant_info.aspx.
- b. Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.

- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.

c. **Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.

7. **Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:

- a. **Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **NIMS Compliance.** By accepting FY 2016 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at http://www.oregon.gov/OMD/OEM/Pages/plans_train/NIMS.aspx#Oregon_NIMS_Requirements.

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

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

- a. **Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement

and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.

b. Retention of Records. Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.

c. Audits.

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

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

- a. Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for

contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

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

- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

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

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- d. Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v. or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. Contribution.** 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 OEM or Subrecipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party

Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

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

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

- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Any Subrecipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that Subrecipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Subrecipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. **Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.
- j. **Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must

be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an “officer”, “employee”, or “agent” of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

CLATSOP COUNTY

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By _____
Subrecipient's Legal Counsel

Date _____

Subrecipient Program Contact:

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

Subrecipient Fiscal Contact:

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

OEM

By _____

Matthew T. Marheine
Operations and Preparedness Section Manager, OEM

Date _____

APPROVED AS TO FORM

By Marvin D. Fjordbeck
Senior Assistant Attorney General

Date September 9, 2016

OEM Program Contact:

Sidra Metzger-Hines
Grants Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3661
sidra.metzgerhines@state.or.us

OEM Fiscal Contact:

Angela Creasey
Senior Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3316
angela.creasey@state.or.us

Exhibit A
Grant No: 16-213
Subrecipient: Clatsop County

I. Project Description

Project Title: Shelter & Open Area Assessment

This project provides funding to conduct a county wide assessment of shelters and open spaces for the purposes of mass sheltering in the event of a catastrophic event.

II. Budget

Planning	\$ 30,000
Total	\$ 30,000

EXHIBIT B

Federal Requirements and Certifications

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

II. Specific Requirements and Certifications

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

may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons.

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

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

- F. Procurement of Recovered Materials.** Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.
- G. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- H. Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.
- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.

- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- Q. Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.
- R. Energy Policy and Conservation Act.** Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act.
- S. Lobbying Prohibitions.** Subrecipient must comply with 31 USC §1352, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
- T. Terrorist Financing.** Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subrecipients to ensure compliance with the EO and laws

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers' liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

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

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

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

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and Subrecipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

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

Exhibit D

Information required by 2 CFR 200.331(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): Clatsop County
 - (ii) Sub-recipient's DUNS number: 118455844
 - (iii) Federal Award Identification Number (FAIN): EMW-2016-SS-00089-S01
 - (iv) Federal Award Date: September 01, 2016
 - (v) Sub-award Period of Performance Start and End Date: From September 15, 2016 to September 30, 2017
 - (vi) Amount of Federal Funds Obligated by this Agreement: \$30,000
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement *: \$102,752
 - (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$30,000
 - (ix) Federal award project description: State Homeland Security Program Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
 - (x)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of Pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official: Andrew Phelps, Director – Oregon Office of Emergency Management, PO Box 14370, Salem, OR 97309-5062
 - (xi) CFDA Number and Name: 97.067 Homeland Security Grant Program
Amount: \$6,799,000
 - (xii) Is Award R&D? No
 - (xiii) Indirect cost rate for the Federal award: 0%
2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

October 26, 2016

Issue/Agenda Title: Contract for 2016-17 Emergency Management Program Grant (EMPG)

Category: Consent Calendar

Prepared By: Tiffany Brown

Presented By: Tiffany Brown

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

Informational Summary: The Clatsop County Emergency Management Division (CCEMD) has received matching funds from Oregon Emergency Management (OEM), which are pass-through monies from FEMA's Emergency Management Performance Grant (EMPG). The matching funds are used to offset the personnel costs of a full-time Emergency Manager, two part-time Emergency Coordinators and Information Services support, and requires the county to perform certain functions and meet various goals, which the program has been successful in completing the last eleven years. The grant also requires quarterly reports that detail the work performed and the goals met by the program.

Fiscal Impact: This grant will provide up to \$67,633.00 for the federal fiscal year 2016-17. Maximum reimbursement is set at 50% of program cost. This grant money was allocated in the FY2016-17 Adopted Budget.

Options to Consider:

1. The Board could approve the grant amendment and authorize the County Manager to execute.
2. The Board could choose not to approve the grant, and identify alternate funding.

Staff Recommendation: Option #1

Recommended Motion: *"I move that we approve the 2016-17 EMPG Award agreement and authorize the Chair to sign."*

Attachment List:

- A. Contract #6134

Attachment List:

- A. Resolution & Order/Schedule A
- B. C6133 – Intergovernmental Agreement between Clatsop County and OMD/OEM

26133

OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM
CFDA # 97.067
CLATSOP COUNTY
\$30,000
Grant No: 16-213

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

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **September 15, 2016** and ending, unless otherwise terminated or extended, on **September 30, 2017** (Expiration Date). No Grant Funds are available for expenditures after the Expiration Date. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

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

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Federal Requirements and Certifications**
- Exhibit C: **Subcontractor Insurance**
- Exhibit D: **Information required by 2 CFR 200.331(a)**

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

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$30,000** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2016 State Homeland Security Program (SHSP) grant.

4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 2016 State Homeland Security Program.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subrecipient agrees that no grant may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the State Homeland Security Program guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at http://www.oregon.gov/OMD/OEM/Pages/plans_train/grant_info.aspx.
- b. Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.

- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.

c. Recovery of Grant Funds. Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.

7. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to OEM as follows:

- a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. NIMS Compliance.** By accepting FY 2016 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at http://www.oregon.gov/OMD/OEM/Pages/plans_train/NIMS.aspx#Oregon_NIMS_Requirements.

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

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement

and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.

b. Retention of Records. Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.

c. Audits.

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

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

- a. **Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for

contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
- ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
- iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

b. Purchases and Management of Property and Equipment; Records. Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:

- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
- ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.

- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

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

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. **Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. **Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- d. **Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v. or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. **Contribution.** 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 OEM or Subrecipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party

Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

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

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

- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Any Subrecipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that Subrecipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Subrecipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. **Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.
- j. **Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must

be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an “officer”, “employee”, or “agent” of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

CLATSOP COUNTY

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By _____
Subrecipient's Legal Counsel

Date _____

Subrecipient Program Contact:

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

Subrecipient Fiscal Contact:

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

OEM

By _____

Matthew T. Marheine
Operations and Preparedness Section Manager, OEM

Date _____

APPROVED AS TO FORM

By Marvin D. Fjordbeck
Senior Assistant Attorney General

Date September 9, 2016

OEM Program Contact:

Sidra Metzger-Hines
Grants Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3661
sidra.metzgerhines@state.or.us

OEM Fiscal Contact:

Angela Creasey
Senior Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3316
angela.creasey@state.or.us

Exhibit A
Grant No: 16-213
Subrecipient: Clatsop County

I. Project Description

Project Title: Shelter & Open Area Assessment

This project provides funding to conduct a county wide assessment of shelters and open spaces for the purposes of mass sheltering in the event of a catastrophic event.

II. Budget

Planning	\$ 30,000
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Total	\$ 30,000
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EXHIBIT B

Federal Requirements and Certifications

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

II. Specific Requirements and Certifications

A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.213).

B. Standard Assurances and Certifications Regarding Lobbying. Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990).

C. Compliance with Applicable Federal Law. Subrecipient agrees to comply with all applicable laws, regulations, program guidance, the Federal Government in the performance of this Agreement, including but not limited to:

1. Administrative Requirements set forth in 2 CFR Part 200, including without limitation:
 - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
 - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
4. False Claims Act & Program Fraud Civil Remedies, 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
5. Whistleblower Protection Act, 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds. Any project cost allocable to this Agreement

may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons.

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

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

- F. Procurement of Recovered Materials.** Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.
- G. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- H. Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.
- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.

- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- Q. Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.
- R. Energy Policy and Conservation Act.** Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act.
- S. Lobbying Prohibitions.** Subrecipient must comply with 31 USC §1352, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
- T. Terrorist Financing.** Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subrecipients to ensure compliance with the EO and laws

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers' liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

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

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

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

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and Subrecipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

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

Exhibit D

Information required by 2 CFR 200.331(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): Clatsop County
 - (ii) Sub-recipient's DUNS number: 118455844
 - (iii) Federal Award Identification Number (FAIN): EMW-2016-SS-00089-S01
 - (iv) Federal Award Date: September 01, 2016
 - (v) Sub-award Period of Performance Start and End Date: From September 15, 2016 to September 30, 2017
 - (vi) Amount of Federal Funds Obligated by this Agreement: \$30,000
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement *: \$102,752
 - (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$30,000
 - (ix) Federal award project description: State Homeland Security Program Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
 - (x)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of Pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official: Andrew Phelps, Director – Oregon Office of Emergency Management, PO Box 14370, Salem, OR 97309-5062
 - (xi) CFDA Number and Name: 97.067 Homeland Security Grant Program
Amount: \$6,799,000
 - (xii) Is Award R&D? No
 - (xiii) Indirect cost rate for the Federal award: 0%
2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

October 26, 2016

Issue/Agenda Title: Approve the 2016-17 budget and appropriation adjustments as required by ORS 294.463.

Category: Consent Calendar

Prepared By: Monica Steele, Budget & Finance Director

Presented By: Monica Steele, Budget & Finance Director

Issue before the Commission: Approve the 2016-17 budget and appropriation adjustments as required by ORS 294.463.

Informational Summary: Attached is the R&O required by ORS 294.463 for budget adjustments for fiscal year 2016-2017. These adjustments are required to avoid being in violation of budget law due to unanticipated costs associated with a settlement agreement associated with a wrongful termination suit brought against the county. Per the settlement agreement the county must pay an amount of \$76,197.02 that has been deemed as lost wages and therefore must be run through the county's payroll system. These lost wages are subject to both PERs and employer payroll taxes, therefore the total cost to the county is \$90,370. Of these county costs \$76,200 will be reimbursed by CIS who provides the county's liability insurance, the liability insurance however only covers the wage portion and the remaining \$14, 170 will come from General Fund Contingency. The need for the budget adjustment is further explained in the attached Schedule "A".

Fiscal Impact: The fiscal impact is \$14,170 and the remaining \$76,200 will be reimbursed by the county's insurance carrier.

Options to Consider:

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

Staff Recommendation: Option #1

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

Attachment List: Schedule "A" Appropriation adjustments

Schedule A

2016-17 Budget Adjustments

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

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Clerk & Elections 001/1350/82-1021	\$76,200	
Clerk & Elections 001/1350/82-1950	\$5,830	
Clerk & Elections 001/1350/82-1955	\$8,340	
Appropriation for Contingency 001/9900/82-9901		\$90,370

Comment: This adjustment is due to a settlement agreement in regards to a wrongful termination suit brought against the county. \$76,197.02 of the settlement has been deemed as lost wages and therefore must be run through the county's payroll system. These lost wages are subject to both PERs and employer payroll taxes, therefore the total cost to the county is \$90,370. Of these county costs \$76,200 will be reimbursed by CIS who provides the county's liability insurance, the liability insurance however only covers the wage portion and the remaining \$14,170 will come from General Fund Contingency.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

October 26, 2016

Issue/Agenda Title: Measure 57 Alcohol and Drug Treatment- Contract for services

Category: Consent Calendar

Prepared By: Lt Kristen Hanthorn

Presented By: Lt Kristen Hanthorn

Issue before the Commission: Should Clatsop County contract with Choices Counseling, LLC to provide alcohol and drug treatment to eligible offenders in the Measure 57 Repeat Property Offender Program who are under supervision with Clatsop County Parole & Probation.

Informational Summary: Clatsop County Parole & Probation is requesting the Board approve a contract with Choices Counseling, LLC to provide alcohol and drug treatment to repeat property offenders convicted of Ballot Measure 57 offenses or to those offenders having predicate Measure 57 offenses. Choices Counseling, LLC has the required licenses, certifications, and programming necessary to meet the State grant requirement.

Fiscal Impact: The Sheriff's Office has \$39,705 remaining in our Measure 57 Treatment appropriation for the remainder of FY16-17. Funding comes from Community Corrections Measure 57 Supplemental Funds.

Options to Consider:

1. Approve contract with Choices Counseling, LLC and authorize County Manager to execute.
2. Choose another unidentified vendor from outside the county to provide the required services.
3. Choose not to provide the services and return dedicated funds to the State.

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve and adopt the Measure 57 Alcohol and Drug Treatment Contract with Choices Counseling, LLC and authorize the County Manager to execute."*

Attachment List:

- A. Contract
- B. Attachment A
- C. Attachment B
- D. Attachment C
- E. Certificate of Liability Insurance-Choices Counseling, LLC.

- C. Attachment B
- D. Attachment C
- E. Certificate of Liability Insurance-Choices Counseling, LLC.



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

Contract No. C 6140

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between **CLATSOP COUNTY (COUNTY)** and **CHOICES COUNSELING, LLC (CONTRACTOR)**. Whereas COUNTY has need of the **MEASURE 57 ALCOHOL & DRUG** services which CONTRACTOR has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed **\$39,705.00** to be paid to CONTRACTOR by COUNTY, CONTRACTOR agrees to perform between date of **October 1, 2016** and **June 30, 2017**, inclusive, the following specific personal and/or professional services:

See Attachment A, B, C

Payment Terms:

Payment made within thirty days of receipt of invoice.

This AGREEMENT will not be effective until approved by the County Manager.

FOR COUNTY:

FOR CONTRACTOR:

Signature

Date

M. H. Brown
Signature

10/12/16
Date

Title

OWNER/CO DIRECTOR
Title

Social Security No. or

Tax Identification Number: 536920770

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

insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

_____ (approved by County Counsel) _____ (Contractor's Initials) _____

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

Attachment "A"

Measure 57 Supplemental Funding For Drug Addicted Persons Program Overview:

As part of the implementation of Measure 57, supplemental funds have been made available by the legislature for drug addicted persons. In order to provide enhanced, evidence-based treatment services designed to reduce crime and drug addiction, Clatsop County Sheriff's Office, Parole & Probation Division is contracting with Choices to facilitate treatment availability.

Purpose of Contract:

This contract is intended to provide the means for Choices to provide enhanced substance abuse treatment services to only drug addicted felony offenders under community supervision who have been convicted or charged with crimes listed in ORS 137.717 and who score as a high or medium risk to re-offend on the Oregon Case Management risk tool, or other validated risk tool. Services will be provided at 1190 SE 19th Street, Warrenton, OR 97146.

Statement of Work:

Contractor will provide services by a Master's Level CADC III and Bachelor's Level CADC II as needed to staff to successfully work with all clients under this contract. The scope of services provided under this contract will include, though not be limited to, groups focusing on motivational enhancement, cognitive restructuring, addiction information and education, recovery and change focusing on self-diagnosis and issues such as denial and criminal thinking, and relapse prevention. Additionally, gender specific groups must be included in the services delivered as well as the collection of random, observed urinalysis samples.

The abovementioned services will be provided at the Clatsop County Sheriff's Office, Parole & Probation Division which will include the agreed upon curriculum unless special permission is obtained from the Clatsop County Sheriff's Office, Parole & Probation Division Director and the supervising probation officer. The scope of services will include processing the necessary billings, and provide Clinical Supervision, as well as maintaining responsibility for all legal requirements of the program.

In addition, Choices will provide data collection and reporting in regards to the program components. Administrative Rule, State of Oregon, shall govern the scope of services of the Clinical Supervisor.

