



TILLAMOOK COUNTY BOARD OF COMMISSIONERS

Mary Faith Bell - Doug Olson - Erin Skaar

BOARD MEETING

Wednesday, June 12, 2024, 9:00 AM

Join In Person:

County Courthouse, Board of Commissioners' Meeting Room 106, 201 Laurel Avenue, Tillamook

Join Virtually:

tillamookcounty.gov/bocc/page/meetings-agendas-minutes or 1-971-254-3149, ID: 866 914 607#

Additional viewing options are available at tctvonline.com. Closed captioning and translation options are available for recorded videos at www.youtube.com/@tillamookcounty1434.

More detailed *meeting instructions* are available at tillamookcounty.gov/bocc/page/meetings-agendas-minutes. Call 503-842-1814 or send an email to helpdesk@tillamookcounty.gov regarding any meeting technical issues.

MEETING - 2024-06-12 BOCC MEETING AUDIO.MP4

CALL TO ORDER – June 12, 2024 9:00 a.m.

1. Welcome & Request to Sign Guest List
02:44
2. Pledge of Allegiance
02:49
3. Public Comment
03:12

Agenda Item #9/April Bailey

4. Non-Agenda Items – Agenda Item #9 is postponed/Commissioner Mary Faith Bell
08:20

LEGISLATIVE - ADMINISTRATIVE

5. Consideration of a Stormwater Drainage Easement with Community Action Resource Enterprises, Inc. for Property Located at Township 1 South, Range 9 West in Section 30BC, Tax Lots 1200 and 1300, in Tillamook County, Oregon/Mareliza DeJesus, Project Manager, Houseless Action Network; Jeff Blackford, Executive Director, Community Action Resource Enterprises, Inc.
08:26

A motion was made by Commissioner Skaar and seconded by Vice-Chair Olson. The motion passed with three aye votes. The Board signed the easement.

6. Consideration of Tillamook County's 24-25 Property & Casualty Insurance Renewal/Cheryl Spellman, Owner, Hudson Insurance

12:26

A motion to renew at the \$25,000 deductible level was made by Commissioner Skaar and seconded by Vice-Chair Olson. The motion passed with three aye votes. The Board approved the renewal.

7. Consideration of a Memorandum of Agreement with Tillamook County 911 and Manzanita Police Department for NetMotion Software/Matt Kelly, Undersheriff, Sheriff's Office

49:15,

A motion was made by Commissioner Skaar and seconded by Vice-Chair Olson. The motion passed with three aye votes. The Board signed the memorandum of agreement.

8. Consideration of a Prevailing Wage Rate Contract for Construction with Point Monitor Corporation for the Justice Facility Fire Alarm Replacement Project/Lieutenant Fernando Silveira, Sheriff's Office

51:59

A motion was made by Commissioner Skaar and seconded by Vice-Chair Olson. The motion passed with three aye votes. The Board signed the contract.

9. Consideration of an Order in the Matter of Modifying Fees for Environmental Health Services at the Tillamook County Health and Human Services Department/Marlene Putman, Administrator, Health and Human Services

59:44

AGENDA ITEM POSTPONED

10. Consideration of an Out-of-State Travel Request for Anya Reeser to Attend the Northwest Primary Care Leadership Institute Training in Seattle, Washington on 9/17/24 - 9/21/24/Marlene Putman, Administrator, Health and Human Services

59:45

A motion was made by Commissioner Skaar and seconded by Vice-Chair Olson. The motion passed with three aye votes. The Chair signed the travel request.

11. Consideration of a Professional Services Agreement with DOWL for the Wilson River Training Structure (Shilo Levee) Project/Chris Laity, Director, Public Works

1:00:55

A motion was made by Commissioner Skaar and seconded by Vice-Chair Olson. The motion passed with three aye votes. The Board signed the agreement.

12. Consideration of a Request to Approve Insurance Coverage for The Tillamook County Veterans Memorial/Nicholas Torres, Veterans Service Officer

33:29

A motion was made by Commissioner Skaar and seconded by Vice-Chair Olson. The motion passed with three aye votes. The Board approved the request.

AGENDA ITEM TAKEN OUT OF ORDER

13. Consideration of an Acknowledgment and Approval of a Tillamook Lightwave Grant and Letter of Support for the Oregon Broadband Technical Assistance Program/Commissioner Doug Olson

1:03:56

A motion was made by Commissioner Skaar and seconded by Vice-Chair Olson. The motion passed with three aye votes. The Board signed the letter of support.

14. Consideration of Approval of the 2023-2025 Grant Solicitation for the Oregon Behavioral Health Deflection Program/Commissioner Erin Skaar

1:06:06

A motion was made by Commissioner Skaar and seconded by Vice-Chair Olson. The motion passed with three aye votes. The Board approved the request.

15. Consideration of a Professional Services Agreement with Praxis Political for the Public Safety Radio Communications System Bond Campaign Project/Rachel Hagerty, Chief of Staff

1:14:40

A motion was made by Commissioner Skaar and seconded by Vice-Chair Olson. The motion passed with three aye votes. The Board signed the agreement.

16. Consideration of a Grant Application for an Active Transportation Infrastructure Investment Program for the Jensen Property Realignment Planning and Design Project/Rachel Hagerty, Chief of Staff

1:20:03

A motion was made by Commissioner Skaar and seconded by Vice-Chair Olson. The motion passed with three aye votes. The Board approved the grant application.

17. Board Concerns: There were none.

1:25:54

OTHER MEETINGS AND ANNOUNCEMENTS

1:26:18

Commissioners will hold a Board Briefing on **Wednesday, June 12, 2024** at **2:00 p.m.** to discuss weekly Commissioner updates. The meeting will be held in the Commissioners' Meeting Room 106 in the Tillamook County Courthouse, 201 Laurel Avenue, Tillamook. The teleconference number is 1-971-254-3149, Conference ID: 866 914 607#.

The Commissioners will hold a Leadership Team meeting to discuss the Strategic Plan on **Friday, June 14, 2024** at **10:00 a.m.** The meeting will be held in the Board of Commissioners' Meeting Room 106 at the Tillamook County Courthouse, 201 Laurel Avenue, Tillamook. The teleconference number is 1-971-254-3149, Conference ID: 866 914 607#.

The Local Public Safety Coordinating Council (LPSCC) meeting will be held on **Monday, June 17, 2024** at **12:00 p.m.** The meeting will be held in the Board of Commissioners' Meeting Room 106 in the Tillamook County Courthouse, 201 Laurel Avenue, Tillamook. The teleconference number is 1-971-254-3149, Conference ID: 155 859 952#.

Juneteenth is an observed holiday for the County and the Oregon State Circuit Court. All County offices in the Tillamook County Courthouse and the Tillamook County Library, administrative offices in the Jail and Justice Facility, Public Works Department, Department of Community Development, Surveyor's Office, and the Health and Human Services Department and clinics, and the State Circuit Court, will be **CLOSED** on **Wednesday, June 19, 2024**.

Chair Bell recessed the meeting at 10:30 a.m. to go into executive session pursuant to ORS 192.660(2)(e).

Chair Bell reconvened the meeting at 11:17 a.m.

ADJOURN – 11:17 a.m.

Wednesday, June 12, 2024

(Please use reverse if necessary)

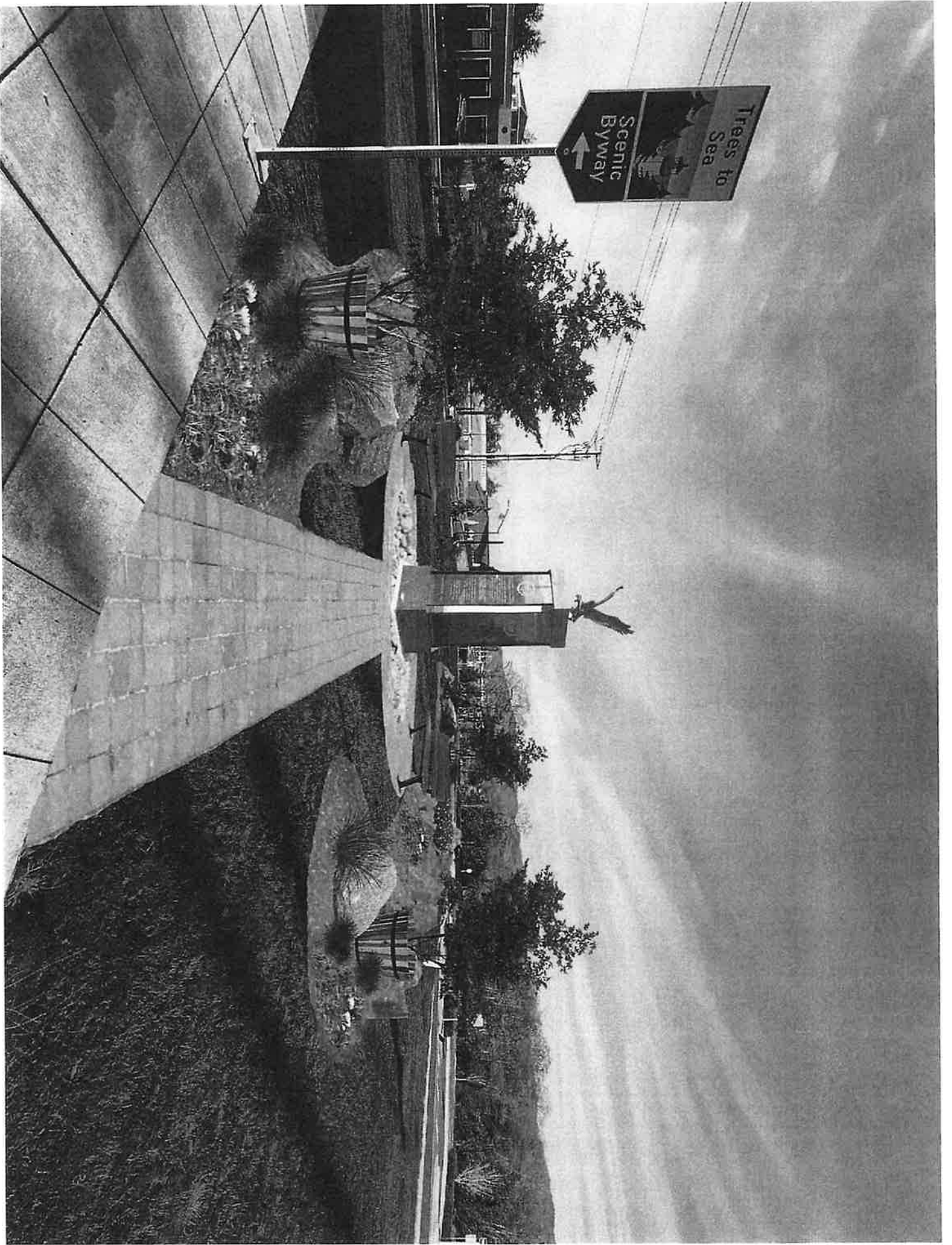
WEDNESDAY, June 12, 2024

PLEASE PRINT

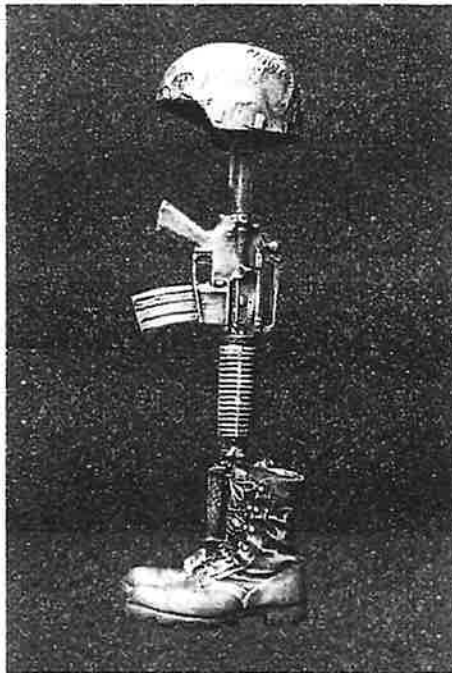
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Tillamook County
Insurance Cost Analysis
Prepared by Hudson Insurance

