



BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, January 24, 2018
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

Minutes, January 17, 2018 Board meeting.
Minutes, January 17, 2018 Staff meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

MATTERS:

- 1) Deliberation, "In the Matter of Amending Provisions in Section 1803 of the Columbia County Zoning Ordinance Related to "Marijuana Land Uses" in the Unincorporated Areas".

CONSENT AGENDA:

- (A) Ratify the Select to Pay for the week of 01.22.18.
- (B) Appoint Tony Hyde to the Columbia/Pacific Committee.
- (C) Order No. 2-2018, "In the Matter of filing a Lien for Unpaid Civil Penalties by George Bainbridge for a Continuing Building Code Violation at 61393 Robinette Road, near St. Helens, Oregon (Tax Map ID 5130-000-02402)".
- (D) Order No. 3-2018, "In the Matter of Filing a Lien for Unpaid Civil Penalties by William and Cindy Meriwether for a Continue Building Code Violation at 50337 Satler Road, near Scappoose, Oregon (Tax Map ID 3223-000-01300).

AGREEMENTS/CONTRACTS/AMENDMENTS:

- (E) Intergovernmental Agreement #5422 with the Oregon Department of Corrections for Measure 57 Funds and authorize the Chair to sign.
- (F) Intergovernmental Agreement #156297-0 with the Oregon Health Authority for Environmental Health Services and authorize the Chair to sign.

DISCUSSION ITEMS:

- Upper Nehalem WSC Agreement - Apiary Road Culvert Replacement.

COMMISSIONER MAGRUDER COMMENTS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER TARDIF COMMENTS:

EXECUTIVE SESSION:

Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Filing a Lien for Unpaid Civil Penalties
by George Bainbridge for a Continuing Building Code
Violation at 61393 Robinette Road, near St. Helens,
Oregon (Tax Map ID. 5130-000-02402)

ORDER NO. 2-2018

WHEREAS, in accordance with Section 23 of the Columbia County Enforcement Ordinance (Ordinance No. 90-7, *as amended*, hereinafter the "Enforcement Ordinance"), the County Land Development Services Director issued Final Order No. 2017-002, attached hereto and incorporated herein by this reference, imposing a civil penalty in the amount of Ninety-Five Thousand, Five Hundred Seventy-One Dollars (\$95,571.00) against George Bainbridge for a continuing building code violation at 61393 Robinette Road, near St. Helens, Oregon (Tax Map ID. 5130-000-02402); and

WHEREAS, notice of the final order and the civil penalties imposed was mailed to George Bainbridge on March 11, 2016; and

WHEREAS, George Bainbridge neither paid the civil penalties nor petitioned for judicial review in the Columbia County Circuit Court; and

WHEREAS, under ORS 30.460 and Section 23(D) of the Enforcement Ordinance, the County may record the civil penalties imposed under the Enforcement Ordinance in the Columbia County Lien Record if such penalties are not paid within 60 days after mailing of the determination and imposition of the penalties; and

WHEREAS, more than 60 days have passed since the mailing of the final order, and the civil penalties remain unpaid;

NOW, THEREFORE, it is hereby ordered as follows:

1. The unpaid penalty in the amount of Ninety-Five Thousand, Five Hundred Seventy-One Dollars (\$95,571.00) for a continuing building code violation shall be assessed against the property located at 61393 Robinette Road, near St. Helens, Oregon (Tax Map ID. 5130-000-02402).
2. A lien of \$95,571.00 shall be entered in the docket of the Columbia County Lien Records, and shall constitute a first lien upon the property except as to taxes.
3. The lien may be satisfied partially or in full by payment to Columbia County Land Development Services, 230 Strand Street, Room 105, St. Helens, Oregon 97051.
4. The assessment may be collected by any means legally available to the County.

5. This Order shall be recorded without cost.

DATED this ____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Margaret Magruder, Chair

By: _____
Office of County Counsel

By: _____
Henry Heimuller, Commissioner

By: _____
Alex Tardif, Commissioner

BEFORE THE DEPARTMENT OF LAND DEVELOPMENT SERVICES
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Building Code Violations)
by George Bainbridge on Property Located at)
61393 Robinette Road, St. Helens, Columbia)
County, Oregon, Tax Parcel No. 5130-000-02402)

certified # 7016 1370 0000 0253 4391
FINAL ORDER NO. 2017-002

A. SUMMARY

On March 16, 2017, George Bainbridge was issued Notice of Violation for the following Building Code violation at 61393 Robinette Road, St. Helens, Columbia County, Oregon, Tax Parcel No. 5130-000-02402:

Violation of the Oregon Residential Specialty Code, Section R105.1, "Permit Required," for constructing an addition onto an existing mobile home without first obtaining a building permit.

George Bainbridge neither appealed the Notice of Violation nor corrected the violation and paid the assessed penalty by the end of the appeal period.

B. FINDINGS OF FACT

1. The Columbia County Assessor's Office records lists George Bainbridge as the legal and responsible owner of the property located at 61393 Robinette Road, St. Helens, Columbia County, Oregon, Tax Parcel No. 5130-000-02402.
2. The Oregon Residential Specialty Code, Section R105.1, "Permit Required" states, "Any owner or an authorized agent who intends to construct, enlarge, alter, repair, move or change the occupancy of a building or structure, or erect, install, enlarge, alter, repair, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit."
3. On March 25, 2010, the Code Enforcement Officer, observed a stick built habitable addition to an existing mobile home of approximately 196 square feet in size requiring a permit being built on the subject property. A habitable addition of any size requires a building permit per Oregon Residential Specialty Code, Section R105.1, "Permit Required". He determined that no permits were posted on the property nor record of any permits were on file at the County for the addition.

4. On April 6, 2010, the Code Enforcement Officer issued a Notice of Violation advising George Bainbridge that full compliance must be made by April 26, 2010.
5. On April 9, 2013, the Code Enforcement Officer issued a second Notice of Violation to assess a civil penalty and provide opportunity to appeal the assessment.
6. On March 10, 2016, the Code Enforcement Officer issued a third Notice of Violation to assess a civil penalty and provide an opportunity to appeal the assessment within 14 days of the date of the notice. As of the date of said notice, no permits have been issued to correct the violations and no appeal was filed within the time allowed.
7. On September 14, 2016, Order No. 54-2016, Lien for Failure to Pay Civil Penalties was recorded with the Columbia County Clerk in the amount of \$1,667.00.
8. On March 16, 2017, the Code Enforcement Officer issued a fourth Notice of Violation to assess a civil penalty and provide an opportunity to appeal the assessment within 14 days of the date of the notice. As of the date of this notice, no permits have been issued to correct the violations and no appeal has been filed within the time allowed.

C. CONCLUSIONS

1. George Bainbridge has performed the work described above without a permit in violation of the Oregon Residential Specialty Code, Section R105.1, "Permit Required".
2. Notice of the violation and an opportunity to appeal was provided in accordance with the Columbia County Enforcement Ordinance (Ordinance No. 90-7, as amended).
3. Pursuant to Section 24 of the Enforcement Ordinance, a fine of up to \$5,000 may be assessed for a single building code violation or up to \$1,000 per day for each continuing violation. However, Ordinance No. 2016-8 incorporates a schedule of fines for building code violations for First Offense, Second Offense and Third or more offenses. The schedule provides for a penalty for a first offense of 1/3 of the maximum fine of \$333 each day for continuing violations. The Notice of Violation assessed a fine for your continuing violation of \$95,571 calculated for the period May 18, 2016 through February 28, 2017 at \$333 per day.

D. DECISION

Based on the findings and conclusions set forth above and in the record in this case, the Director of Land Development Services hereby orders:

1. Penalties be assessed for the following building code violations, as follows:

A civil penalty in the amount of \$95, 571 for violation of the Oregon Residential Specialty Code, Section R105.1, "Permit Required". Payment of the fine does not relieve George Bainbridge of the requirement to correct the violation(s), and the County may seek other remedies as allowed by law to enforce its regulations.

2. Pursuant to ORS 30.460, penalties shall be paid within 60 days of the date of this order. After 60 days, the County may file and record this Order for payment of unpaid penalties in the Columbia County Clerk Lien Record.

Dated this 10th day of MAY, 20 17

By: Todd Dugdale
Todd Dugdale
Director of Land Development Services

BEFORE THE DEPARTMENT OF LAND DEVELOPMENT SERVICES

FOR COLUMBIA COUNTY, OREGON

In the Matter of the Building Code Violations)
by William and Cindy Meriwether on Property) FINAL ORDER NO. 2017-001
Located at 50337 Satler Road, Scappoose,)
Columbia County, Oregon, Tax Map ID)
Number 3223-000-01300.)

A. SUMMARY

On March 10, 2016, William and Cindy Meriwether were issued a Notice of Violation by certified mail 7008 3230 0000 8687 4640 for the following Building Code violations at 50337 Satler Road, Scappoose, Columbia County, Oregon, Tax Map ID Number 3223-000-01300 and assessed a fine of \$1,667 for the violations:

William Meriwether built upon the subject property an addition to his 1950's home; an addition that requires a building permit under the 2008 Oregon Residential Specialty Code, Section R105.1, "Permit Required". No building or electrical permits were obtained for the addition.

William and Cindy Meriwether neither appealed the Notice of Violation nor corrected the violations and paid the assessed penalty by the end of the appeal period.

A personal check, #105, in the amount of the assessed fine of \$1,667.00 was received for a single first violation on July 15, 2016. However, the violation has not been remedied by obtaining the required permits

B. FINDINGS OF FACT

1. William and Cindy Meriwether are the legal and responsible owners of the above referenced property according to the Columbia County Assessor's records.
2. William Meriwether built upon the subject property an addition of approximately 1060 square feet in size to his 1950's home. A habitable addition of any size to a dwelling requires a building permit per the 2008 Oregon Residential Specialty Code, Section R105.1, "Permit Required".
3. On June 19, 2001, responding to a complaint from the Columbia County Assessor's Office that no permits were on file for a recent habitable addition to a primary dwelling and a new garage/shop building on the subject property, the Code Enforcement Officer

visited the site and spoke to your son who was asked to have you contact him. You contacted the Code Enforcement Officer and he reviewed the building violations with you. You later applied for and received a building permit for the garage/shop building and final approval for the construction.

The Code Enforcement Officer sent several certified mailings requesting that all required building, plumbing and electrical permits be obtained and meet all applicable land use requirements for the addition. On June 24, 2011, a County Planner mailed William and Cindy Meriwether a letter fully explaining what needed to be done in order for the addition to come into compliance.

William and Cindy Meriwether did not respond and failed to apply for or obtain the required building permits for the habitable addition to the dwelling. On March 27, 2013, the Code Enforcement Officer issued a Notice of Violation to assess a civil penalty and provide opportunity for a hearing.

4. On March 10, 2016, William and Cindy Meriwether were issued a Notice of Violation by certified mail 7008 3230 0000 8687 4640 for not obtaining permits for the addition at 50337 Satler Road, Scappoose, Columbia County, Oregon, Tax Map ID Number 3223-000-01300, assessed a fine of \$1,667 violation and advised of the opportunity to appeal within 14 days of the notice. An appeal was not filed within the prescribed time nor has a permit been obtained for the addition. A personal check, #105, in the amount of the assessed fine of \$1,667.00 was received for a single first violation on July 15, 2016. However, the violation has not been remedied by obtaining the required permits
5. On February 28, 2017, William and Cindy Meriwether were issued a Notice of Violation by certified mail 7016 1370 0000 0253 3950 for not obtaining permits for the addition at 50337 Satler Road, Scappoose, Columbia County, Oregon, Tax Map ID Number 3223-000-01300, assessed a fine of \$95,571 for the violation and advised of the opportunity to appeal within 14 days of the notice. An appeal was not filed within the prescribed time nor has a permit been obtained for the addition.

C. CONCLUSIONS

1. William and Cindy Meriwether have performed the work described above without a permit in violation of the Building Code.
2. Notice of the violation and an opportunity to appeal was provided in accordance with the Columbia County Enforcement Ordinance (Ordinance No. 90-7, as amended).

3. Pursuant to Section 24 of the Enforcement Ordinance, a fine of up to \$5,000 may be assessed for a single building code violation or up \$1,000 per day for each continuing violation. Ordinance 2016-8 incorporates the schedule of fines for building code violations for first, second, third or more offenses. The fine, based on the schedule of fines for a first offense was calculated for May 18, 2016 through February 28, 2017 at \$333.00 per day. A fine of \$95,571 was assessed for the above listed violations.

D. DECISION

Based on the findings and conclusions set forth above and in the record in this case, the Director of Land Development Services, hereby orders:

1. Penalties be assessed for the following building code violations, as follows:

A civil penalty in the amount of \$95,571 for violation of the Oregon Residential Specialty Code, Section R105.1, "Permit Required". Payment of the fine does not relieve William and Cindy Meriwether of the requirement to correct the violation(s), and the County may seek other remedies as allowed by law to enforce its regulations.

2. Pursuant to ORS 30.460, penalties shall be paid within 60 days of the date of this order. After 60 days, the County may file and record this Order for payment of unpaid penalties in the Columbia County Clerk Lien Record.

E. APPEAL RIGHTS

County Ordinance 92-15, as amended, provides that the Director's written decision is final. The decision may be appealed to Circuit Court as provided in ORS 34.010 to 34.012.

Dated this 21st day of March, 2017.

By: Todd Dugdale
Todd Dugdale
Director of Land Development Services

Minutes of the Columbia County Fair Board

November 13, 2017

Called to order by Chairman Butch Guess at 5:58 p.m.

Board members present: Butch Guess, Kathy McMullen, Charles Weaver, and Ingrid Chamberlain

Ingrid made a motion to ratify the October Minutes, Charles seconded, motion carries.

Kathy made a motion to ratify the October bills, Ingrid seconded, motion carries.

Citizens Input- Last month when the grange had a breakfast there were cars parked on both sides of the road making it hard for people to get in and out. Asked about having gate 4 open for people to leave. Butch suggested opening gate 5 to ease the traffic.

Rodeo Committee- None

Mark asked if we made any decisions at OFA. Security will be increased this year. Looking to have tickets made this year. Maybe also have someone else run the ticket booths. Gates got left open and people were just walking through without paying. Sometimes the sponsors want more tickets. We need to set an amount of tickets given to sponsors. We may not be able to borrow the bleachers from Washington County since in a couple of years they will be going to a 2-week fair. Need to get sponsorship packs out as soon as possible in the new year. We will at some point need to hire a marketing person. Ask when we make decisions.

Rodeo Court- January 13th is the coronation. The Decades will be playing music and the Wigwam is going to be faxing the fair office. Could always use volunteers.

Not going to have a reader board at the fairgrounds. It will be on Hwy 30 . It will be 4'x8' and 3' on top that will say Columbia County. Cost will be \$34000.00 to \$50000.00 for reader board.

Auction Committee- None

We will be working on a fair theme. It should only be about 3 words buy catchy.

Butch adjourned at 6:55 pm

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Filing a Lien for Unpaid Civil
Penalties by William and Cindy Meriwether for a
Continuing Building Code Violation at 50337 Satler
Road, near Scappoose, Oregon (Tax Map ID. 3223-
000-01300)

ORDER NO. 3-2018

WHEREAS, pursuant to Section 23 of the Columbia County Enforcement Ordinance (Ordinance No. 90-7, *as amended*, hereinafter the "Enforcement Ordinance"), the County Land Development Services Director issued Final Order No. 2017-001, attached hereto and incorporated herein by this reference, imposing a civil penalty in the amount of Ninety-Five Thousand, Five Hundred Seventy-One Dollars (\$95,571.00) against William and Cindy Meriwether for a continuing building code violation at 50337 Satler Road, near Scappoose, Oregon (Tax Map ID. 3223-000-01300); and

WHEREAS, notice of the final order and the civil penalties imposed was mailed to William and Cindy Meriwether on March 21, 2016; and

WHEREAS, William and Cindy neither paid the civil penalties nor petitioned for judicial review in the Columbia County Circuit Court; and

WHEREAS, under ORS 30.460 and Section 23(D) of the Enforcement Ordinance, the County may record the civil penalties imposed under the Enforcement Ordinance in the Columbia County Lien Record if such penalties are not paid within 60 days after mailing of the determination and imposition of the penalties; and

WHEREAS, more than 60 days have passed since the mailing of the final order, and the civil penalties remain unpaid;

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3. The lien may be satisfied partially or in full by payment to Columbia County Land Development Services, 230 Strand Street, Room 105, St. Helens, Oregon 97051.

4. The assessment may be collected by any means legally available to the County.

5. This Order shall be recorded without cost.

DATED this ____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Office of County Counsel

By: _____
Margaret Magruder, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Alex Tardif, Commissioner

BEFORE THE DEPARTMENT OF LAND DEVELOPMENT SERVICES

FOR COLUMBIA COUNTY, OREGON

In the Matter of the Building Code Violations)
by William and Cindy Meriwether on Property) FINAL ORDER NO. 2017-001
Located at 50337 Satler Road, Scappoose,)
Columbia County, Oregon, Tax Map ID)
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visited the site and spoke to your son who was asked to have you contact him. You contacted the Code Enforcement Officer and he reviewed the building violations with you. You later applied for and received a building permit for the garage/shop building and final approval for the construction.

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C. CONCLUSIONS

1. William and Cindy Meriwether have performed the work described above without a permit in violation of the Building Code.
2. Notice of the violation and an opportunity to appeal was provided in accordance with the Columbia County Enforcement Ordinance (Ordinance No. 90-7, as amended).