Treatment Program Design:

Alcohol and drug treatment shall be delivered with evidence based practices that

are theoretically rooted in cognitive behavioral therapy approaches. The program shall address six major risk factors associated with criminal conduct: anti-social/procriminal attitudes, values and beliefs, procriminal associates, temperament and personality factors. Crimniogenic risk factors will be addressed 80% of the time throughout the course of treatment. All therapeutic approaches will be delivered with fidelity and the program will remain compliant with the Correctional Program Checklist (CPC) and all of its recommendations.

The program is a minimum of nine months in duration. For the first six months of treatment, offenders will engage in evidence based treatment contacts three times weekly. After six months of three contacts weekly, contacts can be reduced to one time weekly if the offender is moving appropriately through the stages of change. After nine consecutive months of treatment, contacts can be moved to one time monthly for three months if the offender is making remarkable progress. Offenders must be in the Action or Maintenance stage of change before receiving a notice of successful completion.

Offenders referred to outpatient treatment must be assessed with the ASAM assessment tool and meet the criteria for a substance dependence diagnosis in the Diagnostic and Statistical Manual of Mental Disorders (DSM-IV). Further assessment tools, as available at the Texas Christian University website, www.ibr.tcu.edu, shall be utilized to further assess an offender's needs as they arise in treatment. All offenders in the program shall have an active and relevant treatment plan. Progress notes shall be completed within twenty-four (24) hours from the service and offender status reports shall be completed bi-weekly for offenders not in compliance and monthly for compliant offenders.

Theoretical models to be utilized by the treatment program shall include structured social learning where new skills and behaviors are modeled, cognitive behavioral approaches that target crimniogenic risk factors, and a family based approach that educates the family on appropriate techniques for refining behavior. Evidence based programs to be utilized as a curriculum of services may include but not be limited to Moral Reconciliation Therapy, Staying Quit Relapse Prevention, Cognitive Behavioral Therapy, Stages of Change Model, Living in Balance, and Behavioral Couples Therapy. Relapse Prevention shall be conducted using evidence based cognitive behavioral therapy approaches. All therapeutic counseling approaches and curriculums used in the program must be delivered with fidelity and staff shall be appropriately and adequately trained to deliver evidence based practices to reduce recidivism. Additional services will include individual treatment, placement and tracking of offenders referred to residential treatment, and inter-agency staffing.

Contractor will provide staff for and actively serve a minimum of ten (10) offenders referred by the Clatsop County Sheriff's Office, Parole & Probation Division with the expectation that the normal service delivery for ten (10) offenders being served at one time and a minimum of twenty (20) served under

the period of this contract.

Individuals in treatment that have no clinical contact for two (2) weeks shall be formally noncomplied and referred back to their parole/probation officer. Each offender in the program is required to submit a minimum of three (3) random urinalysis samples during their time in treatment. Offenders shall only be deemed to have satisfactorily completed the program if they provide three (3) negative urinalysis samples over a ninety (90) or more day period (with no positive samples) and have successfully fulfilled all required evidence based program components. All urinalysis samples taken shall be observed. Individuals that are referred to Choices after successfully completing a residential inpatient treatment program may have their schedule altered to meet their needs in aftercare which may consist of individual therapy and relapse prevention group.

Upon completion of the approved treatment program, each offender's individual progress will be reassessed to determine any further treatment needs. If additional services are required, participants are referred to the appropriate provider, in consultation with and approval from Clatsop County Sheriff's Office, Parole & Probation Division staff. This could include additional mental health treatment, continued participation in aftercare outpatient alcohol and drug services, etc.

Description of Work to be Accomplished:

Assessment and treatment planning for felony Measure 57 offenders under the supervision of Clatsop County Sheriff's Office, Parole & Probation Division.

Contractor will provide daily reports of offender attendance/compliance in all treatment groups.

Contractor will provide Clatsop County Sheriff's Office, Parole & Probation Division with necessary monthly detailed reports, which include a breakdown of each individual and specific treatment group the offender is involved in. In addition:

- Weekly group rosters indicating class attendance.
- Number of offenders enrolled in treatment.
- Number of offenders satisfactorily completing treatment.
- Number of offenders terminating treatment.
- Number of offenders admitted to residential treatment, discharged from treatment, successful or unsuccessful.

Contractor agrees to provide direct consultation with Clatsop County Sheriff's Office, Parole & Probation Division Administration, probation and parole officers, Clatsop Behavioral Healthcare and other treatment providers. Contractor will

also provide Clatsop County Sheriff's Office, Parole & Probation Division with necessary staff development as it relates to alcohol and drug issues and the criminal client.

Contractor will provide specific alcohol and drug treatment programs, on site, at the Clatsop County Sheriff's Office, Parole & Probation Division. The curriculum will be designed specifically for Clatsop County Sheriff's Office, Parole & Probation Division offenders. In addition to addressing the offenders' needs concerning their alcohol and/or drug problems, the program will utilize Evidence Based programming meant to reduce recidivism and prevent relapse among felony offenders in Clatsop County. This program shall maintain compliance with the Evidence Based Correctional Program Checklist (CPC) and all of its recommendations.

All treatment services provided by the Contractor shall be in compliance with the Oregon Administrative Rules governing alcohol and drug treatment services, OAR 309-032-1500 through OAR 309-032-1539.

Contractor shall not exceed, and Clatsop County Sheriff's Office, Parole & Probation Division will not pay, an amount in excess of the maximum compensation amount set forth in the agreement. If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify Clatsop County Sheriff's Office, Parole & Probation Division of the upcoming expiration of the contract, in writing, thirty (30) days before this contract expires. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.

Contractor shall submit monthly billings for work performed. The billings shall describe with particularity all work performed, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed by client. Monthly reports, as described in this attachment, must be attached. The billings shall include the total amount billed to date by contractor prior to the current invoice. Billings shall be sent to Clatsop County Sheriff's Office, Parole & Probation Division.

Contractor shall provide accounting of revenue received from insurance billings (commercial and OHP) which will be deducted from total contract expense. Accounting of revenue received will occur on a monthly basis.

The group rate for treatment services shall be \$60 per group per offender, \$150 for individual assessments per offender and \$60 for individual sessions per offender. Offenders shall be assessed in their ability to pay for services and those with adequate resources shall be charged at the private pay rate, or according to their insurance coverage. Offenders that are required to pay a fee

shall be expected to do so at the time of service unless other arrangements are made. If an offender has the means and ability to pay for treatment and simply chooses not to, or should they not be making co-payments as agreed, they should be denied services and the supervising officer shall be notified immediately. This denial of services shall be until such time that they are in compliance with their fee agreement. Once a claim for payment has been made against this contract, Choices shall not bill an offender for services rendered and for which have been submitted for payment.

Offenders shall be served through the date of termination of this contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract.

Alcohol & Drug Treatment Provider Qualifications

Attachment B

The below listed qualifications must be met by all clinicians in contract with Clatsop County providing treatment services to offenders in a private practice or treatment agency.

- I. Agency Clinical Supervisor or Licensed Practitioner:
 - a. Possess a Master's or doctoral degree in social work, psychology counseling, educational psychology, or a related field.
 - b. Be fully licensed in Oregon as a Licensed Professional Counselor (LPC), Licensed Clinical Social Worker (LCSW), Licensed Psychologist (LP), Licensed Medical Doctor (MD), or related licensure. (Currently practicing treatment providers in this category who otherwise meet all the requirements except licensure will be given two years from date they are approved as providers to obtain licensure).
 - c. Completed within the last three (3) years, a minimum of 30 hours of continuing education in the field of Alcohol & Drug Treatment. This could include education course, seminars, conferences, workshops or other training experiences.
 - d. Pass a criminal background check. (Criteria: an applicant with a history of sex offenses or offenses related to fraud will not be approved. Other person-to-person offenses, and alcohol & drug offenses will be considered on a case-by-case basis.)
 - e. Provide documentation of your Alcohol & Treatment program which meets each of the program standards and ethical principles in Attachment C.
- II. Licensed Practitioner working under the direction of Agency Clinical Supervisor:
 - a. Possess a Bachelor's or Master's Degree in social work, psychology counseling, educational psychology, or a related field.
 - b. Be fully licensed in Oregon as a Licensed Professional Counselor (LPC), Licensed Clinical Social Worker (LCSW), Licensed Psychologist (LP), Licensed Medical Doctor (MD), or related licensure. (Currently practicing treatment providers in this category who otherwise meet all the requirements except licensure will be given two years from date they are approved as providers to obtain licensure).
 - c. Completed within the last three (3) years, a minimum of 30 hours of continuing education in the field of Alcohol & Drug Treatment. This could include education course, seminars, conferences, workshops or other training experiences.
 - d. Pass a criminal background check. (Criteria: an applicant with a history of sex offenses or offenses related to fraud will not be approved. Other person-to-person offenses, and alcohol & drug offenses will be considered on a case-by-case basis.)

Case Coordination Requirements
Attachment C

1. Treatment provider will provide each client's supervising officer with a copy of any initial assessments completed and any subsequent assessments completed throughout the treatment process. Additionally, the treatment provider shall provide a copy of the initial and any subsequent case planning documents as well as a copy of the signed treatment contract for each client.
2. Treatment provider will staff cases with client's supervision officer via in-person staffing, at a minimum of twice per month.
3. Treatment provider shall provide a full written progress report to the client's supervising officer once every ninety (90) days while engaged in active therapy.
4. Treatment provider shall provide a written notice of non-compliance to the supervising officer as soon as practicable, but not to exceed 5 calendar days, when the provider becomes aware of a treatment agreement/contract violation.
5. All client polygraphs shall be scheduled as a result of a coordination between the supervising officer and treatment provider and all such resulting reports shall be shared.
6. Treatment provider will require offenders to sign a two-way release of information to Clatsop County Sheriff's Office, Parole and Probation Division as an agency and not to an individual supervising officer.
7. If treatment providers has a concern or disagreement with the supervising officer about a case, the concern should be discussed with the supervising officer. If it is not resolved through discussion, the treatment provider should contact the Lieutenant of the Parole and Probation Division to request a staffing.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2016

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

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

PRODUCER Bliss Sequoia Insurance P.O. Box 826 Salem OR 97308		CONTACT NAME: Molly Morris PHONE (A/C, No. Ext): E-MAIL ADDRESS: molly@blissinsurance.com FAX (A/C, No):	
INSURED Choices Counseling, LLC 89523 Manion Drive Warrenton OR 97146		INSURER(S) AFFORDING COVERAGE INSURER A: Great American INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 16-17** **REVISION NUMBER:**

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

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PAC7575740	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PAC7575740	6/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB7575741	6/1/2016	6/1/2017	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Abuse			PAC7575740	6/1/2016	6/1/2017	Occurrence/Aggregate \$1m/3m Occurrence/Aggregate 500k/500k

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is named as Additional Insured as respects work performed on their behalf by the named insured per CG8224.

CERTIFICATE HOLDER Clatsop County Community Corrections PO Box 540 Astoria, OR 97103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

CG 82 24
(Ed. 12 01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCY GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following provision is added to **SECTION II - WHO IS AN INSURED**

5. AUTOMATIC ADDITIONAL INSURED(S)

a. Additional Insured - Manager or Lessor of Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent property and which requires you to add such person or organization as an Additional Insured on this policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an Additional Insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this policy; and
- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph A.(1) of this endorsement, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the ownership, maintenance or use of that portion of the premises leased to you.

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess,

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contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

tomarily provided by the policy forms specified in and required by the contract.

(3) This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the "Additional Insured."

- (c) In no event shall the coverages of Limits of Insurance in this Coverage Form be increased by such contract.

c. Additional Insured - Contractual Obligations

- (1) This policy is amended to include as an Insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an Insured, subject to all of the following provisions:

b. Additional Insured - Funding Sources

- (1) This policy is amended to include as an Insured any Funding Source which requires you in a written contract to name the Funding Source (hereinafter called Additional Insured) as an Insured but only with respect to liability arising out of your premises, "your work" for such Additional Insured, or acts or omissions of such Additional Insured in connection with the general supervision of "your work" and only to the extent set forth as follows:

- (a) Coverage is limited to liability arising out of:

- (i) your ongoing operations performed for such Additional Insured; or

- (ii) that Insured's financial control of you; or

- (iii) the maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

- (iv) a state or political subdivision permit issued to you.

- (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

- (b) Coverage does not apply to any "occurrence" or offense:

- (i) which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract", or

- (b) The coverage provided to the Additional Insured(s) is not greater than that cus-

- (ii) which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal and Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

- (i) the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (ii) supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy and specifically names a person or organization as an Insured, then the coverage in Section II - WHO IS AN INSURED 5. Automatic Additional Insured(s) does not apply to that person or organization.

2. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 8. is replaced with:

8. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation

- a. If an Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your

work" done under a contract for that person or organization and included in the "products-completed operations hazard."

3. NON-OWNED OR CHARTERED WATERCRAFT

Section I - Coverages, Coverage A, Item 2.g.(2) is replaced with:

- (2) A watercraft you do not own that is:
 - (a) less than 51 feet long; and
 - (b) not being used to carry persons or property for a charge.

4. BROADENED PERSONAL AND ADVERTISING INJURY

Unless "Personal and Advertising Injury" is excluded from this policy:

SECTION V - DEFINITIONS Item 14. is replaced by:

14. "Personal and Advertising Injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

- a. false arrest, detention or imprisonment;
- b. malicious prosecution;
- c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. oral, written, televised, videotaped, or electronic publication of material, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. oral, written, televised, videotaped, or electronic publication of material, in any manner, that violates a person's right of privacy; or

- f. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.e.
- g. the use of another's advertising idea in your "advertisement"; or
- h. infringing upon another's copyright, trade dress or slogan in your "advertisement."

5. MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK INCLUDED IN BODILY INJURY DEFINITION

Section V - Definitions, Item 3. is replaced with:

- 3. "Bodily injury" means physical injury, sickness, or disease, including death of a person. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

6. MEDICAL PAYMENTS

- A. The Medical Expense Limit in Paragraph 7. of SECTION III - LIMITS OF INSURANCE is replaced by the following Medical Expense Limit.

The Medical Expense Limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit.

- B. This provision 7. is subject to all the terms of SECTION III - LIMITS OF INSURANCE.
- C. This provision 7. does not apply if COVERAGE C. MEDICAL PAYMENTS is excluded either by the provisions of the Coverage Part or by endorsement.

7. DAMAGE TO PREMISES RENTED TO YOU LIMIT

- A. SECTION III - LIMITS OF INSURANCE, Item 6. is replaced with:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to your building, or to personal property of others in your care, custody and control while at premises rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

The Damage to Premises Rented To You Limit is replaced by the following Damage to Premises Rented To You Limit.

The Damage to Premises Rented To You Limit is the greater of:

- (1) \$300,000; or
- (2) the amount shown in the Declarations for Damage to Premises Rented to You Limit.

- B. This provision is subject to all the terms of SECTION III - LIMITS OF INSURANCE.

- C. This provision 5. does not apply if Damage to Premises Rent to You Liability of COVERAGE A (SECTION I) is excluded either by the provisions of the Coverage Part or by endorsement.

8. SUPPLEMENTARY PAYMENTS

- A. In the SUPPLEMENTARY PAYMENTS - COVERAGES A and B provision, Item 1.b., and 1.d are replaced with:

1.b. Up to \$500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off work.