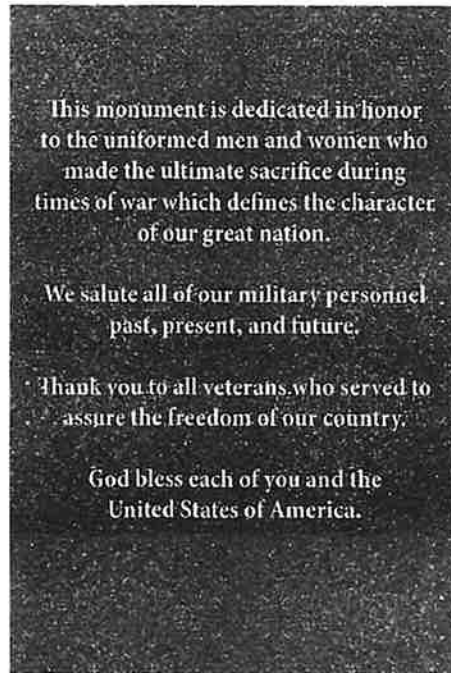
	CIS		CIS		CIS
	2023-2024		2024-2025		2024-2025
	Per Occurrence Deductible Option - \$10k		Per Occurrence Deductible Option - \$10k		Per Occurrence Deductible Option - \$25k
Line Of Business					
General Liability					
Including					
Public Officials Liability	\$ 418,314.98	\$ 452,639.10	\$ 402,397.25		
Law Enforcement Liability					
Employment Practices Liability					
Auto Liability	\$ 53,468.98	\$ 56,163.82	\$ 49,230.01		
Auto Physical Damage					
On vehicles valued over \$5,000	\$ 47,741.40	\$ 50,978.91	\$ 50,978.91		
Property	\$ 220,723.48	\$ 275,966.41	\$ 275,966.41		
\$1,000 Deductible					
Includes EQ & Flood Limit of					
\$5,000,000 w/\$50,000 EQ Ded.					
and \$25,000 Flood Ded.					
Crime	\$ 1,061.00	\$ 1,166.00	\$ 1,166.00		
Cyber Liability					
Increased Cyber - \$1m	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00		
	\$ 14,280.00	\$ 14,280.00	\$ 14,280.00		
Equipment Breakdown	Incl.	Incl.	Incl.		
Aggregate Deductible Credit	\$ -	\$ -	\$ -		
Multi-Line Credit	\$ (37,012.44)	\$ (41,787.41)	\$ (38,928.63)		
23-24 Endorsements	2023-2024	2024-2025	2024-2025		
	Per Occurrence Deductible Option - \$10k	Per Occurrence Deductible Option - \$10k	Per Occurrence Deductible Option - \$25k		
Best Case / Guaranteed Cost Plan	\$ 8,200.00	\$ 819,906.83	\$ 765,589.95		
Increase over 23-24 after endorsements	\$ 737,277.40	\$ 82,629.43	\$ 28,312.55		
Savings over Current \$5k Plan			\$ (54,316.88)		



Left View



Front View



Right View



Left-Front 3/4 View



Front-Right 3/4 View

PROOF # 1 VERSION # APPROVED ☐	Custom Size Military Monument; Overall Size = 80" x 80" x 84" Sandblasted Text & Custom GLASS Artwork		DATE: 04-25-2023 JOB #: 383530		 COPYRIGHT 2023	
	Special Requests / Instructions: GLASS Art: Battlefield Cross = Approx. 24" x 60" (2 Color), POW Emblem = 32.5" x 38.5" (1 Color)		☒ Email Proof ☐ 0 Inch Sanded Border			DESIGNER: IMC
GLASS ART IS AN ARTIST'S INTERPRETATION OF WHAT IS CREATED DIGITALLY ON SCREEN FOR THE SAKE OF A PROOF. WHILE THE LASER IS A HIGHLY ACCURATE MACHINE THAT MAKES THIS PROCESS POSSIBLE, THE FINAL PRODUCT IS CREATED BY AN ARTIST'S HAND. YOUR APPROVAL AUTHORIZES THE MANUFACTURE OF THE ARTWORK SHOWN ON THE PROOF. BY ORDERING, YOU ACKNOWLEDGE THAT Q1 STONE WILL PRODUCE THE GLASS ART WITH GREAT ATTENTION TO DETAIL AND CRAFTSMANSHIP. DUE TO A LIMITED COLOR GAMUT, PRECISE COLOR MATCHING IS NOT POSSIBLE. YOUR SIGNATURE RELIEVES Q1 STONE OF ANY AND ALL RESPONSIBILITY FOR MISTAKES IN DESIGN OR TEXT.			☒ SANDBLASTED LETTERING	☐ LASER ETCHED LETTERING	☐ GLASS ART LETTERING	2 # of COLORS
Signature _____			Date _____			



**NOTICE OF DECISION AND FINAL ORDER
OF THE CITY OF TILLAMOOK CITY COUNCIL
WITH FINDINGS AND CONCLUSIONS
FOR SITE PLAN REVIEW SP-24-03
TILLAMOOK, OREGON
DATE MAILED: MAY 21, 2024**

In the Matter of Consideration of a Site Plan Review Approval for the public art memorial display on the Subject Property Known As:

Tax Lot 00400, Assessor's Map 1S09W30BC, Located at:
15 Main Avenue in the City of Tillamook

Applicant: Nicholas Torres, formerly piloted project by Councilor Doug Henson
201 Laurel Avenue
Tillamook, OR 97141

The City Council of the City of Tillamook finds, concludes, and orders that this application for Site Plan Review be approved with conditions and incorporates the application & site plan, the May 15, 2024, Staff Report, and the hearing records from May 20, 2024, by reference.

The City Council concurs with the criteria analysis provided by staff, adopts them as their findings of fact and conclusions of law.

Based upon the City Council findings of fact, it has been concluded that, with the conditions listed below, the applicant has met the criteria and standards, and the application for Site Plan Review, can be approved.

- 1) All the applicant's plans and stipulations are incorporated in this approval, unless specifically modified by the conditions below.
- 2) The applicant shall acquire all required local, state, and federal permits, including a City of Tillamook Zoning Clearance Permit.
- 3) Applicant shall provide a maintenance agreement for the artwork and landscaping maintenance of this property per guidelines in Resolution 1678 and §152.052(5). A zoning permit will not be issued until this agreement is provided to the City.
- 4) Applicant shall provide an agreement and commitment to keep the public art in place as approved for a minimum of five (5) years and to maintain the artwork during that time per Resolution 1678. A zoning permit will not be issued until this agreement is provided to the City.
- 5) The applicant shall provide an installation schedule before any zoning permit is issued as per Resolution 1678.
- 6) Applicant shall provide proper lighting to this exhibit in accordance with ODOT permit #01M-40833 and §152.053(C).

FINAL ORDER for SP-24-03

11 337



The owner/applicant is required to construct the proposal in conformance with the submitted plan as amended by the above findings and conditions and attached stipulations/clarifications, and to comply with all other applicable local, state, and federal laws including codes, ordinances, regulations, rules, and statutes, and to complete application(s) for the City Zoning Clearance Permit. Failure of the applicant to fully comply with the conditions of approval may result in the subject project being declared a violation of the City Development Code as described in § 152.099 of the City Code of Ordinances.

Aaron Burris
Aaron Burris, Mayor for the City of Tillamook

5-20-24
Date

The effective date of this decision is 14 days following the signing of this order. This decision may be appealed to the Oregon Land Use Board of Appeals by an affected party with standing.



APPLICATION AND PERMIT TO OCCUPY OR PERFORM OPERATIONS UPON A STATE HIGHWAY

See Oregon Administrative Rule, Chapter 734, Division 55

PERMIT NUMBER

01M-40833

CLASS:

KEY#

GENERAL LOCATION				PURPOSE OF APPLICATION (TO CONSTRUCT/OPERATE/MAINTAIN)			
HIGHWAY NAME AND ROUTE NUMBER US-101 / 9 / Oregon Coast				☐ POLE LINE	TYPE	MIN. VERT. CLEARANCE	
HIGHWAY NUMBER 008	COUNTY Tillamook			☐ BURIED CABLE	TYPE		
BETWEEN OR NEAR LANDMARKS				☐ PIPE LINE	TYPE		
HWY. REFERENCE MAP		DESIGNATED FREEWAY ☐ YES ☒ NO	IN U.S. FOREST ☐ YES ☒ NO	☐ NON-COMMERCIAL SIGN AS DESCRIBED BELOW			
APPLICANT NAME AND ADDRESS City of Tillamook 210 Laurel Ave. Tillamook, OR 97141				☐ MISCELLANEOUS OPERATIONS AND/OR FACILITIES AS DESCRIBED BELOW			
BOND REQUIRED ☐ YES ☐ NO		FOR ODOT USE ONLY REFERENCE: OAR 734-055-0035(2)		AMOUNT OF BOND			
INSURANCE REQUIRED ☒ YES ☐ NO		REFERENCE: OAR 734-055-0035(1)		SPECIFIED COMP. DATE 01/01/2033			

DETAIL LOCATION OF FACILITY (For more space attach additional sheets)

MILE POINT TO	MILE POINT	ENGINEERS STATION TO	ENGINEERS STATION	SIDE OF HWY OR ANGLE OF CROSSING	DISTANCE FROM CENTER OF PVT	RAW LINE	BURIED CABLE OR PIPE DEPTH/VERT.	SIZE AND KIND	SPAN LENGTH
65.58	65.84								

DESCRIPTION OF DESIRED USE

SPECIAL PROVISIONS (FOR ODOT USE ONLY)

TRAFFIC CONTROL REQUIRED

☐ YES [OAR 734-055-0025(6)]

☒ NO

OPEN CUTTING OF PAVED OR SURFACED AREAS ALLOWED

☐ YES [OAR 734-055-0100(2)]

☒ NO [OAR 734-055-0100(1)]

- AT LEAST 48 HOURS BEFORE BEGINNING WORK, THE APPLICANT OR HIS CONTRACTOR SHALL NOTIFY THE DISTRICT REPRESENTATIVE Permits AT PHONE NO.: 503-325-5853 OR EMAIL OR FAX THIS PAGE TO THE DISTRICT OFFICE AT: , SPECIFY TIME AND DATE WORK IS TO OCCUR.
- A COPY OF THIS PERMIT AND ALL ATTACHMENTS SHALL BE AVAILABLE AT THE WORK AREA DURING CONSTRUCTION.
- ATTENTION: Oregon Law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0001 through OAR 952-001-0080. You may obtain copies of the rules by calling the center at (503) 232-1987.