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D. DECISION

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1. Penalties be assessed for the following building code violations, as follows:

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E. APPEAL RIGHTS

County Ordinance 92-15, as amended, provides that the Director's written decision is final. The decision may be appealed to Circuit Court as provided in ORS 34.010 to 34.012.

Dated this 21st day of March, 2017.

By: Todd Dugdale
Todd Dugdale
Director of Land Development Services

INTERGOVERNMENTAL AGREEMENT #5422
BETWEEN THE STATE OF OREGON AND COLUMBIA COUNTY

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

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

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

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

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

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

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

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

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

I DEFINITIONS

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

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

II AUTHORITY AND DURATION

A. Authority

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

B. Duration

This Agreement will become effective on **July 1, 2017** and will remain in effect until **June 30, 2019** or until terminated according to Section XI (*Termination*).

III PLAN; PLAN MODIFICATIONS

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

need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: No Plan Modifications shall take effect until COUNTY gives written notice to DEPARTMENT, in a form approved by DEPARTMENT. DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.
- D. Plan Modifications shall become effective upon the date the Plan Modification is approved in writing by the DEPARTMENT.

IV AMENDMENTS GENERALLY

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

V DUTIES AND RESPONSIBILITIES OF COUNTY

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

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

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

VI DEPARTMENT RESPONSIBILITIES

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

VII PERFORMANCE GOALS

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

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

VIII FUNDS

- A. Exhibit A identifies the County Corrections Intervention Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Payment to COUNTY will be made in two payments. One-half of the Grant funds will be disbursed to County within 15 days after execution of this Agreement. The second half of the Grant funds will be disbursed on July 1, 2018.
- C. Both parties agree that all reallocations of Grant funds within programs shall require a Plan Modification.
- D. Unexpended Funds: Grant fund balances remaining after the budget year or expiration of this Agreement may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- E. Unauthorized Expenditures: Any Grant funds disbursed to COUNTY that are expended for unauthorized purposes, or any Unexpended Funds not retained by COUNTY under Section VIII.E, will be deducted by DEPARTMENT from payment or refunded to DEPARTMENT promptly upon DEPARTMENT's written request and no later than 15 days after DEPARTMENT's written request.
- F. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for Supplemental Funds. Unless amended, the maximum, not-to-exceed County Corrections Intervention Grant payable to COUNTY under this Agreement is \$148,796. The maximum Grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals.
- G. Disbursement of Grant funds under this Agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

IX NONCOMPLIANCE

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

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

X INDEMNIFICATION. See Exhibit B.

XI TERMINATION

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

XII COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

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

XIII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of

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

XIV SURVIVAL

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

XV GOVERNING LAW; JURISDICTION; VENUE

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

XVI WAIVER

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

XVII EXECUTION AND COUNTERPARTS

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

XVIII NOTICE

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

To DEPARTMENT: Jeremiah Stromberg, Assistant Director
Community Corrections Division
Department of Corrections
2575 Center St. NE
Salem, OR 97301
Telephone: 503-945-8876
Fax: 503-373-7810
E-Mail: Jeremiah.P.Stromberg@doc.state.or.us

To COUNTY: Janet Evans, Director
Columbia County Community Corrections
901 Port Avenue
St. Helens, OR 97051
Telephone: 503-397-6253
Fax: 503-397-6645
Email: janet.evans@co.columbia.or.us

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

XIX MERGER; INTEGRATION

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

STATE OF OREGON
DEPT. OF CORRECTIONS

COLUMBIA COUNTY

Jeremiah Stromberg, Assistant Director

Signature

Date

Title

Date

Approved for Legal Sufficiency
Oregon Attorney General's Office:

/s/ Cynthia Byrnes per email dated 6/2/17
Assistant Attorney General

1. The population being served:

The Columbia County Department of Community Justice M57 Supplement Funds provide services for Felony Offenders who meeting the criteria under ORS 137.717 who require intensive supervision and substance abuse treatment, including those referred to the Columbia County Drug Court program or the Justice Reinvestment/Downward Departure program. Offenders with downward departure sentences are prioritized for M57 treatment slots, particularly when referred to the Columbia County Drug Court Program or the Columbia County JRI program.

Measure 57 participants will be identified by eligible crime and referred for an assessment process by the JRI team. Offenders who are identified as M57 eligible who do not qualify for the Drug Court Program will be considered for the JRI program.

An assessment packet will e completed by the JRI coordinator to include the Public Safety Checklist, TCU, LS/CMI or WARNA, ASUS, Precursors for Change, and a PTSD Checklist (PCL-civilian). A case plan will be developed to determine the appropriate treatment dosage and interventions which address the offender's specific needs and risks to reoffend.

Measure 57 funds will be utilized to fun a .5fte Probation Office assigned to the Columbia County Drug Court program and supervising the 30 drug court clients. In addition, funds will be used to support the .5fte JRI coordinator to assess identified M57 clients for case planning and recommendation for the JRI or Specialty Court programs such as Drug Court to support the evidence-based decision-making process.

2. The treatment programs being used and the intensity and duration that has been designed into your approach.

Clients will be participating in substance abuse treatment with referrals to Columbia Community Mental Health, and Medicine Wheel. Both programs offer four to six months of intensive treatment, with treatment phases including aftercare. In addition to in-house cognitive-based interventions such as Thinking for a Change, House of Healing, Path of Freedom and Seeking Safety. In addition, jail-based services, such as motivational classes, parenting education, and substance use classes will be offered in the Columbia County Jail to engage with the offenders and help identify those offenders who may be ready to receive alcohol and drug treatment.

Measure 57 (M57) alcohol and drug treatment utilizes evidence based practices that are theoretically rooted in cognitive behavioral therapy approaches. The

program addresses six major risk factors associated with criminal conduct: anti-social/pro-criminal attitudes, values and beliefs, pro-criminal associates, temperament and personality factors.

The Columbia County Drug Court Program and JRI programs use a “wrap-around” approach to provide support and reinforcement to offenders moving through the stages of change. Both programs address the correlation between substance abuse and criminogenic risks.

All offenders in the program shall have a treatment plan which includes targeted interventions based on identified risk/needs. Theoretical models to be utilized by the M57 treatment program through both the Drug Court and JRI programs include cognitive behavioral approaches that target criminogenic risk factors. All therapeutic curriculums used in the programs are delivered with fidelity by trained staff. Additional services will include individual treatment, placement and tracking of offenders referred to residential treatment, and regular “team” staffing.

Each offender in the program is required to submit to random urinalysis samples during their time in treatment.

3. The types of sanctions that are available and what you see being utilized as well as any existing rewards/reinforcers used to motivate the offenders to succeed.

Columbia County DCJ and the Columbia County Drug Court program utilize swift and certain sanctions/interventions including jail, work crew, electronic monitoring, community service, increased reporting, day reporting, referral into victim impact panel, referral into cognitive restructuring groups, and writing assignments.

Rewards/incentives are used to motivate the offenders to succeed. Incentives include those of small monetary value such as bus passes, pens, stickers, certificates, programs or events etc. Incentives may include a step-down in check-in requirements or program graduation.

4. What collaborations exist between you and your local criminal justice partners or what partnerships have been created since the original implementation of your M57 Supplemental Fund program.

Columbia County Drug Court is a collaborative effort that includes DCJ, Circuit County, District Attorney, Columbia Community Mental Health, Law Enforcement agencies, and Columbia County Consortium. The collaborative team approach provides the offender support in changing behaviors to support a drug-free life through enhanced supervision and programming.

The Columbia County Justice Reinvestment program is also a collaborative team that includes the Columbia County District Attorney, Sheriff's Office, DCJ and Courts to provide an alternative program for the M57 offenders considered for a downward departure from a presumptive prison sentence who do not qualify for the Columbia County Drug Court program due to increased risk to reoffend or lacking in responsivity and require enhanced supervision while in the community.

Columbia County Department of Community Justice is a participant in the Local Public Safety Coordinating Council. The Columbia County LPSCC is making strides to improve local practices through Evidence-Based Decision-Making practices, which includes recommendations for the DCJ programs such as this Measure 57 program. LPSCC membership includes State Court, Sheriff's Department, Police agencies, State Police, Commissioners, Public Health, Community Mental Health, Victim Services, District Attorney, and the public.

2017-2019 M57 Supplemental Funds Intervention Program Budget Summary

Program Expenses (please be detailed)	15-17 M57 Supplemental Funds Carryover	17-19 M57 Supplemental Funds	Other State Funds	County/Local Funds	Total
A. Supervision Related Personnel Costs Salaries and wages (include position FTE and type) .5 FTE Probation Officer -Drug Court .5 FTE Probation Officer II-JRI- coordinator for assessments Payroll taxes and benefits		\$60,000 \$25,500 \$49,000	\$100,000 Justice Reinvestment		\$234, 500
B. Materials and Services <u>Transitional Housing</u>		\$5,000	\$5393 Inmate Welfare Release Subsidy	\$40,000	\$50,393
C. Treatment Provider and/or Contracted Professional Services		\$9296 Drug and Alcohol Treatment/UA's	\$20,000 Justice Reinvestment		\$29,296
D. Sanction Costs (by type)					
E. Capital Outlay and Start- Up Costs					
Total		\$148,796	\$125,393	\$40,000	\$314,189

**EXHIBIT B
INDEMNIFICATION
COLUMBIA COUNTY**

Contribution

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

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

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

Alternative Dispute Resolution

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

Indemnification by Subcontractors

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

Subcontractor Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

PROFESSIONAL LIABILITY

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

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

Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Agency may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Agency approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

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

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

AGREEMENT # 156297-0

OREGON HEALTH AUTHORITY INTERGOVERNMENTAL AGREEMENT FOR ENVIRONMENTAL HEALTH SERVICES

This Agreement is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Columbia County, the Local Public Health Authority (“LPHA”), acting by and through its Health and Human Services Department, each a “Party” and together, the “Parties.”

SECTION 1. AUTHORITY

- ORS 446.310 to 446.350 establishes a state licensure program for tourist facilities.
- Upon request from a county, ORS 446.425 requires OHA to delegate to the county board of commissioners any of the duties and functions of the director under ORS 446.310, 446.320, 446.330 to 446.340, 446.345, 446.350 and 446.990 if OHA determines that the county is able to carry out the rules of OHA relating to fee collection, inspections, enforcement and issuance and revocation of permits and licenses in compliance with standards for enforcement by the counties and monitoring by OHA.
- ORS 448.005 to 448.090 establishes a state licensure program for pool facilities.
- Upon request from a county, ORS 448.100 requires OHA to delegate to the county board of commissioners any of the duties and functions of the director under ORS 448.005, 448.011, 448.020 to 448.035, 448.040 to 448.060 and ORS 448.100 if OHA determines that the county is able to carry out the rules of OHA relating to fee collection, licensing, inspections, enforcement and issuance and revocation of permits and certificates in compliance with standards for enforcement by the counties and monitoring by OHA.
- ORS 624.010 to 624.121 establishes a state licensure program for restaurants and bed and breakfast facilities.
- ORS 624.310 to 624.340 establishes a state licensure program for commissaries, mobile units, warehouse and vending machines.
- ORS 624.510 requires OHA to enter into this Agreement with a LPHA delegating to the LPHA the administration and enforcement within the jurisdiction of the LPHA of the powers, duties and functions of the OHA director under ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992. This Agreement must describe the powers, duties and functions of the local public health authority relating to fee collection, licensing, inspections, enforcement, civil penalties and issuance and revocation of permits and certificates, standards for enforcement by the LPHA and the monitoring to be performed by the OHA.

SECTION 2. PURPOSE

The purposes of this Agreement are:

- For OHA to delegate responsibility to LPHA for carrying out these programs:
- The tourist facility program in ORS 446.310 to 446.350 pursuant to ORS 446.425(1);
- The pool facility program in ORS 448.005 to 448.090 pursuant to ORS 448.100(1); and

- The restaurant, bed and breakfast facility, commissary, mobile unit, warehouse and vending machine licensing programs in ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992 pursuant to ORS 624.510(1).
- To establish the duties, standards and responsibilities of the LPHA in carrying out the delegated duties.
- To establish OHA's duties and responsibilities under this Agreement to enable the LPHA to meet the requirements of the delegation and to provide for OHA's review and monitoring of the county's performance.

SECTION 3. EFFECTIVE DATE

This Agreement shall become effective on the date this Agreement has been fully executed by each Party or on **February 1, 2018**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2023**. Agreement termination or expiration shall not extinguish or prejudice either Party's right to enforce this Agreement with respect to any default by the other Party that has not been cured.

This Agreement supersedes and replaces any previous delegations of authority under ORS 446.425, 448.100, and 624.510.

SECTION 4. AUTHORIZED REPRESENTATIVES

4.1 AGENCY'S AUTHORIZED REPRESENTATIVE IS:

Name: Andre Ourso
 Title: Administrator, Center for Health Protection
 Date: 1/8/2018
 Phone: (971) 673-0403
 Email: andre.ourso@state.or.us

4.2 COUNTY'S AUTHORIZED REPRESENTATIVE IS:

Name: _____
 Title: _____
 Date: _____
 Phone: _____
 Email: _____

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5. DEFINITIONS

- "CLEHS" means the Conference of Local Environmental Health Supervisors.
- "FIPP" means the Foodborne Illness Prevention Program.

SECTION 6. LPHA RESPONSIBILITIES

LPHA accepts OHA's delegation of authority to carry out the following programs:

- Tourist facility program in ORS 446.310 to 446.350 and 446.990;
- Pool facility program in ORS 448.005 to 448.090; and
- Restaurant, bed and breakfast facility, commissary, mobile unit, warehouses and vending machine licensing programs in ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992.

Pursuant to OHA's delegation of authority, LPHA shall:

- 6.1 Carry out the statutes and rules of OHA relating to fee collection, inspections, enforcement and issuance and revocation of permits and licenses in compliance with standards for enforcement in ORS 446.310 to 446.350 and 446.990, ORS 448.005 to 448.090, ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992, OAR 333, Divisions 12, 29 to 31, 60, 62, 150, 157, 158, 160, 162, 170, and 175.
- 6.2 Not later than thirty (30) days following receipt of an invoice from OHA, remit the following licensing fees to OHA:
 - For the tourist facility program, fifteen percent (15 %) of the state licensing fee or fifteen percent (15 %) of the county licensing whichever is less collected by county that quarter, in accordance with ORS 446.425;
 - For the pool facility program, in the amount of \$45, for each license issued by the LPHA in that quarter under ORS 448.035 or such other amount agreed upon by the parties;
 - For the restaurant, bed and breakfast facility, commissary, mobile unit and warehouse licensing programs, a predetermined percentage of licensing revenue. For each biennium, this amount is determined by dividing OHA's food program costs by the total projected statewide licensing revenue. Statewide revenue is calculated using marker fees set forth in ORS 624.490. For example for the 2015-2016 biennium OHA's total food program costs were \$739,053. The total projected restaurant licensing revenue for all LPHAs was \$5,276,534. $\$739,053 / \$5,276,534 = 14.01 \%$.
 - For the final invoice of a given fiscal year, LPHA may request an invoice in advance of the actual due date and pay the required licensing fees in advance.
- 6.3 Provide to OHA's Agreement Administrator with each remittance a written summary report that:
 - Describes all work performed with particularity and by whom it was performed;
 - Itemizes and explains each remittance category contained in the report; and
 - Includes the total amount remitted to date by LPHA prior to the current remittance.

SECTION 7. OHA RESPONSIBILITIES

OHA hereby delegates authority to administer the following programs to the LPHA:

- The tourist facility programs in accordance with 446.425;
- The pool facility program in accordance with 448.100(1); and
- The restaurant, bed and breakfast facility, commissary, mobile unit and vending machine licensing programs to the LPHA in accordance with ORS 624.510.

To enable LPHA to carry out its delegated duties under this agreement, OHA shall:

- 7.1 Provide training to LPHA staff including at least one annual conference relating to the food, pool and lodging programs and one in-person regional meeting. OHA will cover the costs for these meetings such as registration, room rental, food and beverages, and speaker fees but will not cover LPHA staff

travel expenses (e.g. lodging, mileage, per diem beyond meals provided, etc.).

- 7.2 Provide a statewide computer licensing and inspection program and database for use by LPHA's. OHA will provide support and technical assistance to users of the system. OHA will develop a communication protocol to provide direction on how to request support and technical assistance from contract vendors or FIPP staff.
- 7.3 Provide at no cost, printed materials required in statute or rule that are necessary to implement the programs and are listed on OHA General Requisition for 34-00A, such as but not limited to handwashing placards, compliance stickers, inspection forms, closure orders and license applications. OHA will consult with the CLEHS to determine additional printing needs.
- 7.4 Ensure access to electronic versions of the administrative rules, food handlers manuals and other educational materials.
- 7.5 Work with the CLEHS, using the Four-Factor Analysis adopted by the federal Department of Health and Human Services to determine which forms and documents need to be translated into Spanish, and which forms and documents will be provided to the LPHA in printed form.

In addition, work with CLEHS using the following Four Factor analysis to determine which forms and documents need to be translated into other languages and applicable timelines. The Four Factors are:

- The number or proportion of limited English proficiency (LEP) persons eligible to be served or likely to be encountered by the LPHA;
- The frequency with which LEP individuals come into contact with the LPHA's environmental health services program;
- The nature and importance of the program, activity or service provided by the LPHA to its beneficiaries; and
- The resources available to OHA and the costs of interpretation/translation services.

