



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 24, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of the IGA with State of Oregon, acting by and through its Department of Consumer Business Services (DCBS), Building Codes Division for the Wildfire Grant Program.

<b>Purpose/Outcomes</b>	To adopt the Wildfire Grant Program IGA with Oregon Department of Consumer Services to help wildfire survivors install fire hardening measures on their homes.
<b>Dollar Amount and Fiscal Impact</b>	The Building Codes Division operates as a dedicated fund; there is no general fund support.  To cover administrative costs, DCBS will provide two distinct administrative payments to Clackamas County: (1) for receiving each application and reviewing design/installation for compliance with qualifying improvements, and (2) for processing payments and reporting on paid incentives.
<b>Funding Source</b>	Grant funding through the state.
<b>Duration</b>	The IGA will be effective upon signature by the Board, and will terminate on June 30, 2023.
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	<p>1. <i>How does this item align with your Department's Strategic Business Plan goals?</i> The Land Use and Permitting line of business has a strategic focus on Customer Service as well as emergency preparedness. Working with the state on this IGA provides customers the help to fire-harden their homes to mitigate the risk of fires in the future. It also provide great customers service to those who suffered a loss in the 2020 wildfires.</p> <p>2. <i>How does this item align with the County's Performance Clackamas goals?</i> Building a strong infrastructure is one of the County's Performance goals. By offering this grant money through the state building codes division, it helps to ensure private infrastructure is built to withstand the potential impacts of wildfires, and mitigate future losses.</p>
<b>County Counsel Review</b>	This IGA was reviewed and approved by County Counsel on March 7, 2022 by Nate Boderman
<b>Procurement Review</b>	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> This item is an Intergovernmental Agreement with the State of Oregon.
<b>Contact Person</b>	Matt Rozzell, Building Codes Administrator (503) 742-4748

**BACKGROUND:**

In the 2021 legislative session House Bill 5006 passed which allocated \$10.6 Million to the Oregon Building Codes Division for a grant program to incentivize fire hardening for buildings that are being rebuilt after being damaged or destroyed in the 2020 wildfires. The Oregon Building Codes Division is partnering with affected counties to help distribute the grant funds. These funds are available retroactively for homes that have already been rebuilt and homes in the rebuilding process, as well as future homes completed prior to June of 2023.

The grant has a list of eligible fire hardening measures (see Appendix A attached to the IGA) owners must take advantage of in order to receive these funds. The funds are available for site built homes, manufactured homes and commercial buildings. Per OAR 918-001-5040 accessory structures within 50 feet of residential and commercial buildings that meet the requirements in that section will also be eligible for the funds.

The county will be responsible for reviewing the applications, verifying the fire-hardening measures have been installed, and distributing the fees to the residents. Residents will be able to choose from the attached list of measures, and will be eligible for the refunds based on the fee schedule. Our building inspectors will be responsible to verify which measures were completed based on the application.

The county will receive funds to administer the program as well as an initial distribution of 20% of the expected distribution based on the number of structures damaged or destroyed by the 2020 wildfires. Additional funds will be available based on the number of property owners who take advantage of the program. The total expected distribution to Clackamas County is \$162,000.00 based on the Wildfire Damage Summary Dated October 1, 2020 Clackamas County lost 59 dwellings including stick built and manufactured homes, 147 out buildings, and one church.

**RECOMMENDATION:**

Staff respectfully recommends approval of the IGA with State of Oregon, acting by and through its Department of Consumer Business Services (DCBS), Building Codes Division for the Wildfire Grant Program.

Respectfully submitted,

*Matt Rozzell*

Matt Rozzell, Building Codes Administrator  
Department of Transportation and Development

**ATTACHMENTS:**

1. Intergovernmental Agreement with State of Oregon acting by and through its Department of Consumer Business Services, Building Codes Division. Including Exhibit A describing the options and the proposed grant amounts.
2. October 1, 2020 Wildfire Damage Summary
3. LifeCycle form

# INTERGOVERNMENTAL AGREEMENT IGA #PO-44000-00005557

This Agreement is made and entered into by Clackamas County (“County”) and the State of Oregon, acting by and through its Department of Consumer and Business Services, Building Codes Division (“DCBS”), under the authority of ORS 455.185.