CALL BEFORE YOU DIG 1-800-332-2344

COMMENTS (FOR ODOT USE ONLY)

Applicant to Contact the District Office for per-approval for location and depths of all digging. 503-325-722 ask for permits.

Adopt - A - Land scape

IF THE PROPOSED APPLICATION WILL AFFECT THE LOCAL GOVERNMENT, THE APPLICANT SHALL ACQUIRE THE LOCAL GOVERNMENT OFFICIAL'S SIGNATURE BEFORE ACQUIRING THE DISTRICT MANAGER'S SIGNATURE.

LOCAL GOVERNMENT OFFICIAL SIGNATURE X [Signature]		TITLE City Manager	DATE 04/10/2023
APPLICANT SIGNATURE X [Signature]	APPLICATION DATE 04/10/2023	TITLE City Manager	TELEPHONE NO. 503-842-2472
DISTRICT MANAGER OR REPRESENTATIVE X [Signature]			APPROVAL DATE 4/13/23

When this application is approved by the Department, the applicant is subject to, accepts and approves the terms and provisions contained and attached and the terms of Oregon Administrative Rules, Chapter 734, Division 55, which is by this reference made a part of this permit.



ADOPT-A-HIGHWAY PERMIT PROVISIONS

Highway Division



APPLICANT NAME City of Tillamook	PERMIT NUMBER 01M-40833
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General Provisions

The Applicant shall comply with all provisions of Oregon Administrative Rules (OAR) Chapter 734, Division 029. Copies of OARs are available from any ODOT District office, or on the Web at http://arcweb.sos.state.or.us/rules/OARS_700/OAR_734/734_029.html.

Standard Provisions (apply when box is checked)

I. Litter Clean Up

- ☐ 1. Litter and other debris will be bagged or stacked in orderly piles on the outside edge of the highway shoulder for pick up and disposal by the District Manager.
- ☒ 2. Litter and other debris will be removed and disposed of by Applicant.

II. Noxious Weed Removal

- ☐ 1. Noxious weeds and other debris will be bagged or stacked in orderly piles on the outside edge of the highway shoulder as specified in the attached work plan for removal by the District Manager.
- ☐ 2. Noxious weeds and other debris will be removed and disposed of by Applicant. No burning is allowed within highway right of way.

III. Maintenance of Existing Landscape Areas

- ☒ 1. Landscaped areas shall be installed and maintained as shown on the attached work plan. Plantings shall be limited to low-growing shrubs, grass or flowers that do not attain sufficient height to obstruct clear vision in any direction. Plantings shall be compatible with the location and in accordance with the work plan. ODOT shall have the right to remove landscaping at any time such removal may appear to be in the public interest, without liability or loss, injury, of damage or any nature whatsoever.
- ☐ 2. Applicant shall not spray with pesticides or herbicides, cut or trim trees or shrubs growing on the highway right-of-way unless such work is included in the work plan. The use of pesticides or herbicides shall be only by persons who hold a valid commercial applicators license.
- ☒ 3. Landscape and other debris will be removed and disposed of by Applicant. No burning is allowed within highway right of way.
- ☐ 4. Landscape and other debris will be bagged or stacked in orderly piles at the location specified in the attached work plan for removal by the District Manager.
- ☒ 5. All grass and non-woody vegetation shall be cut or mowed back at least eight (8) feet from the edge of pavement and maintained during the growing season.

IV. Other

- ☐ 1. Access control fence shall be maintained during permitted work and restored to its original or better condition after permitted work is complete.
- ☐ 2. Call for utility locates before digging ("Call Before You Dig") at 811 or 1-800-332-2344, per Oregon Administrative Rule, Chapter 952, Division 001. The Applicant may be held liable for damages; pre-marking of excavation areas is required.
- ☒ 3. No activity shall be performed on or within the paved surface of the roadway. Applicant will use caution while working near the roadway and shall not interfere in any way with the movement of traffic on the roadway.
- ☐ 4. Work shall not restrict the proper function of the highway drainage facilities. Any work involving changes to topography will be graded to provide adequate drainage as described in the attached work plan.
- ☒ 5. When operating power driven machinery within a fire district, Applicant shall notify Oregon Department of Forestry and shall abide by all fire season tool and equipment requirements.



Tillamook County Board of Commissioners

201 Laurel Avenue, Tillamook, OR 97141

Phone: 503-842-3403

Mary Faith Bell, Chair
Doug Olson, Vice-Chair
Erin D. Skaar, Commissioner

June 12, 2024

Brian McGuirk
Broadband Project Coordinator
Oregon Broadband Office

RE: Broadband Technical Assistance Program Grant Approval

Dear Mr. McGuirk,

On behalf of the Tillamook County Board of Commissioners, I am writing to acknowledge and formally approve the contract between the State of Oregon and Tillamook Lightwave for the Broadband Technical Assistance Program.

We understand that this contract facilitates a grant of \$147,000, which will be instrumental in advancing the broadband infrastructure in our community.

We appreciate the State of Oregon's commitment to enhancing broadband access and are confident that this collaboration with Tillamook Lightwave will yield significant benefits to the residents of Tillamook County.

Please consider this letter as our official statement of acknowledgment and approval. We look forward to the program's successful implementation and its positive impact on our community.

Sincerely,

A handwritten signature in blue ink, appearing to read "MF Bell".

Mary Faith Bell, Chair
Tillamook County Board of Commissioners

**STATE OF OREGON
BROADBAND TECHNICAL ASSISTANCE PROGRAM
GRANT AGREEMENT**

Project Name: Business Planning and Preliminary Engineering for Tillamook County

Project Number: BTAP2404

This grant agreement (“Contract”) is between the State of Oregon, acting through its Oregon Business Development Department (“OBDD”), and Tillamook Lightwave IGA (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (“Effective Date”).

Pursuant to Oregon Laws 2020 First Special Session, chapter 17, Section 5, as later amended by Oregon Laws 2023, chapter 338, section 4 (2023), and Oregon Laws 2023, chapter 475, Section 4, (collectively, the “Act”), OBDD is authorized to distribute grant funds from funds in the Broadband Fund transferred from the universal service fund established under ORS 759.425 for the purpose of developing broadband service infrastructure, as more particularly described in Exhibit B (the “Project”).

This Contract includes the following, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

This Contract less Exhibits	
Exhibit A	General Definitions
Exhibit B	Project Description
Exhibit C	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Estimated Total Project Cost” means \$147,000.

“Grant Amount” means \$147,000.

“Handbook” means the Broadband Technical Assistance (BTAP) Applicant’s Handbook and Program Guidelines, adopted as an administrative rule under OAR 123-047-0095 and effective November 20, 2023.

“Project Closeout Deadline” means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

“Project Completion Deadline” means 01 January 2025.

SECTION 2 - FINANCIAL ASSISTANCE

Commitment. The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project as a grant in an aggregate amount not to exceed the Grant Amount (the “Grant”).

SECTION 3 - DISBURSEMENTS

A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).

- B. Financing Availability. The OBDD's obligation to make and Recipient's right to request disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) A copy of an intergovernmental agreement between Recipient and Tillamook County for the Project.
 - (3) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of costs, including materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act, OAR Chapter 123, Division 047 and specifically the Handbook, and any implementing policies.
 - (5) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (6) The Recipient has delivered documented authorization to OBDD for acceptance of the Grant and execution of this Contract from each of the parties to the intergovernmental agreement dated 01 November 2000 that formed the Recipient entity.
 - (7) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit B and according to the budget in Exhibit C. However, Recipient's actual expenditures may vary between line items by up to 15% of the original amount of any budgeted line item in Exhibit C without OBDD's prior written approval.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act, and Oregon law as applicable. Financing Proceeds cannot be used for costs

in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit B. In addition, the following are ineligible activities and the Financing Proceeds cannot be used for costs associated with them:

- (1) Capital expenditures such as buildings, land, equipment, or construction materials.
- (2) Activities that support the operations or maintenance of an existing network.
- (3) Any construction or deployment activities.

C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT
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The Recipient represents and warrants to OBDD:

A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Estimated Total Costs of the Project is shown in section 1, and the Project is fully funded.

B. Organization and Authority.

- (1) The Recipient is a Municipality as defined in ORS 285B.410(9), and validly organized and existing under the laws of the State of Oregon. Recipient is the lead organization and fiscal sponsor.
- (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
- (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.

C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.

D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

E. No Events of Default.

- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract.
- (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient

was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

A. Quarterly Reports and Closeout Report. (1) Within fifteen (15) days after the end of each calendar quarter (end of quarter dates: March 31, June 30, September 30, December 31), Recipient shall provide to OBDD a Quarterly Report. Quarterly Reports must adhere to the OBDD-provided reporting template which includes:

- (i) A narrative update on the status of the Project, including notification of delays; and
- (ii) A quarterly budget expenditure report for the Project.

The quarterly reporting obligations cease on the earlier of the date this Contract is terminated or the Project Closeout Deadline.

(2) Recipient shall provide to OBDD, no later than the Project Closeout Deadline, a Closeout Report. The Closeout Report must adhere to the OBDD-provided template which may include, but is not limited to:

- (i) All invoices submitted over the duration of the award;
- (ii) Final version of reports produced; and
- (iii) A narrative summary of what was achieved using Grant funds and an explanation of how the funds contributed to closing the digital divide.

B. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.

C. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract.

D. Project Completion Obligations. The Recipient shall:

- (1) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (2) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
- (3) Authorize OBDD to use and display or distribute copies of the final work product, any data generated, survey results, and analysis conducted, including the Closeout Report. OBDD will keep information confidential as allowed by Public Records Law.

E. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD, at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts and disbursements, related to this Contract. The Recipient shall supply any related reports and information as OBDD may reasonably require.

F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a

minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

- G. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- H. COBID Certified Firms. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, veteran owned businesses and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at:
<https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>.
- I. Professional Responsibility. Recipient will contract with a registered professional engineer or qualified telecommunications specialist for any engineering or network design that takes place during the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- J. Notice of Events of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- K. Contributory Liability and Contractor Indemnification.
 - (1) 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 may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related 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. The foregoing provisions are conditions precedent for either party’s liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties 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 in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties 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. Each party’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (2) Recipient shall take all reasonable steps to require 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 (“Indemnitee”) 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 Recipient’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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

SECTION 8 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient in this Contract or in any document provided by Recipient related to the Project.
- B. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
- (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
- (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
- (5) The Recipient takes any action for the purpose of effecting any of the above.
- C. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through B of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD’s commitment and obligation to make the Grant or disbursements under the Contract.
- (2) Barring Recipient from applying for future awards.

- (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
- (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; and last, to pay any other amounts due and payable under this Contract.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event of default by OBDD, Recipient's sole remedy will be for disbursement of Financing Proceeds for Costs of the Project, not to exceed the total amount of Financing Proceeds, less any claims OBDD has against Recipient.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
 - (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
 - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
 - (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.

- (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Confidentiality of Submissions.