LPHA is responsible for translating and/or printing any materials in additional languages to meet their own local needs in compliance with any applicable federal standards.

- 7.6 Provide consultation and technical assistance to LPHA's to support implementation of the administrative rules and other laws enforced by LPHA under this Agreement relating to the food, pool and tourist facility programs.
- 7.7 Provide FIPP standardization and certificate of completion to at least one person in each LPHA as required in OAR 333-012-0060(3).
- 7.8 Provide training to LPHA staff on public pool plan review.
- 7.9 Provide public pool plan review and construction inspection services.
- 7.10 Provide LPHA with information relating to the status of variance applications within the LPHA's jurisdiction and communicate when necessary with LPHA's Environmental Health Supervisor if the status changes.
- 7.11 In September of each year, provide the LPHA with the FPLHS program budget and expenditures and provide a list of all county remittance fees for review at a regularly scheduled CLEHS meeting. Starting July 1, 2017, this information shall be provided on a quarterly basis. Starting July 1, 2019, and

thereafter, this information shall be provided semi-annually. OHA will communicate the amount of the remittance fee by US Mail to the LPHA.

- 7.12 In March of each year convene a workgroup consisting of CLEHS representatives, a local public health administrator and food service industry members to review and provide recommendations for the Annual Foodborne Illness Prevention Program and Public Pool and Tourist Facility Program Plans. OHA staff shall provide the workgroup and CLEHS members with a report summarizing program activities from the previous year.
- 7.13 Consult with CLEHS prior to any substantive modification to the Annual Foodborne Illness Prevention Program and Public Pool and Tourist Facility Program Plans and, in a timely manner, consult with CLEHS regarding any other major changes to those programs that affect the LPHA, to the extent possible and feasible.
- 7.14 Provide personnel to LPHA to perform inspection services in the case of an emergency.
- 7.15 Comply with applicable provisions of ORS 446.310 to 446.350 and 446.990, ORS 448.005 to 448.090, ORS 624.010 to 624.121, 624.310 to 624.430, 624.650 and 624.992, OAR 333, Divisions 12, 14, 29 to 31, 60, 62, 150, 157, 158, 160, 162, 170, and 175.

SECTION 8. CONFLICT RESOLUTION

The Parties agree to meet, in person if possible, to discuss any conflict that arises between the Parties concerning this Agreement and to work in good faith to resolve the matter in a way that is mutually agreeable.

SECTION 9. REVIEW OF AGREEMENT

The Parties will review this Agreement every five years or sooner upon the agreement of both Parties.

SECTION 10. SUSPENSION AND TERMINATION

- 10.1 Either Party may terminate this Agreement upon 180 days written notice to the other Party.
- 10.2 OHA may terminate this Agreement in accordance with OAR 333-012-0070(6) to (8).
- 10.3 If the delegations in this Agreement are suspended or terminated the LPHA must return unexpended portion of the fees collected under ORS 446.425(2), 448.100(2) and 624.510(2) to OHA for carrying out the powers, duties and functions under ORS 446, 448 and 624.
- 10.4 The LPHA may terminate this Agreement if the LPHA requests a transfer of the LPHA's responsibilities to OHA in accordance with ORS 431.382, but such a termination does not take effect until 180 days after OHA receives the request.
- 10.5 Upon termination of this Agreement, LPHA shall have no further obligation to make remittance payments to OHA under this Agreement, except as specified in paragraph 10.3.
- 10.6 Any termination of this Agreement shall not prejudice any obligations or liabilities of either Party accrued prior to such termination.

SECTION 11. AMENDMENTS

- 11.1 The terms of this Agreement may not be waived, altered, modified, supplemented or otherwise amended, in any manner whatsoever, except by written mutual agreement of the Parties.
- 11.2 This Agreement must be amended if the percentages or formulas for remittance in Section 6.2 change.

SECTION 12. NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this

Agreement shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to a Party's Authorized Representative at the address or number set forth in this Agreement, or to such other addresses or numbers as a Party may indicate pursuant to this section.

SECTION 13. SURVIVAL

All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the Parties prior to termination.

SECTION 14. SEVERABILITY

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

SECTION 15. COUNTERPARTS

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

SECTION 16. LIABILITY AND INSURANCE

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

SECTION 17. DAS REPORTING REQUIREMENT

The Parties agree that OHA shall be the Reporting Party for purposes of ORS 190.115, Summaries of Agreements of State Agencies. OHA shall submit a summary of this Agreement to the Oregon Department of Administrative Services through the electronic Oregon Procurement Information Network (ORPIN), within the 30-day period immediately following the Effective Date of the Agreement.

SECTION 18. RECORDS

The Parties shall create and maintain records documenting their performance under this Agreement. The Oregon Secretary of State's Office, the federal government, the other Party, and their duly authorized representatives shall have access to the books, documents, papers, and records of a Party that are directly related to this Agreement for the purposes of making audit, examination, excerpts, and transcripts for a period of six years after termination of this Agreement.

SECTION 19. NO THIRD PARTY BENEFICIARIES

OHA and LPHA are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

SECTION 20. MERGER, WAIVER AND MODIFICATION

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

SECTION 21. SUBCONTRACTS AND ASSIGNMENT

- 21.1 If LPHA intends to contract with a person to perform services or activities required under this Agreement, such person may not perform any function, duty or power of the LPHA related to governance as that is described in OAR 333-014-0580. LPHA must provide notice to OHA in accordance with OAR 333-014-0570(2) and (5) and subcontracts must comply with OAR 333-014-0570(4).
- 21.2 Neither Party may assign, delegate or transfer any of its rights or obligations under this Agreement, without the prior written consent of the other Party.

SECTION 22. INDEMNIFICATION BY SUBCONTRACTORS.

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

SECTION 23. ADDITIONAL PROVISIONS

23.1 Vendor or Sub-Recipient Determination.

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

☐ LPHA is a sub-recipient ☐ LPHA is a vendor ☒ Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: N/A

23.2 LPHA Data and Certification.

- a. **LPHA Information.** LPHA shall provide information set forth below. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

LPHA Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: _____

()

Facsimile: _____

()

Federal Employer Identification Number: _____

Proof of Insurance:

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

The above information must be provided prior to Agreement approval. LPHA shall provide proof of Insurance upon request by OHA or OHA designee.

- b. **Certification.** The LPHA acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the LPHA and that pertains to this Agreement or to the project for which the Agreement work is being performed. The LPHA certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. LPHA further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the LPHA. Without limiting the generality of the foregoing, by signature on this Agreement, the LPHA hereby certifies that:

- (1) The information shown in this Section 23.2., LPHA Data and Certification, is LPHA's true, accurate and correct information;
- (2) To the best of the undersigned's knowledge, LPHA has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

- (3) LPHA and LPHA's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (4) LPHA is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
- (5) LPHA is not subject to backup withholding because:
 - (a) LPHA is exempt from backup withholding;
 - (b) LPHA has not been notified by the IRS that LPHA is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified LPHA that LPHA is no longer subject to backup withholding.

- c. LPHA is required to provide its Federal Employer Identification Number (FEIN). By LPHA's signature on this Agreement, LPHA hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, LPHA is also required to provide OHA with the new FEIN within 10 days.

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

Signatures.

Columbia County

By:

Authorized Signature

Title

Date

State of Oregon, acting by and through its Oregon Health Authority pursuant to ORS 190

By:

Authorized Signature

Title

Date

Approved for Legal Sufficiency:

Shannon Ofallon, Assistant Attorney General

1/5/18

Assistant Attorney General

Date

OHA Program Representative

Authorized Signature

Title

Date

Office of Contracts and Procurement:

Contract Specialist

Date

OREGON HEALTH AUTHORITY
2017-2023 INTERGOVERNMENTAL AGREEMENT
FOR ENVIRONMENTAL HEALTH SERVICES

EXHIBIT A

Subcontractor Insurance Requirements

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

TYPES AND AMOUNTS.

1. **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 \$1,000,000 must be included.
2. **PROFESSIONAL LIABILITY:** Covers any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

Professional liability insurance is required for entities that employ professionals and when professional liability insurance is available for the profession.

3. **COMMERCIAL GENERAL LIABILITY:** Covers bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. 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 OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

- ☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

4. **AUTOMOBILE LIABILITY INSURANCE:** Required for first tier contractors when the scope of work includes transportation. Covers 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 OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

- ☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

5. **ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, 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.
6. **"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 LPHA '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 OHA may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If OHA approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

OREGON HEALTH AUTHORITY
2017-2023 INTERGOVERNMENTAL AGREEMENT
FOR ENVIRONMENTAL HEALTH SERVICES

EXHIBIT B

Required Sub-Contractor Provisions

- 1.** Subcontractor shall comply with all applicable provisions of this Agreement between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and LPHA.
- 2.** Subcontractor shall comply with all applicable federal, state and local laws, administrative rules, ordinances, and regulations.
- 3.** Subcontractor shall make available to OHA or to any Client, any and all written materials in alternate formats in compliance with OHA’s policies or administrative rules. For the purposes of the foregoing, “written materials” includes, without limitation, all work product and subcontracts related to this contract.
- 4.** Unless Subcontractor is a State of Oregon governmental agency, Subcontractor agrees that it is an independent contractor and not an agent of the State of Oregon, OHA or LPHA.
- 5.** Section 22. INDEMNIFICATION BY SUBCONTRACTORS and Exhibit A Subcontractor Insurance Requirements are hereby incorporated into this Exhibit by reference.

**AGREEMENT BETWEEN
COLUMBIA COUNTY AND THE UPPER NEHALEM WATERSHED COUNCIL
FOR APIARY ROAD CULVERT REPLACEMENT AT MILE POST 16.1**

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as the County, and the UPPER NEHALEM WATERSHED COUNCIL, hereinafter referred to as the Watershed Council.

RECITALS

WHEREAS, the culvert on Apiary Road at mile post 16.1 impedes anadromous fish passage on Oak Ranch Creek, preventing access to high quality spawning habitat and impairing stream function;

WHEREAS, the Upper Nehalem Watershed Council (“Watershed Council”) was originally established under the Governor’s Coastal Salmon Restoration Initiative and House Bill 3441 (1995 Regular Session) and is a non-profit 501(c)(3) organization dedicated to conservation and enhancement of the Upper Nehalem Watershed; and

WHEREAS, the Watershed Council has received grant funding for fish passage and salmon habitat improvements on Oak Ranch Creek and has entered into the following grant agreements, which are attached hereto and incorporated herein by this reference:

- (1) Exhibit 1 - Oregon Department of Fish and Wildlife (“ODFW”) Grant No. 53300-801400-0; and
- (2) Exhibit 2 - Oregon Watershed Enhancement Board (“OWEB”) Grant No. 217-1023-14263

WHEREAS, Apiary Road is a County Road and crosses Oak Ranch Creek at mile post 16.1 via an undersized culvert, which creates a full barrier to fish passage and prevents access to quality spawning and rearing habitat in the watershed; and Watershed Council’s grants provide funding for the removal of the culvert and installation of a bridge for Apiary Road; (hereinafter referred to as the “Project”); and

WHEREAS, Columbia County has jurisdiction over Apiary Road, and the Columbia County Road Department has the expertise and is willing to oversee the removal of the culvert and installation of the bridge by preparing engineered designs, procuring goods and services, and contracting with selected contractors; and

WHEREAS, the Watershed Council is willing to pay for the contracted services, supplies and materials for the Projects, with funds awarded from its grant sources; and

WHEREAS, the grant awards require compliance with terms and conditions concerning procurement, contracting, and permitting and licensing, all of which are contained in Exhibits 1 through 2, collectively referred to herein as the “Grant Documents”; and

WHEREAS, the grant agreements also require that the Watershed Council have access to the Project property for compliance monitoring and reporting, and the County has agreed to allow such access to the Project property.

AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants contained herein, the parties hereby agree as follows:

- A. Effective Date.** This Agreement shall become effective when signed by all parties. This Agreement shall remain in effect until December 31, 2018.
- B. Purpose.** The purpose of this Agreement is to set forth the obligations of the Parties related to the management and implementation of the Project. As stated above, the Project includes the removal of the Oak Ranch Creek culvert at Apiary Road mile post 16.1 and the installation of a pre-cast concrete, open-bottom arch bridge (also referred to herein as the “bridge structure”), at the same location. The parties agree that the project will be completed in accordance with this Agreement and the Grant Documents.
- C. Funding.** The Project is funded by the grants described herein. The parties understand that no County funds are obligated for contribution to the project other than the funds identified in the Grant Documents (County approved cash contribution of \$35,000 for crossing and in-kind contribution of \$12,000 for project management/engineering = \$12,000).
- D. County Responsibility.** Pursuant to the terms of this Agreement and in accordance with the terms and conditions of the Grant Documents, the County shall:
 - 1. Prepare contract specifications and bid documents for the installation of the bridge structure, manage procurement process and after obtaining approval from the Watershed Council, award construction contract for the installation of the bridge structure. Prepare contract specifications for the bridge structure and coordinate with the Watershed Council for the procurement of the bridge structure. If the County procures the bridge structure, the County will obtain Watershed Council approval before awarding the contract.
 - 2. Manage construction activities, which include: supervising contractors; inspecting construction work; inspecting and approving bridge structure designs and bridge structures prior to delivery to project site; assuring concrete for bridge and footings is strength-tested; assuring geo-tech is on project site and in consultation with County when bridge footings are set; and submitting data to Oregon Department of Transportation to register the structure in the National Bridge Index.
 - 3. Review all bridge structure submittals for compliance with specifications in a timely manner. County will coordinate delivery of materials (bridge segments) between bridge structure contractor and construction contractor to insure neither

party is delayed. The County will insure poured-in-place footings are approved by bridge structure contractor prior to placement of bridge segments and backfilling.

4. Accept construction materials and services that the County deems are acceptable pursuant to the contract specifications. County will pay contractor with funds advanced from the Watershed Council, and submit copies of all invoices to the Watershed Council on a monthly basis for grant tracking.
5. Allow the Watershed Council reasonable access to the Project properties to perform compliance monitoring and reporting in accordance with the Grant Documents and as approved by the County.
6. Allow representatives of the District, OWEB, and Oregon Department of Fish and Wildlife to access the Project site to perform routine maintenance and monitor Project effectiveness.
7. Cooperate with the Watershed Council to establish compliance with the terms and conditions of the Grant Documents.
8. At the completion of the project, provide to the Watershed Council a package of all construction documents including but not limited to as-built drawings, contractor correspondence, all geo-tech reports and other testing reports, as well as, certified payroll for Watershed Council files.

E. Watershed Council Responsibility.

1. Administer its grants described in this Agreement in compliance with the terms and conditions of the Grant Documents and this Agreement. Immediately notify the County of any amendment or termination of the grant agreements.
2. Obtain necessary permits in accordance with the Grant Documents.
3. Oversee and assume responsibility for all restoration and monitoring activities required by the Grant Documents.
4. Provide funding, technical assistance, materials, and supplies for the Project as needed and in a timely manner. Reimburse the County for its expenses related to services, supplies and materials for the construction contract and bridge structure contract, if procured by the County.
5. Coordinate with the County regarding access to the project properties and timing of work to minimize impact on the County's normal course of activities.
6. Under direction from the County and in accordance with the County's contract specifications, Watershed Council may procure the bridge structure prior to County awarding the construction contract for installation. The County, at its sole

discretion, may procure and award the bridge structure contract. If the County assumes such responsibility, the Watershed Council shall reimburse the County for its costs as provided herein.

7. Inspect all Project work to insure it meets Watershed Council project requirements. Coordinate the correction of any deficiencies with the County Engineer.
8. Assure that all required reports are filed according to deadlines.
9. Inform the County of all future site visits and related work projects.
10. Notify the County at least two weeks in advance of any opportunity to participate in media events and/or Project tours.
11. Utilize available access to the Project site for Project related purposes only.
12. Provide the County with copies of monitoring and project report.
13. Meet the following project implementation schedule (schedule is subject to change at the County's sole discretion):
 - Permits completed and issued by November 2018 (Watershed Council)
 - Construction specifications completed December 2018 (County)
 - Bid Advertisement, January 2018 (County)
 - Contract Award, February 2018 (County)
 - Contractor submits structure plans for review, March 2018 (County)
 - Funds to Columbia County, June 15, 2018 (Watershed Council)
 - Construction Begins, July 2018 (County)
 - Roadway must be open to traffic by mid-August 2018 as Hood To Coast is in late August (County)
14. Advance 90% of Engineer estimate to County minus already procured items for project management and payment to contractor. Present funds to County June 15, 2018.
15. When retainage is returned to contractor, all remaining funds will be returned to Watershed Council, no later than October 15, 2018.

G. Construction, Monitoring and Permits. All construction and monitoring work shall be conducted according to a mutually acceptable plan, as developed by the Watershed Council and the County. The Parties shall work together to ensure that all required permits are secured prior to Project work.

H. Contract Representatives. Contract representatives for this Agreement are the following:

<p>FOR COUNTY:</p> <p>Tristan Wood Engineering Project Coordinator Columbia County Road Department 1054 Oregon Street St. Helens, OR 97051 503-397-5090</p>	<p>FOR WATERSHED COUNCIL:</p> <p>Maggie Peyton Executive Director/Project Manager Upper Nehalem Watershed Council 1201 Texas Ave., Suite A Vernonia, OR 97064 503-396-2046</p>
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All written correspondence, such as notices and responses to notices, shall be sent to the above addresses. Representatives of the parties to this Agreement may be changed. However, changes are not effective unless written notice has been provided to all the parties to this Agreement.