This endorsement does not change any other provision of the policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2016

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

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

PRODUCER Bliss Sequoia Insurance P.O. Box 826 Salem OR 97308	CONTACT NAME: Molly Morris	
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: molly@blissinsurance.com	
INSURED Choices Counseling, LLC 89523 Manion Drive Warrenton OR 97146	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Great American	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 16-17 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAC7575740	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PAC7575740	6/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTIONS \$ 10,000			UMB7575741	6/1/2016	6/1/2017	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Abuse			PAC7575740	6/1/2016	6/1/2017	Occurrence/Aggregate \$1m/3m Occurrence/Aggregate 500k/500k

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Clatsop County, the Criminal Justice Commission, their officers, agents & employees are included as Additional Insureds as respects work performed on their behalf by the named insured per CG8224. Coverage is Primary & Non-Contributory.

CERTIFICATE HOLDER

Criminal Justice Commission
 PO Box 540
 Astoria, OR 97103

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Molly Morris



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

CG 82 24
(Ed. 12 01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCY GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following provision is added to **SECTION II - WHO IS AN INSURED**

5. AUTOMATIC ADDITIONAL INSURED(S)

a. Additional Insured - Manager or Lessor of Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent property and which requires you to add such person or organization as an Additional Insured on this policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an Additional Insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this policy; and
- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph A.(1) of this endorsement, the following additional provisions apply:

- (a) This insurance applies only to liability arising out of the ownership, maintenance or use of that portion of the premises leased to you.
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess,

contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

tomarily provided by the policy forms specified in and required by the contract.

(3) This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the "Additional Insured."

(c) In no event shall the coverages of Limits of Insurance in this Coverage Form be increased by such contract.

c. Additional Insured - Contractual Obligations

(1) This policy is amended to include as an Insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an Insured, subject to all of the following provisions:

b. Additional Insured - Funding Sources

(1) This policy is amended to include as an Insured any Funding Source which requires you in a written contract to name the Funding Source (hereinafter called Additional Insured) as an Insured but only with respect to liability arising out of your premises, "your work" for such Additional Insured, or acts or omissions of such Additional Insured in connection with the general supervision of "your work" and only to the extent set forth as follows:

(a) Coverage is limited to liability arising out of:

(a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(i) your ongoing operations performed for such Additional Insured; or

(ii) that Insured's financial control of you; or

(iii) the maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

(iv) a state or political subdivision permit issued to you.

(b) The coverage provided to the Additional Insured(s) is not greater than that cus-

(b) Coverage does not apply to any "occurrence" or offense:

(i) which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract", or

(ii) which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal and Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

- (i) the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (ii) supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy and specifically names a person or organization as an Insured, then the coverage in **Section II - WHO IS AN INSURED 5. Automatic Additional Insured(s)** does not apply to that person or organization.

2. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 8. is replaced with:

8. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation

- a. If an Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your

work" done under a contract for that person or organization and included in the "products-completed operations hazard."

3. NON-OWNED OR CHARTERED WATER-CRAFT

Section I - Coverages, Coverage A, Item 2.g.(2) is replaced with:

(2) A watercraft you do not own that is:

- (a) less than 51 feet long; and
- (b) not being used to carry persons or property for a charge.

4. BROADENED PERSONAL AND ADVERTISING INJURY

Unless "Personal and Advertising Injury" is excluded from this policy:

SECTION V - DEFINITIONS Item 14. is replaced by:

14. "Personal and Advertising Injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

- a. false arrest, detention or imprisonment;
- b. malicious prosecution;
- c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. oral, written, televised, videotaped, or electronic publication of material, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. oral, written, televised, videotaped, or electronic publication of material, in any manner, that violates a person's right of privacy; or

- f. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.e.
- g. the use of another's advertising idea in your "advertisement"; or
- h. infringing upon another's copyright, trade dress or slogan in your "advertisement."

5. MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK INCLUDED IN BODILY INJURY DEFINITION

Section V - Definitions, Item 3. is replaced with:

- 3. "Bodily injury" means physical injury, sickness, or disease, including death of a person. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

6. MEDICAL PAYMENTS

- A. The Medical Expense Limit in Paragraph 7. of SECTION III - LIMITS OF INSURANCE is replaced by the following Medical Expense Limit.

The Medical Expense Limit provided by this policy shall be the greater of:

- a. \$10,000; or
 - b. The amount shown in the Declarations for Medical Expense Limit.
- B. This provision 7. is subject to all the terms of SECTION III - LIMITS OF INSURANCE.
 - C. This provision 7. does not apply if COVERAGE C. MEDICAL PAYMENTS is excluded either by the provisions of the Coverage Part or by endorsement.

7. DAMAGE TO PREMISES RENTED TO YOU LIMIT

- A. SECTION III - LIMITS OF INSURANCE, Item 6. is replaced with:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to your building, or to personal property of others in your care, custody and control while at premises rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

The Damage to Premises Rented To You Limit is replaced by the following Damage to Premises Rented To You Limit.

The Damage to Premises Rented To You Limit is the greater of:

- (1) \$300,000; or
- (2) the amount shown in the Declarations for Damage to Premises Rented to You Limit.

B. This provision is subject to all the terms of SECTION III - LIMITS OF INSURANCE.

C. This provision 5. does not apply if Damage to Premises Rent to You Liability of COVERAGE A (SECTION I) is excluded either by the provisions of the Coverage Part or by endorsement.

8. SUPPLEMENTARY PAYMENTS

- A. In the SUPPLEMENTARY PAYMENTS - COVERAGES A and B provision, Item 1.b., and 1.d are replaced with:

1.b. Up to \$500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off work.

This endorsement does not change any other provision of the policy.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

October 26, 2016

Issue/Agenda Title: FY 16-17 Adult Drug Court Alcohol and Drug Treatment contract

Category: Consent Calendar

Prepared By: Lt Kristen Hanthorn

Presented By: Lt Kristen Hanthorn

Issue before the Commission: Should Clatsop County contract with Choices Counseling, LLC to provide alcohol and drug treatment to offenders participating in Clatsop County Adult Drug Court.

Informational Summary: Clatsop County Parole and Probation is requesting the Board approve a contract with Choices Counseling, LLC to provide mental health treatment services to Clatsop County Treatment Court participants. Clatsop County Parole and Probation received an Oregon Criminal Justice Commission Specialty Court Grant for the 15-17 Biennium and Choices Counseling, LLC was the entity identified in the grant as the service provider. Choices Counseling, LLC has the required licenses, certifications, and programming necessary to meet state requirements.

Fiscal Impact: The Sheriff's Office has \$130,500 remaining of the FY 16-17 appropriations for Adult Drug Court Treatment. The Sheriff's Office uses both Community Corrections State Grant-in-Aid funds and Oregon Criminal Justice Specialty Court Grant revenue to fund this service.

Options to Consider:

1. Approve contract with Choices Counseling, LLC and authorize County Manager to execute.
2. Choose another unidentified vendor from outside the county to provide the required services.
3. Choose not to provide the services and return dedicated funds to the State.

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve and adopt the FY 16-17 Adult Drug Court Alcohol and Drug Treatment Contract with Choices Counseling, LLC and authorize the County Manager to execute."*

Attachment List:

- A. Contract
- B. Attachment A
- C. Attachment B

D. Attachment C

E. Certificate of Liability Insurance-Choices Counseling, LLC.



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

Contract No. C 6142

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between **CLATSOP COUNTY (COUNTY)** and **CHOICES COUNSELING, LLC (CONTRACTOR)**. Whereas COUNTY has need of the **DRUG COURT ALCOHOL & DRUG TREATMENT** services which CONTRACTOR has agreed to provide: NOW THEREFORE, in consideration of the sum not to exceed **\$130,500.00** to be paid to CONTRACTOR by COUNTY, CONTRACTOR agrees to perform between **October 1, 2016** and **June 30, 2017**, inclusive, the following specific personal and/or professional services:

See Attachment A, B, C

Payment Terms:

Payment made within thirty days of receipt of invoice.

This AGREEMENT will not be effective until approved by the County Manager.

FOR COUNTY:

Signature

Date

Title

FOR CONTRACTOR:

M. J. [Signature] 10/12/16
Signature Date

OWNER / CO DIRECTOR
Title

Social Security No. or
Tax Identification Number: 556920770

Personal/Professional Services Agreement

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

insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

_____ (approved by County Counsel) _____ (Contractor's Initials) _____

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

Attachment "A"

Choices Program Overview

In order to maintain and further enhance the service delivery to corrections clients for assessment and treatment, the Clatsop County Sheriff's Office, Parole & Probation Division is contracting with Choices to facilitate treatment availability. This contract is meant to provide funding to supplement, not supplant, current services. This contract is meant to fill the funding gap for corrections clients under supervision of the Clatsop County Sheriff's Office, Parole & Probation Division and participating in the Drug Court Program and who are currently unable to enter treatment due to financial constraints.

Purpose of Contract:

Clatsop County Sheriff's Office, Parole & Probation Division currently provides referral for alcohol and drug treatment on an inpatient and outpatient basis through various treatment providers. This contract is intended to supplement those services as well as to provide additional alcohol and drug treatment services at the Clatsop County Sheriff's Office, Parole & Probation Division located at 1190 SE 19th Street, Warrenton, Oregon 97146. This contract will provide the means for Choices to provide services to the offender population currently being supervised in the community and enrolled in the Drug Court Program. The offender population currently is being supervised in the community and participating in the Drug Court Program.

Statement of Work:

Contractor will provide services by a Master's Level CADCIII and Bachelor's Level CADCI as needed to staff to successfully work with all clients under this contract. The scope of services provided under this contract will include, though not be limited to, groups focusing on motivational enhancement, cognitive restructuring, addiction information and education, recovery and change focusing on self-diagnosis and issues such as denial and criminal thinking, and relapse prevention. Additionally, gender specific groups must be included in the services delivered as well as the collection of random, observed urinalysis samples.

The abovementioned services will be provided at the Clatsop County Sheriff's Office, Parole & Probation Division which will include the agreed upon curriculum unless special permission is obtained from the Clatsop County Sheriff's Office, Parole & Probation Division Director and the supervising probation officer. The scope of services will include processing the necessary billings, and provide Clinical Supervision, as well as maintaining responsibility for all legal requirements of the program. In addition, Choices will provide data collection and reporting in regards to

the program components. Administrative Rule, State of Oregon, shall govern the scope of services of the Clinical Supervisor.

Contractor will provide treatment services for Drug Court clients at the Clatsop County Sheriff's Office, Parole & Probation Division offices in Warrenton, Oregon. Addiction treatment groups for other offenders will not be billed against this contract unless otherwise agreed by the Clatsop County Sheriff's Office, Parole & Probation Division Director.

Contractor will provide staff for and actively serve a minimum of twenty-five (25) offenders referred by the Clatsop County Sheriff's Office, Parole & Probation Division with the expectation that the normal service delivery for twenty-five (25) offenders being served at one time and up to fifty (50) offenders served under the period of this contract.

Alcohol and drug treatment is provided on an intensive outpatient basis to offenders with known substance abuse histories. The referral process for participation in the program begins prior to, or immediately following, an offender's release from incarceration or upon admission to the Drug Court Program. The supervising officer will refer offenders to the treatment program. Once the referral is made, the offender is screened to determine the level of treatment and, if deemed appropriate for participation, will be referred to the proposed program. Such services will utilize Evidence Based programming meant to reduce recidivism and prevent relapse among felony offenders in Clatsop County. This program shall maintain compliance with the Evidence Based Correctional Program Checklist (CPC) and all of its recommendations.

Alcohol and drug treatment will be delivered with evidence-based practices that are theoretically rooted in cognitive behavioral therapy approaches. The program must address criminogenic risk factors as treatment targets as well as alcohol and drug relapse prevention. In order to deliver effective services addressing criminogenic risk factors that work at reducing recidivism, the program must specifically address six major risk factors associated with criminal conduct: antisocial/procriminal attitudes, values, and belief; procriminal associates; temperament; and, personality factors 80% of the time. All therapeutic counseling approaches and curriculums used in the program must be delivered with fidelity and staff shall be appropriately and adequately trained to deliver evidence based practices to reduce recidivism.

Theoretical models to be utilized by the treatment program shall include structured social learning where new skills and behaviors are modeled, cognitive behavioral approaches that target criminogenic risk factors, and a family based approach that educates the family on appropriate techniques for refining behavior. Evidence based programs to be utilized as a curriculum of services may include but not be limited to Moral Recognition Therapy, Staying Quit Relapse Prevention, Cognitive Behavioral Therapy, Stages of Change Model, Living in Balance, and Behavioral

Couples Therapy. Relapse Prevention shall be conducted using evidence based cognitive behavioral therapy approaches. All therapeutic counseling approaches and curriculums used in the program must be delivered with fidelity and staff shall be appropriately and adequately trained to deliver evidence based practices to reduce recidivism. Additional services will include individual treatment, placement and tracking of offenders referred to residential treatment, and inter-agency staffing.

The program is a minimum of nine (9) months in duration. Offenders need to have a minimum of one (1) clinical contact per week. Individuals in treatment that have no clinical contact for two (2) weeks shall be formally noncomplied and referred back to their probation officer. Each offender in the program is required to submit a minimum of three (3) random urinalysis samples during their time in treatment. Offenders shall only be deemed to have satisfactorily completed the program if they provide three (3) negative urinalysis samples over a ninety (90) or more day period (with no positive samples) and have successfully fulfilled all required evidence based program components. All urinalysis samples taken shall be observed. Individuals that are referred to Choices after successfully completing a residential inpatient treatment program may have their schedule altered to meet their needs in aftercare which may consist of individual therapy and relapse prevention group.

Individuals referred to outpatient treatment must be assessed with the ASAM assessment to determine a substance abuse or substance dependence diagnosis. Further assessment tools, available at the Texas Christian University website, www.ibr.tcu.edu, and as recommended by the CPC assessment of December, 2007, should be utilized as need arises. All offenders in the program shall have an active and relevant treatment plan. Progress notes shall be completed within twenty-four (24) hours from the service and offender status reports shall be completed bi-weekly for offenders not in compliance and monthly for compliant offenders.

Upon completion of the approved treatment program, each offender's individual progress will be reassessed to determine any further treatment needs. If additional services are required, participants are referred to the appropriate provider, in consultation with and approval from the Clatsop County Sheriff's Office, Parole & Probation Division staff. This could include additional mental health treatment, continued participation in aftercare outpatient alcohol and drug services, etc.

Description of Work to be Accomplished:

Assessment and treatment planning for all felony offenders under the supervision of Clatsop County Sheriff's Office, Parole & Probation Division and participating in Drug Court.

Contractor will provide daily reports of offender attendance/compliance in all treatment groups.

Contractor will provide Clatsop County Sheriff's Office, Parole & Probation Division with necessary monthly detailed reports, which include a breakdown of each individual and specific treatment group the offender is involved in via Manage/Attendance Program which will be accessible to the probation officer of record at all times.

In addition:

- Weekly group rosters indicating class attendance.
- Number of offenders enrolled in treatment.
- Number of offenders satisfactorily completing treatment.
- Number of offenders terminating treatment.
- Number of offenders admitted to residential treatment, discharged from treatment, successful or unsuccessful.

Contractor agrees to provide direct consultation with Clatsop County Sheriff's Office, Parole & Probation Division Administration, probation officers, Clatsop Behavioral Healthcare and other treatment providers. Contractor will also provide Clatsop County Sheriff's Office, Parole & Probation Division with necessary staff development as it relates to alcohol and drug issues and the criminal client.

Contractor will provide specific alcohol and drug treatment programs, on site, at the Clatsop County Sheriff's Office, Parole & Probation Division. The curriculum will be designed specifically for Clatsop County Sheriff's Office, Parole & Probation Division offenders. In addition to addressing the offenders' needs concerning their alcohol and/or drug problems, the program will utilize Evidence Based programming meant to reduce recidivism and prevent relapse among felony offenders in Clatsop County. This program shall maintain compliance with the Evidence Based Correctional Program Checklist (CPC) and all of its recommendations.