The Contract Administrators of this Agreement are:

DCBS	Clackamas County
Contract Administrator: Andrea Simmons Title: Fiscal Operations Manager State of Oregon, Department of Consumer and Business Services, Building Codes Division 1535 Edgewater St. NW P.O. Box 14470 Salem, OR 97309-0404 Phone: (503) 378-3755 Fax: (503) 884-6845 Email: andrea.f.simmons@dcbs.oregon.gov	Contract Administrator: Matt Rozzell Title: Building Official Address: 150 S Beavercreek Rd. Oregon City, OR 97045 Phone: 503-742-4748 Fax: N/A Email: mrozzell@clackamas.us FEIN: 93-6002286

**I. PURPOSE:** By this Agreement, DCBS and County agree to work together to implement and administer the Wildfire Grant Program (“Grant Program”) for the 2020 wildfire victims in the County based on OAR 918-001-5000 through OAR 918-001-5070 and the terms and conditions set forth in this Agreement.

**II. TERM OF AGREEMENT:** This Agreement will take effect on the later of (a) February 1, 2022, or (b) the first date on which all parties have signed the Agreement and all necessary approvals have been obtained, whichever date is later (the “Effective Date”). This Agreement will remain in effect until June 30, 2023, unless earlier terminated pursuant to Section V. of this Agreement.

### III. STATEMENT OF WORK

1. County shall:
  - a) Work in cooperation and coordination with DCBS to publicize and market the Grant Program to County residents and other persons who may own structures located within the County that were damaged or destroyed by the 2020 wildfires;
  - b) Receive and review all applications and other required documentation in OAR 918-001-5020 and OAR 918-001-5050 submitted in connection with any requests for funds under

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the Grant Program related to the replacement or repair of any dwellings or other eligible structures located within the County;

- c) Perform and document all inspections or other forms of verification listed in OAR 918-001-5050 that are required in connection with the review of each such application (either itself, under County's building inspection program delegated pursuant to ORS 455.148 or 455.150, or in cooperation with cities within the County having building inspection programs delegated pursuant to ORS 455.148 or 455.150); and
- d) Determine if each application received by County meets the program criteria described in OAR 918-001-5000 through OAR 918-001-5070 ("Program Criteria") and entitles the applicant to payment under the Grant Program.
  - i) If an application meets the Program Criteria and entitles the applicant to payment under the Grant Program, then County, in accordance with the Program Criteria, will:
    - (1) Approve the application;
    - (2) Determine the amount to be paid to the applicant under the Grant Program; and
    - (3) Pay the determined amount of Grant Program funds to the applicant within 45-days after the later of (i) the approval of the application, (ii) the issuance of a Certificate of Occupancy for the dwelling or other structure covered by the application, or (iii) receipt of a completed new County vendor packet or other prepayment form required by the County, all of which has to be done prior to payment.
  - ii) County will not pay or otherwise transfer any Grant Program funds to any person in connection with an application that does not meet the Program Criteria.
  - iii) DCBS retains sole authority to recapture disbursed funds from an applicant if DCBS determines that the grant funds were disbursed to an applicant that does not meet the program's eligibility requirements.
- e) On or before the second Monday occurring after the delivery of the Initial Distribution pursuant to Section III.2(a)(ii) of this Agreement, and on or before 5:00 PM (Pacific) on the Monday of every other week thereafter during the term of this Agreement, County will submit Required Program Information related to applications received and grants issued to DCBS through the Program Information System in accordance with all directions communicated in writing to County. As used in this Agreement, "Required Program Information" means all information, documents, and other materials related to the Grant Program that are specified by DCBS and communicated in writing to County. As used in this Agreement, "Program Information System" means the electronic method agreed to by both parties for the purpose of collecting Required Program Information.
- f) County will record and account for all financial information and financial resources related to the Grant Program in accordance with generally accepted accounting principles and applicable law.