- (1) Reports, documentation and other information that Recipient submits to OBDD pursuant to the Act and this Contract ("Submissions") are subject to the Oregon Public Records Law, ORS Chapter 192.
- (2) OBDD acknowledges that Submissions or portions of Submissions Recipient has previously made pursuant to the Act or will provide in performance of this Contract may be exempt from disclosure under Oregon Public Records Law or other law. OBDD will disclose Submissions or portions of Submissions to the extent required by Oregon Public Records Law and to the extent disclosure is required by other law, court order or government order, including orders from the Attorney General.
- (3) It is the Recipient's responsibility to mark Submissions or portions of a Submission that Recipient believes qualify under a Public Records Law exemption or other law that exempts from disclosure the Submission or portion of the Submission. To mark a Submission or portion of a Submission believed exempt from disclosure, Recipient shall clearly identify in the body of the Submission the material that is believed exempt from disclosure with words such as "CONFIDENTIAL – DO NOT DISCLOSE" or other words to the same effect. Alternatively, Recipient may submit a second copy of a Submission with the requested exemptions obscured and unreadable. Notwithstanding the foregoing, Recipient's failure to mark a Submission or portion of a Submission, shall not be conclusive evidence as to whether a Submission was submitted in confidence or is subject to disclosure.
- (4) If OBDD is subject to a disclosure order or receives from a third party any public records request for the disclosure of Submissions or portions of a Submission, OBDD shall notify Recipient of the request or disclosure order. OBDD will not disclose Submissions or portions of a Submission for 10 days after the notice. OBDD will make reasonable efforts to provide Recipient the proposed response.

- E. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Director, Oregon Broadband Office
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem, OR 97301-1280
Broadband.Oregon@biz.oregon.gov

With a copy to: Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem, OR 97301-1280

If to Recipient: Business Manager
Tillamook Lightwave IGA
1115 Pacific Avenue
Tillamook, OR 97141

- F. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- G. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- H. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- I. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.
- J. Choice of Law; Designation of Forum; Federal Forum. 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 Contract, 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 Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another 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.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

K. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

L. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through the
Oregon Business Development Department

Tillamook Lightwave

TILLAMOOK LIGHTWAVE IGA

By: _____
Nick Batz, Director
Oregon Broadband Office

By: John Luquette
John Luquette, Business Manager

Date: _____

Date: 5-30-2024

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Wendy Johnson per email dated 4 April 2024
(providing group approval)

Wendy Johnson, Senior Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Award” means the award of financial assistance to Recipient by OBDD dated 15 April 2024.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Financing Proceeds” means the proceeds of the Grant.

“OAR” means the Oregon Administrative Rules.

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

“Underserved Location” means a location lacking a wired broadband service connection that reliably provides broadband services at a speed of at least 100 megabits per second for downloads and 20 megabits per second for uploads.

“Unservd Location” means a location lacking a wired broadband service connection that reliably provides broadband services at a speed of at least 25 megabits per second for downloads and 3 megabits per second for uploads.

EXHIBIT B - PROJECT DESCRIPTION

Recipient with the assistance of a professional consultant will conduct a Project related to the planning and development of broadband service infrastructure to serve Underserved and Unserved Locations in Oregon. Such locations are those identified in the Recipient’s Grant application, and incorporated by reference, as confirmed by OBDD as being within the planned study/scope area of the Project (“Project Locations”).

Recipient will ensure the following checked activities, as defined in the Handbook and as may be further modified by Recipient’s Grant application have been completed for the Project Locations:

- ☐ Feasibility Study, meeting the minimum requirements
- ☒ Business Plan, meeting the minimum requirements
- ☐ Strategic Plan, meeting the minimum requirements

Recipient will also ensure the following checked activities have been completed for the Project Locations:

☒ Preliminary Engineering activities to help bring the Recipient’s proposed broadband infrastructure to shovel-read status, including:

- ☐ Pole data collection
- ☐ Conduit surveying
- ☐ Consulting and legal work associated with permitting

☒ Other stakeholder engagement and market analysis

☐ Hiring the following staff position(s) to assist with broadband expansion:.

☐ Maintaining for a period of *[insert #]* months, the following existing staff position related to broadband expansion with funding from the Grant:.

☐ Completion of a *[insert name]* grant application.

EXHIBIT C - PROJECT BUDGET

Line Item Activity	OBDD Funds	Estimated funds from other sources
Business Plan Costs	\$76,600	\$0
Preliminary Engineering Costs, including: Other stakeholder engagement and market analysis	\$63,400	\$0
Administrative Costs (capped at 5% of the Grant)	\$7,000	\$0
Total	\$147,000	\$0

2023-2025 Grant Solicitation: Oregon Behavioral Health Deflection Program

Application Due Date: July 1, 2024, at 1:00 PM PDT

Purpose:

The purpose of the Oregon Behavioral Health Deflection (BHD) Program is to provide funding for counties and tribal governments to address the need for more deflection programs to assist individuals whose behavioral health conditions, including substance use disorder, lead to interactions with law enforcement, incarceration, conviction and other engagement with the criminal justice system.

Deflection programs are collaborative programs between law enforcement agencies and behavioral health entities aimed at assisting individuals who may have substance use disorder, another behavioral health disorder or co-occurring disorders, to create community pathways to treatment, recovery support services, housing, case management or other services.

Eligible Applicants:

Eligible applicants are Oregon county governments, or their designee, and Oregon's federally recognized tribal governments, or their designee. Only one application may be submitted per entity.

An applicant may submit a multi-jurisdictional application on behalf of a consortium of government partners. In this case, one designee must serve as the main applicant for purposes of administering the grant agreement and managing sub-agreements.

In order to be eligible for BHD funding, a program *must*:

- Be coordinated by or in consultation with a community mental health program, a local mental health authority, or a federally recognized tribal government;
- Have a coordinator with the following program duties:
 - Convene deflection program partners as needed for the operation of the program;
 - Manage grant program funds awarded; and
 - Track and report data required by the Oregon Criminal Justice Commission.
- Involve *at least* the following partners:
 - A district attorney;
 - A law enforcement agency;
 - A community mental health program established under ORS 430.620; and
 - A provider from a Behavioral Health Resource Network established under ORS 430.389.

For questions regarding this grant solicitation please contact Kaysea Beck at kaysea.beck@cjc.oregon.gov.

2023-2025 Grant Solicitation: Oregon Behavioral Health Deflection Program

Availability and Duration of County Funding:

This is a one-time solicitation offering financial support to county governments for the grant period beginning July 1, 2024, and ending June 30, 2025.

A total of \$18,487,381 is available in grant funds for county governments and will be awarded through a formula funding process determined by state law. Funding allocations are posted on the [CJC website](#).

Applicants may apply for a planning grant or an operational grant.

- Planning: Funds will primarily be used to plan and develop a deflection program that will be implemented after January 2025.
- Operational: Funds will primarily be used to operate a deflection program that will be implemented before January 2025.

Application Timeline:

May 20, 2024	Grant solicitation released
July 1, 2024, at 1 pm	Grant applications due
No later than Aug 2, 2024	IMPACTS Grant Review Committee makes final award decisions

Application Requirements:

1. Applicants must review the [CJC Grant Administration Guide](#) for specific policies and procedures related to allowable uses of grant funds, review processes, and compliance regulations.
2. Prior to submitting an application, applicants must coordinate with all partners of the development and administration of the proposed deflection program to ensure that the partners have the resources necessary to implement the deflection program.
3. Applications must include the following:
 - a. Responses to all application questions (a list of questions is attached to this document)
 - b. A budget projection sheet (a sample is attached to this document; spreadsheet available upon request)
4. Successful applicants will be required to execute a grant agreement substantially in the form of the sample attached to this document.

How to Apply:

Applications must be submitted online through CJC's grant management system: <https://cjc-grants.smapply.io>.

Application Questions

Oregon Behavioral Health Deflection Program 23-25: Application Questions

Application Due Date: July 1, 2024, at 1:00 PM PDT

A deflection program is defined in HB 4002 (2024) as a collaborative program between law enforcement agencies and behavioral health entities that assist individuals who may have substance use disorder, another behavioral health disorder or co-occurring disorders, to create community-based pathways to treatment, recovery support services, housing, case management or other services.

Cover Sheet

County
[dropdown list]

Are you applying as an individual county or are you working as part of a consortium of counties?

- ☐ This application is for an individual county. *[if selected, skip to Primary Applicant Contact]*
- ☐ This application is a part of a consortium.

Please list all counties, including the one you represent, that are applying as part of your consortium.

Has the consortium established your county as the designee to apply for the Oregon Behavioral Deflection Program?

- ☐ Yes *[if yes, skip to Primary Applicant Contact]*
- ☐ No

Which county are you establishing as your designee to apply for the Oregon Behavioral Deflection Program?

[dropdown list]

- ☐ **By selecting this box, the submitter acknowledges that their county's proportion of funds for the Oregon Behavioral Health Deflection Program will be distributed to the county they have designated above.**

Primary Applicant Contact

Name:

Organization:

Title:

Street Address:

City:

Zip Code:

E-mail:

Phone:

Fiscal Contact

Name:

Legal Name of Organization for Payment:

State EIN:

Payment Remittance Street Address:

City:

Zip Code:

E-mail:

Phone:

Would you like ACH payment processing (direct deposit)?

☐ Yes

☐ No

APPLICANT ELIGIBILITY QUESTIONS

As part of a consortium, did your county establish another county as designee to apply for the Oregon Behavioral Health Deflection Program on the cover sheet?

☐ Yes *[if yes, skip to next section]*

☐ No

A. Deflection Program Coordinator

1. To be eligible for funding you must have a program coordinator responsible for convening deflection program partners as needed for the operation of the program, managing grant program funds awarded under this section, tracking and reporting data required by the Oregon Criminal Justice Commission, and providing notification of deflection program completion to the entities responsible for sealing records under

section 54 of HB 4002 (2024). **This position is an eligible use of Oregon Behavioral Health Deflection Program (BHD) funds.**

Identify the program coordinator below.

Name:

Position Title:

Organization:

Email Address:

How is your program coordinator funded? *You may use BHD funds.*

- ☐ The applicant acknowledges that the program coordinator will be responsible for the duties listed above and outlined in HB 4002 (2024), and the applicant is required to provide the CJC with new contact information if the individual performing the coordinator duties changes in the future.

B. Required Program Partners & Collaboration

- 1.) Is your deflection program coordinated by or in consultation with a community mental health program, a local mental health authority, or a federally recognized tribal government? *Select all that apply and indicate the involved organization(s), but you must select at least one to be eligible.*

- ☐ Community Mental Health Program:
☐ Local Mental Health Authority:
☐ Federally Recognized Tribal Government:

- 2.) Please indicate the organization(s) of the required local partners involved in the development and/or administration of your county's deflection program.

District Attorney:

Law Enforcement:

Community Mental Health Program:

Behavioral Health Resource Network Provider:

- 3.) Please indicate the organization(s) of the optional local partners involved in the development and/or administration of your county's deflection program.

Select all that apply.

- ☐ Public defense:

- ☐ Court:
- ☐ Treatment Provider:
- ☐ Local Mental Health Authority:
- ☐ Tribal Government:
- ☐ Peer Support Organization:
- ☐ Local Government Body:
- ☐ First Responder Agency:
- ☐ Community Provider:
- ☐ Community Based Organization:
- ☐ Case Manager Provider:
- ☐ Recovery Support Services Provider:
- ☐ Other [open text]:

For the questions below, please refer to the local partner organization(s) you identified in questions 2-3 of this section that are involved in the development and/or administration of your county's deflection program.