- I. Termination.** This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. Any termination of this Agreement will not prejudice the rights or obligations accrued to the parties prior to termination.
- J. Amendments.** This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties.
- K. Indemnification.** Subject to the limitations of the Tort Claims Act, ORS 30.260 *et seq.*, and Article XI, Section 10 of the Oregon Constitution, the parties shall indemnify, defend and hold each other, their officers, agents and employees, harmless from and against all third party claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected to their failure to perform their obligations under this Agreement. Watershed Council shall also require its contractors and subcontractors, if any, to indemnify, defend and hold harmless the County and its officers, agents and employees from and against all third party claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected to the work performed under this Agreement.
- L. Insurance.** The Watershed Council shall maintain and shall require its contractors and subcontractors performing work on the Project to maintain comprehensive general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Watershed Council and its contractors and subcontractors shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Watershed Council agrees to notify County immediately upon notification to Watershed Council that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Agreement.
- M. No Employee/Employer Relationship.** In the performance of this Agreement, County

employees shall not be considered Watershed Council employees, and Watershed Council employees shall not be considered County employees.

- N. Nonassignment; Third Party Beneficiaries.** This Agreement may not be assigned to third parties. There are no third party beneficiaries of this Agreement.
- O. Nonwaiver.** The failure of any party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision of this Agreement.
- P. Time of the Essence.** The parties agree that time is of the essence in this Agreement.
- Q. Choice of Law.** This Agreement shall be governed by the laws of the State of Oregon.
- R. Venue.** Venue relating to this Agreement shall be in the circuit court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
- S. Severability.** If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remainder of this Agreement.
- T. Counterparts.** This agreement may be executed in several counterparts, all of which taken together shall constitute one Agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart. In addition, facsimile counterparts shall be effective with the same force as original counterparts, except that original counterparts shall be delivered as soon as practicable to replace any facsimile counterpart.
- U. Entire Agreement.** This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind any party unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not contained within the terms of this

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Agreement. The parties, by signature of their authorized representatives below, hereby acknowledge that they have reviewed and understand and agree to the terms and conditions of this Agreement.

**UPPER NEHALEM WATERSHED
COUNCIL**

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

By: _____
Maggie Peyton, Executive Director

By: _____
Henry Heimuller, Chair

Date: _____

By: _____
Margaret Magruder, Commissioner

Approved as to form

By: _____
Alex Tardif, Commissioner

By: _____
Office of County Counsel

Date: _____

EXHIBIT 1

SCREENING AND PASSAGE PROGRAM (S&P) Oregon Department of Fish and Wildlife Cost Share Grant Agreement Upper Oak Ranch Crossing

Project #: P-01-0507
Cost Code/Grant #: 53300-801400-0
ODFW Allocation: \$285,000
Grantee Share: \$540,221
Total Project: \$825,221
Expiration Date: 12/31/2017

Authorization. The Oregon Department of Fish and Wildlife enters into this Cost Share Grant Agreement (Agreement) under the authority of ORS 498.306, ORS 498.326 and ORS 190.110. This serves as the agreement between the State of Oregon (State), acting by and through its Oregon Department of Fish and Wildlife (Department), and Upper Nehalem Watershed Council, (Grantee), in consideration of the mutual covenants contained herein.

Purpose. The purpose of this Agreement is to reimburse the Grantee for the work restoring anadromous and resident fish passage and natural stream functions underneath Apiary Road (Columbia County) at mile post 15.7 at river mile 3.5 of Oak Ranch Creek. (the Project). The Project is more fully described in Exhibit A (Statement of Work). The Project is estimated to cost **\$825,221 (\$285,000 Department / \$540,221 Grantee)**.

Effective Date and Duration. The effective date of this Agreement is the date of the last signature hereto, and unless terminated or extended, expires when the Department accepts the Grantee's completed work or on **12/31/2017**, whichever date occurs first.

The Department shall not pay the Grantee for any work performed before the effective date or after the expiration date of this Agreement.

Oregon Prevailing Wage Rate Law Grantee may be required to comply with Oregon's prevailing wage rate law. ORS 279C.800- 279C.870. This law requires that entities using public funds for public works must pay not less than the prevailing rate of wage for an hour's work, including fringe benefits, in the same trade in the locality where the work is performed. Contracts not exceeding \$50,000 are exempt from prevailing wage rate laws and nonprofit organizations are exempt for work other than construction. Public works is defined as including "roads, highways, buildings, structures and improvements of all types, the construction, reconstruction, major renovation or painting of which is carried on or contracted for by any public agency to serve the public interest . . ." ORS 279C.800(6)(a). Construction is defined as "the initial construction of buildings and other structures, or additions thereto, and of highways and roads." OAR 839-025-0004(5) Failure to comply with prevailing wage rate laws could result in Grantee being liable to the workers affected in the amount of their unpaid minimum wages, including all fringe benefits, and in an additional amount equal to unpaid wages as liquidated damages.

Agreement Documents. This Agreement consists of the following documents: this Agreement less all exhibits, **Exhibit A** (Statement of Work), **Exhibit B** (Project Budget Sheet), **Exhibit C** (Grantee's Cost-share Application to the Department), and **Exhibit D** (Grantee's Request for Release of Funds). **Exhibits A through D** are attached hereto and incorporated by this reference. In the event that Exhibit C conflicts with any other document(s) of this Agreement, the other document(s) shall control.

I. DEPARTMENT ACTIONS

- A. Provide Funds.** The Department shall pay the Grantee the total sum **not to exceed \$285,000, or 60% of the Project costs, whichever is less**, to reimburse the Grantee for part of the costs of the Project.

The Department shall withhold ten percent (10%), \$28,500 until the Project has been considered completed and been inspected by the Department. The amount of the remaining reimbursement will be made through one final payment.

- B. Payment Procedure.** The Department shall pay the Grantee under this Agreement as follows:

1. The Department may make incremental payments to the Grantee based upon the percent the project is complete and, the Grantee's submission of Exhibit D (Grantee's Request for Release of Funds), pursuant to Section II.I. of this Agreement.

2. The Department shall pay the Grantee within forty-five (45) days of the Grantee's submission of Exhibit D (Grantee's Request for Release of Funds). If the Department has questions about or concerns with the submission, the Department's Field Coordinator shall contact the Grantee.

Notwithstanding any other term of this Agreement, the Department may not pay the Grantee for a submission until the Department's Field Coordinator has reviewed and approved that submission.
3. **The Department may not pay the Grantee for submissions delivered to the Department more than forty-five (45) days after the expiration of this Agreement.**
4. The Department will not reimburse the Grantee for any travel or rental vehicle costs.

II. GRANTEE ACTIONS

- A. **Administration of Costs.** The Grantee shall be responsible for proper administration of all costs associated with the Project throughout the term of this Agreement.
- B. **Management and Construction.** The Grantee shall be responsible for the management and construction of the Project and related facilities throughout the term of this Agreement.
- C. **Oversight.** The Grantee shall oversee the Project with due diligence.
- D. **Complete Tasks.** The Grantee shall complete the tasks described in Exhibit A (Statement of Work).
- E. **Contribute.** The Grantee shall contribute **all Project costs that exceed the amount of the Department's reimbursement as specified under Section I.A. of this Agreement.** All in-kind contribution shall be documented to the Department with each submission of Exhibit D (Grantee's Request for Release of Funds) by the Grantee.
- F. **Use of Funds.** The Grantee agrees that the money provided by the Department under this Agreement may be used only for the purposes specified in Exhibit A (Statement of Work), unless the parties amend Exhibit A (Statement of Work) pursuant to Section III.O. of this Agreement.
- G. **Funds Available and Authorized; Payments.** The Grantee understands and agrees that the Department's payment of amounts under this Agreement is contingent on the Department receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow the Department, in the exercise of its reasonable administrative discretion, to make payments under this Agreement.
- H. **Accounting.** The Grantee shall apply generally accepted accounting procedures (GAAP) to provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. The Grantee shall establish or cause to be established controls which are adequate to ensure that all expenditures reimbursed by the Department under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- I. **Requests for Reimbursement.**
 1. The Grantee shall submit Exhibit D (Grantee's Request for Release of Funds), including itemized accounting invoices, to the Department's Project Coordinator identified in Section III.T. of this Agreement for each request for reimbursement under this Agreement. Each submission must include itemized accounting invoices explaining how the requested funds have been spent.
 2. The itemized accounting invoices referenced in Section II.I.1. of this Agreement shall include a listing of expenditures in each of the categories listed in Exhibit B (Project Budget Sheet), and shall list the dates upon which expenditures occurred.
 3. The Department's processing of non-itemized and/or incomplete submissions will be delayed until the Grantee supplies correct information to the Department.
 4. The Grantee shall look solely to the Department for payment under this Agreement. The Grantee shall not be paid by any agency or department of State other than the Department for work performed under this Agreement.
- J. **Cost Overruns Due to Unauthorized Project Changes or Increased Costs.** If the Grantee changes the Project without first amending this Agreement pursuant to Section III.O., costs related to such changes shall be charged to the Grantee as cost overruns. Additionally, if the Grantee incurs costs that exceed the maximum amount the Department has agreed to pay in Section I.A. of this Agreement without first amending this Agreement pursuant to Section III.O., such costs shall be charged to the Grantee as cost overruns. Cost overruns shall be the sole obligation of the Grantee.

Notwithstanding the foregoing, the Department may in its sole discretion reimburse the Grantee for cost overruns. The Department may also deny requests for reimbursement for cost overruns for any reason. **The Department strongly recommends that the Grantee contact the Department to discuss amending this Agreement to avoid cost overruns before they occur.**

Retroactive review by the Department of any Project changes made by the Grantee prior to an amendment pursuant to Section III.O. of this Agreement shall be solely for the purpose of assuring that the integrity of the Project based on this Agreement is preserved; and to assure that the Project has not deviated to a purpose and use not intended by this Agreement. Review of Project changes prior to an amendment shall not require payment by the Department notwithstanding the fact that the changes may be associated with the Project.

- K. **Notice of Changes.** The Grantee shall immediately notify the Department pursuant to Section III.T. of this Agreement when there is a proposed change order, cost modification or adjustment or any other proposed change to the Project that will change, modify or materially affect the total estimated cost or other component of the Project as described in Exhibit A (Statement of Work).

Notice of changes to the Project to other entities participating in the Project are not, and may not be construed as, notice to the Department notwithstanding the fact that those entities are State or Federal agencies.

- L. **Access to Project Site.** The Grantee shall allow the Department and its designated representatives access to the Project site to monitor and evaluate the Project as the Department determines is necessary.
- M. **Contractor Performance Bond.** If the Grantee selects a contractor, other than the Grantee, to perform construction of the Project, the Grantee shall require the contractor to obtain a performance bond in the amount of its construction contract from a surety company authorized to do business in Oregon.

III. GENERAL TERMS AND CONDITIONS.

A. **Termination.**

1. **Termination for Convenience by the Grantee.** The Grantee may terminate this Agreement at any time upon thirty (30) days prior written notice to the Department pursuant to Section III.T. of this Agreement; however, within thirty (30) days of such termination, the Grantee shall reimburse by check payable to the Department all payments to the Grantee by the Department under this Agreement.
2. **Termination for Convenience by the Department.** The Department may terminate this Agreement at any time upon thirty (30) days prior written notice to the Grantee pursuant to Section III.T. of this Agreement. Within thirty (30) days of such termination, the Department shall reimburse the Grantee for work performed or completed, under this Agreement, prior to the date of the notification of termination of this Agreement.
3. **Termination for Cause by the Grantee.** The Grantee may terminate this Agreement at any time upon thirty (30) days prior written notice to the Department pursuant to Section III.T. of this Agreement if the Department commits any material breach or default of any covenant or obligation under this Agreement, and the Department fails to cure the material breach or default within twenty one (21) days of receipt of notice; however, within thirty (30) days of such termination, the Grantee shall reimburse by check payable to the Department all payments to the Grantee by the Department under this Agreement.
4. **Termination for Cause by the Department.** The Department may terminate this Agreement at any time upon thirty (30) days prior written notice to the Grantee pursuant to Section III.T. of this Agreement if:
 - a. The Department does not receive funding at the levels necessary to complete the Project;
 - b. Any of the design, permitting, or construction of the Project is not pursued with due diligence;
 - c. Any fee title to or other interest in the construction site is not sufficient, legal, and valid;
 - d. The construction of the Project is not permissible under state, federal or local law;
 - e. The Grantee does not abide by the nondiscrimination and affirmative action provisions of this agreement;
 - f. The Grantee otherwise commits any material breach or default of any covenant, warranty, obligation, certification or agreement under this Agreement, fails to perform the Project under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Project as to endanger the Grantee performance under this Agreement in accordance with its terms, and the Grantee fails to cure the material breach or default within fourteen (14) days of receipt of notice.

Upon receiving a notice of termination under Section III.A.3. of this Agreement, the Grantee shall immediately cease all activities under this Agreement, unless the Department expressly directs otherwise in its notice of termination. Upon termination of the Agreement, and at the Department's request, the Grantee shall surrender to

anyone the Department designates, all documents, objects or other tangible things in the Grantee's possession or contract that may be needed to complete the Project.

Within thirty (30) days of termination under Section III.A.3. of this Agreement, the Grantee shall reimburse by check payable to the Department all payments to the Grantee by the Department under this Agreement.

- B. **Force Majeure.** Neither the Department nor the Grantee shall be responsible for any breach or for any delay in the performance of any obligation under this Agreement caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. The Grantee shall, however, make all reasonable efforts to remove or eliminate the cause of the Grantee's delay or breach and shall, upon the cessation of the cause, continue performing under this Agreement.
- C. **No Third Party Beneficiaries.** The Department and the Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or may be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- D. **Records Maintenance; Access.** The Grantee shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the Grantee shall maintain any other records pertinent to this Agreement so as to clearly document the Grantee's performance. The Grantee acknowledges and agrees that the Department and the Oregon Secretary of State's Office and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the Grantee that are pertinent to this Agreement, to perform examinations and audits, and make excerpts and transcripts. The Grantee shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of six (6) years or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- E. **Disallowed Costs.** The Grantee agrees that any payment or payments made under this Agreement shall be subject to reduction for amounts that are found on the basis of any audit examination not to constitute allowable costs. The Grantee shall refund by check payable to the Department the amount of such reduction under the completed, amended or terminated Agreement.
- F. **Overpayment.** In the event that the amounts of the Department's payments to the Grantee exceed the reimbursable expenses presented by the Grantee to the Department, the Grantee agrees to refund the excess payments by check payable to the Department within thirty (30) days.
- G. **Dual Payment.** The Grantee shall not be compensated for or receive any other form of dual payment for work performed under this Agreement from any agency of the State or the United States of America or any other party.
- H. **Attorney Fees.** Except for defense costs and expenses pursuant to Section III.M. of this Agreement, no party is entitled to recover attorney fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Agreement.
- I. **Governing Law; Venue; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of State without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, Claim) between the Department (and/or any other agency or department of State) and the Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon, and the Grantee hereby consents to the in personam jurisdiction of such courts, waives any objection to venue in such courts, and waives any claim that such forum is an inconvenient forum; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this provision or any other provision of this Agreement be construed as a waiver by State of any form of defense or immunity, whether it is 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.
- J. **Compliance with Workers' Compensation.** The Grantee shall require that all employers, including the contractor (the Grantee, or if other than the Grantee), that employ subject workers who work under this Agreement in State shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless the employers are exempt under ORS 656.126(2). The Grantee and the contractor (if other than the Grantee) shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with, these requirements.
- K. **Compliance with Applicable Law/Nondiscrimination/Model Assurance Statement.**

1. The Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the Grantee's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time.
 2. Without limiting the generality of the foregoing, the Grantee expressly agrees to comply with: (i) Executive Order 11246, Equal Employment Opportunity; (ii) Drug Free Workplace Act of 1988, P.L. 110-690; (iii) Title VI of Civil Rights Act of 1965; (iv) Section V of the Rehabilitation Act of 1973; (v) the Americans of Disabilities Act of 1990 and ORS 659.425; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
 3. The Department's performance under this Agreement is conditioned upon the Grantee's compliance with the obligations required for public contracts under ORS 279B.220, 279B.225, 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated by reference herein. The Grantee shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled plastic resin products and recycled products (as recycled product is defined in ORS 279A.010(1)(gg)).
 4. The Grantee offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the Grantee on the basis of race, color, national origin, age, sex (in education activities) or disability.
- L. **Sub-contracts Compliance with Applicable Law.** Any underlying sub-contracts to perform work consistent with this Agreement shall be awarded by the Grantee based on a competitive Public Contracting (Procurement) process, consistent with the Oregon statutory and regulatory requirements applicable to the Public Contracting Oregon Revised Statutes, ORS 279A, 279B and 279C, or such other process that encourages competition, openness and impartiality and is approved by the Department.
- M. **Indemnification.** THE GRANTEE AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY STATE AND ITS DEPARTMENTS, AGENCIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE RESULTING FROM, ARISING OUT OF OR RELATING TO THE ACTS OR OMISSIONS OF THE GRANTEE, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS AGREEMENT.
- N. **State Tort Claims Act.** The parties agree that the Grantee is not an officer, employee, or agent of the state as those terms are used in ORS 30.265.
- O. **Amendments; Waiver.** This Agreement may be amended to the extent permitted by applicable statutes and administrative rules. No waiver, consent, or amendment of terms of this Agreement shall bind either party unless in writing and signed by the Department and the Grantee, and all necessary approvals have been obtained. The Grantee shall execute a Certificate of Compliance regarding tax certification each time this Agreement is renewed or extended by the parties, as per Section III.W. of this Agreement. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
- P. **Representations and Warranties.** The Grantee hereby represents and warrants that:
1. The Project shall be performed in a timely manner by qualified personnel in accordance with applicable professional standards.
 2. The Grantee has the authority to enter into and perform in accordance with this Agreement and that this Agreement, when executed and delivered, is a valid and binding obligation of the Grantee that is enforceable in accordance with its terms.
- Q. **Binding Agreement.** The provisions of this Agreement shall be binding upon and shall inure to the benefits of the Department and the Grantee and the respective successors and assigns.
- R. **Severability.** The Department and the Grantee agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, 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 illegal or invalid.
- S. **Integration.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the parties on the subject matter thereof and merges all prior and contemporaneous communications with respect to such subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
- T. **Notice.** Notices under this Agreement shall be given in writing by personal delivery, express courier, facsimile, or United States Postal Service, postage prepaid, to the Grantee or the Department at their respective address or

number set forth below, or to such other addresses or numbers as each party may designate for itself in writing. Any notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice delivered by facsimile shall be deemed to be given on the day the transmitting machine generates a receipt of a successful transmission of the notice, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours. Any notice given by personal delivery or express courier shall be deemed to be given immediately upon such delivery, provided such delivery is made to the person indicated below:

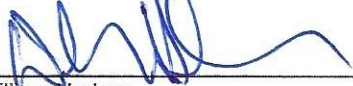
Department: Oregon Department of Fish and Wildlife
Project Coordinator – Marty Olson
3561 Klindt Dr.
The Dalles, OR 97058
Fax: 541-296-7889

Grantee: Upper Nehalem Watershed Council
Attn: Maggie Peyton
1201 Texas Ave. Suite A
Vernonia, OR 97064

- U. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- V. **Survival.** In addition to all provisions which by their nature extend beyond termination or full performance, the following provisions shall remain in effect beyond any termination or full performance: Sections I.B., II.I., III.C. through III.I., III.M., III.N., III.P. and III.Q.
- W. **Tax Certification.** The individual signing this Agreement for the Grantee swears or affirms, under penalty of perjury, that he or she is authorized to act on behalf of the Grantee, has authority and knowledge regarding the payment of taxes, and that the Grantee is, to the best of his or her knowledge, not in violation of any Oregon tax laws. For purposes of this certification, 'Oregon tax laws' means those programs listed in ORS 305.380(4). The Grantee shall execute this certification each time this Agreement is renewed or extended by the parties.