All treatment services provided by the Contractor shall be in compliance with the Oregon Administrative Rules governing alcohol and drug treatment services, OAR 309-032-1500 through OAR 309-032-1539.

Contractor shall not exceed, and Clatsop County will not pay, an amount in excess of the maximum compensation amount set forth in the agreement. If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify Clatsop County Sheriff's Office, Parole & Probation Division of the upcoming expiration of the contract, in writing, thirty (30) days before this contract expires. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.

Contractor shall submit monthly billings for work performed. The billings shall describe with particularity all work performed, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed by client. Monthly reports, as described in this attachment, must be attached. The billings shall include the total amount billed to date by contractor prior to the current invoice. Billings shall be sent to the Clatsop County Sheriff's Office, Parole & Probation Division.

Contractor shall provide accounting of revenue received from insurance billings (commercial and OHP) which will be deducted from total contract expense. Accounting of revenue received will occur on a monthly basis.

The contractor will provide all outpatient treatment services for up to 40 offenders per month at a contracted rate of \$14,500.00 per month. Outpatient services shall include but not be limited to all individual sessions, assessments and group therapy.

Offenders shall be served through the date of termination of this contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract.

Alcohol & Drug Treatment Provider Qualifications

Attachment B

The below listed qualifications must be met by all clinicians in contract with Clatsop County providing treatment services to offenders in a private practice or treatment agency.

- I. Agency Clinical Supervisor or Licensed Practitioner:
 - a. Possess a Master's or doctoral degree in social work, psychology counseling, educational psychology, or a related field.
 - b. Be fully licensed in Oregon as a Licensed Professional Counselor (LPC), Licensed Clinical Social Worker (LCSW), Licensed Psychologist (LP), Licensed Medical Doctor (MD), or related licensure. (Currently practicing treatment providers in this category who otherwise meet all the requirements except licensure will be given two years from date they are approved as providers to obtain licensure).
 - c. Completed within the last three (3) years, a minimum of 30 hours of continuing education in the field of Alcohol & Drug Treatment. This could include education course, seminars, conferences, workshops or other training experiences.
 - d. Pass a criminal background check. (Criteria: an applicant with a history of sex offenses or offenses related to fraud will not be approved. Other person-to-person offenses, and alcohol & drug offenses will be considered on a case-by-case basis.)
 - e. Provide documentation of your Alcohol & Treatment program which meets each of the program standards and ethical principles in Attachment C.
- II. Licensed Practitioner working under the direction of Agency Clinical Supervisor:
 - a. Possess a Bachelor's or Master's Degree in social work, psychology counseling, educational psychology, or a related field.
 - b. Be fully licensed in Oregon as a Licensed Professional Counselor (LPC), Licensed Clinical Social Worker (LCSW), Licensed Psychologist (LP), Licensed Medical Doctor (MD), or related licensure. (Currently practicing treatment providers in this category who otherwise meet all the requirements except licensure will be given two years from date they are approved as providers to obtain licensure).
 - c. Completed within the last three (3) years, a minimum of 30 hours of continuing education in the field of Alcohol & Drug Treatment. This could include education course, seminars, conferences, workshops or other training experiences.
 - d. Pass a criminal background check. (Criteria: an applicant with a history of sex offenses or offenses related to fraud will not be approved. Other person-to-person offenses, and alcohol & drug offenses will be considered on a case-by-case basis.)

Case Coordination Requirements
Attachment C

1. Treatment provider will provide each client's supervising officer with a copy of any initial assessments completed and any subsequent assessments completed throughout the treatment process. Additionally, the treatment provider shall provide a copy of the initial and any subsequent case planning documents as well as a copy of the signed treatment contract for each client.
2. Treatment provider will staff cases with client's supervision officer via in-person staffing, at a minimum of twice per month.
3. Treatment provider shall provide a full written progress report to the client's supervising officer once every ninety (90) days while engaged in active therapy.
4. Treatment provider shall provide a written notice of non-compliance to the supervising officer as soon as practicable, but not to exceed 5 calendar days, when the provider becomes aware of a treatment agreement/contract violation.
5. All client polygraphs shall be scheduled as a result of a coordination between the supervising officer and treatment provider and all such resulting reports shall be shared.
6. Treatment provider will require offenders to sign a two-way release of information to Clatsop County Sheriff's Office, Parole and Probation Division as an agency and not to an individual supervising officer.
7. If treatment providers has a concern or disagreement with the supervising officer about a case, the concern should be discussed with the supervising officer. If it is not resolved through discussion, the treatment provider should contact the Lieutenant of the Parole and Probation Division to request a staffing.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2016

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

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

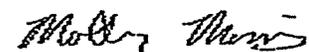
PRODUCER Bliss Sequoia Insurance P.O. Box 826 Salem OR 97308		CONTACT NAME: Molly Morris PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: molly@blissinsurance.com	
INSURED Choices Counseling, LLC 39523 Manion Drive Warrenton OR 97146		INSURER(S) AFFORDING COVERAGE INSURER A: Great American INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 16-17** **REVISION NUMBER:**

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

SR TR	TYPE OF INSURANCE	ADDL(SUBR) INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PAC7575740	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		PAC7575740	6/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000		UMB7575741	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Abuse		PAC7575740	6/1/2016	6/1/2017	Occurrence/Aggregate \$1m/3m Occurrence/Aggregate 500k/500k

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Clatsop County, the Criminal Justice Commission, their officers, agents & employees are included as Additional Insureds as respects work performed on their behalf by the named insured per CG8224. Coverage is Primary & Non-Contributory.

CERTIFICATE HOLDER Criminal Justice Commission PO Box 540 Astoria, OR 97103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

CG 82 24
(Ed. 12 01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCY GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following provision is added to SECTION II - WHO IS AN INSURED

5. AUTOMATIC ADDITIONAL INSURED(S)

a. Additional Insured - Manager or Lessor of Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent property and which requires you to add such person or organization as an Additional Insured on this policy under:

- (a) a written contract; or**
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an Additional Insured has been issued;**

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this policy; and**
- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."**

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph A.(1) of this endorsement, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the ownership, maintenance or use of that portion of the premises leased to you.

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess,

contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

tomarily provided by the policy forms specified in and required by the contract.

(3) This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.

(c) In no event shall the coverages of Limits of Insurance in this Coverage Form be increased by such contract.

(b) Structural alterations, new construction or demolition operations performed by or on behalf of the "Additional Insured."

c. Additional Insured - Contractual Obligations

b. Additional Insured - Funding Sources

(1) This policy is amended to include as an Insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an Insured, subject to all of the following provisions:

(1) This policy is amended to include as an Insured any Funding Source which requires you in a written contract to name the Funding Source (hereinafter called Additional Insured) as an Insured but only with respect to liability arising out of your premises, "your work" for such Additional Insured, or acts or omissions of such Additional Insured in connection with the general supervision of "your work" and only to the extent set forth as follows:

(a) Coverage is limited to liability arising out of:

(i) your ongoing operations performed for such Additional Insured; or

(ii) that Insured's financial control of you; or

(iii) the maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

(iv) a state or political subdivision permit issued to you.

(a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(b) Coverage does not apply to any "occurrence" or offense:

(i) which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract", or

(b) The coverage provided to the Additional Insured(s) is not greater than that cus-

(ii) which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal and Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

- (i) the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (ii) supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy and specifically names a person or organization as an Insured, then the coverage in Section II - WHO IS AN INSURED 5. Automatic Additional Insured(s) does not apply to that person or organization.

2. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 8. is replaced with:

8. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation

- a. If an Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your

work" done under a contract for that person or organization and included in the "products-completed operations hazard."

3. NON-OWNED OR CHARTERED WATER-CRAFT

Section I - Coverages, Coverage A, Item 2.g.(2) is replaced with:

(2) A watercraft you do not own that is:

- (a) less than 51 feet long; and
- (b) not being used to carry persons or property for a charge.

4. BROADENED PERSONAL AND ADVERTISING INJURY

Unless "Personal and Advertising Injury" is excluded from this policy:

SECTION V - DEFINITIONS Item 14. is replaced by:

14. "Personal and Advertising Injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

- a. false arrest, detention or imprisonment;
- b. malicious prosecution;
- c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. oral, written, televised, videotaped, or electronic publication of material, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. oral, written, televised, videotaped, or electronic publication of material, in any manner, that violates a person's right of privacy; or

- f. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.e.
- g. the use of another's advertising idea in your "advertisement"; or
- h. infringing upon another's copyright, trade dress or slogan in your "advertisement."

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to your building, or to personal property of others in your care, custody and control while at premises rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

The Damage to Premises Rented To You Limit is replaced by the following Damage to Premises Rented To You Limit.

The Damage to Premises Rented To You Limit is the greater of:

- (1) \$300,000; or
- (2) the amount shown in the Declarations for Damage to Premises Rented to You Limit.

5. MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK INCLUDED IN BODILY INJURY DEFINITION

Section V - Definitions, Item 3. is replaced with:

- 3. "Bodily injury" means physical injury, sickness, or disease, including death of a person. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

B. This provision is subject to all the terms of SECTION III - LIMITS OF INSURANCE.

6. MEDICAL PAYMENTS

- A. The Medical Expense Limit in Paragraph 7. of SECTION III - LIMITS OF INSURANCE is replaced by the following Medical Expense Limit.

The Medical Expense Limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit.

B. This provision 7. is subject to all the terms of SECTION III - LIMITS OF INSURANCE.

C. This provision 7. does not apply if COVERAGE C. MEDICAL PAYMENTS is excluded either by the provisions of the Coverage Part or by endorsement.

C. This provision 5. does not apply if Damage to Premises Rent to You Liability of COVERAGE A (SECTION I) is excluded either by the provisions of the Coverage Part or by endorsement.

8. SUPPLEMENTARY PAYMENTS

- A. In the SUPPLEMENTARY PAYMENTS - COVERAGES A and B provision, Item 1.b., and 1.d are replaced with:

1.b. Up to \$500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off work.

7. DAMAGE TO PREMISES RENTED TO YOU LIMIT

- A. SECTION III - LIMITS OF INSURANCE, Item 6. is replaced with:

This endorsement does not change any other provision of the policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2016

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

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

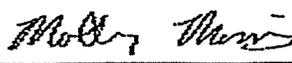
PRODUCER Bliss Sequoia Insurance P.O. Box 826 Salem OR 97308	CONTACT NAME: Molly Morris PHONE (A/C, No, Ext): E-MAIL ADDRESS: molly@blissinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Great American INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC #
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COVERAGES CERTIFICATE NUMBER: 16-17 REVISION NUMBER:

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

SR	TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAC7575740	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PAC7575740	6/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTIONS 10,000			UMB7575741	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		Professional Liability Abuse			PAC7575740	6/1/2016	6/1/2017	Occurrence/Aggregate \$1m/3m Occurrence/Aggregate 500k/500k

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named as Additional Insured as respects work performed on their behalf by the named insured per CG8224.

CERTIFICATE HOLDER Clatsop County Community Corrections PO Box 540 Astoria, OR 97103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

CG 82 24
(Ed. 12 01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCY GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following provision is added to **SECTION II - WHO IS AN INSURED**

5. AUTOMATIC ADDITIONAL INSURED(S)

a. Additional Insured - Manager or Lessor of Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent property and which requires you to add such person or organization as an Additional Insured on this policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an Additional Insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this policy; and
- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph A.(1) of this endorsement, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the ownership, maintenance or use of that portion of the premises leased to you.

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess,

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(Page 1 of 4)

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contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

tomarily provided by the policy forms specified in and required by the contract.

(3) This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the "Additional Insured."

- (c) In no event shall the coverages of Limits of Insurance in this Coverage Form be increased by such contract.

b. Additional Insured - Funding Sources

(1) This policy is amended to include as an Insured any Funding Source which requires you in a written contract to name the Funding Source (hereinafter called Additional Insured) as an Insured but only with respect to liability arising out of your premises, "your work" for such Additional Insured, or acts or omissions of such Additional Insured in connection with the general supervision of "your work" and only to the extent set forth as follows:

(a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(b) The coverage provided to the Additional Insured(s) is not greater than that cus-

c. Additional Insured - Contractual Obligations

(1) This policy is amended to include as an Insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an Insured, subject to all of the following provisions:

(a) Coverage is limited to liability arising out of:

(i) your ongoing operations performed for such Additional Insured; or

(ii) that Insured's financial control of you; or

(iii) the maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

(iv) a state or political subdivision permit issued to you.

(b) Coverage does not apply to any "occurrence" or offense:

(i) which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract", or

(ii) which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal and Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

- (i) the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (ii) supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy and specifically names a person or organization as an Insured, then the coverage in Section II - WHO IS AN INSURED 5. Automatic Additional Insured(s) does not apply to that person or organization.

2. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 8. is replaced with:

8. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation

- a. If an Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your

work" done under a contract for that person or organization and included in the "products-completed operations hazard."

3. NON-OWNED OR CHARTERED WATER-CRAFT

Section I - Coverages, Coverage A, Item 2.g.(2) is replaced with:

(2) A watercraft you do not own that is:

- (a) less than 51 feet long; and
- (b) not being used to carry persons or property for a charge.

4. BROADENED PERSONAL AND ADVERTISING INJURY

Unless "Personal and Advertising Injury" is excluded from this policy:

SECTION V - DEFINITIONS Item 14. is replaced by:

- 14. "Personal and Advertising Injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:
 - a. false arrest, detention or imprisonment;
 - b. malicious prosecution;
 - c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - d. oral, written, televised, videotaped, or electronic publication of material, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. oral, written, televised, videotaped, or electronic publication of material, in any manner, that violates a person's right of privacy; or

- f. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.e.
- g. the use of another's advertising idea in your "advertisement"; or
- h. infringing upon another's copyright, trade dress or slogan in your "advertisement."

5. MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK INCLUDED IN BODILY INJURY DEFINITION

Section V - Definitions, Item 3. is replaced with:

- 3. "Bodily injury" means physical injury, sickness, or disease, including death of a person. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

6. MEDICAL PAYMENTS

- A. The Medical Expense Limit in Paragraph 7. of SECTION III - LIMITS OF INSURANCE is replaced by the following Medical Expense Limit.

The Medical Expense Limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit.

- B. This provision 7. is subject to all the terms of SECTION III - LIMITS OF INSURANCE.

- C. This provision 7. does not apply if COVERAGE C. MEDICAL PAYMENTS is excluded either by the provisions of the Coverage Part or by endorsement.

7. DAMAGE TO PREMISES RENTED TO YOU LIMIT

- A. SECTION III - LIMITS OF INSURANCE, Item 6. is replaced with:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to your building, or to personal property of others in your care, custody and control while at premises rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

The Damage to Premises Rented To You Limit is replaced by the following Damage to Premises Rented To You Limit.

The Damage to Premises Rented To You Limit is the greater of:

- (1) \$300,000; or
- (2) the amount shown in the Declarations for Damage to Premises Rented to You Limit.

- B. This provision is subject to all the terms of SECTION III - LIMITS OF INSURANCE.

- C. This provision 5. does not apply if Damage to Premises Rent to You Liability of COVERAGE A (SECTION I) is excluded either by the provisions of the Coverage Part or by endorsement.