- 4.) Prior to submitting this application, have you coordinated with all program partners identified above on the development and administration of the proposed deflection program to ensure that the partners have the resources necessary to implement the deflection program?

- ☐ Yes
- ☐ No

- 5.) Please describe the coordination with program partners that has occurred to set up your jurisdiction's deflection program.

Word Limit: 150

- 6.) Describe how the program coordinator will communicate with all program partners concerning program participants and any other matter necessary for the administration of the program.

Word Limit: 150

C. Deflection Program Details

- 1.) Are you requesting funds for a planning grant or an operational grant?

- ☐ Planning: This grant will primarily be used to plan and develop a deflection program that will be implemented after January 2025. You will be required to notify CJC as soon as your program is ready to become operational.
- ☐ Operational: This grant will primarily be used to operate a deflection program that will be implemented before January 2025.

- 2.) At this time, when does your county estimate it will begin operating a deflection program?

NOTE: If your county already has a program in operation that will serve as its deflection program, please provide the date that program began.

Month:

Year:

If your program is operational, please provide detailed responses to the questions below. If you selected a planning grant, please describe what you have done to date or currently plan to do in response to each question below.

- 3.) From the initial call for service or point of contact with an individual to a referral and/or engagement with treatment or services, please describe how your deflection program functions, in steps. (Your response may include: referral pathways, plan for engagement in treatment and/or services, collaboration among deflection partners, data sharing practices, etc.)

Word Limit: 300

- 4.) Please describe the individuals who are eligible for your deflection program.

Word Limit: 75

- 5.) What qualifies as a successful outcome for participants in your deflection program?

Word Limit: 75

- 6.) Describe how your deflection program is culturally and linguistically responsive, trauma-informed, and evidence-based.

Word Limit: 150

- 7.) Please describe how your program will address language access barriers when communicating program referral options and program procedures to non-English speaking individuals.

Word Limit: 150

- 8.) As part of your deflection program, will law enforcement or first responders (as part of routine activities or patrol) make the first contact and refer individuals to treatment or a case manager?

- ☐ Yes

[if yes] Please describe this process, including its planned or operational start date if different than the date identified in question C.2.

- ☐ No

9.) As part of your deflection program, will arrests or citations be made, charges be filed, or charges held in abeyance?

- ☐ Yes

[if yes] Please describe this process, including its planned or operational start date if different than the date identified in question C.2.

- ☐ No

10.) As part of your deflection program, can an individual voluntarily initiate contact with a first responder agency (e.g. police department, fire station, EMS) to seek a referral to treatment, without an arrest, citation, or charges filed?

- ☐ Yes

[if yes] Please describe this process, including its planned or operational start date if different than the date identified in question C.2.

- ☐ No

11.) As part of your deflection program, will first responders or an outreach team proactively identify or seek out individuals with substance use disorders to refer them to or engage them in treatment and/or services without an arrest, citation, or charges filed?

- ☐ Yes

[if yes] Please describe this process, including its planned or operational start date if different than the date identified in question C.2.

- ☐ No

12.) As part of your deflection program, will first responders and/or program partners conduct specific outreach to individuals who have recently experienced an opioid overdose to engage them in treatment and/or services without an arrest, citation, or charges filed?

- ☐ Yes

[if yes] Please describe this process and specify if process includes engagement in Medication Assisted Treatment, and include its planned or operational start date if different than the date identified in question C.2.

- ☐ No

- 13.) As part of your deflection program, will a multidisciplinary mobile crisis team (e.g. behavioral health professionals, crisis workers, peer specialists) responding to a call for service refer individuals to treatment or case manager without an arrest, citation, or charges filed?

☐ Yes

[if yes] Please describe this process, including its planned or operational start date if different than the date identified in question C.2.

☐ No

DATA

As part of a consortium, did your county establish another county as designee to apply for the Oregon Behavioral Health Deflection Program on the cover sheet?

☐ Yes *[if yes, skip to next section]*

☐ No

In order to determine best practices within Oregon, tracking and reporting data concerning deflection program outcomes is an important part of the BHD program. Please acknowledge that you have read and understood the following statements:

- ☐ I acknowledge our program will comply with the CJC's relevant BHD data tracking and reporting requirements.
- ☐ I acknowledge our program will cooperate with the CJC and their technical assistance providers in establishing a statewide data collection system for deflection programs.
- ☐ I attest that our program coordinator or a representative of our program will attend all required webinars held by the CJC's research partners or technical assistance partners during the first year of the BHD.

Your deflection program coordinator will be responsible for tracking and reporting deflection data in the statewide data system developed by CJC, as requested by CJC or CJC's research/technical assistance partners. Considering the required and optional partners in your program's development, do you anticipate any barriers or challenges in tracking or reporting the following data points?

Select all that apply:

- ☐ List of deflection participants
 - ☐ Deflection participant demographics (e.g., age group, race/ethnicity for each participant)
 - ☐ Source of referral for deflection (e.g, District Attorney, law enforcement, BHRN, community mental health program)
 - ☐ Services provided as part of the deflection program
 - ☐ Don't know, please explain:
-

BUDGET

As part of a consortium, did your county establish another county as designee to apply for the Oregon Behavioral Health Deflection Program on the cover sheet?

- ☐ Yes *[if yes, end application]*
- ☐ No

Budget Projection Sheet Upload

Please download the Budget Projection Sheet ([click here](#)), and then upload your Budget Projection Sheet below.

To assist with completing your Budget Projection Sheet, you can view the 2023-25 Oregon Behavioral Health Program Formula Funding Table by [clicking here](#).

Grant funds may be used for: deflection program expenses including but not limited to law enforcement employees, deputy district attorneys and behavioral health treatment workers, including peer navigators and mobile crisis and support services workers; behavioral health workforce development; and capital construction of behavioral health treatment infrastructure.

Upload

Sample Budget Projection Sheet

Item Description	Program/Project Supported	Organization Served	Per Person Unit	# Units Requested	Total Amount Requested	Sample Narrative: For each requested item in the left, provide a brief justification as to how it meets or fulfills the purpose/intent of the program
1					0.00 1.1	
2					0.00 2.1	
3					0.00 3.1	
4					0.00 4.1	
5					0.00 5.1	
6					0.00 6.1	
7					0.00 7.1	
8					0.00 8.1	
9					0.00 9.1	
10					0.00 10.1	
Program Total:					\$	

Travel/Unsubsidized Travel: Higher expenses for transportation, lodging, airfare, and registration for training that support stated purposes.

Directions: Each line item should be dedicated to a single training cost or travel cost.

All travel expenses must follow state DHS and federal GSA regulations; luxury expenses are not allowed (e.g. first-class seating).

In the "Organization Served" field, list the organization that will be providing the training.

In the "Program/Project Supported" field, list the program/project that will be receiving the training.

In the "Is this a Training or Travel Cost?" field, select to which line item relates from the dropdown menu.

In the "Training or Travel Costs (for Individuals)" field, input the estimated individual travel cost or registration cost for each attendee.

Line Item	Program/Project Supported	Organization Served	Location of Training	Is this a Training or Travel Cost?	Training or Travel Costs (for Individuals)	# of Individuals Attending	Total Amount Requested	Travel/Unsubsidized Travel Narrative: For each requested item in the left, provide a brief justification as to how it meets or fulfills the purpose/intent of the program
1				Select Option			0.00 1.1	
2				Select Option			0.00 2.1	
3				Select Option			0.00 3.1	
4				Select Option			0.00 4.1	
5				Select Option			0.00 5.1	
6				Select Option			0.00 6.1	
7				Select Option			0.00 7.1	
8				Select Option			0.00 8.1	
9				Select Option			0.00 9.1	
10				Select Option			0.00 10.1	
Program Total:							\$	

Administrative Costs: Activities associated with administering the grant such as purchasing, budgeting, payroll, accounting and staff services.

Directions:

In the "Organization Served" field, identify the organization that will be providing the administrative support.

In the "Program/Project Supported" field, identify the specific program/project the expenses support.

In the "Organization" field, identify the entity that will be conducting the administrative activities.

Item Description	Program/Project Supported	Organization Served	Total Amount Requested	Administrative Costs Narrative: For each requested item in the left, provide a brief justification as to how it meets or fulfills the purpose/intent of the program
1			0.00 1.1	
2			0.00 2.1	
3			0.00 3.1	
4			0.00 4.1	
5			0.00 5.1	
6			0.00 6.1	
7			0.00 7.1	
8			0.00 8.1	
9			0.00 9.1	
10			0.00 10.1	
Administrative Total:			\$	

Budget Request Table: This section is a summary of the budget request for the program provided below.

Budget Category	Current Year	Next Year
Personnel	\$	\$
Contractual Services	\$	\$
Travel & Lodging	\$	\$
Equipment	\$	\$
Supplies	\$	\$
Training/Outreach Travel	\$	\$
Subtotal	\$	\$
Administrative Costs	Total	Total
All Items	\$	\$
Total Budget Request: \$		\$

*Has more than 10% without exception request.

Sample Grant Agreement

BHD-25-XX GRANT AGREEMENT
CRIMINAL JUSTICE COMMISSION
BEHAVIORAL HEALTH DEFLECTION GRANT PROGRAM

Agreement Number: BHD-25-XX

This grant agreement ("Agreement"), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission ("CJC" or "State"), and **Grantee Name** ("Recipient"). This Agreement becomes effective only when fully signed and approved as required by applicable law ("Effective Date"). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **December 31, 2025**.

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

Exhibit A: Contact Information, Project Description and Reporting Requirements

Exhibit B: Subagreement Insurance Requirements

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

SECTION 1: KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$XXX,XXX,XXX

Completion Deadline: June 30, 2025

SECTION 2: FINANCIAL ASSISTANCE

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

CJC's obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

SECTION 3: DISBURSEMENT

- A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in two equal installments of \$XXX,XXX each, the first installment by October 5, 2024, and the second installment on January 5, 2025.
- B. Conditions to Disbursements. CJC has no obligation to disburse Grant funds unless:
 - (1) CJC has sufficient funds currently available for this Agreement; and
 - (2) CJC has received appropriations, limitations, allotments or other expenditure authority

sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default.

SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund Behavioral Health Deflection programs (the "Project"). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2024, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC ("Eligible Costs"). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement's terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.

B. Compliance with Laws.

- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.

C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subgrantees and subrecipients complies with these requirements.

D. Return of Unexpended Grant Funds. Recipient must return to CJC any Grant funds not expended by the Completion Deadline.

E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.

F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

H. Recipient Subagreements and Procurements.

- (1) Subagreements. Recipient may enter into agreements with subgrantees and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.

(2) Subagreement indemnity; insurance.

Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

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

Recipient shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

(3) Procurements.

