



DAN JOHNSON
DIRECTOR

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

September 5, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of Amendment #3 to an Intergovernmental Agreement with the State of Oregon for the Fire Hardening Grant program. Amendment has no fiscal impact, agreement remains \$172,072. Funding through State of Oregon. No County General Funds are involved.

Previous Board Action/Review	<ul style="list-style-type: none"> September 3, 2024: Request for Consent October 26, 2023: BCC Approved Amendment #2 June 29, 2023: BCC Approved Amendment #1 March 24, 2022: BCC Approved Grant Agreement #PO-44000-00005557 		
Performance Clackamas	<ol style="list-style-type: none"> Ensure safe, healthy and secure communities. Build a strong infrastructure 		
Counsel Review	Yes – HH 8/20/24	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 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

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25 applications for FHG funds; 17 applicants have been approved for awards totaling \$69,250. At the time of this Staff Report, there is one active application currently under review.

Amendment #3

This Amendment #3 changes the Terms of the Agreement so the IGA concludes on December 31, 2024 (end of this calendar year). This end date is appropriate as Clackamas County has processed the majority of projects/applications that would be eligible for these grant funds, and we do not foresee further upcoming applications. Maintaining the IGA has administrative costs for the County, so keeping the IGA active without community need is costly.

If for some reason a customer does contact us after the IGA is complete, the State has agreed to administer any future Clackamas County applications.

By having until the end of the current calendar year, this allows for completion of the one remaining application which is in process (for a 2018 permit).

With this Amendment #3 there are no changes in the value of the IGA.

RECOMMENDATION: Staff respectfully recommends approval of IGA #PO-44000-00005557, Amendment #3 with the State of Oregon to conclude the Agreement on December 31, 2024.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

**AMENDMENT #3 to
INTERGOVERNMENTAL AGREEMENT #PO-44000-00005557**

This is Amendment No. 3 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 updated the Purpose, Term of Agreement, and Statement of Work.*
4. *Amendment 3 updates the 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 ~~striketrough~~ font).

- a. 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, 2024** ~~December 31, 2025~~, 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.

- b. This section modifies the Statement of Work.

III. STATEMENT OF WORK:

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.
- iii) **The County may request an additional disbursement of grant monies when they determine that they no longer have sufficient funds to pay for all applications. If a grant award has not been determined yet, the County may use up to \$4,500.00 per application for the purposes of determining how much they may request. 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.~~
 - 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.
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 following 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: N/A

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: _____