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- g) County will comply with any and all applicable provisions of the Internal Revenue Code, 26 U.S. Code Title 26, and the rules promulgated thereunder, including preparing and filing any Form 1099s or other information returns required in connection with any payments to applicants under the Grant Program.
- h) County will retain, preserve, and make available for inspection by DCBS: (a) all applications and associated documents received by County; and (b) all correspondence, inspection-related documents, and other documents, information, and other materials created or received by County in connection with or as a result of County's performance of its obligations under this Agreement.
- i) County shall retain, in accordance with applicable record retention requirements, all State-approved forms associated with the State's responsibility for administering the grant program.

## 2. DCBS shall:

- a) DCBS will provide the following funds to County in connection with the Grant Program:
  - i) Within 10 days after the Effective Date, DCBS will deliver to County administrative funds in the amount of \$1,435.00 (the "Initial Administrative Funds") to assist with setting up the process for administering the Grant Program pursuant to this Agreement.
  - ii) Within 10 days after the Effective Date of this Agreement as defined in Section II, DCBS will deliver to County funds in the amount of \$32,400.00 for distribution to applicants under the Grant Program (the "Initial Distribution"), which amount is equal to 20% of the Total Expected Distribution, \$162,000.00. As used in this Agreement, "Total Expected Distribution" means the total amount that DCBS expects County to distribute to applicants under the Grant Program based on the number of reported structures damaged or destroyed by the 2020 wildfires.
  - iii) Within 10 days after County notifies DCBS in writing that County has made payments to applicants under the Grant Program totaling at least 90% of the Initial Distribution, DCBS will deliver to County additional funds for distribution to applicants under the Grant Program in an amount equal to the Initial Distribution (any delivery to County of funds for distribution to applicants under the Grant Program following the Initial Distribution being referred to in this Agreement as a "Supplemental Distribution").
  - iv) Within 10 days after County notifies DCBS in writing that County has made payments to applicants under the Grant Program totaling at least 90% of any Supplemental Distribution, DCBS will deliver to County an additional Supplemental Distribution in an amount equal to the Initial Distribution. However, except as provided in Section III.2(a)(v) of this Agreement, in no event will the total amount of funds delivered to County for distribution to applicants under the Grant Program exceed the Total Expected Distribution.

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- v) If County has made payments to applicants under the Grant Program totaling 90% of the Total Expected Distribution, then DCBS, upon receipt of a written request by County, may choose to deliver to County additional Supplemental Distributions in such amounts and at such times as DCBS may determine in its sole discretion.
- vi) DCBS will deliver payments to County in a not-to-exceed amount of \$172,072.00 for all aspects of this program.
- b) DCBS will deliver to County administrative funds in the amount of \$150 for each application received and reviewed by County. DCBS will deliver such funds (i) with each Supplemental Distribution for all applications approved during the period between such Supplemental Distribution and the prior Initial Distribution or Supplemental Distribution (as applicable); and (ii) within 30 days after the termination of this Agreement for all applications approved during the period between such termination and the prior Initial Distribution or Supplemental Distribution (as applicable).
- c) Within 10 days after County notifies DCBS in writing that County has issued payment and has collected all information required for the U.S. Internal Revenue Service, Form 1099s, if required, or other information required to be so filed in connection with any payments to applicants under the Grant Program, DCBS will deliver to County additional administrative funds in the amount of \$150 for each parcel of land for which a grant payment is issued under this program.
- d) DCBS will deliver all funds to County pursuant to this Agreement by check, credit card payment, cash, wire transfer, or transfer through the Oregon State Treasury, as determined by DCBS in its sole discretion.
- e) DCBS shall retain, in accordance with applicable record retention requirements, all State-approved forms associated with the State's responsibility for administering the grant program.

## **IV. AMENDMENTS**

The terms of this agreement shall not be waived, altered, modified, supplemented or amended except by written instrument signed by both parties.