8. SUPPLEMENTARY PAYMENTS

- A. In the SUPPLEMENTARY PAYMENTS - COVERAGES A and B provision, Item 1.b., and 1.d are replaced with:

1.b. Up to \$500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off work.

This endorsement does not change any other provision of the policy.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

October 26, 2016

Issue/Agenda Title: FY 16-17 Mental Health Treatment contract

Category: Consent Calendar

Prepared By: Lt Kristen Hanthorn

Presented By: Lt Kristen Hanthorn

Issue before the Commission: Should Clatsop County contract with Choices Counseling, LLC, to provide mental health treatment and services to offenders participating in Clatsop County Treatment Court.

Informational Summary: Clatsop County Parole and Probation is requesting the Board approve a contract with Choices Counseling, LLC to provide mental health treatment services to Clatsop County Treatment Court participants. Clatsop County Parole and Probation received an Oregon Criminal Justice Commission Specialty Court Grant for the 15-17 Biennium and Choices Counseling, LLC was the entity identified in the grant as the service provider. Choices Counseling, LLC has the required licenses, certifications, and programming necessary to meet state requirements.

Fiscal Impact: The Sheriff's Office has \$123,000 remaining of the FY 16-17 appropriations Treatment Court Mental Health Treatment. The Sheriff's Office uses both Community Corrections State Grant-in-Aid funds and Oregon Criminal Justice Specialty Court Grant revenue to fund this service.

Options to Consider:

1. Approve contract with Choices Counseling, LLC and authorize the County Manager to execute.
2. Choose another unidentified vendor.
3. Choose not to provide this service and return funds to the State.

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve and adopt the contract with Choices Counseling, LLC to provide mental health treatment for Clatsop County treatment Court participants and authorize the County Manager to execute."*

Attachment List:

- A. Contract
- B. Attachment A
- C. Attachment B
- D. Attachment C
- E. Certificate of Liability Insurance, Choices Counseling, LLC.



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

Contract No. C 6141

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between **CLATSOP COUNTY (COUNTY)** and **CHOICES COUNSELING, LLC (CONTRACTOR)**. Whereas COUNTY has need of the **MENTAL HEALTH TREATMENT** services which CONTRACTOR has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed **\$123,000.00** to be paid to CONTRACTOR by COUNTY, CONTRACTOR agrees to perform between date of **OCTOBER 1, 2016** and **JUNE 30, 2017**, inclusive, the following specific personal and/or professional services:

See Attachment A, B, C

Payment Terms:

Payment made within thirty days of receipt of invoice.

This AGREEMENT will not be effective until approved by the County Manager.

FOR COUNTY:

Signature

Date

Title

FOR CONTRACTOR:

[Signature]
Signature

10/12/16
Date

OWNER / CO DIRECTOR
Title

Social Security No. or

Tax Identification Number: 556920770

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

insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

_____ (approved by County Counsel) _____ (Contractor's Initials) _____

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

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

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

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

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

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

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

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

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

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

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

Attachment A

Mental Health Contract

In order to maintain and further enhance the service delivery to corrections clients for mental health assessment, treatment, and case management, Clatsop County Sheriff's Office, Parole & Probation Division is contracting with Choices Counseling to facilitate treatment availability. This contract is meant to provide funding to supplement, not supplant, current services. This contract is meant to fill the funding gap for corrections clients under supervision of Clatsop County Sheriff's Office, Parole & Probation Division who are currently unable to enter mental health treatment due to financial constraints.

Purpose of Contract:

To reduce recidivism among adult probation, post prison, and pre-adjudicated offenders with a present mental disorder as determined by the criteria of the Diagnostic and Statistical Manual of Mental Disorders (DSM-IV). The program is meant to decrease the likelihood of offenders committing new crimes by addressing antisocial/procriminal attitudes, values, belief systems, procriminal associations, temperament, and personality factors in evidence-based mental health treatment. The program is also intended to stabilize offenders in the community through effective case management.

Statement of Work:

Individuals referred to Choices Counseling shall be assessed and meet the criteria for an Axis I mental disorder in the Diagnostic and Statistical Manual of Mental Disorders (DSM-IV). Further assessment tools, as available at the Texas Christian University website www.ibr.tcu.edu, shall be utilized to further assess an offender's needs as they may arise in treatment. The population to be served by this contract shall include offenders with an Axis I diagnosis with a Global Assessment of Functioning (GAF) score of 60 or less and who are deemed indigent. Please note that offenders with a Global Assessment of Functioning (GAF) score in the range of 30 or less shall focus primarily on housing, obtaining benefits, and obtaining a stable medication regimen before being required to participate in the structured curriculum of counseling services that this program entails.

Services under this program must be to supplement, not supplant, already

existing mental health services as outlined in the AMH contract previously known as OMHAS. Individuals with only an Axis II Disorder (Personality Disorders and Mental Retardation) are not eligible for services under this program. Individuals with only an Axis I Substance Abuse or Dependence diagnosis are also not eligible for services under this program. For individuals with dual diagnosis needs (having an Axis I mental disorder in conjunction with a substance abuse or dependence diagnosis) served under this program, an offender must have a mental disorder that is prevalent over an existing substance abuse or dependence diagnosis. Offenders that meet the criteria for substance abuse or dependence shall also be treated by Choices Counseling or another certified drug and alcohol treatment agency to address co-occurring disorders. All targeted offenders will be required to attend a state-certified intensive outpatient mental health treatment program at Choices Counseling in Clatsop County. Medium and high risk offenders based upon the OCMS and LS/CMI risk assessment tool will be treated in the same setting. Low risk offenders shall be treated separately from medium and high risk offenders. The referral process for participation in the program shall be made by Clatsop County Sheriff's Office, Parole & Probation Division after an initial screening process is completed by a Masters level Mental Health Professional.

Mental health treatment shall be delivered with evidence-based practices that are theoretically rooted in cognitive behavioral therapy approaches. The program shall address six major risk factors associated with criminal conduct: anti-social/procriminal attitudes, values, beliefs, procriminal associations, temperament, and personality factors. Criminogenic risk factors will be addressed 80% of the time throughout the course of treatment. All therapeutic approaches will be delivered with fidelity and the program shall remain compliant with the Correctional Program Checklist (CPC) and all of its recommendations.

The program is a minimum of nine months in duration. For the first six months of treatment, targeted offenders will engage in evidence-based treatment three times weekly. After six months of three contacts weekly, contacts can then be reduced to one time weekly if the offender is moving appropriately through the stages of change. After nine consecutive months of treatment, contacts can be moved to one time monthly for three months if the offender is making remarkable progress. Offenders with co-occurring disorders will have a minimum of one random urinalysis test weekly for the first six months of treatment. Urinalysis testing will then remain random throughout the entirety of treatment. Urinalysis testing will be completed and observed at Clatsop County Sheriff's Office, Parole & Probation Division.

Theoretical models to be utilized by the treatment program shall include structured social learning, where new skills and behaviors are modeled,

cognitive behavioral approaches that target criminogenic risk factors, and a family-based approach that educates the family on appropriate techniques for refining behavior. Evidence-based programs to be utilized as a curriculum of services shall include Cognitive Behavioral Therapy (CBT), Eye Movement Desensitization and Reprocessing (EMDR), Moral Reconciliation Therapy (MRT), Seeking Safety, Living in Balance, Thinking for a Change, Stages of Change model, and Behavioral Couples Therapy or another relevant evidence-based family approach.

Mental health treatment shall be delivered by a licensed mental health professional in a licensed mental health agency in Clatsop County. Case management shall be delivered by an individual with a minimum of a Bachelor's degree in Criminal Justice, Psychology, Counseling, Social Work, or human services related field. Each offender shall have a case manager that will oversee the need for housing, SSI, SSD, pharmaceutical/medical assistance, etc. The case manager shall provide services that assist the offender to meet his/her basic needs based upon Maslow's Hierarchy of Needs. All offenders in the program shall have an active and relevant treatment plan. Progress notes shall be completed within twenty-four (24) hours of the service, and offender status reports shall be completed bi-weekly for offenders not in compliance and monthly for compliant offenders.

The scope of services shall be governed by Administrative Rule, State of Oregon. Services shall include, though are not limited to, a mental health assessment, treatment plan, and ongoing treatment services and case management as recommended by the assessing Masters level Mental Health Professional. Services will be provided in various contexts and locations throughout the community and may include Clatsop County Sheriff's Office, Parole & Probation Division, Clatsop County Jail, and/or the premises of the mental health agency. The treatment provider shall include a therapeutic component that is inclusive of family involvement. Medium and high risk offenders shall be treated separately from low risk offenders.

Description of Work to be Accomplished:

The work requirements include, but are not limited to:

Contractor will provide a mental health screening to offenders as required by the releasing authority.

Contractor will complete a mental health assessment using the Global Mental Health Assessment Tool or other approved assessment tool to establish a diagnosis. If the offender meets the criteria for assistance under this contract, the offender shall have a relevant and updated

treatment plan at all times.

Contractor will make a referral for appropriate mental health treatment and will provide monitoring and case management for each individual under this contract. Case management is defined as outreach into the community, addressing basic needs such as housing, food, clothing, and obtaining necessary medications and/or other needs as outlined in Maslow's Hierarchy of Needs.

Contractor shall provide evidence-based mental health treatment as outlined in a relevant and updated treatment plan. Treatment must address criminogenic risk factors 80% of the time and other factors 20% of the time.

Contractor shall complete progress notes after each service administered and notes shall be completed within 24 hours.

Contractor will provide daily reports of offender attendance/compliance of all treatment contacts.

Contractor will provide Clatsop County Sheriff's Office, Parole & Probation Division with monthly status reports for compliant offenders and bi-weekly status reports for noncompliant offenders.

Contractor will provide outreach to offenders on an as needed basis.

Contractor will track and provide data about the number of offenders enrolled in treatment, the number of offenders satisfactorily completing treatment and the number of offenders terminating treatment.

Contractor will track and provide data about the number of offenders admitted to residential treatment, state hospital, discharged from treatment, and whether successful and/or unsuccessful.

Contractor agrees to provide direct consultation with Clatsop County Sheriff's Office, Parole & Probation Division Administration, probation and parole officers, Clatsop County Jail, and other treatment providers in the case management of offenders.

Contractor will provide mental health treatment programs at the site of Clatsop County Sheriff's Office, Parole & Probation Division and Choices Counseling. The curriculum will be designed specifically for Clatsop County Sheriff's Office, Parole & Probation Division offenders. In addition to addressing the offenders' needs concerning their mental health problems, the program will utilize Evidence Based programming meant to reduce recidivism among felony offenders in Clatsop County. This

program shall maintain compliance with the Evidence Based Correctional Program Checklist (CPC) and all of its recommendations.

Program Procedure/Standards

All treatment services provided by the Contractor shall be in compliance with the Oregon Administrative rules governing mental health services and any other required statutes.

Contractor shall not exceed, and Clatsop County will not pay, an amount in excess of the maximum compensation amount set forth in the agreement. Contractor shall submit monthly billings for work performed. The billings shall describe with particularity all work performed, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall include the total amount billed to date by the Contractor prior to the current invoice. Billings shall be sent to Clatsop County Sheriff's Office, Parole & Probation Division.

Contractor shall notify Clatsop County Sheriff's Office, Parole & Probation Division of the upcoming expiration of the contract, in writing, thirty (30) days before this contract expires. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.

Contractor shall provide accounting of revenue received from insurance billings (commercial and OHP) which will be deducted from total contract expense. Accounting of revenue received will occur on a monthly basis.

In all cases, regardless of the method of payment, the County will be the payer of last resort if health insurance coverage or other resources are available and accessible to the offender, including self-pay. Contractor shall bill any other applicable insurance for those offenders who are eligible. If insurance benefits are available and do not cover the full costs of treatment, the insurance funds shall be used as partial coverage and combined with the funds provided under this contract to ensure the full level of treatment required for each offender.

Contractor must adhere to the compliance measures of the Evidence Based Correctional Program Checklist (CPC) and the CJC Mental Health grant. The Evidence Based Correctional Program Checklist is a tool developed to assess correctional intervention programs, and is used to ascertain how closely correctional programs meet known principles of effective intervention. The CPC is divided into two basic areas; content and capacity. The content area focuses on the substantive domains of Offender Assessment and Treatment, and the extent to which the program meets the principles of risk, need, responsivity, and treatment. The

capacity area is designed to measure whether a correctional program has the capacity to deliver evidence based interventions and services for offenders. The CPC scores four program areas:

1. Leadership, Staff, and Support

The first domain examines the involvement and qualifications of the program's leadership; his or her qualifications and experience, their current involvement with the staff and the program participants, as well as the development, implementation, and support of the program.

2. Offender Assessment

The extent to which offenders are appropriate for the service provided and the use of proven assessment methods is critical to effective treatment programs. Effective programs assess the risk, need, and responsivity of offenders, and then provide services and treatment accordingly. The section on Assessment examines three areas regarding assessment: selection of offenders, the assessment of risk, need, and personal characteristics of the offender, and the manner in which these characteristics are assessed. Please note that medium and high risk offenders on probation, parole, or post prison supervision shall be treated separately from low risk offenders on probation, parole, or post prison supervision. It should also be noted that gender specific groups shall be available for women on an as need basis.

3. Treatment

This section examines whether or not the program targets criminogenic behavior, the types of treatment used to target these behaviors, specific treatment procedures, the use of positive reinforcement and punishment, the methods used to train offenders in new prosocial skills, and the provision and quality of aftercare services. Other important elements of effective intervention include matching the offender's risk, needs, and personal characteristics with the appropriate treatment programs, treatment intensity, and staff; and relapse prevention strategies designed to assist the offender in anticipating and coping with problem situations.

4. Quality Assurance

This domain centers on the quality assurance and evaluation processes used to monitor how well the program is functioning. Internal quality assurance shall include file reviews, client feedback, service delivery assessment, and clinical supervision.

Outputs/Outcome Objectives

Offenders shall be served through June 30, 2017, and will benefit from evidence-based treatment. The short term outcome objectives are that offenders engaged in programming will move through the therapeutic stages of change more quickly and decisively, and that as a consequence, that probation and post prison offenders shall improve success rates and become stable in their community. The long-term outcome objectives are to reduce recidivism by 25% in offenders with mental health disorders.

Program Fidelity

The licensed mental health agency in Clatsop County shall be assessed for compliance with the Correctional Program Checklist (CPC) within 90 days of implementing this program. The licensed mental health agency in Clatsop County shall follow through with any recommendations by the CPC assessors and the program shall be re-assessed six months after the previous assessment to ensure compliance with the recommendations that were made. Quality assurance mechanisms will include regular file reviews, offender feedback, clinical supervision, and periodic monitoring and observation of groups. Offender satisfaction shall be surveyed by way of structured exit interviews.

Contracted Rate

The contractor will provide all outpatient treatment services for up to 25 offenders per month at a contracted rate of \$13,666.66. Outpatient services shall include but not be limited to the cost of assessment, treatment plans, individual counseling, group counseling, medication appointments and case management.

Alcohol & Drug Treatment Provider Qualifications

Attachment B

The below listed qualifications must be met by all clinicians in contract with Clatsop County providing treatment services to offenders in a private practice or treatment agency.