- i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.
- ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Recipient. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

- iii. Recipient shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

SECTION 7: DEFAULT

- A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:
- (1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
 - (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.
- B. CJC Default. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 8: REMEDIES

- A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.
- CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.
- CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. Recipient Remedies. In the event of default by CJC, Recipient’s sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

SECTION 9: TERMINATION

- A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.
- B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:
- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.
- C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:
- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

SECTION 10: MISCELLANEOUS

- A. Contribution.
- (1) 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 CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.
 - (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC 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 Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient 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 CJC on the one hand and of Recipient 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. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient 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 CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC 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 Recipient on the one hand and of CJC 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- C. Choice of Law; Designation of Forum; Federal Forum. 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 (unless Oregon law requires that it be brought and conducted in another 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.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the

addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.
- G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended

beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.

- M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- O. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

The signatures of the parties follow on the next page.

DRAFT

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Criminal Justice Commission

GRANTEE NAME

By: _____
Ken Sanchagrin, Executive Director

Date: _____

By: _____

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 5/9/24

Samuel B. Zeigler, Senior Assistant Attorney General

EXHIBIT A: CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

CJC

State of Oregon, acting by and through its
Criminal Justice Commission

Recipient

Grantee Name
Mailing Address
City State Zip

Grant Administrator: Kaysea Beck

Contact: Name

Telephone: (503) 602-0640

Telephone: Number

Email: kaysea.beck@cjc.oregon.gov

Email: Email

Project Description:

Pursuant to House Bill 4002 (2024), the Oregon Behavioral Health Deflection Program supports Oregon's federally recognized tribal governments and counties in the development and operation of "deflection programs," defined as a collaborative program between law enforcement agencies and behavioral health entities that assist individuals who may have substance use disorder, another behavioral health disorder or co-occurring disorders, to create community-based pathways to treatment, recovery support services, housing, case management or other services.

The purposes of CJC's Behavioral Health Deflection Program include:

- Addressing the need for more deflection programs to assist individuals whose behavioral health conditions, including substance use disorder, lead to interactions with law enforcement, incarceration, conviction and other engagement with the criminal justice system; and
- Tracking and reporting data concerning deflection program outcomes in order to determine the best practices for deflection programs in Oregon.

Operational Grant Language:

The Grant has been awarded as an operational grant and requires the Recipient to:

- Have a program coordinator responsible for the duties outlined in HB 4002, Section 76(5)(b);
- Involve the partners described in HB 4002, Section 76(4)(c); and
- Comply with the CJC's data tracking and reporting requirements.

Planning Grant Language:

The Grant has been awarded as a planning grant and requires the Recipient to:

- Prioritize the establishment of a program coordinator responsible for the duties outlined in HB 4002, Section 76(5)(b);
- Coordinate with the partners described in HB 4002, Section 76(4)(c) on the development and administration of a deflection program;

- Cooperate with the CJC and its technical assistance providers in establishing a statewide data collection system for deflection programs; and
- Notify CJC as soon as Recipient's program becomes operational to amend any terms of this agreement, as needed.

Recipient shall use Grant funds to support the following program(s), its adherence to the requirements set forth in HB 4002, and its efforts toward the goals stated above: PROGRAM NAME/DESCRIPTION

DRAFT

Project Period:

Start Date: July 1, 2024

End Date: June 30, 2025

Reporting Requirements:Schedule

Recipient must submit to CJC quarterly expenditure reports, beginning October 25, 2024, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Recipient must submit to CJC's research partners data reports on a monthly, rolling basis, beginning no earlier than September 1, 2024, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Recipient must submit to CJC semi-annual reports on January 25 and July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any required report after its due date.

Report Contents

Required reports must be submitted through CJC's grant administration system and the Research Electronic Data Capture (REDCap) data collection portal, respectively, and contain all the requested information.

1. CJC Quarterly Expenditure Report (<https://cjc-grants.smapply.io>)
 - a. Grant Funds spent during the prior calendar quarter, with brief description; and
 - b. Any quarterly information on the Project as CJC may reasonably request.
2. CJC Semi-Annual Progress Report (<https://cjc-grants.smapply.io>)
 - a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.
3. REDCap Monthly Data Report
 - a. Deidentified data on program participants enrolled, engaged, or served during the prior calendar month; and
 - b. Any monthly information on the Project as CJC may reasonably request.

EXHIBIT B: SUBAGREEMENT INSURANCE REQUIREMENTS

Recipient shall require each of its first-tier contractors that are not units of local government as defined in ORS 190.003 (each a “Contractor”) to obtain, at the Contractor’s expense, the insurance specified in this Exhibit B before performing under this Agreement and to maintain it in full force and at the Contractor’s own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractors shall obtain the following insurance from 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 CJC. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractors shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its Contractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY:

All employers, including Contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its Contractors complies with these requirements. If a Contractor is a subject employer, as defined in ORS 656.023, the Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If the Contractor is an employer subject to any other state’s workers’ compensation law, Contractor shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, each Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen’s and Harbor Workers’ Compensation Act.

COMMERCIAL GENERAL LIABILITY:

☒ **Required** ☐ **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

Automobile Liability Insurance covering each Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE:

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Agreement, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to a Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Each Contractor shall waive rights of subrogation which the Contractor or any insurer of the Contractor may acquire against the CJC or State of Oregon by virtue of the payment of any loss. Each Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CJC has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then the Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- (i) The Contractor's completion and CJC's acceptance of all Services required under the Agreement, or
- (ii) CJC or Recipient termination of this Agreement, or
- (iii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Upon request, each Contractor shall provide to CJC Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance CJC has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION:

Each Contractor or its insurer must provide at least 30 days' written notice to CJC before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by CJC under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and CJC.

STATE ACCEPTANCE:

All insurance providers are subject to CJC acceptance. If requested by CJC, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to CJC's representatives responsible for verification of the insurance coverages required under this Exhibit B.

2023-25 Oregon Behavioral Health Deflection Program Formula Grant Disbursement

TOTAL 2023-25 ALLOCATION: \$20,708,200

2023-25 TRIBAL GOVERNMENT ALLOCATION: \$2,070,819

2023-25 EVALUATION ALLOCATION: \$150,000

2023-25 COUNTY ALLOCATION: \$18,487,381

County	Baseline Oversight and Accountability Council Formula for 2023-25*	Total Oregon Behavioral Health Deflection Program Formula Allocation**
BAKER	0.32%	\$150,000
BENTON	1.32%	\$231,548
CLACKAMAS	5.43%	\$950,509
CLATSOP	2.32%	\$406,676
COLUMBIA	1.35%	\$237,052
COOS	1.75%	\$306,725
CROOK	0.70%	\$150,000
CURRY	0.59%	\$150,000
DESCHUTES	4.32%	\$756,672
DOUGLAS	3.20%	\$560,443
GILLIAM	0.39%	\$150,000
GRANT	0.39%	\$150,000
HARNEY	0.32%	\$150,000
HOOD RIVER	0.49%	\$150,000
JACKSON	6.56%	\$1,148,016
JEFFERSON	0.75%	\$150,000
JOSEPHINE	4.04%	\$706,282
KLAMATH	2.11%	\$369,247
LAKE	0.46%	\$150,000
LANE	10.86%	\$1,899,953
LINCOLN	1.75%	\$305,759
LINN	2.72%	\$476,203
MALHEUR	0.69%	\$150,000
MARION	7.54%	\$1,319,529
MORROW	0.35%	\$150,000
MULTNOMAH	22.08%	\$3,865,152
POLK	1.23%	\$214,422
SHERMAN	0.39%	\$150,000
TILLAMOOK	0.84%	\$150,000
UMATILLA	2.00%	\$349,706
UNION	0.68%	\$150,000
WALLOWA	0.39%	\$150,000
WASCO	0.79%	\$150,000
WASHINGTON	7.70%	\$1,348,357
WHEELER	0.39%	\$150,000
YAMHILL	2.77%	\$485,130

*This percentage formula is derived from the county formula share employed by the Oversight and Accountability Council established under ORS 430.388 for 2023-25 as mandated in statute, Section 76(6)(a) of HB 4002 (2024).

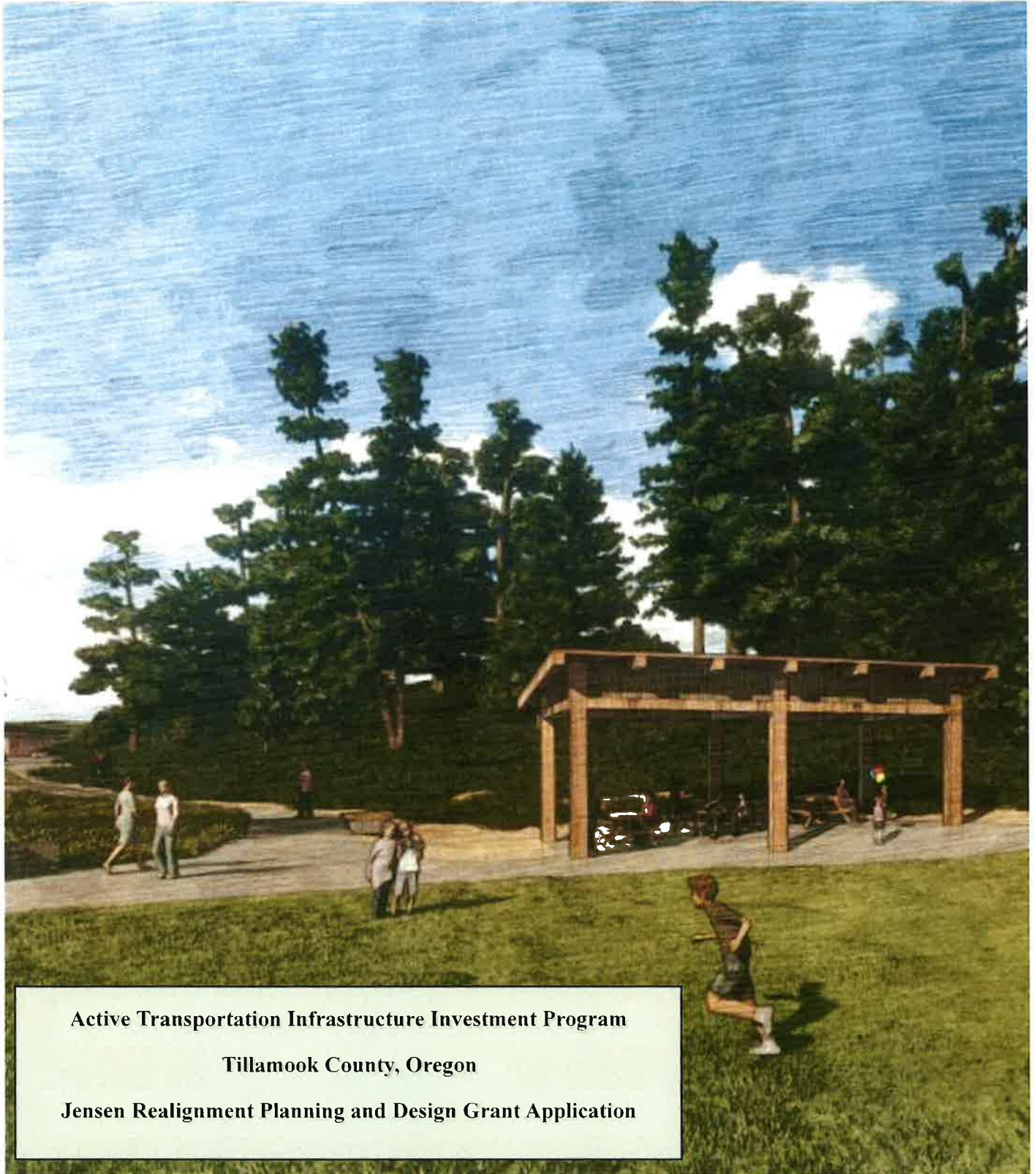
**Per HB 4002 (2024), county applicants may not receive less than \$150,000, which will affect the *actual* percentage of funds distributed to counties.