## **V. TERMINATION**

This Agreement may be terminated by mutual consent by both parties or by either party upon thirty (30) days' notice, in writing. Within 45-days after the termination of this Agreement, County will deliver to DCBS funds in an amount equal to any Undistributed Grant Funds. As used in this Agreement, "Undistributed Grant Funds" means the portion of any Initial Distribution or Supplemental Distribution that County has not paid to applicants under the Grant Program. It does not include any administrative funds

**VI. FORCE MAJEURE**

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against. In such event, the period for the performance shall be extended for the period of such delay. Upon the cessation of the cause of delay or nonperformance, the affected Party shall resume performance of its obligations under this Agreement. Either party may terminate the Agreement, effective with the giving of written notice, after determining such delays or failure will reasonably prevent successful performance in accordance with the terms of this Agreement.

**VII. DEFAULT**

Neither party shall be in default under this Agreement until written notice of the unperformed obligation has been given and that obligation remains unperformed after notice for 7 days in the case of County's obligations; or 14 days in the case of DCBS's obligations. In the case of a default, the nondefaulting party may terminate this Agreement with (10) days prior written notice to the defaulting party and shall be entitled to seek damages or any other remedy provided by applicable law. If DCBS is the nondefaulting party, it may elect to perform any of the defaulting party's obligations and recover from the defaulting party the costs of such performance plus interest at the rate of 10% of such costs. If DCBS is the nondefaulting party, it may also elect to commence an investigation of County under ORS 455.770(1) and (2)(b).

**VIII. ALTERNATIVE DISPUTE RESOLUTION**

The parties shall 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.

**IX. 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.

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

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

## **X. NONDISCRIMINATION**

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.

## **XI. COMPLIANCE WITH APPLICABLE LAWS**

The parties agree that both shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this Agreement shall be administered and construed under the laws of the State of Oregon.

## **XII. PARTNERSHIP**

Neither party is, by virtue of this Agreement, a partner nor a joint venturer in connection with activities carried out under this Agreement, and shall have no obligation with respect to the other party's debts or any other liability or obligation of the other party of whatever kind or nature.



**XIII. AUDIT**

DCBS reserves the right to audit, at DCBS's expense, all records pertinent to this Agreement.

**XIV. NO WAIVER OF CLAIMS**

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

**XV. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any and all prior or contemporaneous negotiations or agreements between the parties, whether written or oral, concerning the subject matter of this Agreement which is not fully expressed herein. This Agreement may not be modified or amended except in writing and signed by all parties.

Signatures on next page.

Remainder of page intentionally left blank.

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**XVI. SIGNATURES**

Department of Consumer and Business  
Services, Building Codes Division

Clackamas County

Alana Cox 2/4/22

Alana Cox, Administrator                      Date

\_\_\_\_\_  
Matt Rozzell                                      Date  
Building Official

\_\_\_\_\_  
Miriha Aglietti,                                  Date  
Designated Procurement Officer

\_\_\_\_\_  
Name    Date  
Title

*Approved Pursuant to ORS 291.047*  
**DEPARTMENT OF JUSTICE**

Approved via email 1/5/2022  
David Berryman, Assistant Attorney General

## Exhibit A

Residential Site Built Structures and Manufactured Homes		
ELEMENT	OPTIONS	Proposed Grant Amount
Roofing	Class A, B and C roofing shall be tested in accordance with UL 790 or ASTM E108	\$2,200.00
Exterior wall covering	Noncombustible, ignition-resistant, heavy timber assembly, log wall assembly	\$1,750.00
Ventilation openings	Vents designed to resist ember intrusion and flame  Vents not located on underside of eave/soffit	\$150.00
Overhangs, cantilevers and projections	Underside of eaves, soffits, cantilevers, etc., protected by: <ul style="list-style-type: none"> <li>• Noncombustible material</li> <li>• Ignition-resistant material</li> <li>• Exterior portion of 1 hour wall assembly</li> <li>• 1 layer of 5/8" Type X gypsum sheathing or equivalent</li> </ul>	\$275.00
Walking surfaces of porches, balconies and decks	Noncombustible, ignition resistant, Exterior fire retardant treated wood, materials meeting ASTM E2632	\$550.00
Windows	Tempered glass 20-minute fire rated	\$550.00
Skirting (Manufactured Homes only)	Noncombustible, ignition resistant skirting materials.	\$500.00