- I. Agency Clinical Supervisor or Licensed Practitioner:
 - a. Possess a Master's or doctoral degree in social work, psychology counseling, educational psychology, or a related field.
 - b. Be fully licensed in Oregon as a Licensed Professional Counselor (LPC), Licensed Clinical Social Worker (LCSW), Licensed Psychologist (LP), Licensed Medical Doctor (MD), or related licensure. (Currently practicing treatment providers in this category who otherwise meet all the requirements except licensure will be given two years from date they are approved as providers to obtain licensure).
 - c. Completed within the last three (3) years, a minimum of 30 hours of continuing education in the field of Alcohol & Drug Treatment. This could include education course, seminars, conferences, workshops or other training experiences.
 - d. Pass a criminal background check. (Criteria: an applicant with a history of sex offenses or offenses related to fraud will not be approved. Other person-to-person offenses, and alcohol & drug offenses will be considered on a case-by-case basis.)
 - e. Provide documentation of your Alcohol & Treatment program which meets each of the program standards and ethical principles in Attachment C.
- II. Licensed Practitioner working under the direction of Agency Clinical Supervisor:
 - a. Possess a Bachelor's or Master's Degree in social work, psychology counseling, educational psychology, or a related field.
 - b. Be fully licensed in Oregon as a Licensed Professional Counselor (LPC), Licensed Clinical Social Worker (LCSW), Licensed Psychologist (LP), Licensed Medical Doctor (MD), or related licensure. (Currently practicing treatment providers in this category who otherwise meet all the requirements except licensure will be given two years from date they are approved as providers to obtain licensure).
 - c. Completed within the last three (3) years, a minimum of 30 hours of continuing education in the field of Alcohol & Drug Treatment. This could include education course, seminars, conferences, workshops or other training experiences.
 - d. Pass a criminal background check. (Criteria: an applicant with a history of sex offenses or offenses related to fraud will not be approved. Other person-to-person offenses, and alcohol & drug offenses will be considered on a case-by-case basis.)

Case Coordination Requirements
Attachment C

1. Treatment provider will provide each client's supervising officer with a copy of any initial assessments completed and any subsequent assessments completed throughout the treatment process. Additionally, the treatment provider shall provide a copy of the initial and any subsequent case planning documents as well as a copy of the signed treatment contract for each client.
2. Treatment provider will staff cases with client's supervision officer via in-person staffing, at a minimum of twice per month.
3. Treatment provider shall provide a full written progress report to the client's supervising officer once every ninety (90) days while engaged in active therapy.
4. Treatment provider shall provide a written notice of non-compliance to the supervising officer as soon as practicable, but not to exceed 5 calendar days, when the provider becomes aware of a treatment agreement/contract violation.
5. All client polygraphs shall be scheduled as a result of a coordination between the supervising officer and treatment provider and all such resulting reports shall be shared.
6. Treatment provider will require offenders to sign a two-way release of information to Clatsop County Sheriff's Office, Parole and Probation Division as an agency and not to an individual supervising officer.
7. If treatment providers has a concern or disagreement with the supervising officer about a case, the concern should be discussed with the supervising officer. If it is not resolved through discussion, the treatment provider should contact the Lieutenant of the Parole and Probation Division to request a staffing.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2016

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

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

PRODUCER Bliss Sequoia Insurance P.O. Box 826 Salem OR 97308		CONTACT NAME: Molly Morris PHONE (A/C, No. Ext): E-MAIL ADDRESS: molly@blissinsurance.com FAX (A/C, No):
INSURED Choices Counseling, LLC 89523 Manion Drive Warrenton OR 97146		INSURER(S) AFFORDING COVERAGE INSURER A: Great American INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 16-17** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAC7575740	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PAC7575740	6/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000			UMB7575741	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Abuse			PAC7575740	6/1/2016	6/1/2017	Occurrence/Aggregate \$1m/3m Occurrence/Aggregate 500k/500k

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is named as Additional Insured as respects work performed on their behalf by the named insured per CG8224.

CERTIFICATE HOLDER Clatsop County Community Corrections PO Box 540 Astoria, OR 97103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Molly Morris</i>
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Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

CG 82 24
(Ed. 12 01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCY GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following provision is added to SECTION II - WHO IS AN INSURED

5. AUTOMATIC ADDITIONAL INSURED(S)

a. Additional Insured - Manager or Lessor of Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent property and which requires you to add such person or organization as an Additional Insured on this policy under:

(a) a written contract; or

(b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an Additional Insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

(i) currently in effect or become effective during the term of this policy; and

(ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph A.(1) of this endorsement, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the ownership, maintenance or use of that portion of the premises leased to you.

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess,

contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

- (a)** Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b)** Structural alterations, new construction or demolition operations performed by or on behalf of the "Additional Insured."

b. Additional Insured - Funding Sources

(1) This policy is amended to include as an Insured any Funding Source which requires you in a written contract to name the Funding Source (hereinafter called Additional Insured) as an Insured but only with respect to liability arising out of your premises, "your work" for such Additional Insured, or acts or omissions of such Additional Insured in connection with the general supervision of "your work" and only to the extent set forth as follows:

- (a)** The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (b)** The coverage provided to the Additional Insured(s) is not greater than that cus-

tomarily provided by the policy forms specified in and required by the contract.

(c) In no event shall the coverages of Limits of Insurance in this Coverage Form be increased by such contract.

c. Additional Insured - Contractual Obligations

(1) This policy is amended to include as an Insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an Insured, subject to all of the following provisions:

(a) Coverage is limited to liability arising out of:

(i) your ongoing operations performed for such Additional Insured; or

(ii) that Insured's financial control of you; or

(iii) the maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

(iv) a state or political subdivision permit issued to you.

(b) Coverage does not apply to any "occurrence" or offense:

(i) which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract", or

(ii) which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal and Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

(i) the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(ii) supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy and specifically names a person or organization as an Insured, then the coverage in Section II - WHO IS AN INSURED 5. Automatic Additional Insured(s) does not apply to that person or organization.

2. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 8. is replaced with:

8. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation

- a. If an Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your

work" done under a contract for that person or organization and included in the "products-completed operations hazard."

3. NON-OWNED OR CHARTERED WATERCRAFT

Section I - Coverages, Coverage A, Item 2.g.(2) is replaced with:

(2) A watercraft you do not own that is:

- (a) less than 51 feet long; and
- (b) not being used to carry persons or property for a charge.

4. BROADENED PERSONAL AND ADVERTISING INJURY

Unless "Personal and Advertising Injury" is excluded from this policy:

SECTION V - DEFINITIONS Item 14. is replaced by:

14. "Personal and Advertising Injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

- a. false arrest, detention or imprisonment;
- b. malicious prosecution;
- c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. oral, written, televised, videotaped, or electronic publication of material, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. oral, written, televised, videotaped, or electronic publication of material, in any manner, that violates a person's right of privacy; or

- f. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.e.
- g. the use of another's advertising idea in your "advertisement"; or
- h. infringing upon another's copyright, trade dress or slogan in your "advertisement."

5. MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK INCLUDED IN BODILY INJURY DEFINITION

Section V - Definitions, Item 3. is replaced with:

- 3. "Bodily injury" means physical injury, sickness, or disease, including death of a person. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

6. MEDICAL PAYMENTS

- A. The Medical Expense Limit in Paragraph 7. of SECTION III - LIMITS OF INSURANCE is replaced by the following Medical Expense Limit.

The Medical Expense Limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit.

- B. This provision 7. is subject to all the terms of SECTION III - LIMITS OF INSURANCE.

- C. This provision 7. does not apply if COVERAGE C. MEDICAL PAYMENTS is excluded either by the provisions of the Coverage Part or by endorsement.

7. DAMAGE TO PREMISES RENTED TO YOU LIMIT

- A. SECTION III - LIMITS OF INSURANCE, Item 6. is replaced with:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to your building, or to personal property of others in your care, custody and control while at premises rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

The Damage to Premises Rented To You Limit is replaced by the following Damage to Premises Rented To You Limit.

The Damage to Premises Rented To You Limit is the greater of:

- (1) \$300,000; or
- (2) the amount shown in the Declarations for Damage to Premises Rented to You Limit.

- B. This provision is subject to all the terms of SECTION III - LIMITS OF INSURANCE.

- C. This provision 5. does not apply if Damage to Premises Rent to You Liability of COVERAGE A (SECTION I) is excluded either by the provisions of the Coverage Part or by endorsement.

8. SUPPLEMENTARY PAYMENTS

- A. In the SUPPLEMENTARY PAYMENTS - COVERAGES A and B provision, Item 1.b., and 1.d are replaced with:

1.b. Up to \$500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off work.

This endorsement does not change any other provision of the policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2016

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

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

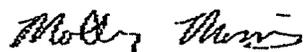
PRODUCER Bliss Sequoia Insurance P.O. Box 826 Salem OR 97308		CONTACT NAME: Molly Morris PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: molly@blissinsurance.com															
INSURED Choices Counseling, LLC 89523 Manion Drive Warrenton OR 97146		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Great American</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Great American																	
INSURER B:																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER: 16-17** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAC7575740	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PAC7575740	6/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTIONS 10,000			UMB7575741	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Abuse			PAC7575740	6/1/2016	6/1/2017	Occurrence/Aggregate \$1m/3m Occurrence/Aggregate 500k/500k

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Clatsop County, the Criminal Justice Commission, their officers, agents & employees are included as Additional Insureds as respects work performed on their behalf by the named insured per CG8224. Coverage is Primary & Non-Contributory.

CERTIFICATE HOLDER Criminal Justice Commission PO Box 540 Astoria, OR 97103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

CG 82 24
(Ed. 12 01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCY GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following provision is added to **SECTION II - WHO IS AN INSURED**

5. AUTOMATIC ADDITIONAL INSURED(S)

a. Additional Insured - Manager or Lessor of Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent property and which requires you to add such person or organization as an Additional Insured on this policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an Additional Insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this policy; and
- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph A.(1) of this endorsement, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the ownership, maintenance or use of that portion of the premises leased to you.

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess,

contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.**
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the "Additional Insured."**

b. Additional Insured - Funding Sources

(1) This policy is amended to include as an Insured any Funding Source which requires you in a written contract to name the Funding Source (hereinafter called Additional Insured) as an Insured but only with respect to liability arising out of your premises, "your work" for such Additional Insured, or acts or omissions of such Additional Insured in connection with the general supervision of "your work" and only to the extent set forth as follows:

(a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(b) The coverage provided to the Additional Insured(s) is not greater than that cus-

tomarily provided by the policy forms specified in and required by the contract.

(c) In no event shall the coverages of Limits of Insurance in this Coverage Form be increased by such contract.

c. Additional Insured - Contractual Obligations

(1) This policy is amended to include as an Insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an Insured, subject to all of the following provisions:

(a) Coverage is limited to liability arising out of:

(i) your ongoing operations performed for such Additional Insured; or

(ii) that Insured's financial control of you; or

(iii) the maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

(iv) a state or political subdivision permit issued to you.

(b) Coverage does not apply to any "occurrence" or offense:

(i) which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract", or

(ii) which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal and Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

- (i) the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
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If an Additional Insured endorsement is attached to this policy and specifically names a person or organization as an Insured, then the coverage in Section II - WHO IS AN INSURED 5. Automatic Additional Insured(s) does not apply to that person or organization.

2. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 8. is replaced with:

8. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation

- a. If an Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your

work" done under a contract for that person or organization and included in the "products-completed operations hazard."

3. NON-OWNED OR CHARTERED WATER-CRAFT

Section I - Coverages, Coverage A, Item 2.g.(2) is replaced with:

(2) A watercraft you do not own that is:

- (a) less than 51 feet long; and
- (b) not being used to carry persons or property for a charge.

4. BROADENED PERSONAL AND ADVERTISING INJURY

Unless "Personal and Advertising Injury" is excluded from this policy:

SECTION V - DEFINITIONS Item 14. is replaced by:

14. "Personal and Advertising Injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

- a. false arrest, detention or imprisonment;
- b. malicious prosecution;
- c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. oral, written, televised, videotaped, or electronic publication of material, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. oral, written, televised, videotaped, or electronic publication of material, in any manner, that violates a person's right of privacy; or

- f. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.e.
- g. the use of another's advertising idea in your "advertisement"; or
- h. infringing upon another's copyright, trade dress or slogan in your "advertisement."

5. MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK INCLUDED IN BODILY INJURY DEFINITION

Section V - Definitions, Item 3. is replaced with:

- 3. "Bodily injury" means physical injury, sickness, or disease, including death of a person. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

6. MEDICAL PAYMENTS

- A. The Medical Expense Limit in Paragraph 7. of SECTION III - LIMITS OF INSURANCE is replaced by the following Medical Expense Limit.

The Medical Expense Limit provided by this policy shall be the greater of:

- a. \$10,000; or
 - b. The amount shown in the Declarations for Medical Expense Limit.
- B. This provision 7. is subject to all the terms of SECTION III - LIMITS OF INSURANCE.
 - C. This provision 7. does not apply if COVERAGE C. MEDICAL PAYMENTS is excluded either by the provisions of the Coverage Part or by endorsement.

7. DAMAGE TO PREMISES RENTED TO YOU LIMIT

- A. SECTION III - LIMITS OF INSURANCE, Item 6. is replaced with:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to your building, or to personal property of others in your care, custody and control while at premises rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

The Damage to Premises Rented To You Limit is replaced by the following Damage to Premises Rented To You Limit.

The Damage to Premises Rented To You Limit is the greater of:

- (1) \$300,000; or
- (2) the amount shown in the Declarations for Damage to Premises Rented to You Limit.

B. This provision is subject to all the terms of SECTION III - LIMITS OF INSURANCE.

C. This provision 5. does not apply if Damage to Premises Rent to You Liability of COVERAGE A (SECTION I) is excluded either by the provisions of the Coverage Part or by endorsement.

8. SUPPLEMENTARY PAYMENTS

- A. In the SUPPLEMENTARY PAYMENTS - COVERAGES A and B provision, Item 1.b., and 1.d are replaced with:

1.b. Up to \$500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off work.

This endorsement does not change any other provision of the policy.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

October 26, 2016

Issue/Agenda Title: Ordinance 2016-07, an Ordinance amending and revising Clatsop County Code Chapter 15.04 (Ord. 03-04) (*second reading*)

Category: Public Hearing

Prepared By: David Kloss/Heather Reynolds

Presented By: David Kloss, Building Official

Issue before the Commission: Public hearing, adoption and second reading of Ord. 2016-07, an Ordinance amending Clatsop County Code Chapter 15.04 (Ord. 03-04) to revise the Clatsop County Building Code

Informational Summary: This is the second reading and continuation of the hearing on proposed Ordinance 2016-07 updating the Clatsop County Building Code. As indicated at the first reading, Clatsop County has had a building code program since 2003 and has not been significantly revised since that time. Major changes include revising the rule for issuing Stop Work Orders, and the rules for disconnecting utilities and abating hazardous equipment. Other significant changes include revising the process for extension of permits, and rules regarding inspections. Additions to the rules include maintaining records regarding building in flood hazard areas, and involving the State Historic Preservation Officer in decisions regarding structures of historic significance.

The proposed code also revises enforcement provisions to allow for imposition of civil monetary penalties and/or denial of permits until penalties are paid, in addition to the alternative remedy of a code enforcement proceeding. It is anticipated that this will be a more successful means of ensuring compliance.

A first reading on Ord. 2016-07 was held on October 12, 2016. The public hearing was opened and continued to Oct. 26.

Fiscal Impact: Amending and revising Title 15 does not affect the General Fund. The Building Codes Division receives no General Fund support and is fully funded through permit fee revenues.

Options to Consider:

1. Take public testimony, close the public hearing, adopt Ordinance 2016-07 and conduct the second reading by title only.
2. Take public testimony, close the public hearing, table the ordinance.