2023-25 Oregon Behavioral Health Deflection Program Allocation Summary

Total Breakdown of Funding for the Oregon Behavioral Health Deflection Program		
County Funding (89.21%)	Tribal Government Funding (10%)[†]	Evaluation Funding (.72%)^{††}
\$18,487,381	\$2,070,819	\$150,000

[†]Proportion of funds available to an applicant that is a federally recognized tribal government determined by the Improving People's Access to Community-based Treatment, Supports and Services Grant Review Committee on April 2, 2024, as instructed by HB 4002 (2024).

^{††}Determined by the Improving People's Access to Community-based Treatment, Supports and Services Grant Review Committee on April 2, 2024. This committee may allocate up to three percent of program funds to support grantee data collection and analysis or evaluation of outcome measures on April 2, 2024, per HB 4002 (2024).



Active Transportation Infrastructure Investment Program

Tillamook County, Oregon

Jensen Realignment Planning and Design Grant Application

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Section 1 Basic Project Information

1.1 Project Description

Description of the project

The request for funds is focused on advancing a critical street realignment design at the intersection of Cape Kiwanda Drive, Pacific Avenue, and Sunset Drive. This includes the undergrounding of existing overhead aerial utilities to improve the area's functionality and aesthetics. Additionally, a multi-use path will traverse the intersection to provide safe bicycle and pedestrian transportation. This project has been identified as a priority in the Kiwanda Corridor Project Preferred Concept and Cape Kiwanda Master Plan.

Project history

This project stems from a recognized need to enhance traffic flow, safety, and accessibility at a key intersection that serves both local and visiting populations. Over the years, Cape Kiwanda Drive, Pacific Avenue, and Sunset Drive have become critical arteries within the community, accommodating a growing number of vehicles, pedestrians, and cyclists. However, the intersection has been identified as a bottleneck, with frequent congestion, safety concerns, and accessibility issues. The intersection experiences significant traffic congestion, particularly during peak hours and tourist seasons. This congestion not only causes delays but also increases the risk of accidents due to stop-and-go traffic conditions and driver frustration. Safety has been a primary concern, with numerous reports of near-misses and accidents involving vehicles, pedestrians, and cyclists. The current design lacks adequate pedestrian crossings and bicycle lanes, making it hazardous for non-motorized users. Additionally, accessibility for people with disabilities and other mobility issues is inadequate. The intersection's design does not fully comply with modern accessibility standards, creating barriers for those who rely on wheelchairs or other mobility aids.

The anticipated benefits of this project include improved traffic flow, as the redesign is expected to streamline traffic movement, reduce congestion, and improve travel times for all users. Enhanced safety will be achieved by incorporating modern safety features such as designated bike lanes, improved crosswalks, and better lighting, significantly reducing accident risks. Better accessibility will be ensured by updating the intersection to meet current accessibility standards, making it navigable for everyone, including those with disabilities. Additionally, the project is expected to bring community and economic benefits, as a more efficient and safer intersection will likely boost local businesses by making the area more attractive and accessible to visitors, fostering economic growth. The redesign project aims to transform this critical intersection into a model of modern, safe, and efficient infrastructure, reflecting the community's needs and supporting sustainable growth.

Previously incurred project costs

The initial investments have been made in preliminary studies and community consultations, laying the groundwork for the current phase of detailed design and planning. The County's first effort to mitigate adverse effects at this intersection dates back a decade when they commissioned the 2010 Pacific Avenue & Cape Kiwanda Drive Intersection Plan. This plan aimed to study congestion relief and improved pedestrian safety solutions. The Jensen Property was identified within this plan for development, including access improvements to Pacific Avenue and Sunset Avenue at Cape Kiwanda Drive.

To advance this project, the County established a Project Team comprising various public and private sector participants. County representation includes directors from multiple departments such as Community Development, Parks, Public Works, and the Commissioners' Chief of Staff. Private sector participants include tourism and business representatives, supplemented by a team of consultants with expertise in architecture, planning, and engineering disciplines.

The process to identify solutions involved robust community engagement followed by the exploration of alternatives to develop a preferred concept plan for each project element. These activities and findings have been well-documented.

Improvements to the active transportation network

The project aims to significantly enhance the active transportation network by optimizing the intersection for pedestrian and bicycle traffic. This will involve implementing improved illumination to ensure that pedestrians and cyclists can navigate the area safely at all times of the day and night. The addition of safer crosswalks will provide clear, designated areas for pedestrians to cross, reducing the risk of accidents and improving overall safety. Moreover, better traffic management strategies will be put in place to ensure a smoother flow of both vehicular and non-motorized traffic, minimizing conflicts and congestion.

These enhancements will create a more accessible and user-friendly environment, encouraging more people to walk or bike rather than drive. By making the intersection safer and more convenient for pedestrians and cyclists, the project supports sustainable transportation options and promotes a healthier, more active lifestyle. Additionally, these improvements are expected to benefit the local economy by making the area more attractive to visitors and easier to navigate for residents, thereby increasing foot traffic to local businesses and enhancing the overall vibrancy of the community.

Impact on communities (reducing emissions, improving access to economic opportunity, increasing safety)

The Jensen Realignment will bring significant benefits to the community by reducing emissions, improving access to economic opportunities, and increasing safety. These improvements will collectively enhance the overall livability and sustainability of the area, fostering a healthier, more vibrant, and economically resilient community.

Reducing emissions

The proposed project will have a significant impact on reducing emissions within the community. By optimizing traffic flow and encouraging the use of active transportation modes such as walking and cycling, the project will reduce the reliance on motor vehicles. This reduction in vehicle usage will directly contribute to lower emissions, leading to improved air quality. Improved air quality is essential for public health, reducing respiratory issues, and contributing to a healthier environment for all residents. Additionally, the shift towards more sustainable transportation options aligns with broader environmental goals and commitments to combat climate change.

Improving access to economic opportunity

Improving access to economic opportunities is another crucial benefit of the project. By enhancing the intersection's accessibility and safety, the project will make it easier for residents and visitors to reach local businesses and services. This increased foot and bicycle traffic can boost local commerce, providing economic benefits to business owners and potentially leading to job creation. Enhanced transportation infrastructure can attract new businesses to the area, further stimulating economic growth. Moreover, better

access to employment centers, educational institutions, and other essential services will support the community's overall economic vitality and resilience.

Increasing safety

The project will significantly increase safety for all road users. By redesigning the intersection to include safer crosswalks, improved lighting, and better traffic management, the project aims to reduce the number of accidents and near-misses involving vehicles, pedestrians, and cyclists. This focus on safety will create a more secure environment, encouraging more people to walk or cycle without fear of accidents. A safer intersection not only protects the well-being of the community but also fosters a sense of security and confidence among residents and visitors, enhancing the overall quality of life.

Holistic community benefits

These improvements will collectively enhance the overall livability of the community. Reducing emissions contributes to a healthier environment, improving residents' quality of life. Enhanced economic opportunities support local businesses and stimulate economic growth, while increased safety fosters a sense of security and confidence among community members. By addressing these critical areas, the project supports sustainable development and promotes a thriving, vibrant community.

Context within broader infrastructure investments

This project is part of a broader effort, the Kiwanda Corridor Project, to modernize infrastructure in the unincorporated community of Pacific City. The project complements other initiatives aimed at improving transportation efficiency, safety, and sustainability. It aligns with local, state, and federal priorities for infrastructure development and environmental stewardship.

1.2 Project location

Detailed geographical description

The project is in Pacific City, a coastal community in Tillamook County, Oregon. The primary focus area includes the Jensen property, which consists of several parcels totaling nearly six acres. This property is strategically situated at the intersection of Cape Kiwanda Drive, Pacific Avenue, and Sunset Drive, serving as a crucial hub for local traffic and visitors to the area. The location's proximity to popular attractions, such as the Pacific Ocean and Cape Kiwanda State Natural Area, makes it a vital point for improving transportation infrastructure to benefit both residents and tourists. Current barriers to community connectivity include traffic congestion, inadequate pedestrian and cyclist infrastructure, and safety concerns at this key intersection.

Description of surrounding community

The surrounding community of Pacific City, located in Tillamook County, Oregon, is a coastal town known for its scenic beauty and vibrant local culture. Nestled between the Pacific Ocean and the Nestucca River, Pacific City is a popular destination for tourists seeking outdoor recreation and natural attractions, including Cape Kiwanda State Natural Area and the iconic Haystack Rock. The town boasts a mix of residential neighborhoods, local businesses, and recreational facilities, creating a unique blend of small-town charm and coastal allure.

Pacific City is home to a diverse population that includes long-time residents, seasonal visitors, and tourists. The community is characterized by its close-knit feel, with local events and activities fostering strong social connections. The local economy is driven by tourism, fishing, and small businesses, with many residents

employed in these sectors. In recent years, the area has seen growth in its hospitality and service industries, catering to the influx of visitors who come to enjoy the beach, surf, and other outdoor activities.

The community values sustainability and the preservation of its natural environment, with various initiatives aimed at protecting coastal ecosystems and promoting eco-friendly tourism. Additionally, Pacific City is well-known for its thriving arts scene, featuring local artists and craftspeople who contribute to the town's cultural richness. The combination of natural beauty, economic opportunities, and a strong sense of community makes Pacific City a vibrant and desirable place to live and visit.

Identification of existing transportation network

Pacific City's existing transportation network is a mix of roads, pedestrian pathways, and limited public transit options, catering primarily to the needs of local residents and tourists. The key roads in the area include Cape Kiwanda Drive, Pacific Avenue, and Sunset Drive, which form the central intersection targeted by this project. These roads are vital for local traffic flow, connecting residential neighborhoods, commercial areas, and popular tourist destinations such as Cape Kiwanda State Natural Area and the Pacific Ocean beachfront.

Currently, the transportation network faces several challenges. The roadways often experience congestion, particularly during peak tourist seasons, and there are notable safety concerns for pedestrians and cyclists due to inadequate infrastructure. Sidewalks and crosswalks are limited, making it difficult for non-motorized users to navigate safely. The existing bicycle lanes, where present, are not sufficiently protected, contributing to the risk of accidents.

Public transportation options in Pacific City are limited, with few scheduled services that do not fully meet the community's needs, especially for those without access to private vehicles. The lack of robust public transit options further emphasizes the need for improved pedestrian and cycling infrastructure to provide viable alternatives to driving.

The project plans to aim to facilitate future multimodal connections to the downtown area. By enhancing the intersection and integrating it into a broader network of pedestrian and bicycle pathways, the project will establish safer and more efficient routes. This will promote active transportation and reduce reliance on private vehicles, creating a more sustainable and accessible urban environment. The improved infrastructure will not only serve current transportation needs but also lay the groundwork for future developments in public transit, further strengthening the connectivity within the area and supporting economic growth and community well-being.