STATE OF OREGON:

Acting By and Through the Oregon
Department of Fish and Wildlife


By: 
William Herber
Deputy Director for Administration

Date: **DEC 22 2015**

Address:

Attention – Procurement Section
4034 Fairview Industrial Dr SE
Salem, OR 97302

GRANTEE:

By: 
Title: Executive Director

Date: 12-16-15

Address:

72-1536873
Federal Employer Identification #

Template approved for Legal Sufficiency by Paul Logan,
Assistant Attorney General, via e-mail dated
February 19, 2009

EXHIBIT A STATEMENT OF WORK

[Upper Oak Ranch Crossing] / [P-01-0507]

Project Objective:

This project restores anadromous and resident fish passage and natural stream functions underneath Apiary Road (Columbia County) at mile post 15.7 at river mile 3.5 of Oak Ranch Creek. Replacing the 8' diameter x 120' long corrugated metal pipe with an open bottom 11.6'H x 39.0'W x 115.0'L concrete box culvert will make accessible 9.5 miles of productive aquatic mainstream and tributary habitat. Coho salmon are the primary species of interest, as this project is located within the Oregon Coast ESU for Coastal Coho Salmon. Oak Ranch Creek also supports summer/fall run Chinook, winter steelhead, coastal cutthroat trout, and lamprey species. Upstream of barrier a series of well-established Beaver complexes and healthy riparian areas occur on ODF lands and in Camp Wilkerson increasing habitat quality, quantity and production potential (map attached).

Scope and Description of Work:

The purpose of this project is to restore fish passage underneath Apiary Road (Columbia County) at river mile 3.5 on Oak Ranch Creek allowing unconditional year around fish passage to native Coho, Summer/Fall Chinook, Winter Steelhead, Cutthroat Trout and Pacific Lamprey migration. Restored passage reopens 6.5 miles of mainstream (+3 miles of tributary) essential spawning, rearing and refuge salmon habitat (map attached). Passage will be restored by replacing the undersized culvert with an open bottom precast concrete arch engineered to allow for natural stream simulation at 1.5x the active channel width.

Need:

The existing culvert structure (constructed in 1996) doesn't meet state or federal fish passage standards. Columbia County Road Department has an aging transportation infrastructure county wide and does not have the means (financial/engineering staff) to address this fish barrier in a timely manner. Without assistance from the Upper Nehalem Watershed Council and partners the county has no choice but to forgo replacement until failure is imminent. Replacement of this failing culvert will provide an immediate benefit to fish including Northern Coastal Coho listed under the Endangered Species Act.

Restoring fish passage at this location completes the basin wide effort to restore fish passage throughout the Oak Ranch Creek basin. Columbia County restored passage at river mile 0.63 in the summer of 2009. The Oregon Department of Forestry recently restored passage at river mile 6.53 to headwater reaches. UNWC, ODFW and Columbia County have formed a partnership to restore passage at river mile 1.82 in summer 2015. The barrier at river mile 3.5 is the last culvert to be replaced.

Removal of the remaining barrier will provide unconditional access to the entire Oak Ranch system including highly productive headwater reaches containing some of best Coho salmon rearing habitat in the Upper Nehalem watershed. Oak Ranch Creek also provides significant rearing/refuge for juvenile salmon to escape lethal temperatures known to occur in the mainstream in the Nehalem River in the summer months.

History:

Historically the lower portion of Apiary Road was a railroad grade (old growth timber extraction) and the stream crossings were trestles. At some point the trestles were replaced with culverts as Apiary road was developed as a county road providing access from the Nehalem valley to Hwy 30 in Rainier along the Columbia river. Apiary Road currently is used as the primary haul route for log and chip trucks transporting loads to Longview, Washington. The culvert crossing at river mile 3.5 blew out during the 1996 North Coast catastrophic flood event. The culvert was replaced by the county during an emergency action to restore use of Apiary Road. The culvert that was put in place during this emergency is undersized and perched creating the juvenile and adult salmon barrier that exists now.

Design and techniques:

Crossing structure is designed (by LCE approved by Col Co.) to maintain a minimum of 1'-0" of clearance during the 100 year flood event. Structure is designed to allow natural streambed simulation conditions without risk of scour or damage from reasonable debris flows. The proposed clear channel width exceeds NOAA fish passage standards 1:5X ACW and exceeds ODFW standards 1:1 ACW. ACW is 22' through crossing profile with ConSpan structure being 38' at base arching to a 36' across top of span (designs attached).

Timeline and Period of Performance:

Project Start Date: Date of Last Signature

Project End Date: 12/31/2017

Grantee Responsibilities:

Grantee will be responsible for all project related activities, including but not limited to coordination of all project contractors who will be working on site, and any purchasing of project components and/or materials. The Grantee will also be responsible for project administration which includes tracking and submitting appropriate project invoices. Grantee will coordinate closely with ODFW throughout the duration of this project for partial payments and periodic project inspections.

ODFW Responsibilities:

ODFW will provide funding for this fish passage project on a partial payment schedule. ODFW will review invoices submitted by the applicant and provide funding based upon these invoices. ODFW will not be responsible for any work that is done on site, ODFW's primary role in this project is to provide funding. ODFW will conduct a final inspection of the project upon completion to verify project criteria compliance.

Project Payment/Billing Schedule:

Partial Payments

Notes:**Project Cost:**

Funding Source	% of Cost	Project Cost
Applicant	65.46	\$540,221.00
ODOT	34.54	\$285,000.00

For detailed breakdown of project costs see Project Budget Estimate.

Grantee Information:

Project Applicant:

Title:

Business Name:

Address:

Work Phone:

Fax:

Email:

Peyton, Maggie

Principle Executive/Watershed Council Coordinator

Upper Nehalem Watershed Council

1201 Texas Ave. Suite A
Vernonia, OR 97064

503-429-0869

503-429-0568

maggie@nehalem.org

Project Contact (if different):

Same as Applicant Details.

ODFW Information:

Field Coordinator:

Address:

Work Phone:

Fax:

Email:

Olson, Marty

3561 Klindt Dr
The Dalles, OR 97058

541-296-8026

541-296-7889

Martin.P.Olson@state.or.us

EXHIBIT B - BUDGET

ODFW USE ONLY	Title: Upper Oak Ranch Crossing	Project #: P-01-0507
Project Type: P	Activity: Construction	Amount: \$825,221.00
		Date received: 9/9/2015 1:45:05 PM

Applicant Section	PROJECT BUDGET				
This section describes work that will be completed by the Applicant and their initial outlay of the estimated project cost. The amount of funding provided for this project by all parties is described in the budget summary below.					
PERSONNEL					
Description	Work By	Rate	Quantity	Units	Amount
UNWC Project Manager	Applicant	\$40.00	337.50	Hour	\$13,500.00
Sub-Total1:					\$13,500.00
PROJECT SUPPLIES & MATERIALS					
Description	Work By	Rate	Quantity	Units	Amount
24" Diversion Pipe, Pumping, and Check Dam	Applicant	\$4,000.00	1.00	Each	\$4,000.00
Sediment Control Fencing	Applicant	\$5.00	300.00	Feet	\$1,500.00
Rock	Applicant	\$25.00	165.00	Cubic Yards	\$4,125.00
Asphalt	Applicant	\$3.00	2400.00	Square Feet	\$7,200.00
Structural Fill Material	Applicant	\$20.00	4800.00	Cubic Yards	\$96,000.00
Structure, (Box Culvert, Footings, and Wingwalls)	Applicant	\$454,000.00	1.00	Each	\$454,000.00
Erosion Control Fabric	Applicant	\$6.00	750.00	Square Feet	\$4,500.00
Sub-Total2:					\$571,325.00
EQUIPMENT					
Description	Work By	Rate	Quantity	Units	Amount
Crane (Mobilization and 10 days on site)	Applicant	\$24,000.00	1.00	Lump Sum	\$24,000.00
Sub-Total2:					\$24,000.00
OTHER					
Description	Work By	Rate	Quantity	Units	Amount
Equipment Mobilization	Applicant	\$3,000.00	1.00	Each	\$3,000.00
Site Clearing	Applicant	\$150.00	16.00	Hour	\$2,400.00
Construction Survey	Applicant	\$80.00	30.00	Hour	\$2,400.00
Construction Area Cleanup	Applicant	\$45.00	80.00	Hour	\$3,600.00
Fish Blocking Nets	Applicant	\$200.00	4.00	Each	\$800.00
Site Cleanup	Applicant	\$50.00	60.00	Hour	\$3,000.00
Utility Adjustments	Applicant	\$2,000.00	1.00	Each	\$2,000.00
Streambed Gravel	Applicant	\$30.00	80.00	Cubic Yards	\$2,400.00
Disposal of existing culverts	Applicant	\$2,400.00	1.00	Each	\$2,400.00
5% contingency	Applicant	\$39,296.00	1.00	Each	\$39,296.00
Sub-Total3:					\$61,296.00
CONTRACTED SERVICES					
Description	Contracted By	Rate	Quantity	Units	Amount
Field Engineer	Applicant	\$125.00	64.00	Hour	\$8,000.00
Excavation	Applicant	\$250.00	140.00	Hour	\$35,000.00
Shoring and Stabilization	Applicant	\$175.00	60.00	Hour	\$10,500.00
Structure Installation	Applicant	\$56,000.00	1.00	Each	\$56,000.00
Materiel Trucking	Applicant	\$6.00	6000.00	Cubic Yards	\$36,000.00
Traffic Control	Applicant	\$4,800.00	1.00	Each	\$4,800.00
Streamchannel Re-construction	Applicant	\$4,800.00	1.00	Each	\$4,800.00
Sub-Total4:					\$155,100.00

Total Applicant Outlay (adds subtotals 1-4):	\$825,221.00
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ODFW Section	PROJECT BUDGET					
This section describes work that will be completed by ODFW and their initial outlay of the estimated project cost. The amount of funding provided for this project by all parties is described in the budget summary below.						
PERSONNEL						
Description		Work By	Rate	Quantity	Units	Amount
Sub-Total1:						\$0.00
PROJECT SUPPLIES & MATERIALS						
Description		Work By	Rate	Quantity	Units	Amount
Sub-Total2:						\$0.00
EQUIPMENT						
Description		Work By	Rate	Quantity	Units	Amount
Sub-Total2:						\$0.00
OTHER						
Description		Work By	Rate	Quantity	Units	Amount
Sub-Total3:						\$0.00
CONTRACTED SERVICES						
Description		Contracted By	Rate	Quantity	Units	Amount
Sub-Total4:						\$0.00
Total ODFW Outlay (adds subtotals 1-4):						\$0.00

Budget Summary			
This section describes the amount of funding that is expected to be provided for this project by all parties. ODFW is responsible for the ODFW portion of project funding, and the applicant is responsible to provide all remaining funds. Any initial outlay by ODFW that exceeds the ODFW funding amount will be reimbursed to ODFW by the applicant. The project budget sections above describes who will provide the initial outlay of the estimated project cost.			
Applicant Funding Sources			
Source Type	Description	Is Funding Secured?	Amount
Applicant Cash	ODFW R&E Grant	No	\$54,000.00
Applicant Cash	Columbia County	Yes	\$35,000.00
Applicant Inkind	Upper Nehalem Watershed Council	Yes	\$13,000.00
Applicant Cash	OWEB	No	\$438,221.00
Total Applicant Share:			\$540,221.00
Requested Amount from ODFW:			\$285,000.00

ODFW USE ONLY	ODFW Funds			
Funding Source	Cost Code	\$ P/S Amount	\$ S/S Amount	\$ Total Amount
ODOT	53300-801400-0	\$0.00	\$285,000.00	\$285,000.00
Total ODFW Funding:				\$285,000.00
Applicant Share:				\$540,221.00
ODFW Share(34.54):				\$285,000.00
Total Funding:				\$825,221.00
Total Project Budget:				\$825,221.00

EXHIBIT C - APPLICATION

Fish Screening and Passage Program

Oregon Department of Fish and Wildlife



Cost Share Grant Application



ODFW USE ONLY

Title: Upper Oak Ranch Crossing

Project #: P-01-0507

Project Type: P

Activity: Construction

Amount: \$825,221.00

Date received: 9/9/2015 1:45:05 PM

APPLICANT- Fill In	CONTACT INFORMATION	
APPLICANT, CO-APPLICANT, PROJECT CONTACT, DIVERSION OWNER	Name: Peyton, Maggie	Work phone: 503-429-0869
	Title: Principle Executive/Watershed Council Coordinator	Home phone:
	Business Name: Upper Nehalem Watershed Council	Cell/Other: 503-396-2046
	Mailing Address: 1201 Texas Ave. Suite A	Fax: 503-429-0568
	City/State/Zip: Vernonia, OR 97064	Email: maggie@nehalem.org
LAND OWNER DETAILS	Name: Wood, Tristan	Work phone: 503-397-5090
	Title: Project Engineering Coordinator	Home phone:
	Business Name: Columbia County Road Dept.	Cell/Other:
	Mailing Address: 1054 Oregon Street	Fax: 503-397-7215
	City/State/Zip: St. Helens, OR 97051	Email: Tristan.Wood@co.columbia.or.us

Applicant- Fill In	DIVERSION DETAILS				
Diversion Name: Upper Oak Ranch/Apiary Rd. Crossing	Diversion Flow Relative to Stream Flow (%): 100.000				
GPS Based Diversion Location					
Latitude: 45.94727	Longitude: 123.09912				
Digitally Derived Diversion Location					
Latitude: 45.94728	Longitude: -123.09913	County: Columbia			
Basin: North Coast	District: North Coast	Stream: Oak Ranch Creek			
Township:	Range:	Section:			
Quarter:	Stream Mile: 0	House District: 31			
Senate District: 16	HUC: 17100202	Watershed Council Area: Upper Nehalem Watershed Council			
LLID: 1231658459461	Tributary Of: Nehalem River				
Notes:					
Water Rights					
Water Permit Number	Water Permit Date	Water Certificate Number	Water Certificate Date	Water Right CFS	Comments
123456	1/1/2015	123456	1/1/2015	0.00	The information entered is a placeholder only.
Total Water Right CFS:				0.00	
Water Use					
Water Use	Water Period	Description			

Other	Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec	There is no water use at this location. Project is a fish passage barrier removal.
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Applicant- Fill In

PROJECT INFORMATION

Summary: This project restores anadromous and resident fish passage and natural stream functions underneath Apiary Road (Columbia County) at mile post 15.7 at river mile 3.5 of Oak Ranch Creek. Replacing the 8' diameter x 120' long corrugated metal pipe with an open bottom 11.6'H x 39.0' W x 115.0'L concrete box culvert will make accessible 9.5 miles of productive aquatic mainstream and tributary habitat. Coho salmon are the primary species of interest, as this project is located within the Oregon Coast ESU for Coastal Coho Salmon. Oak Ranch Creek also supports summer/fall run Chinook, winter steelhead, coastal cutthroat trout, and lamprey species. Upstream of barrier a series of well-established Beaver complexes and healthy riparian areas occur on ODF lands and in Camp Wilkerson increasing habitat quality, quantity and production potential (map attached).