## Exhibit A

Commercial Structures of Combustible Construction		
ELEMENT	OPTIONS	Proposed Grant Amounts
Roofing	Class A, B and C roofing shall be tested in accordance with UL 790 or ASTM E108	\$2,200.00
Exterior wall covering	Noncombustible, ignition-resistant, heavy timber assembly, log wall assembly	\$1,750.00
Ventilation openings	Vents designed to resist ember intrusion and flame  Vents not located on underside of eave/soffit	\$150.00
Overhangs, cantilevers and projections	Underside of eaves, soffits, cantilevers, etc., protected by: <ul style="list-style-type: none"> <li>• Noncombustible material</li> <li>• Ignition-resistant material</li> <li>• Exterior portion of 1 hour wall assembly</li> <li>• 1 layer of 5/8" Type X gypsum sheathing or equivalent</li> </ul>	\$275.00
Walking surfaces of porches, balconies and decks	Noncombustible, ignition resistant, Exterior fire retardant treated wood, materials meeting ASTM E2632	\$550.00
Windows	Tempered glass 20-minute fire rated	\$550.00

**Tax Lot Count \***

Improved Tax Lots within Fire Perimeter	498
Unimproved Tax Lots within Fire Perimeter	594
<b>Total Tax Lots w/in Fire Perimeter</b>	<b>1092</b>

**Ownership counts:**

Owns 1 tax lot	491
Owns 2 tax lots	51
Owns 3 tax lots	19
Owns 4 tax lots	7
Owns more than 5 or more tax lots	19
<b>Total Ownership Count</b>	<b>587</b>

**Dwelling info w/in Fire Perimeter**

Stick Built Dwellings w/in Fire Perimeter	322
MH Dwellings w/in Fire Perimeter	187
<b>Total Dwellings w/in Fire Perimeter</b>	<b>509</b>

MH's that are NOT detitled - has a separate tax account	116
MH Dwellings w/ownership different than Land Ownership	54

**Believed Destroyed as of 10-1-2020**

Believe Destroyed - stick built Dwelling	37
Believe Destroyed - MH Dwelling	22
<b>Total Believed Destroyed Dwellings</b>	<b>59</b>

Out Buildings	147	
Church - Destroyed	1	Dodge Con
Schools Destroyed	0	There is no

\* Whether a property is improved or unimproved is based on A&T records as of this date. Important to note

## Financial Assistance Application Lifecycle Form

Use this form to track your potential award from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

**\*\* CONCEPTION \*\***

### Section I: Funding Opportunity Information - To be completed by Requester

Award type:  Direct Appropriation (no application)  
 Subrecipient Award  Direct Award  
 Award Renewal?  Yes  No

Lead Department & Fund #: Transportation & Development (205 - Building Codes)

**If renewal, complete sections 1, 2, & 4 only. If Direct Appropriation, complete page 1 and Dept/Finance signatures only.**

**If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC**

Name of Funding Opportunity: Fire Hardening Grant Program (OAR 918-001; HB 5006)

Funding Source: Federal  State  Local

Requestor Information (Name of staff person initiating form): Matt Rozzell, Building Codes Administrator | Diedre Landon, Administrative Services Manager

Requestor Contact Information: MRozzell@clackamas.us | DLandon@clackamas.us

Department Fiscal Representative: Diedre Landon

Program Name and prior project # (please specify): [New Fire Hardening Grant Program]

Brief Description of Project:

The grant program will incentivize fire hardening improvements for residential and commercial buildings that are repaired or rebuilt after being damaged or destroyed in a qualifying wildfire. Affected counties will partner with the State of Oregon, Department of Consumer and Business Services, Building Codes Division in administering the program and Clackamas County will be responsible for distributing funds to eligible property owners in Clackamas County.

