



DAN JOHNSON
DIRECTOR

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

October 26, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of Amendment #2 to an Intergovernmental Agreement with the State of Oregon to extend the Fire Hardening Grant program through December 31, 2025. Agreement value remains at \$162,000. Funding through State of Oregon. No County General Funds are involved.

Previous Board Action/Review	<ul style="list-style-type: none"> Discussed at Issues: March 22, 2022. Consent Agenda: March 24, 2022. Board approved the Consent Agenda item, Grant Agreement #PO-44000-00005557. Discussed at Issues: June 27, 2023. Consent Agenda: June 29, 2023. Board approved Amendment #1 to Agreement #PO-44000-00005557. Request for Consent: October 17, 2023. 		
Performance Clackamas	<p>1. 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 supportive customers service to those who suffered a loss in the 2020 wildfires</p> <p>2. 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>		
Counsel Review	H. Huynh, 10/5/23	Procurement Review	N/A – Grant
Contact Person	Cheryl Bell	Contact Phone	503-260-7124

EXECUTIVE SUMMARY: The State of Oregon approved a Fire Hardening Grant (FHG) program after the 2020 wildfires in an effort to incentivize the use of fire hardening building materials when rebuilding structures that were damaged in the wildfires. Fire hardening describes steps that can be taken to make a home or business more resistant to damage from a wildfire. The program provides money directly to home and business owners to help pay for fire hardening of a home or business that was damaged or destroyed in the 2020 wildfires.

An Intergovernmental Agreement was established in March 2022 for disbursement of these state funds, and the Department of Transportation and Development's Building Codes Program

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has been managing the state funds disbursement in partnership with the State Building Codes Division.

Based on the Wildfire Damage Summary Dated October 1, 2020, in the 2020 wildfires Clackamas County lost 59 dwellings including stick built and manufactured homes, 147 out buildings, and one church. The county has received 24 applications for FHG funds; 17 applicants have been approved for awards totaling \$69,250. At the time of this Staff Report, there are no active applications currently under review.

Amendment #1

The original grant program's expiration date was 6/30/2023, at which point Clackamas County would have needed to return the remaining funds to the State of Oregon and terminate the grant program.

On June 29, 2023, the Board of Commissioners approved Amendment #1 to this Agreement, which extended the Agreement through 12/31/2023, and updated the contract administrator/Building Official to account for new staffing. With Amendment #1 there were no changes in the IGA value or terms.

Amendment #2

On June 30, 2023, the State of Oregon provided Amendment #2 to this Agreement, which incorporates changes approved in the 2023 Oregon Legislative Session. The following changes are presented in Amendment #2:

- As this is a statewide Agreement, Amendment #2 expands grant eligibility to those impacted by any wildfires that occurred in 2021. (DTD is currently not aware of any structures that qualify for the 2021 funds, but if an owner steps forward we would be able to assist them).
- Amendment #2 extends the agreement through 12/31/2025 to allow for more property owners to take advantage of the program.
- Amendment #2 is retroactive to July 1, 2023.

With this Amendment #2 there are no changes in the IGA value.

RECOMMENDATION: Staff respectfully recommends approval of IGA #PO-44000-00005557, Amendment #2 with the State of Oregon to extend the Fire Hardening Grant program.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

**AMENDMENT #2 to
INTERGOVERNMENTAL AGREEMENT #PO-44000-00005557**

This is Amendment No. 2 to PO-44000-00005557, dated March 29, 2022, as amended from time to time (“Intergovernmental Agreement”) between the State of Oregon, acting by and through its Department of Consumer and Business Services, Building Codes Division (“DCBS”) and Clackamas County (“County”).

RECITALS

1. *Intergovernmental Agreement PO-44000-00005557 for the administering of the Wildfire Grant Program was executed March 29, 2022.*
2. *Amendment 1 updated the County Contract Administrator information and the term of the Agreement.*
3. *Amendment 2 updates the Purpose, Term of Agreement, and Statement of Work.*

1. The Agreement is hereby amended as follows (new language is indicated by **bold underlining** font, and deleted language is indicated by ~~strike through~~ font).

a. This section modifies the Purpose.

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 **and 2021** 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.

b. This section modifies the Term of 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 **December 31, 2025** ~~December 31, 2023~~, unless earlier terminated pursuant to Section V. of this Agreement. **Both Parties agree that the terms of this Amendment 2 shall be retroactive as of July 1, 2023.**

c. This section modifies the Statement of Work.

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 **and 2021** 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 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; **and**
 - (2) Determine the amount to be paid to the applicant under the Grant Program **no later than June 30, 2025**; 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.
- 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 **and 2021** wildfires.

2. Except as expressly amended above, all other terms and conditions of original Agreement are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Signatures on next page.

Clackamas County

**STATE OF OREGON acting by and through its
Department of Consumer & Business Services,
Building Codes Division**

By: _____

Reviewed By: _____

Printed Name: _____

Printed Name: Dawn Bass

Title: _____

Title: Deputy Administrator

Date: _____

Date: _____

FEIN: 93-6002286

Executed By: _____

Oregon Business Registry:

Printed Name: Miriha Aglietti

COBID: N/A

Title: Designated Procurement Officer

Date: _____

Approved Pursuant to ORS 279A.140

DEPARTMENT OF ADMINISTRATIVE SERVICES:

By: Not Required per OAR 125-246-0365(4)

Date: _____

Approved Pursuant to ORS 291.047

DEPARTMENT OF JUSTICE:

By: Not Required per ORS 190.430

Date: _____