Purpose: The purpose of this project is to restore fish passage underneath Apiary Road (Columbia County) at river mile 3.5 on Oak Ranch Creek allowing unconditional year around fish passage to native Coho, Summer/Fall Chinook, Winter Steelhead, Cutthroat Trout and Pacific Lamprey migration. Restored passage reopens 6.5 miles of mainstream (+3 miles of tributary) essential spawning, rearing and refuge salmon habitat (map attached).

Passage will be restored by replacing the undersized culvert with an open bottom precast concrete arch engineered to allow for natural stream simulation at 1.5x the active channel width.

Need:

The existing culvert structure (constructed in 1996) doesn't meet state or federal fish passage standards. Columbia County Road Department has an aging transportation infrastructure county wide and does not have the means (financial/engineering staff) to address this fish barrier in a timely manner. Without assistance from the Upper Nehalem Watershed Council and partners the county has no choice but to forgo replacement until failure is imminent. Replacement of this failing culvert will provides an immediate benefit to fish including Northern Coastal Coho listed under the Endangered Species Act.

Restoring fish passage at this location completes the basin wide effort to restore fish passage throughout the Oak Ranch Creek basin. Columbia County restored passage at river mile 0.63 in the summer of 2009. The Oregon Department of Forestry recently restored passage at river mile 6.53 to headwater reaches. UNWC, ODFW and Columbia County have formed a partnership to restore passage at river mile 1.82 in summer 2015. The barrier at river mile 3.5 is the last culvert to be replaced.

Removal of the remaining barrier will provide unconditional access to the entire Oak Ranch system including highly productive headwater reaches containing some of best Coho salmon rearing habitat in the Upper Nehalem watershed. Oak Ranch Creek also provides significant rearing/refuge for juvenile salmon to escape lethal temperatures known to occur in the mainstream in the Nehalem River in the summer months.

History:

Historically the lower portion of Apiary Road was a railroad grade (old growth timber extraction) and the stream crossings were trestles. At some point the trestles were replaced with culverts as Apiary road was developed as a county road providing access from the Nehalem valley to Hwy 30 in Raine along the Columbia river. Apiary Road currently is used as the primary haul route for log and chip trucks transporting loads to Longview, Washington. The culvert crossing at river mile 3.5 blew out during the 1996 North Coast catastrophic flood event. The culvert was replaced by the county during an emergency action to restore use of Apiary Road. The culvert that was put in place during this emergency is undersized and perched creating the juvenile and adult salmon barrier that exists now.

Design and techniques:

Crossing structure is designed (by LCE approved by Col Co.) to maintain a minimum of 1'- 0" of clearance during the 100 year flood event. Structure is designed to allow natural streambed simulation conditions without risk of scour or damage from reasonable debris flows. The proposed clear channel width exceeds NOAA fish passage standards 1:5X ACW and exceeds ODFW standards 1:1 ACW. ACW is 22' through crossing profile with

ConSpan structure being 38' at base arching to a 36' across top of span (designs attached).

Estimated TimeLines: This project will be completed by December 31st, 2017.

Requesting ODFW Engineering Assistance?: No

Stream Miles Made Accessible: 0

GPS Based Project Location

Latitude: 45.94727

Longitude: 123.09912

Digitally Derived Project Location

Latitude: 45.94729	Longitude: -123.09914	County: COLUMBIA
Basin: North Coast	District: North Coast	Stream: Oak Ranch Creek
Township:	Range:	Section:
Quarter:	Stream Mile: 0	House District: 31
Senate District: 16	HUC: 17100202	Watershed Council Area: Upper Nehalem Watershed Council
LLID: 1231658459461	Tributary Of: Nehalem River	

Notes:

ODFW Use Only		SPECIES
ODFW District: North Coast		ODFW District Biologist: Laws, Troy
		Review Date: 10/1/2015 4:46:49 PM
FISH SPECIES	FISH RUN	FISH STATUS
Chinook	Summer	Game
Coastrange sculpin	Resident	N/A
Coho	Fall	Threatened
Reticulate sculpin	Resident	N/A
Rifle sculpin	Resident	N/A
Pacific lamprey	Searun	N/A
Steelhead	Winter	Game
Torrent sculpin	Resident	N/A
Western brook lamprey	Resident	N/A
Chinook	Fall	Game
Coastal Cutthroat	Resident	Game
Coastal Cutthroat	Searun	Game
Rainbow trout	Resident	Game

Passage/Barrier Details	
Passage: Full Spanning	Passage Sub Type: FISpanHybridChan
Barrier: Culvert	Barrier Sub Type: Culvert - Round
Priority Points	
Stream Distance Accessed: 9.50	Potential Stream Distance: 9.50
Upstream Complete Artificial Barriers: 0	Downstream Complete Artificial Barriers: 0
Number NMF Species/Runs: 8	Number NMF Listed: 1
Passage Level of Pre-Project Artificial Obstruction: Gray/Partial	Accessed Habitat Quality: Excellent
Trigger at Artificial Obstruction: No	Total Points: 37.80

Comments/Recommendations	
District Biologist	<p>This is phase II construction for fish passage improvement in Oak Ranch Creek (Upper Nehalem River tributary) and is a "high priority" crossing replacement for the North Coast Watershed District. Phase I was completed summer 2015 at RM 1.82 where dual highly undersized 8 ft. diameter culverts were replaced with a 39 ft wide bottomless concrete arch pipe at 1.5 x bank full width. Phase II replaces the last remaining anadromous fish barrier in this watershed (95%+ blockage for adults & 100% blockage for juveniles) at RM 3.5 with an identical design meeting the same 1.5 x bank full width criteria as constructed at RM 1.82. The current habitat above RM 3.5 is excellent including several beaver complexes, yielding approximately 9.5 miles total for anadromous fish use. The district currently considers this habitat as highly "under seeded" because of the stream crossing barrier. Vastly improved anadromous fish returns to this watershed are anticipated as a result of this work. This project will also be installing LWD (whole conifer trees w/ rootwads attached) in selected reaches throughout this watershed to further benefit the habitat utilized by these species.</p> <p>Reviewed By: Laws, Troy Review Date: 10/1/2015</p>
Field Coordinator	<p>I recommend funding this project that will provide fish passage at the upper Apiary Rd. stream crossing.</p> <p>Reviewed By: Olson, Marty Review Date: 9/29/2015</p>
Screen Shop Manager	<p>I recommend funding this passage project.</p> <p>Reviewed By: Frisby, Ken Review Date: 10/5/2015</p>

State Coordinator	
Program Manager	

ODFW USE ONLY	Title: Upper Oak Ranch Crossing	Project #: P-01-0507
Project Type: P	Activity: Construction	Amount: \$825,221.00
		Date received: 9/9/2015 1:45:05 PM

Applicant Section		PROJECT BUDGET				
This section describes work that will be completed by the Applicant and their initial outlay of the estimated project cost. The amount of funding provided for this project by all parties is described in the budget summary below.						
PERSONNEL						
Description	Work By	Rate	Quantity	Units	Amount	
UNWC Project Manager	Applicant	\$40.00	337.50	Hour	\$13,500.00	
Sub-Total1:				\$13,500.00		
PROJECT SUPPLIES & MATERIALS						
Description	Work By	Rate	Quantity	Units	Amount	
24" Diversion Pipe, Pumping, and Check Dam	Applicant	\$4,000.00	1.00	Each	\$4,000.00	
Sediment Control Fencing	Applicant	\$5.00	300.00	Feet	\$1,500.00	
Rock	Applicant	\$25.00	165.00	Cubic Yards	\$4,125.00	
Asphalt	Applicant	\$3.00	2400.00	Square Feet	\$7,200.00	
Structural Fill Material	Applicant	\$20.00	4800.00	Cubic Yards	\$96,000.00	
Structure, (Box Culvert, Footings, and Wingwalls)	Applicant	\$454,000.00	1.00	Each	\$454,000.00	
Erosion Control Fabric	Applicant	\$6.00	750.00	Square Feet	\$4,500.00	
Sub-Total2:				\$571,325.00		
EQUIPMENT						
Description	Work By	Rate	Quantity	Units	Amount	
Crane (Mobilization and 10 days on site)	Applicant	\$24,000.00	1.00	Lump Sum	\$24,000.00	
Sub-Total2:				\$24,000.00		
OTHER						
Description	Work By	Rate	Quantity	Units	Amount	
Equipment Mobilization	Applicant	\$3,000.00	1.00	Each	\$3,000.00	
Site Clearing	Applicant	\$150.00	16.00	Hour	\$2,400.00	
Construction Survey	Applicant	\$80.00	30.00	Hour	\$2,400.00	
Construction Area Cleanup	Applicant	\$45.00	80.00	Hour	\$3,600.00	
Fish Blocking Nets	Applicant	\$200.00	4.00	Each	\$800.00	
Site Cleanup	Applicant	\$50.00	60.00	Hour	\$3,000.00	
Utility Adjustments	Applicant	\$2,000.00	1.00	Each	\$2,000.00	
Streambed Gravel	Applicant	\$30.00	80.00	Cubic Yards	\$2,400.00	
Disposal of existing culverts	Applicant	\$2,400.00	1.00	Each	\$2,400.00	
5% contingency	Applicant	\$39,296.00	1.00	Each	\$39,296.00	
Sub-Total3:				\$61,296.00		
CONTRACTED SERVICES						
Description	Contracted By	Rate	Quantity	Units	Amount	
Field Engineer	Applicant	\$125.00	64.00	Hour	\$8,000.00	
Excavation	Applicant	\$250.00	140.00	Hour	\$35,000.00	
Shoring and Stabilization	Applicant	\$175.00	60.00	Hour	\$10,500.00	
Structure Installation	Applicant	\$56,000.00	1.00	Each	\$56,000.00	
Materiel Trucking	Applicant	\$6.00	6000.00	Cubic Yards	\$36,000.00	
Traffic Control	Applicant	\$4,800.00	1.00	Each	\$4,800.00	
Streamchannel Re-construction	Applicant	\$4,800.00	1.00	Each	\$4,800.00	
Sub-Total4:				\$155,100.00		
Total Applicant Outlay (adds subtotals 1-4):				\$825,221.00		

ODFW Section	PROJECT BUDGET
This section describes work that will be completed by ODFW and their initial outlay of the estimated project cost. The amount of funding provided for	

this project by all parties is described in the budget summary below.

PERSONNEL

Description	Work By	Rate	Quantity	Units	Amount
Sub-Total1:					\$0.00

PROJECT SUPPLIES & MATERIALS

Description	Work By	Rate	Quantity	Units	Amount
Sub-Total2:					\$0.00

EQUIPMENT

Description	Work By	Rate	Quantity	Units	Amount
Sub-Total2:					\$0.00

OTHER

Description	Work By	Rate	Quantity	Units	Amount
Sub-Total3:					\$0.00

CONTRACTED SERVICES

Description	Contracted By	Rate	Quantity	Units	Amount
Sub-Total4:					\$0.00

Total ODFW Outlay (adds subtotals 1-4):					\$0.00
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Budget Summary

This section describes the amount of funding that is expected to be provided for this project by all parties. ODFW is responsible for the ODFW portion of project funding, and the applicant is responsible to provide all remaining funds. Any initial outlay by ODFW that exceeds the ODFW funding amount will be reimbursed to ODFW by the applicant. The project budget sections above describes who will provide the initial outlay of the estimated project cost.

Applicant Funding Sources

Source Type	Description	Is Funding Secured?	Amount
Applicant Cash	ODFW R&E Grant	No	\$54,000.00
Applicant Cash	Columbia County	Yes	\$35,000.00
Applicant Inkind	Upper Nehalem Watershed Council	Yes	\$13,000.00
Applicant Cash	OWEB	No	\$438,221.00
Total Applicant Share:			\$540,221.00
Requested Amount from ODFW:			\$285,000.00

ODFW USE ONLY ODFW Funds

Funding Source	Cost Code	\$ P/S Amount	\$ S/S Amount	\$ Total Amount
ODOT	53300-801400-0	\$0.00	\$285,000.00	\$285,000.00
Total ODFW Funding:				\$285,000.00
Applicant Share:				\$540,221.00
ODFW Share(34.54):				\$285,000.00
Total Funding:				\$825,221.00
Total Project Budget:				\$825,221.00

Project Attachments

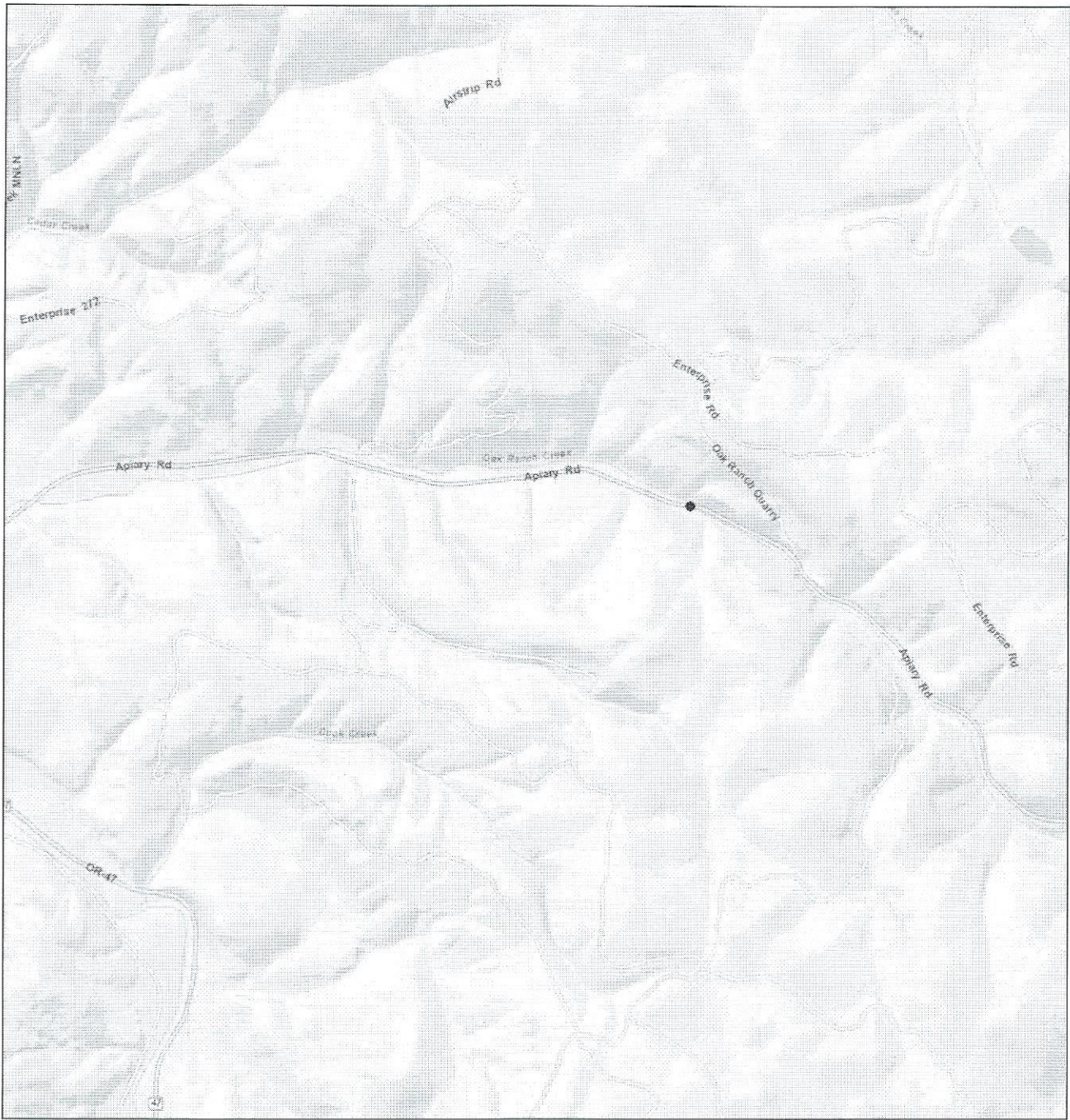
Click a link to view that particular file.

Budget:

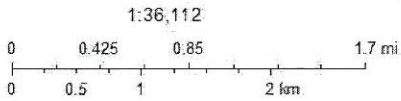
Signature Page:

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Diversion Location Map:



September 9, 2015



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

ODFW Use Only

PROJECT CERTIFICATION

STEP	BY	SIGNATURE	DATE(MM/DD/YYYY)
PRELIMINARY CERTIFICATION			
Cost Share Grant Application received by ODFW	Applicant	NA, Applicant Responsibility	9/9/2015
Preliminary Inspection of Site		Apke, Gregory D	9/17/2014
Preliminary Certification (Design Approval)	State Coordinator		
FINAL CERTIFICATION			
Final Project Inspection of Construction			
Project Meets Criteria:			
Comments:			
NET CERTIFIED COST OF INSTALLATION			
ODFW:	Applicant:	Total:	
Fish Screening and Passage Accountant			

GRANT CONDITIONS

If application is approved, the Applicant will be required to sign a Grant Agreement containing the terms and conditions upon which funds will be released.

Any expenditure incurred prior to the Grant Agreement start date will not be eligible for cost-share reimbursement.

Grant monies shall be disbursed upon completion of the project and after costs have been submitted to ODFW. Partial payments may be allowed if provided for in the Grant Agreement.