Staff Recommendation: Option #1

Recommended Motion: *“I move to adopt Ordinance 2016-07 amending Clatsop County Code Chapter 15.04 to revise the Clatsop County Building Code and conduct the second reading by title only.”*

Attachment List: NOTE: The Ordinance and Exhibit A-Proposed Amendments to Chapter 15.04 were included in the October 12, 2016 agenda packet.

A. Ordinance 2016-07

IN THE BOARD OF COUNTY COMMISSIONERS

FOR CLATSOP COUNTY, OREGON

ORDINANCE)	AN ORDINANCE AMENDING
NO. 2016-07)	CLATSOP COUNTY CODE
)	CHAPTER 15.04 (ORD. 03-04)
)	TO REVISE THE CLATSOP COUNTY
)	BUILDING CODE

The Board of Commissioners of Clatsop County ordains as follows:

SECTION 1. SHORT TITLE

This ordinance shall be entitled and shall be known as the “Ordinance Amending Clatsop County Chapter 15.04 (Ord. 03-04) to revise the Clatsop County Building Code”.

SECTION 2. PURPOSE

The purpose of this Ordinance is to revise and update the Clatsop County Code to conform with changes to Oregon law and the administrative rules of the Oregon Department of Consumer and Business Services, and to provide for a civil monetary penalty as a method of enforcement. The purpose of the code is to establish uniform performance standards providing reasonable safeguards for health, safety, welfare, comfort, and security of the residents of this jurisdiction who are occupants and users of buildings and for the use of modern methods, devises, materials, techniques and practicable maximum energy conservation.

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. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any

reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 6. ADOPTION CLAUSE

The Board of Commissioners hereby amends Clatsop County Chapter 15.04 to read as set forth in Exhibit A, which is by this reference incorporated herein.

BOARD OF COUNTY COMMISSIONERS FOR
CLATSOP COUNTY, OREGON

By _____
Scott Lee, Chairperson

By _____
Recording Secretary

First Reading: _____

Second Reading: _____

Effective Date: _____

EXHIBIT A

Chapter 15.04

COUNTY UNIFORM BUILDING CODE

Sections:

- 15.04.010 Reference.**
- 15.04.020 Purpose.**
- 15.04.030 Inconsistent provisions.**
- 15.04.040 Scope.**
- 15.04.050 Definitions.**
- 15.04.060 Alternate materials and methods.**
- 15.04.070 Modifications.**
- 15.04.080 Tests.**
- 15.04.090 Powers and duties of the Building Official.**
- 15.04.100 Deputies.**
- 15.04.110 Right-of-entry.**
- 15.04.120 Stop work orders.**
- 15.04.130 Authority to disconnect service utilities.**
- 15.04.140 Authority to abate hazardous equipment.**
- 15.04.150 Connection of service utilities.**
- 15.04.160 Occupancy violations.**
- 15.04.170 Appeals.**
- 15.04.180 Plans and permits.**
- 15.04.190 Retention of plans.**
- 15.04.200 Validity of permit.**
- 15.04.210 Time limit of applications, extensions.**
- 15.04.220 Expiration of permits, extensions.**
- 15.04.230 Work without a permit/investigation fees.**
- 15.04.240 Transferability.**
- 15.04.250 Suspension/revocation.**
- 15.04.260 Inspections.**
- 15.04.270 Clatsop County Building Code.**
- 15.04.280 Dangerous Building Code.**
- 15.04.290 Historical buildings and structures.**
- 15.04.300 Fees.**
- 15.04.305 Monetary Penalties**
- 15.04.310 Other Remedies.**

15.04.010 Reference.

The provisions of this chapter shall be known as the "County Uniform Building Code" and may be referred to herein as "this Code." The ordinance codified in this chapter repeals Ordinance 01-06, An Ordinance Adopting and Administering the State Building Code, State Electrical Code and State One- and Two-Family Dwelling Code and Declaring an Emergency. (Ord. 03-04)

15.04.020 Purpose.

The purpose of this Code is to establish uniform performance standards providing reasonable safeguards for health, safety, welfare, comfort, and security of the residents of this jurisdiction who are occupants and users of buildings and for the use of modern methods, devices, materials, techniques and practicable maximum energy conservation. (Ord. 03-04)

15.04.030 Inconsistent provisions.

- A. Where, in any specific case, different sections of this Code specify different materials, methods of construction or other requirements, the most restrictive shall govern.
- B. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- C. Where, in any specific case, there is a conflict between this Code and an Oregon Revised Statute, the statute shall govern.
- D. Any action undertaken pursuant to Clatsop County Code Chapter 15.04 prior to the effective date of this Amendment shall take priority over any provision of this chapter in conflict therewith. (Ord. 16-07, Ord. 03-04)

15.04.040 Scope.

This Code shall apply to the construction, alteration, moving, demolition, repair, maintenance and work associated with any building or structure except those located in a public way. (Ord. 03-04)

15.04.050 Definitions.

For the purpose of this Code, the following definition shall apply:

“Building Official” means the official designated by the Clatsop County Board of Commissioners by order as the Clatsop County Building Official, or his/her duly authorized representative, and charged by the Board with the administration and enforcement of this Code. (Ord. 03-04)

15.04.060 Alternate materials and methods.

- A. The provisions of this Code are not intended to prevent the use of any material, alternate design or method of construction not specifically prescribed by this Code, provided any alternate has been approved and its use authorized by the Building Official.
- B. The Building Official may approve any such alternate, provided the Building Official finds that the proposed design is satisfactory and complies with the provisions of this Code and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this Code in suitability, strength, effectiveness, fire resistance, durability, safety and sanitation.
- C. The Building Official shall require that sufficient evidence or proof be submitted to substantiate any claims that may be made regarding its use. The details of any action granting approval of an alternate shall be recorded and entered in the files.
- D. ORS 455.060 provides for state rulings on acceptable materials, designs and methods of construction. When a ruling has been issued, ORS 455.060(4) applies. (Ord. 03-04)

15.04.070 Modifications.

When there are practical difficulties involved in carrying out the provisions of this Code, the Building Official may grant modifications for individual cases. The Building Official shall first find that a special individual reason makes the strict letter of this Code impractical and that the modification is in conformance with the intent and purpose of this Code and that such modifications not lessen any fire-protection requirements or

any degree of structural integrity. The details of any action granting modification shall be recorded and entered in the files. (Ord. 03-04)

15.04.080 Tests.

- A. Whenever there is insufficient evidence of compliance with any of the provisions of this Code or evidence that any material or construction does not conform to the requirements of this Code, the Building Official may require tests as proof of compliance to be made at no expense to this jurisdiction.
- B. Test methods shall be as specified by this Code or by other recognized test standards. If there are no recognized and accepted test methods for the proposed alternate, the Building Official shall determine test procedures.
- C. All tests shall be made by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for the retention of public records. (Ord. 03-04)

15.04.090 Powers and duties of the Building Official.

- A. There is hereby established a building safety and code enforcement division that shall be under the administrative and operational control of the Building Official. The Building Official is authorized to enforce all the provisions of this Code.
- B. The Building Official shall have the power to render interpretations of this Code and to adopt and enforce administrative procedures in order to clarify the application of its provisions. Such interpretations, rules, and regulations shall be in conformance with the intent and purpose of this Code. (Ord. 16-07, Ord. 03-04)

15.04.100 Deputies.

In accordance with prescribed procedures and with the approval of the appointing authority, the Building Official may appoint technical officers and inspectors and other employees to carry out the functions of code enforcement. (Ord. 03-04)

15.04.110 Right-of-entry.

When it is necessary to make an inspection to enforce the provisions of this Code, or where the Building Official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this Code which makes the structure or premises unsafe, dangerous or hazardous, the Building Official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this Code; provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises were unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry. (Ord. 16-07, Ord. 03-04)

15.04.120 Stop work orders.

Whenever the Building Official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Building Official is authorized to issue a Stop Work Order. The Stop Work Order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a Stop Work Order, the cited work shall immediately cease. The Stop Work Order shall state the reason for the order, and the conditions under which the work will be permitted to resume. Any person who shall continue to work after having been served with a Stop Work Order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties prescribed by law. (Ord. 16-07, Ord. 03-04)

15.04.130 Authority to disconnect service utilities.

The Building Official shall have the authority to authorize disconnection of a fuel supply or appliance that does not conform to this code. The Building Official shall also have the authority to order disconnected a gas utility service, or energy supply to a building, structure, premises or equipment in case of emergency when necessary to eliminate an immediate hazard to life or property. A notice shall be attached to the energy supply or appliance, stating the reason for disconnection. Such notices shall not be removed nor shall the system or appliance be reconnected until authorized by the Building Official. The owner or occupant of the building, structure or service system shall be notified in writing as soon as practical thereafter. (Ord. 16-07, Ord. 03-04)

15.04.140 Authority to abate hazardous equipment.

Whenever the Building Official determines that any mechanical system, or portion thereof, regulated by this code has become hazardous to life, health, property, or has become insanitary, the Building Official shall order in writing that such system either be removed or restored to a safe condition. A time limit for compliance with such order shall be specified in the written notice. A person shall not use or maintain a defective mechanical system after receiving such notice. When such mechanical system is to be disconnected, written notice shall be given. In cases of immediate danger to life or property, such disconnection shall be made immediately without such notice. (Ord.16-07, Ord. 03-04)

15.04.150 Connection of service utilities.

No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until approved by the Building Official. The Building Official shall have the authority to authorize and approve the temporary connection of the building or system to the utility, source of energy, fuel or power. (Ord. 16-07, Ord. 03-04)

15.04.160 Occupancy violations.

Whenever any building or structure or equipment therein regulated by this Code is being used contrary to the provisions of this Code, the Building Official may order such use discontinued and the structure, or portion thereof, vacated by notice served on any person causing such use to be continued. Such person shall discontinue the use within the time prescribed by the Building Official after receipt of such notice to make the structure, or portion thereof, comply with the requirements of this Code. (Ord. 03-04)

15.04.170 Appeals.

- A. Appeals relating to the administrative and prescriptive technical provisions of this Code shall be to the Building Official.
- B. An applicant for a building permit may appeal a decision made by a Building Official under the authority established pursuant to ORS 455.148 (Comprehensive municipal building inspection programs), 455.150 (Selective municipal building inspection programs) or 455.467 (Timelines for approval or disapproval of certain specialty code building plans). (Ord. 16-07)

15.04.180 Plans and permits.

- A. The Building Official shall review the application, plans, specifications, computations and other data filed by an applicant for a permit. Such plans may be reviewed by other departments of this jurisdiction to verify compliance with any applicable laws under their jurisdiction. If the Building Official finds that the work described in application for a permit and the plans, specifications and other data filed therewith conform to the requirements of this Code and other pertinent laws and ordinances, and that the fees have been paid, the Building Official shall issue a permit therefor to the applicant.
- B. When the Building Official issues the permit where plans are required, the Building Official shall

endorse in writing or stamp the plans and specifications. Such approved plans and specifications shall not be changed, modified and altered without authorizations from the Building Official, and all work regulated by this Code shall be done in accordance with the approved plans and all applicable codes and regulations of this jurisdiction.

- C. The Building Official may issue a permit for the construction of part of a building or structure before the entire plans and specifications for the whole building or structure have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this Code. The holder of a partial permit shall proceed without assurance that the permit for the entire building or structure will be granted. (Ord. 16-07, Ord. 03-04)

15.04.190 Retention of plans.

One set of approved plans, specifications and computations shall be retained by the Building Official for a period of not less than that dictated by OAR 166-150-0020. One set of approved plans and specifications shall be returned to the applicant, and said set shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress. The Building Official shall maintain a permanent record of all permits issued in the flood hazard areas, including all copies of inspection reports and certifications. (Ord. 16-07, Ord. 03-04)

15.04.200 Validity of permit.

- A. No permit shall be issued if the parcel of land, or the use of the land on which the building, structure, or equipment is to be placed, erected, altered, equipped or used is in violation of any Clatsop County ordinance.
- B. The Building Official shall issue no building permit until the authority having jurisdiction has approved all plans for sewage disposal facilities. Further, no building or structure containing plumbing shall be occupied until connected to a sewage disposal facility approved by the authority having jurisdiction as meeting the minimum standards of the Oregon State Board of Health and the Department of Environmental Quality, and the Clatsop County Public Health Department.
- C. The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this Code or other ordinances of the jurisdiction shall not be valid.
- D. The issuance of a permit based on construction documents and other data shall not prevent the Building Official from thereafter requiring the correction of errors in the construction documents and other data. The Building Official is also authorized to prevent occupancy or use of a structure where there is a violation of this code or of any other ordinances of this jurisdiction. (Ord. 16-07, Ord. 03-04)

15.04.210 Time limit of applications, extensions.

An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing unless such application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. (Ord. 16-07)

15.04.220 Expiration of permits, extensions.

- A. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the building or work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the is commenced. The work shall not be considered suspended or abandoned where the permittee has pursued activities deemed by the Building Official to indicate the intent to start and complete the project. The Building Official may

require the permittee to document these activities.

- B Any permittee holding a non-expired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. (Ord. 16-07, Ord 03-04)

15.04.230 Work without a permit/investigation fees.

- A. Whenever any work for which a permit is required by this Code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.
- B. An investigation fee, in addition to the permit fee, may be collected whether or not a permit is then or subsequently issued. Pursuant to ORS 445.058, the amount of the investigation fee shall be the average or actual cost of ensuring that a building, structure or system is in conformance with state building code requirements that result from the person not obtaining a required permit before work for which the permit is required commences. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this Code nor from any penalty prescribed by law. (Ord. 16-07, Ord. 03-04)

15.04.240 Transferability.

A permit issued to one person or firm is not transferable and shall not permit any other person or firm to perform any work thereunder. (Ord. 03-04)

15.04.250 Suspension/revocation.

The Building Official is authorized to in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this Code wherever the certificate is issued in error or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation of any of the provisions of this Code. (Ord.16-07, Ord. 03-04)

15.04.260 Inspections.

- A. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the Building Official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspection of such work that are required by this code.
- B. It shall be the duty of the permit holder to cause the work to remain accessible and exposed for inspection purposes. Neither the Building Official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection. (Ord.16-07, Ord. 03-04).

15.04.270 Clatsop County Building Code.

The Clatsop County Building Code consists of the following Specialty Codes as adopted by the State of Oregon:

- A. The Oregon Structural Specialty Code, as adopted by OAR 918-460-0010 through 918-460-0015 is enforced as part of this Code.
- B. The Oregon Mechanical Specialty Code, as adopted by OAR 918-440-0010 through 918-440-0012 is enforced as part of this Code.
- C. The Oregon Plumbing Specialty Code, as adopted by 918-750-0110 through 918-750-0115 is enforced as part of this Code.
- D. The Oregon Electrical Specialty Code, as adopted by OAR 918-305-0100 through 918-305-0105 is enforced as part of this Code.