Name of Funding Agency: State of Oregon, Department of Consumer and Business Services, Building Codes Division

Notification of Funding Opportunity Web Address:

OAR 918-001-5000 to OAR 918-001-5070, are established to administer Oregon Laws 2021, chapter 669, Section 263 (House Bill 5006)

**OR**

Application Packet Attached:  Yes  No

Completed By: Diedre Landon, Administrative Services Manager

3/8/2022

Date

**\*\* NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE \*\***

### Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:

Funding Agency Award Notification Date:

Announcement Date: 2021/2022

Announcement/Opportunity #:

HB5006

Grant Category/Title:

Funding Amount Requested:

\$172,072 + Administrative Funds

Allows Indirect/Rate:

N/A - lump sum reimb, per application.

Match Requirement:

\$0

Application Deadline:

Other Deadlines:

Award Start Date:

Execution of IGA

Other Deadline Description:

Award End Date:

June 30, 2023; unless terminated earlier.

Completed By:

Program Income Requirement:

Pre-Application Meeting Schedule:

Additional funding sources available to fund this program? Please describe: Funded by DCBS - State of Oregon

How much General Fund will be used to cover costs in this program, including indirect expenses? \$0 State of Oregon is paying Clackamas County for administrative costs and application review.

How much Fund Balance will be used to cover costs in this program, including indirect expenses? \$0

**Section III: Funding Opportunity Information** - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

**Mission/Purpose:**

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

Build public trust through good government; Build a strong infrastructure; Ensure safe, healthy and secure communities; Honor, utilize, promote and invest in our natural resources

2. What, if any, are the community partners who might be better suited to perform this work?

None.

3. What are the objectives of this funding opportunity? How will we meet these objectives?

To improve the construction of structures in wildfire areas so that those structures are less susceptible to damage in the event of a future fire.

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

No; this is a specific program that incentivizes the use of fire hardening construction methods.

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

Yes. Tasks will be split between DTD Administration and Building Codes Division.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

We are partnering with Department of Business & Community Services; who is funding the rebate program.

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

This program is limited to available funding through DCBS. No new positions will be hired to administer this program.

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

N/A

**Collaboration**

1. List County departments that will collaborate on this award, if any.

DTD Administration, Building Codes Division and Finance (FAR).

**Reporting Requirements**

1. What are the program reporting requirements for this grant/funding opportunity?

Bi-weekly, the department will report to ODCBS on the number of applications received and the number of payments disbursed to qualifying property owners.

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

We will use Accela Permitting Software and PS Financial reporting to confirm that requested payments have been sent out to customers.

3. What are the fiscal reporting requirements for this funding?

When bi-weekly review shows that the County has disbursed 90% of funds already received, the County is to notify DCBS for the next disbursement of funding.

**Fiscal**

1. Will we realize more benefit than this financial assistance will cost to administer?

Our customers/property owners will; yes.

2. Are other revenue sources required, available or will be used to fund the program? Have they already been secured? Please name other sources, including General Fund or Fund Balance and amounts.

DCBS will be paying the county administrative funds for (1) accepting/reviewing the application and (2) disbursing payment to qualifying properties.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

N/A


4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

N/A - lump sum reimbursement amounts, as outlined in the IGA.

Program Approval:

Diedre Landon

3/14/2022



Name (Typed/Printed)

Date

Signature

**\*\* NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR \*\***

**\*\*ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.\*\***



**Section IV: Approvals**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
Matt Rozzell	3/9/22	<div style="display: inline-block; vertical-align: middle; font-size: small; margin-left: 5px;">             Digitally signed by Matt Rozzell              Reason: I am the signer              Date: 2022.03.09 16:01:29 -0500           </div>
Name (Typed/Printed)	Date	Signature

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Dan Johnson	3/14/2022	
Name (Typed/Printed)	Date	Signature

<b>FINANCE ADMINISTRATION</b>		
Elizabeth Comfort	3.14.2022	
Name (Typed/Printed)	Date	Signature

<b>EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)</b>		
Name (Typed/Printed)	Date	Signature

**Section V: Board of County Commissioners/County Administration**

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

**For applications less than \$150,000:**

<b>COUNTY ADMINISTRATOR</b>	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

**For applications greater than \$150,000 or which otherwise require BCC approval:**

BCC Agenda item #:  Date:

OR

Policy Session Date:

\_\_\_\_\_  
County Administration Attestation

County Administration: re-route to department contact when fully approved.  
Department: keep original with your grant file.