The Applicant shall maintain accounting records pertaining to this agreement according to generally accepted accounting principles and shall make all relevant records, documents and reports available to ODFW for the purpose of audit examination if requested by the Department.

ODFW shall have the right of ingress and egress to and from the project area, doing no unnecessary injury to the property of the landowner, for the purpose of designing, installing, inspecting, performing major maintenance on or repairing said projects, and/or determining the adequacy of construction and compliance with project plans and provision of the Grant Agreement. [ORS 498.306; ORS 498.311]

Applicant is responsible for coordinating access for construction with the landowner if the Applicant is not the landowner.

To receive the State income tax credit in addition to the cost share grant:

- The Grantee (Applicant) must submit fish screening and passage project plans and specifications to ODFW.
- The Grantee must also request and receive a preliminary certification from ODFW prior to construction.
- After construction is complete, ODFW will conduct an on-site inspection and verify the net certified cost of the installation.
- When construction is approved by ODFW, a final certificate will be issued [ORS 315.138]

Applicant Signature:	Date:
Applicant Name: Upper Nehalem Watershed Council	My signature indicates acceptance of the Grant Conditions listed above. Electronic signature is not acceptable.
Address: 1201 Texas Ave. Suite A	Work Phone: 503-429-0869
City/State/Zip: Vernonia OR 97064	Home Phone:

MAINTENANCE REQUIREMENTS - To be Signed by Water User responsible for project maintenance.

FISH SCREEN OR BY-PASS DEVICE:

Less than 30 cfs:

Water User is responsible for minor maintenance of the device, which means periodic inspection, cleaning and servicing of the device at such times and in such manner as to ensure proper operation.
ODFW is responsible for major maintenance, which means all maintenance work done on a fish screening or by-pass device other than minor maintenance [ORS 498.306].

30 cfs or greater:

Water User is responsible for all maintenance of the device.

FISH PASSAGE:

Water User is responsible for all fishway repair and maintenance to keep it free from obstruction to the passage of fish at all times [ORS 509.610].

Hydropower:

Water User is responsible for all maintenance on hydropower projects.

Water User Signature:	Date:
Water User Name:	My signature indicates acceptance of the Maintenance Requirements listed above. Electronic signature is not acceptable.
Address:	Work Phone:
City/State/Zip:	Home Phone:

Applicant: Fill In

SIGNATURES

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- After construction is complete, ODFW will conduct an on-site inspection and verify the net certified cost of the installation.
- When construction is approved by ODFW, a final certificate will be issued [ORS 315.138]

Applicant Signature: <i>Maggie Peyton</i>	Date: 11-12-2015
Applicant Name: <i>Maggie Peyton - Upper Nevada Watershed Council</i>	My signature indicates acceptance of the Grant Conditions listed above. Electronic signature is not acceptable.
Address: 1201 Texas Ave, Suite A	Work Phone: 503-396-2046
City/State/Zip: <i>Vernonia, OR 97064</i>	Home Phone:

MAINTENANCE REQUIREMENTS - To be Signed by the appropriate party responsible for project maintenance.

FISH SCREEN OR BY-PASS DEVICE:

Less than 30 cfs:

Water User is responsible for minor maintenance of the device, which means periodic inspection, cleaning and servicing of the device at such times and in such manner as to ensure proper operation.

ODFW is responsible for major maintenance, which means all maintenance work done on a fish screening or by-pass device other than minor maintenance [ORS 498.306].

30 cfs or greater:

Water User is responsible for all maintenance of the device.

FISH PASSAGE:

The Owner/Operator is responsible for all repair and maintenance to ensure fish passage through the project area at all times [ORS 509.610].

Hydropower:

Water User is responsible for all maintenance on hydropower projects.

TAX CREDIT ONLY CONDITIONS

Fish Screening or by-pass device maintenance: Applicant is responsible for all maintenance of the project.

Fish Passage project maintenance: Applicant is responsible for all fishway repair and maintenance to keep it free from obstruction to the passage of fish at all times [ORS 509.610]

ODFW shall have the right of ingress and egress to and from the project area, doing no unnecessary injury to the property of the landowner, for the purpose of inspecting said projects, and/or determining the adequacy of construction and compliance with project plans. [ORS 498.306 & 311]

Owner/Operator Signature: <i>David A. Hill</i>	Date: 11-12-15
Owner/Operator Name: <i>David Hill - Col. Co. Rd. Mucker</i>	My signature indicates acceptance of the Maintenance Requirements listed above. Electronic signature is not acceptable.
Address: 230 Strand St.	Work Phone: 503-397-5090
City/State/Zip: <i>St. Helens, OR 97051</i>	Home Phone:

EXHIBIT D

Fish Screening and Passage Program

Oregon Department of Fish and Wildlife

4034 Fairview Industrial Drive, SE

Salem, OR 97302

GRANTEE'S REQUEST FOR RELEASE OF FUNDS

Name: Upper Oak Ranch Crossing Project No. P-01-0507
Address: 1201 Texas Ave. Suite A
Vernonia, Or 97064 FIN: _____
Phone: _____ Date: _____

I am requesting: ☐ Partial Payment ☐ Final Payment

I request the release of grant funds in accordance with the terms of the Agreement covering this Fish Screening and Passage project. The requested payment is reimbursement for work related to this Cost Share Grant Agreement only. Attached are copies of Project invoices for reimbursable costs incurred on this Project. I understand that the reimbursement amount will be calculated by the Department in accordance with the terms of the Agreement.

Total invoice amount submitted for consideration: \$ _____

Total reimbursement expected from ODFW for this request: \$ _____

I declare that this is, to the best of my knowledge, true, correct, and complete.

Grantee Signature

Date

Title

FOR DEPARTMENT USE ONLY

The Department Field Coordinator has reviewed and approved the attached supporting documents for processing by the Department's Fiscal Services section in accordance with the Grant Agreement for this project.

Funding Source: ☐ PCSRF ☐ FRIMA ☐ OTHER _____

Contribution Level (\$ amount or %): ODFW _____ Grantee _____

Project Completion %: _____

ODFW Field Coordinator

Date

\$ _____
Tax Credit

Object code

Certification Date



OREGON DEPARTMENT OF FISH AND WILDLIFE

Fish Screening and Passage Program

Applicant In-kind Tracking Worksheet

(Use Multiple Pages if Necessary)

Project Number: _____ Effective Date: _____ Completion Date: _____

LABOR						
Worker Name	Date Work Performed	Brief Description of Type of Work Performed	# of Hours Worked	Hourly Rate	Total Amount	
EQUIPMENT						
Type of Equipment Used	Date Work Performed	Brief Description of Type of Work Performed	# of Hours/Miles	Hourly/Mileage Rate	Total Amount	
MATERIALS *						
Type of Material * Used	Date Work Performed	Brief Description of How Material * Was Used	Quantity	Unit Amount	Total Amount	

Grantee Signature (Applicant) _____ Date _____

* In-kind Material used on the project must be from "On Hand" stock or supply. Any Material purchased for the project must have an invoice or equivalent documentation to submit when the project is complete.

EXHIBIT 2

Grant No. 217-1023-14263
Project Name: Oak Ranch Salmon Passage Improvement

OREGON WATERSHED ENHANCEMENT BOARD FEDERAL RESTORATION GRANT AGREEMENT

Grantee: Upper Nehalem WC **Grant Number:** 217-1023-14263

Grant Name: Oak Ranch Salmon Passage Improvement

Award Amount: \$641,180.00 **Project Completion Date:** 12/31/2018

Award Date: 4/26/2017

Post-Implementation Status Reporting Period: 5 years (See Exhibit D)

Post-Implementation Status Reporting Schedule:

Post-Implementation Status Reporting Schedule: 3 reports due on anniversary of approval of the Project Completion Report in years 1, 3, and 5 after Project completion.

Grantee

Upper Nehalem WC
1201 Texas Avenue Ste A
Vernonia, OR 97064
Phone: (503) 429-0869
Fax: (503) 429-2401
Email: maggie@nehalem.org
Contact: Maggie Peyton

Project Manager for the Grantee

Maggie Peyton
N/A
1201 Texas Ave., Suite A
Vernonia, OR 97064
Phone: (503) 396-2046
Fax: N/A
Email: maggie@nehalem.org

Payee

Upper Nehalem WC
Victoria McAdams
1201 Texas Avenue Ste A
Vernonia, OR 97064
Phone: 503.429.0869
Fax: 503.429.2401
Email: maggie@nehalem.org

Project Manager for the Board

Oregon Watershed Enhancement Board
Katie Duzik
PO Box 1033
Newport, OR 97365
Phone: (541) 272-5025
Fax: No value found
Email: katie.a.duzik@oregon.gov

Fund Source:

This grant is funded from a federal source (Catalogue Federal Domestic Assistance Number 11.438). If the Grantee expends more than \$750,000 in federal funds from all federal sources in one fiscal year, Grantee may be subject to the federal Single Audit Act requirements in 2 CFR 200.501 and additional federal requirements identified in Exhibit H (Federal Grant Requirements).

This Grant Agreement is between the Oregon Watershed Enhancement Board, hereafter called "Board," and the Grantee as identified above, in consideration of the mutual covenants contained herein. This Agreement consists of the following, in descending order of precedence: modifications to this Agreement contained in Exhibit B, if applicable, this Agreement less all exhibits attached, Exhibits J (Grant Application selected for funding by the Board), H (Federal Grant Requirements), B (Conditions of Agreement), A (Schedule for Release of Funds), C (Project Completion Report Requirements), D (Post-Implementation Status Report Requirements), E (Permits and Licenses), F (Cooperative/Landowner Agreement(s)), G (Oregon Prevailing Wage Rate Law), and I (Information Required for Federal Funding).

A. Authorization

This grant is authorized by ORS 541.890 to 541.958, as amended by Oregon Laws 2011, chapter 643, and is subject to Oregon Administrative Rules 695-001-0000 to 695-050-0050, as such rules may periodically be amended by the Board.

B. Grant Award

The Grantee agrees to perform the Project described in the grant application (Exhibit D) and as specified in this Agreement. The Board will disburse Grant Funds in accordance with Exhibit A (Schedule for Release of Funds).

The Grantee agrees that funds provided by the Board will be used only for the Project.

“Payee” designated on page one (1) of this Agreement means the person or entity designated by Grantee to administer grant payments under this Agreement.

C. Term of Agreement

Unless otherwise specified in Exhibit B, upon signature by all parties, this Agreement is effective as of the Award Date specified on page one (1) of this Agreement, and expires on the Project Completion Date specified on page one (1) of this Agreement.

D. Funding Conditions

The Board’s obligation to disburse funds to Grantee under this Agreement is subject to the Board having received, on the date of each disbursement, sufficient funding, appropriations, limitations, allotments, or other expenditure authority to allow the Board, in the exercise of its reasonable administrative discretion, to make each disbursement. Nothing in this Agreement entitles Grantee to receive payment under this Agreement from any part of Oregon state government other than the Board, and nothing in this Agreement is to be construed as permitting any violation of Article IX, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

As a condition for the disbursement of any Board funds, the Grantee agrees to do the following:

1. Obtain Necessary Permits and Licenses

Submit to the Board’s Project Manager, before release of any Board funds for the Project components requiring permits or licenses, or for activities dependent on portions of the Project for which a permit or license has yet to be issued, copies of all permits and licenses from local, state or federal agencies or governing bodies that have been obtained, or written evidence acceptable to the Board that permits and licenses are not needed (see Exhibit E, Permits and Licenses) as required by ORS 541.932(10).

This statute gives OWEB discretion in releasing funds for portions of projects that do not require a permit or license. In considering whether to release funds for portions of on-the-ground restoration activities that do not require permits or licenses, OWEB will consider whether the activities provide ecological benefit consistent with the project objectives, and are not dependent on the portion of the project for which a permit or license has yet to be issued. OWEB also has the discretion to condition its release of funds based on specific circumstances of a project. Grantee should review Exhibit B Conditions of Agreement for any related conditions with respect to permitting, licensing and fund release.

2. Obtain Signed Landowner Agreements

Unless otherwise specified in Exhibit B, the Board will not release any payments under this Agreement until Grantee has submitted to the Board’s Project Manager copies of signed Cooperative/Landowner Agreements for each Project site. Such Cooperative/Landowner Agreements shall at a minimum contain the agreements and certification outlined in Exhibit F.

3. Comply With Implementation Conditions

- (a) Submit to the Board’s Project Manager, before release of any Board funds, documentation that non-Board match of at least 25% of the total amount of funding from the Board has been secured as required by OAR 695-005-0060(3), unless otherwise specified in Exhibit B, Conditions of Agreement.

- (b) Comply with the applicable Oregon Aquatic Habitat Restoration Guidelines under the Oregon Plan for Salmon and Watersheds. See <http://www.oregon.gov/OWEB/docs/pubs/habguide99-complete.pdf>.
- (c) Provide written notice to the Board's Project Manager of any Grantee address changes, Grantee Project Manager changes or Payee changes.

4. Document and Report Project Completion; Board Approval

- (a) Submit to the Board's Project Manager all receipts, expenditure tracking sheets, and other accounting records through the Project Completion Date, to document expenditure of grant fund installments, and to account for all other funding, in-kind contributions and donations in the Project Completion Report.
- (b) Submit to the Board's Project Manager within 60 days after the Project Completion Date a Project Completion Report satisfactory to the Board, that complies with Exhibit C, includes any special reporting required in Exhibit B, and includes two (2) hard copies of the final Request for Release of Funds.
- (c) Upon receipt of a Project Completion Report, the Board has 90 days to either approve the report and release final funds, or notify Grantee of any concerns or missing information that must be submitted before the report is considered complete. The report is not considered complete until Grantee has responded to the Board's concerns and questions in a manner satisfactory to the Board's Program Manager and Fiscal Manager.
- (d) "Board approval" of the Project Completion Report means the report has been approved by the Board's Program Manager or delegate, and the final Request for Release of Funds has been approved by the Board's Fiscal Manager or delegate. The Project Completion Report will show as "outstanding" (i.e., overdue and not approved) on the Board's Oregon Grant Management System ("OGMS") until the report and Request for Release of Funds has been approved by the Board. New Grant Agreements and amendments for time extensions and award amounts will not be released to Grantee if Grantee has any outstanding reports.

E. Records Maintenance and Access

1. **Access to Records and Facilities.** The Board, the Secretary of State's Office of the State of Oregon and their duly authorized representatives will have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the grant moneys provided hereunder, or the Project for the purpose of making audits and examinations. In addition, the Board, the Secretary of State's Office of the State of Oregon and their duly authorized representatives may make and retain excerpts, copies and transcriptions of the foregoing books, documents, papers and records. Grantee will permit authorized representatives of the Board, the Secretary of State's Office of the State of Oregon and their duly authorized representatives to perform site reviews of all services delivered as part of the Project.
2. **Retention of Records.** Grantee will retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the grant moneys or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination or expiration of this Agreement. If there are unresolved audit questions or litigation at the end of the six-year period, Grantee will retain the records until the questions or litigation is resolved.
3. **Expenditure Records.** Grantee will document the expenditure of all grant moneys disbursed by the Board under this Agreement. Grantee will create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit the Board to verify how the grant moneys were expended, including without limitation accounting for all other funds expended, as well as in-kind services and donated materials.

F. Amendments; Changes in Project Approved by Board

1. Except as provided in Section F(3), any modifications of this Agreement must be mutually agreed to in writing by all parties.
2. Amendments for time extensions, reinstatements, and award amounts will be permitted only if all reporting obligations under any other agreements between the Board and Grantee have been met to the Board's satisfaction. Other amendments, such as budget category changes, may proceed regardless of reporting obligation status.

3. Grantee agrees to complete the Project as approved by the Board unless proposed modifications to the Project are submitted in writing to, and approved in writing by, the Board's Project Manager or, if required by this Agreement, the Board's Program Manager, prior to the beginning of any work proposed in the modification. Modifications to the budget categories shown in Exhibit A may be approved for change upon signature of the Board's Project Manager.

G. Assignment

The Grantee will not assign or transfer its interest in this Agreement without prior written approval from the Board.

H. Permission Required to Access Private Property; Access to Project Sites

In carrying out this Agreement, Grantee will not access any private property without first obtaining verbal or written consent from the landowner of the private property. Grantee will direct its contractors not to access private property without first obtaining verbal or written consent from the landowner of the private property.

Upon Board request and consistent with the Cooperative/Landowner Agreement(s) meeting the requirements as specified in Exhibit F, Grantee will seek the landowner's permission for mutually convenient access to the Project site by Board members and their representatives for the purposes of evaluating Project implementation, completion, post-implementation status or effectiveness.

I. Public Domain Information

Projects funded by this grant may be used in the collection of monitoring information on private lands about the effects of the Project on aquatic or terrestrial conditions. Grantee acknowledges that all monitoring information obtained from private lands may become public information subject to the requirements of ORS 192.410 to 192.505.

J. Post-Implementation Maintenance and Post-Implementation Reports

1. Projects funded by the Board are intended to provide long-term benefits to the watershed. The Grantee or landowner will provide necessary and normal maintenance to sustain the value of the Project once it is completed. Maintenance will be in accordance with the terms of the Cooperative/Landowner Agreement(s) (Exhibit F).
2. Grantee shall submit Post-Implementation Status Reports documenting the status of the Project that are satisfactory to the Board and comply with Exhibit D and any special reporting requirements in Exhibit B. Reporting shall be at a frequency and for the period specified on page one (1) of this Agreement.
3. Reports are not considered complete until Grantee has responded to the Board's concerns and questions in a manner satisfactory to the Board's Project Manager and Program Manager. "Board approval" means the report has been approved by the Board's Program Manager or delegate. A report will show as "outstanding" (i.e., overdue and not approved) on OGMS until the report has been approved by the Board. New Grant Agreements and amendments for time extensions and award amounts will not be released to Grantee if Grantee has any outstanding reports.