- E. The Oregon One- and Two-Family Dwelling Specialty Code, as adopted by OAR 918-480-0005 is enforced as part of this Code.
- F. The Manufactured Dwelling Park and Mobile Home Park Rules adopted by OAR 918-600-0005 through 918-600-0010 are enforced as part of this Code.
- G. The Manufactured Dwelling Rules adopted by OAR 918-500-0510 through 918-500-0530 are enforced as part of this Code.
- H. The Recreational Park and Organizational Camp Rules adopted by OAR 918-650-0005 through 918-650-0080-are enforced as part of this Code.
- I. The 1997 Uniform Code for the Abatement of Dangerous Buildings, as published by the International Conference of Building Officials, is adopted as part hereof, except as modified by this jurisdiction. (Ord. 16-07, Ord. 03-04)

15.04.280 Dangerous Building Code.

- A. Structures or existing equipment that are or hereafter become unsafe or deficient because of inadequate means of egress, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or which involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. A vacant structure which is not secured against unauthorized entry shall be deemed unsafe. Any use of buildings or structures constituting a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage or abandonment is, for the purpose of this section, an unsafe use. Parapet walls, cornices spires, towers, tanks statuary and other appendages or structural members which are supported by, attached to, or a part of a building and which are in deteriorated condition or otherwise unable to sustain the design loads which are specified in this Code are hereby designated as unsafe building appendages.
- B. All buildings or portions thereof which are determined after inspection by the Building Official to be dangerous as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in the Dangerous Buildings Code. As an alternative, the Building Official-may institute any other appropriate action to prevent, restrain, correct or abate the violation. (Ord. 16-07, Ord. 03-04)

15.04.290 Historical buildings and structures.

Repairs, alterations and additions necessary for the preservation, restoration, rehabilitation or continued use of a building, structure, may be made without conforming to the requirements of this Code when authorized by the Building Official, provided:

- A. The building or structure has been designated by official action of the legally constituted authority of this jurisdiction as having special historical or architectural significance.
- B. Unsafe conditions as described in this Code are corrected.
- C. The restored building or structure will be no more hazardous based on life safety, fire safety and sanitation than the existing building. (Ord. 03-04)
- D. The Building Official seeks the advice of the State of Oregon historic preservation officer. (Ord. 16-07)

15.04.300 Fees.

- A. Fees for permits, inspections, plan checks, site plan review, copy costs, and such other fees that the Clatsop County Board of Commissioners deems reasonable in order to administer this chapter shall be as previously adopted by resolution and order or as may be modified from time to time by order of the Clatsop County Board of Commissioners.
- B. The Building Official may authorize the refunding of fees paid hereunder, which was erroneously paid or

collected. The Building Official may authorize refunding of not more than 80% of the permit fee paid when no work has been done under a permit issued in accordance with this Code. The Building Official may authorize not more than 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review has commenced. The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

- C. The Building Official shall make the determination of value or valuation pursuant to the Uniform Fee Methodologies in OAR 918-050-0100. On buildings, structures or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the municipality, under authority of ORS 455.020 and 455.210. (Ord.16-07, Ord. 03-04)

15.04.305 Monetary Penalties

It is unlawful for any person to violate any of the codes, regulations or provisions adopted by reference or referred to in this Code. The following provisions shall apply to the assessment of monetary penalties for building code violations:

A. Violations, Penalties, and Remedies.

1. Violation of a provision of the Clatsop County building code shall be subject to an administrative civil penalty not to exceed \$5,000 for a single violation or \$1,000 per day for a continuing violation and shall be processed in accordance with the administrative procedures set forth in this article.
2. Each day that a violation of a provision of the Clatsop County building code exists constitutes a separate violation.
3. The penalties and remedies provided in this section are not exclusive and are in addition to other penalties and remedies available to the county under any ordinance, statute or law.

B. Building Official – Authority to Assess Administrative Civil Penalty.

1. Upon a determination by the Building Official that any person, firm, corporation or other entity however organized has violated a provision of the Clatsop County building code, the Building Official may issue a notice of civil violation and assess against the violator and/or any other responsible person an administrative civil penalty as provided in this section. For purposes of this article, a “responsible person” includes the violator, and, if the violator is not the owner of the building or property at which the violation occurs, may include the owner as well.
2. Prior to issuing a notice of civil violation and assessing an administrative civil penalty under this section, the Building Official shall issue an order to correct the violation to one or more of the responsible persons. Except where the Building Official determines that the violation poses an immediate threat to health, safety, environment, or public welfare, the time for correction shall be not less than 10 calendar days.
3. Following the date or time by which the correction must be completed as required by the order to correct the violation, the Building Official shall determine whether the correction has been completed. If the required correction has not been completed by the date or time specified in the order, the Building Official may issue a notice of civil violation and assess an administrative civil penalty to each responsible person to whom an order to correct was issued.
4. Notwithstanding subsections (B)(2) and (3) of this section, the Building Official may issue a notice of civil violation and assess an administrative civil penalty without having issued an order to correct violation or making attempts to secure voluntary correction where the Building Official determines that the violation was knowing or intentional or a repeat of a similar violation.

5. In assessing an administrative civil penalty authorized by this section, the Building Official shall consider:
 - a. The person's past history in taking all steps necessary or appropriate to correct the violation;
 - b. Any prior violations of the Clatsop County building code;
 - c. The gravity and magnitude of the violation;
 - d. Whether the violation was repeated or continuous;
 - e. Whether the cause of the violation was an unavoidable accident, negligence, or an intentional act.
6. Any notice of a civil violation that assesses an administrative civil penalty under this section shall either be served by personal service or shall be sent by certified mail and by first class mail. Any notice served by mail shall be deemed received for the purposes of any time computations three days after the date mailed if to an address within this state, and seven days after the date mailed if to an address outside this state. Every notice shall include:
 - a. Reference to the particular building code provision involved;
 - b. A short and plain statement of the basis for the violation and any other relevant facts;
 - c. A statement of the amount of the penalty assessed;
 - d. If the penalty is assessed pursuant to subsection (B)(5) of this section, a short and plain statement of the basis for concluding that the violation was knowing, intentional, or repeated; and
 - e. A statement of the party's right to appeal the civil penalty to the Clatsop County hearings officer; a description of the process the party may use to appeal the civil penalty; and the deadline by which an appeal must be filed.
7. Any person, firm, corporation or other entity however organized that is issued a notice of civil penalty may appeal the penalty to the hearings officer. The provisions of subsection (C) of this section shall govern appeals.
8. A civil penalty assessed hereunder shall become final upon expiration of the time for filing an appeal, unless the responsible person appeals the penalty to the hearings officer pursuant to, and within the time limits, established by subsection (C) of this section.

C. Appeal Procedures.

1. A person, firm, corporation or other entity however organized may, within 15 days after receiving notice of the assessment of a monetary penalty, appeal in writing to the hearings officer. The appeal shall be filed in the offices of the Clatsop County Building Codes Division, accompanied by a \$25.00 appeal fee, and shall include:
 - a. The name and address of the appellant;
 - b. The nature of the determination being appealed;
 - c. The reason the determination is incorrect; and
 - d. What the correct determination of the appeal should be.
2. An appeal shall be heard by hearings officer within a reasonable time of the receipt of the notice of intent to appeal. At least 10 days prior to the hearing, the county shall mail notice of the time and location thereof to the appellant.
3. The hearings officer shall hear and determine the appeal on the basis of the appellant's written statement and any relevant additional evidence submitted. At the hearing, the appellant may present testimony and oral argument personally or by counsel. The Building Official may appear with or without counsel or through the Building Official's designee. The Building Official may present

testimony and oral argument personally or by counsel. The burden of proof shall be on the Building Official by a preponderance of the evidence. The rules of evidence as used by courts of law do not formally apply.

4. The hearings officer shall issue a written decision within a reasonable time of the hearing date. The written decision of the hearings officer is final.
5. The Building Official is authorized to collect an awarded penalty by any administrative or judicial action or proceeding authorized by subsection (D) of this section, other provisions of the Clatsop County Code, or state statutes.

D. Unpaid Penalties.

1. An administrative penalty is final if not appealed within the time period set forth in subsection (C)(1) of this section or if appealed, upon issuance of the hearings officer's order. Failure to pay an administrative penalty assessed pursuant to this article within 10 days after the penalty becomes final shall constitute a violation of the Clatsop County building code. Each day the penalty is not paid shall constitute a separate violation.
2. If an administrative civil penalty is affirmed on appeal and the penalty remains unpaid 60 days after the penalty becomes final, the hearings officer's order may be recorded with the Clatsop County clerk or any other county clerk of this state. The total amount of civil penalties, costs or fees owing pursuant to that order shall be recorded as a lien in the county clerk lien record. The cost of recording the hearings officer's order shall be added to the total amount of civil penalties, costs and fees owing.
3. In addition to any other remedy provided by law, a hearings officer's order recorded in the county clerk lien record pursuant to subsection (D)(2) of this section shall have the same effect and may be enforced as provided in ORS 205.125 and 205.126.4. In addition to enforcement mechanisms authorized elsewhere in the Clatsop County Code, failure to pay an administrative civil penalty assessed pursuant to this article shall be grounds for withholding issuance of requested permits, issuance of a stop work order, if applicable, or revocation or suspension of any issued permits or certificates of occupancy.15.04.310. (Ord. 16-07)

15.04.310 Other Remedies.

- A. It is unlawful for any person to violate any of the codes, regulations or provisions adopted by reference or referred to in this Code. Violation of this chapter and any specialty code or building code administered by the County pursuant to ORS 455.153 is a public nuisance under Chapter 8.04.
- B. The County Building Official is designated and shall be deemed an "enforcement officer" within the meaning of ORS 153.005 for purposes of enjoining this ordinance.
- C. In addition to a monetary penalty in any case where a building or structure is, or is proposed to be, erected, constructed, reconstructed, altered, maintained or used, or is proposed to be used in violation of this Code or any amendment thereto, the Clatsop County Board of Commissioners, or the County Counsel's office may in addition to other remedies provided by law, institute injunction, mandamus, abatement, code enforcement under Chapter 1.12 of this Code, or other appropriate proceedings to prevent, temporarily or permanently enjoin, abate or remove the unlawful erection, construction, reconstruction, alteration, maintenance or use. (Ord. 16-07, Ord. 13-04 §3; Ord. 03-04)

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

October 26, 2016

Issue/Agenda Title: Second reading and possible adoption of Ordinance 2016-08 for Community Renewable Energy Association Membership

Category: Public Hearing

Prepared By: Cameron Moore, County Manager

Presented By: Cameron Moore, County Manager

Issue before the Commission: This is the continuation of the public hearing, second reading, and possible adoption of Ordinance 2016-08 Authorizing membership in Community Renewable Energy Association

Informational Summary: The Community Renewable Energy Association (CREA) is an ORS 190 organization. It is a public/private partnership with the public members primarily being Oregon Counties, but it also has municipal members. Other members include organizations such as Oregon Water Resource Congress, private sector developers, farmers, irrigation districts, etc. who are interested in public policy issues (state and federal) surrounding renewable energy development in Oregon. CREA supports smaller community based renewable energy development. They are engaged at the state level focusing on OPUC issues and Oregon Department of Energy rules governing renewable energy. At the federal level they work with the Oregon congressional delegation and federal agencies. CREA's focus is to support an environment conducive to renewable resource development that supports local communities and their economies. They will be a resource for Clatsop County on a variety of renewable energy opportunities. Pursuant to ORS 190.085, an intergovernmental entity can only be ratified by ordinance.

The first reading of this ordinance was October 12, 2016, and there were no public comments.

Fiscal Impact: \$100 Annual Membership Fee

Options to Consider:

- 1) Take public testimony, close the public hearing, and adopt Ordinance 2016-08 and conduct the second reading by short title only.
- 2) Take public testimony, close the public hearing, and do not adopt the ordinance.

Staff Recommendation: Option #1

Recommended Motion: *I move to adopt Ordinance 2016-08 to approve joining the Community Renewable Energy Association, conduct the second reading by short title only and authorize the chair to sign the intergovernmental agreement creating that entity.*

Attachment List:

- A. Ordinance 2016-08 Authorizing the County to enter in an IGA creating an Association to promote, foster and advance community based renewable energy, to be known as community renewable energy association.

**BEFORE THE COUNTY COMMISSIONERS, STATE OF OREGON
IN AND FOR THE COUNTY OF CLATSOP**

In the Matter of:)	
)	
AN ORDINANCE AUTHORIZING THE)	
COUNTY TO ENTER INTO AN INTER-)	ORDINANCE
GOVERNMENTAL AGREEMENT)	
UNDER ORS CHAPTER 190 CREATING)	
AN ASSOCIATION TO PROMOTE,)	No 16-08
FOSTER AND ADVANCE COMMUNITY)	
BASED RENEWABLE ENERGY, TO BE)	
KNOWN AS COMMUNITY RENEWABLE)	
ENERGY ASSOCIATION (CREA))	

The COUNTY COMMISSION OF CLATSOP COUNTY, OREGON hereby ORDAINS as follows:

Section 1. Short Title. This ordinance shall be entitled and shall be known as the “Ordinance Authorizing the County to Join the Oregon Association to promote, foster and advanced community based renewable energy (CREA)”.

Section 2. Authority. ORS Chapter 190 authorizes units of local government, including counties, by ordinance, to enter into intergovernmental agreements to form associations.

Section 3. Purpose. The primary purpose of the association created by the Intergovernmental Agreement is as follows:

- a. To promote, foster and advance, through cooperative action of community based renewable energy industry of the State served by the Association, the economic application and public understanding of community based renewable energy.
- b. To provide cooperation and liaison with other persons, organizations and institutions having an interest in community based renewable energy.
- c. To cooperate in and contribute towards the enhancement of widespread understanding of the various applications of community renewable energy through public and professional activities.
- d. To engage in any lawful activity that will enhance the efficient and economic progress of community based renewable energy industry and inform the public of its scope and character, such as, but not limited to, collecting and disseminating market and trade statistics and other useful information; to carry on and assist in research investigations and experiments; to conduct conferences and produce publications, and to conduct trade promotion activities.
- e. To voluntarily extend aid or assistance, financial or otherwise, and to

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cooperate with such private or governmental bodies, corporations, associations, institutions, societies, agencies or persons as are now or may hereafter be engaged in whole or in part in furtherance of the objectives and purposes herein named.

f. Act as intervenor spokesperson and lobbyist at PUC and legislative hearings and other public forums.

Section 4. Powers. CREA, the association created by the Intergovernmental Agreement, shall have the power:

a. To exercise all powers that may be necessary to enable it to perform and carry out the duties and responsibilities conferred upon its Members or which may hereafter be imposed upon it by law, contract or the Agreement.

b. To accept gifts and bequests, to apply for and use subsidies, grants or appropriations of money and personal or real property from any lawful source, and enter into any and all agreements required in connection therewith, in accordance with the terms of the gift, subsidy, grant, appropriation, agreement or contract related thereto.

c. To accept appointments to act as agents or assignees of others, including the Members, as is necessary to carry out its functions and purposes.

d. To establish, join and cooperate with communities and advisory groups of citizens, private or governmental bodies, corporations, associations, institutions, societies, agencies as are now or may hereafter be engaged in furtherance of community based renewable energy objectives.

Section 5. Apportionment of Expenses and Revenue. The expenses of the Association shall be apportioned among the parties to the agreement equally, as shall the revenue or fees derived from any functions or activities of the Association. The Association shall establish a budget on an annual basis, which budget shall be approved by the Members of the Association. The Association shall generally follow the budget laws for cities and counties in the State of Oregon, as set forth in Oregon law.

Section 6. Effective Date. This ordinance shall take effect on the 30th day following adoption by the Board of Commissioners as provided in Chapter III, Section 8(B) of the Home Rule Chapter for the Government of Clatsop County.

BOARD OF COUNTY COMMISSIONERS FOR
CLATSOP COUNTY, OREGON

By _____
Scott Lee, Chairperson

First Reading: _____
Second Reading: _____
Effective Date: _____

By _____
Recording Secretary

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