K. Termination of Grant Agreement

1. This Agreement may be terminated:
 - (a) At any time by mutual written consent of all parties;
 - (b) Upon written notice by the Board to Grantee for Grantee's failure to perform any provision of this Agreement;
 - (c) Upon 30 days written notice by the Board to Grantee for any other reason specified in writing; or
 - (d) At any time, upon written notice by the Board, if the Board lacks sufficient funding, appropriations, limitations, allotments, or other expenditure authority to allow the Board, in the exercise of its reasonable administrative discretion, to disburse the grant funds.

2. Within 30 days of termination, Grantee will return to the Board any unspent funds provided by the Board under this Agreement in accordance with Section P, Recovery of Grant Funds. The Board will reimburse the Grantee for authorized services performed and eligible expenses incurred before the termination under this Agreement.

L. Compliance With Applicable Law

Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement or the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations, (b) Titles VI and VII of the Civil Rights Act of 1964, as amended, (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (d) the Americans with Disabilities Act of 1990, as amended, (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) all regulations and administrative rules established pursuant to the foregoing laws, and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement or the Project and required by law to be so incorporated. Grantee shall not discriminate against any individual, who receives or applies for services as part of the Project, on the basis of actual or perceived age, race, creed, religion, color, national origin, gender, disability, marital status, sexual orientation, age or citizenship. All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under state law.

M. Grantee Authority

The individual signing on behalf of the Grantee hereby certifies and swears under penalty of applicable law that s/he is authorized to act on behalf of Grantee, has authority and knowledge regarding Grantee's payment of taxes, and to the best of her/his knowledge, Grantee is not in violation of any Oregon tax laws.

N. Indemnity

Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 - 30.300), Grantee will defend (subject to any limitation imposed by ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon and the Board and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Grantee or its officers, employees, contractors, or agents under this Agreement or in the implementation of the Project.

O. Designation of Forum

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

P. Recovery of Grant Funds

Any funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement or that remain unexpended on the earlier of termination of this Agreement or the Project Completion Date must be returned to the Board not later than 15 days after the Board's written demand.

Q. Counterparts

This Agreement may be executed in several counterparts, including by facsimile or by signature on a portable document format (pdf) delivered by email, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

THIS AGREEMENT, INCLUDING ALL MATERIALS INCORPORATED BY REFERENCE, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THIS SUBJECT. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HERE REGARDING THIS AGREEMENT. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE FAILURE OF THE BOARD TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE BOARD OF THAT OR ANY OTHER PROVISION. GRANTEE, BY EXECUTING THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CERTIFICATION

GRANTEE CERTIFIES THAT GRANTEE WILL NOT BEGIN WORK ON PROJECTS INVOLVING PRIVATE LANDS UNTIL GRANTEE HAS SECURED COOPERATIVE LANDOWNER AGREEMENTS (EXHIBIT F) WITH ALL PARTICIPATING PRIVATE LANDOWNERS THAT, AT A MINIMUM, COMPLY WITH SECTION H AND INCLUDE THE FOLLOWING:

- (a) Identification of the party responsible for repairs and maintenance of the Project; and
- (b) Acknowledgement that the landowner is aware of the application to OWEB and that information relating to the work, including effectiveness monitoring data, is a public record.

AGREED:

FOR THE GRANTEE:

Maggie Flynn - NWCC
Maggie L. Feyton
Print Name

7-5-2017
Date

FOR THE BOARD:

[Signature]
OWEB Program Manager

7/5/17
Date

(If the grant is for more than \$150,000)
APPROVED FOR LEGAL SUFFICIENCY:

[Signature]
Assistant Attorney General
Oregon Department of Justice

June 23, 2017
Date

EXHIBIT A
SCHEDULE FOR RELEASE OF FUNDS

All fund requests shall comply with the Board's Billing Instructions and Budget Categories Definitions and Policies, (http://www.oregon.gov/OWEB/forms/2014-01budget_category_defs.pdf.) and be submitted using the most current Request for Release of Funds form signed by the Grantee, Payee, or other agent authorized by Grantee. Disbursement of funds is subject to the Board having sufficient funding on the date of each disbursement. Payment requests will be processed after approval by the Board's Project and Fiscal Managers or delegates.

Funds are released upon Board approval of receipts or invoices for amounts \$250 or more (excluding indirect cost grant administration) for purchases or work accomplished along with an expense tracking spreadsheet for all Board expenses.

The Board may agree to release funds in advance on the basis of the Board's approval of a detailed estimate of expenses. Copies of receipts, invoices or supporting documentation, for amounts \$250 or more (excluding indirect cost grant administration) must be submitted to document Board funds previously advanced for this grant within 120 days of the date of the advance payment. Also, an expense tracking spreadsheet for all Board expenses shall be submitted. Grantee's failure to clear the advance by providing satisfactory documentation within 120 days may delay new grants and other grant payment requests and amendments.

The grant budget consists of the elements listed below.

Budget Category	Amount
OWEB Funds	
Salaries, Wages and Benefits	\$7,400.00
Contracted Services	\$569,985.00
Travel	\$324.00
Equipment and Software	\$2,200.00
Other	\$800.00
Categories Subtotal	\$580,709.00
Indirect Costs	\$58,071.00
Post Grant	\$2,400.00
Grant Total	\$641,180.00

Note: The final 10% of the grant (\$64,118.00) will not be released for payment until the Board's approval of the Project Completion Report including all grant expense documentation. OAR 695-005-0060(8).

Submittal and Board approval of a Project Completion Report and final Request for Release of Funds will authorize the Board to retain any remaining unspent funds.

EXHIBIT B
CONDITIONS OF AGREEMENT

The following conditions apply to the implementation of this Agreement:

1. Notify the Board's Project Manager when the final Project design is developed.
2. Notify the Board's Project Manager of the date scheduled for beginning construction.
3. Notify the Board's Project Manager of the date of the initial site review with the contractor.
4. OWEB will not release any funds for a Project site until Grantee has submitted to the Board's Project Manager documentation of photo point marker establishment. Documentation will include:
 - (a) One map showing where photo point markers are established.
 - (b) Pre-Project implementation photos taken from these photo markers.

EXHIBIT C

PROJECT COMPLETION REPORT REQUIREMENTS

Oregon Administrative Rule 695-010-0100(1) states that "Grantee must submit a report at completion of the Project describing the work done and placing it in its larger watershed context." Therefore, **Grantee must submit a Project Completion Report within 60 days following the Project Completion Date**, that includes, but is not limited to, (1) through (8) below.

The Project Completion Report may be submitted in writing to the Board's Project Manager or submitted electronically on the Board's Grant Management System (OGMS). Electronic submission requires an OGMS User Identification and password. To request a User Identification and password, call (503) 986-0183.

- (1) A **final Project summary** that in 200 words or less, describes **what the Project accomplished and what problem(s) it addressed**. The information you provide will be used for accountability and reporting purposes, and displayed for the general public. Please make a clear and concise statement; avoid jargon and acronyms. For guidance see www.oregon.gov/OWEB/GRANTS/Pages/final_report_guidance.aspx.
- (2) A brief, narrative description of the Project including:
 - (a) Background on the problem that generated the Project;
 - (b) A description of the work done, placing it in its larger watershed context;
 - (c) A description and explanation of any changes to the original proposal;
 - (d) A summary of any outreach activities related to the Project, including identification of any tours or presentations and copies of newspaper or other media coverage about the Project;
 - (e) Lessons learned, if any, from the Project; and
 - (f) Recommendations, if any, for more effective implementation of similar projects.
- (3) **See Exhibit B for any additional reporting requirements for the Project Completion Report.**
- (4) Documentation that the Project complies with the Oregon Aquatic Habitat Restoration and Enhancement Guide, if applicable. See <http://www.oregon.gov/OWEB/docs/pubs/habguide99-complete.pdf>.
- (5) Color photographs of the Project areas before and after the Project completion taken at pre-set photo points. Guidelines for photo point documentation are provided on the OWEB website at: http://www.oregon.gov/OWEB/docs/pubs/PhotoPoint_Monitoring_Doc_July2007.pdf.
- (6) Submit Oregon Watershed Restoration Inventory (OWRI) reports with the required map(s) and location information. Instructions for OWRI reporting and submittal are available on the OWEB website at: www.oregon.gov/OWEB/MONITOR/pages/owri.aspx.
- (7) An accounting of the expenditures of Board moneys and all other funding in the Project, including a final accounting of all in-kind contributions, donations and the **required non-Board match funds**, using the Match Form for Final Report form provided on the OWEB website at www.oregon.gov/OWEB/Pages/forms_linked.aspx.
- (8) Complete and submit the Federal Lobbying and Litigation Certificate to the Board's Project Manager with the final request for funds. The forms are available on the OWEB website at www.oregon.gov/OWEB/Pages/forms_linked.aspx.

EXHIBIT D

POST-IMPLEMENTATION STATUS REPORT REQUIREMENTS

Oregon Administrative Rule 695-010-0100(2) states that "Grantee will track the status of the Project, and continue its maintenance, submitting periodic reports on a schedule set by the Board. All reports will be filed with the Board or at a location specified by the Board."

A Post-Implementation Status Report ("Status Report") must include:

1. An assessment of whether the Project continues to meet the goals specified in the Grant Agreement.
2. Information or materials required by the Grant Agreement Exhibit B Conditions of Agreement.
3. A description of any maintenance or modifications made since Project completion or since the last Status Report, whichever was last.
4. An accounting of any costs associated with Project maintenance and reporting to the Board.
5. A summary of any public awareness activities related to the Project undertaken since Project completion or since the last Status Report, whichever was last.
6. Lessons learned, if any, from the Project.
7. Unless otherwise specified, the Grantee will provide color photos of all Project elements (i.e., fencing, planting, or structures) to show compliance of the Project with the Board funding decision. Photo points will be set up, and the color photographs should be taken with the same focal-length lens at the same time of year, showing conditions before and after Project completion. Guidelines for photo point documentation are provided on the OWEB website at: http://www.oregon.gov/OWEB/docs/pubs/PhotoPoint_Monitoring_Doc_July2007.pdf.

EXHIBIT E
PERMITS AND LICENSES

Section D.1. of this Agreement outlines requirements for permits and licenses. Exhibit B Conditions of Agreement may contain additional conditions with respect to permitting, licensing and fund release.

Before the release of Board funds for activities requiring a permit or license, or for activities dependent on portions of the Project for which a permit or license has yet to be issued, the Grantee must submit to the Board's Project Manager copies of all required permits or licenses, or submit written evidence acceptable to the Board that permits and licenses are not required.

OWEB may release funds for elements of the Project that do not require a permit or license. To be considered for release, Grantee must provide written documentation to the Board's Project Manager requesting such consideration and affirming that the Project element(s) for which no permits or licenses are required (1) provide ecological benefits consistent with the Project objectives, and (2) are not dependent on the portion of the Project for which a permit or license has yet to be issued.

The following are often required for projects involving waterway alteration or watershed enhancement. (See *Oregon Plan for Salmon and Watersheds, A Guide to Oregon Permits Issued by State and Federal Agencies, Spring 2000* on the OWEB website at: <http://www.oregon.gov/OWEB/docs/pubs/permitguide.pdf>)

- Removal/Fill permit(s) – Dept. of State Lands
- Fill permit(s) – US Army Corps of Engineers
- Water Right Permit(s) – Water Resources Dept.
- City or County permit(s)
- Zone or Development Permit(s) – City or County Planning Department.

The foregoing list of permits and licenses is not exhaustive. I understand that it is my responsibility to determine which permits, licenses and General Authorizations are required for the Project.

List the components of your Project requiring permits or licenses and the associated permit(s)/license(s). If necessary, list additional activities requiring a permit or license, the name of the permit or license and issuer on a separate page and attach to this Exhibit.

Project Activity Requiring Permit/License	Permit/License Name and Entity Issuing
Removal Fill in active channel of OAK RANCH CR.	Removal/Fill Permit - DSL
stream work in right-of-way	Columbia County Right-of-Way


Grantee Signature

7-5-2017
Date

EXHIBIT F

COOPERATIVE/LANDOWNER AGREEMENT(S)

A sample Cooperative/Landowner Agreement form is available on OWEB's website at www.oregon.gov/OWEB/Pages/forms_linked.aspx. All Cooperative/Landowner Agreements for Projects shall include (but is not limited to):

- Landowner's certification that the landowner owns the land where the work will be carried out;
- Landowner's agreement to allow Grantee to carry out the work, or a portion of the work on the Landowner's property;
- Landowner's agreement to maintain the Project, or allow maintenance of the Project, over a time period consistent with the grant application;
- Landowner's agreement to allow the OWEB Board and its representatives access to the site where the work is being carried out for inspection and evaluation; and
- Landowner's acknowledgment that he/she is aware of the application to OWEB and that information relating to the work, including effectiveness monitoring data, is a public record.

EXHIBIT G

OREGON PREVAILING WAGE RATE LAW

Grantees may be required to comply with Oregon's prevailing wage rate law, ORS 279C.800-279C.870. This law requires that entities using public funds for public works must pay not less than the prevailing rate of wage for an hour's work, including fringe benefits, in the same trade in the locality where the work is performed. Contracts not exceeding \$50,000 are exempt from prevailing wage rate laws and nonprofit organizations are exempt for work other than construction. Public works is defined as including "roads, highways, buildings, structures and improvements of all types, the construction, reconstruction, major renovation or painting of which is carried on or contracted for by any public agency to serve the public interest . . ." ORS 279C.800(6)(a). Construction is defined as "the initial construction of buildings and other structures, or additions thereto, and of highways and roads." OAR 839-025-0004(5)

Failure to comply with prevailing wage rate laws could result in a Grantee being liable to the workers affected in the amount of their unpaid minimum wages, including all fringe benefits, and in an additional amount equal to unpaid wages as liquidated damages.

Information regarding prevailing wage rate law can be found on the Bureau of Labor and Industries website at http://www.oregon.gov/BOLI/WHDPWR/Pages/W_PWR_Pwrbk.aspx.

EXHIBIT H

FEDERAL GRANT REQUIREMENTS

For the purposes of the federal granting agency, OWEB is the recipient of federal funds and in accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and 2 CFR 200.330, OWEB's determination is that the grantee is the sub-recipient of federal funds. In the following requirements, the Grantee is also referred to as "Recipient".

As a sub-recipient of Federal grant funds, pursuant to this Agreement with the state, Recipient assumes sole liability for that Recipient breach of the conditions of the grant, and will, upon Recipient breach of grant conditions that requires the state to return funds to the grantor, hold harmless and indemnify the state for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Recipient grant funds, the indemnification amount will 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.

- (a) All equipment and materials purchased with funds made available by this Agreement must be used only for purposes of the same general nature outlined in this Agreement.
- (b) Recipient will comply with the requirements in 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
 - (1) Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - (2) Procurement Standards. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - (3) Contract Provisions. Recipient shall include the contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, in its contracts with non-Federal entities.
- (c) The Recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds, complies with the Hotel and Motel Fire Safety Act of 1990.
- (d) The Recipient agrees to comply with the requirements of 2 CFR 200.501, "Audits of States, Local Governments, and Non-Profit Organizations, including, but not limited to, that Subrecipients receiving federal funds in excess of \$750,000 in the Subrecipient's fiscal year are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Subrecipient, if subject to this requirement, shall at Subrecipient's own expense submit to Agency a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to Agency the annual audit of any Subrecipient(s), contractor(s), or subcontractor(s) of Subrecipient responsible for the financial management of funds received under this Agreement. Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant. Subrecipient shall save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Federal awarding agency 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.

- (e) Pursuant to Section 18 of the Lobbying Disclosure Act, the Recipient affirms that it is not a nonprofit organization described in Section 501(c) (4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c) (4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- (f) If Grant Agreement exceeds \$100,000, Recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying* and to submit certification and disclosure forms accordingly. Any Recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

EXHIBIT I

Information Required by 2 CFR § 200.331(a)(1)

For the purposes of the federal granting agency, OWEB is the recipient of federal funds and the grantee is the sub-recipient of federal funds.

Federal Award Identification:

1. Grantee name (which must match registered name in DUNS): Upper Nehalem Watershed Council (dba Upper Nehalem WC)
2. Grantee's DUNS number: 13-326-8099
3. Federal Award Identification Number (FAIN): NA15NMF4380237
4. Federal Award Date: 7/1/2015
5. Total Amount of Federal Funds Obligated by this Agreement: \$641,180.00
6. **Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: \$684,187.00**
7. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$671,993.0
8. Federal award project description: Pacific Coast Salmon Recovery Pacific Salmon Treaty Program
9. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: National Oceanic and Atmospheric Administration
 - (b) Name of pass-through entity: State of Oregon, Oregon Watershed Enhancement Board
 - (c) Contact information for awarding official of the pass-through entity:

Cindy Silbernagel
775 Summer St. NE, Ste 360
Salem, OR 97301
10. CFDA Number and Name: 11.438
Federal Award Amount: \$14,598,724.00
11. Is Award R&D? No
12. Grantee's indirect cost rate for the Federal award: 10%

EXHIBIT J

**OWEB GRANT APPLICATION
(In OWEB files)**