Indication of which communities the project serves and their poverty rates.

The project primarily serves the communities within Tillamook County, Oregon, with a particular focus on two key census tracts. Tillamook County has a poverty rate of 12 percent. The two tracts most directly impacted by this project are Census Tract 9608 and Census Tract 9607. Census Tract 9608 has a poverty rate of 12.9 percent, slightly above the county average, indicating a significant portion of its residents live below the poverty line. Census Tract 9607 has an even higher poverty rate of 17.7 percent, highlighting a more considerable economic challenge within this area.

By improving the transportation infrastructure at the intersection of Cape Kiwanda Drive, Pacific Avenue, and Sunset Drive, this project aims to enhance accessibility and safety for these communities, directly addressing some of the economic and mobility barriers faced by residents. Improved transportation options can lead to better access to jobs, education, and essential services, which is particularly beneficial for low-income residents. By fostering economic opportunities and reducing transportation-related obstacles, this

project supports efforts to alleviate poverty and enhance the quality of life for those in these underserved areas.

Classification of project location as urban or rural

The project location is classified as rural. This classification is based on the area's population, which totals approximately 27,390 residents. The rural nature of Tillamook County and its surrounding areas influences the transportation needs and challenges faced by the community. Unlike urban areas, rural regions typically have lower population densities, less extensive infrastructure, and a greater reliance on private vehicles for transportation. The rural setting of this project underscores the importance of improving and expanding the local transportation network to better serve the community's needs and support sustainable development.

1.3 Lead Applicant

Details about the Lead Applicant

The lead applicant for this project is Tillamook County, an organization dedicated to providing excellent public services for the people, places, and unique communities of Tillamook County. Key personnel include Rachel Hagerty, Chief of Staff, who brings extensive experience in project management and Chris Laity, Public Works Director, a professional engineer with over 25 years of experience designing, managing, and implementing projects of similar scope.

Experience with Receipt and Expenditure of Federal-Aid Highway Program Funds under 23 U.S.C.

Tillamook County has a proven track record of managing and executing large-scale infrastructure projects including the recently completed \$22 million Federal Highway Administration (FHWA) Cape Meares Loop Road project. In addition, Chris Laity has delivered over \$100 million of road/bridge projects with at least \$50 million from FHWA.

Degree of Experience and Its Relevance to Project Readiness Evaluation

Tillamook County's extensive experience is highly relevant to the project readiness evaluation for the current initiative. Previous projects, such as the above-mentioned Cape Meares Loop Road Project. The Public Works Director has also delivered several projects in an urban setting that included intersection reconstruction. These projects were more difficult in nature due to the significant utility impacts. These projects required comprehensive planning, environmental permitting, design, and implementation, similar to the current project's requirements. The organization's familiarity with federal regulations, its ability to coordinate with multiple stakeholders, and its track record of timely project delivery underscore its readiness to undertake and successfully complete the proposed project.

1.4 Other public and Private Parties

Public Sector Partners

The Oregon Department of Transportation (ODOT) role in the project by offering guidance with the planning and design for this project. As a primary public sector partner, ODOT is responsible for ensuring the project's alignment with state transportation policies and standards. Their contributions have included providing technical expertise, facilitating funding allocations, and coordinating with other governmental and municipal entities to streamline project execution.

Private Sector Partners

Key private sector partners in the project include the Surfrider Foundation and the Tillamook Off Road Trail Alliance (TORTA). The Surfrider Foundation contributes expertise in environmental stewardship, ensuring coastal areas are preserved and sustainability is prioritized. TORTA provides technical guidance and resources for developing and maintaining off-road trail systems, balancing recreational use with environmental conservation. Their combined efforts enhance the project's effectiveness and sustainability through specialized knowledge and resources.

Community Organizations

The Tillamook Coast Visitors Association (TCVA) is a key community organization involved in the project. TCVA plays a vital role in community outreach and stakeholder engagement, promoting the project's benefits to residents and businesses. Their advocacy efforts focus on enhancing tourism and economic development while preserving the area's natural beauty.

Section 2 Grant Funds, Sources, and Uses of all Project Funding

Project Budget Description:

Engineering Design/Permitting:	\$672,000	
ATIIP Request	\$541,600	80%
County Match	\$135,400	20%

This request is only for the engineering design and permitting components.

1. Federal Funding Sources:

The County submitted a Fiscal Year 2024 Congressionally Directed Spending Request for engineering design, permitting, and construction of the project. However, given the lack of interest from the Senators, the County is not anticipating an award, and no Federal funds are secured for this project. In terms of compliance with ATIIP statutory cost-sharing requirements, the County is committed to allocating \$135,400 in match upon ATIIP award, ensuring adherence to funding obligations associated with each category of Federal funding, if applicable.

2. Contingency Planning:

Yes, a 40% contingency is embedded in the project budget. This substantial contingency has been included due to the project currently being at the conceptual plan level, providing a buffer to cover potential unanticipated cost increases as the project progresses

Use of Project Funds:

Project funds will be utilized in accordance with the project budget set forth above. There are no conditions that need to be met to begin the project, other than securing the ATIIP funding. None of the sources of funds have limitations on their availability for expenditure, such as being restricted to a fixed period. This flexibility allows the project to proceed without the need for additional timing considerations, ensuring efficient and effective use of resources throughout the project lifecycle.

Other Funding Opportunities:

Besides ATIIP funds, what other Federal programs and opportunities have you applied for or intend to apply for? Please provide details on the status of these applications.

The County submitted a Fiscal Year 2024 Congressionally Directed Spending Request for engineering design, permitting, and construction of the project. While a final decision has not yet been made, given the lack of interest from the Senators, the County is not anticipating an award. No Federal funds are secured for this project.

In 2023, the County submitted a request for funding to the US Department of Transportation's Rural Tribal Assistance Pilot Program. The project was not selected for funding.

Are there additional sources of non-ATIIP funding available to the project? If yes, could you describe these funding sources and their availability?

The County's match is comprised of \$100,000 from the Public Works Department Bike/Pedestrian funds and \$35,400 from day use parking revenues generated in Pacific City.

Section 3 Merit Criteria

Criterion #1: Mobility and Community Connectivity

Criterion #2: Community Support

Criterion #3: Commitment to Increasing Walking, Biking, and Other Types of Active Transportation

Criterion #4: Financial Completeness

Criterion #5: Equitable Development

Criterion #6: Other DOT Goals and Priorities

Criterion #1: Mobility and Community Connectivity

Enhancing Opportunities for Walking and Bicycling

The proposed planning and design project aims to enhance opportunities for walking and bicycling within and between communities by realigning the intersection at Cape Kiwanda Drive, Pacific Avenue, and Sunset Drive. This critical entry point to the Pacific City shoreline currently experiences heavy congestion, particularly from traffic coming from Pacific Avenue towards the beach. The planning phase will focus on optimizing traffic flow and designing improved pedestrian and bicycle infrastructure at this intersection to create safer and more accessible routes for residents and visitors. These improvements will promote active transportation, making it easier for people to walk or bike to the beach and other recreational areas. Additionally, the project will include designing enhanced pathways and crossings to ensure safe and convenient travel within the shoreline neighborhood, which includes local businesses such as a trail ride rental store and a hang glider school.

By focusing on reducing vehicular congestion and optimizing traffic management at the intersection, the planning phase will address delays and the risk of accidents, ultimately making the area safer and more pleasant for pedestrians and cyclists. These improvements will lay the groundwork for a more cohesive and user-friendly network for walking and bicycling, fostering better connections between schools, workplaces, and recreational areas within Pacific City.

Integrating Active Transportation Facilities with Transit Services

The proposed project will integrate active transportation facilities with existing transit services to improve public transportation access, focusing on creating seamless connections between different modes of transport. One of the primary integration points will be at the transit stops near the intersection of Cape Kiwanda Drive, Pacific Avenue, and Sunset Drive. The planning phase will design improvements to enhance the accessibility and safety of these stops, including better lighting, shelters, and clear signage. For example, the transit stop at the intersection of Cape Kiwanda Drive and Pacific Avenue will be upgraded to ensure easy access from the newly designed pedestrian and bicycle pathways, making the transit stops more inviting and user-friendly for pedestrians and cyclists.

The project will focus on designing safe and direct pedestrian and bicycle paths connecting residential areas, business districts, and recreational spots to transit stops. By ensuring these active transportation routes lead directly to transit stops, the project will make it easier for residents to incorporate walking and biking into their daily commutes. These integrations will promote sustainable transportation choices, reduce congestion, and improve overall connectivity and mobility within Pacific City.

Criterion #2: Community Support

Demonstrating Broad Community Support Through Public Input in Transportation Planning

The Project Team has facilitated a robust community engagement process to ensure broad support for the project, involving multiple public meetings, consultations, and collaborative sessions with various stakeholders. In July 2021, a planning design charrette with the Parks, Parking, and Citizen Advisory Committees helped define project values, goals, and constraints. In August 2021, the team collaborated with the Parking Advisory Committee to integrate wayfinding and the NVCA Community Park into the project. By September 2021, the project was introduced to the community through an online webinar, with initial site plans developed for key locations. From November 2021 to January 2022, consultations with multiple stakeholder groups, community organizations, and Homeowners Associations ensured diverse community voices were heard and their needs addressed.

In April 2022, following direct consultation with key stakeholders, the Project Team hosted an online open house from April 8 to April 25, and an in-person open house on April 16. A community survey conducted during the open house solicited participant feedback on various project elements, with key findings summarized for consideration. A second round of public outreach occurred in June 2022 to share the results of the open house and how community survey results shaped the preferred concept plan. This outreach included virtual meetings with local community groups, HOAs, and committees. In August 2022, the preferred concept plan was presented to the County Board of Commissioners for adoption. Ongoing advertisements and public notifications have kept the community informed about the project and provided opportunities for input through a project website with a comment form, a 24/7 project hotline, email notifications, local newspaper advertisements, bulletin board postings, a library display, and postcards sent to property owners in the corridor. These extensive outreach efforts have garnered significant support from municipalities, community leaders, and other partners, demonstrating the project's potential to positively impact local residents.

History of Transportation Planning and Public Involvement in the Project Area

The history of transportation planning in the project area spans over a decade, beginning with the County's efforts to address traffic congestion and pedestrian safety at the intersection of Pacific Avenue and Cape Kiwanda Drive. This intersection is crucial for both local and visiting populations. Recognizing its inefficiencies, the County commissioned the Pacific Avenue & Cape Kiwanda Drive Intersection Plan to

explore solutions for congestion relief and improved pedestrian safety. This early effort laid the groundwork for the broader Kiawanda Corridor Project, of which the current proposed project is a key component. Public involvement has been a cornerstone of transportation planning in this area, with a dedicated Project Team facilitating a comprehensive community engagement process to identify and involve interested groups.

The Project Team's engagement efforts included a planning design charrette in July 2021 with the Parks, Parking, and Citizen Advisory Committees to define project values, goals, and constraints. The engagement continued in August 2021 with the Parking Advisory Committee to integrate wayfinding and the NVCA Community Park into the project. By September 2021, the project was introduced to the wider community through an online webinar, and initial site plans were developed with important pedestrian crossings identified. From November 2021 to January 2022, the team consulted multiple stakeholder groups, community organizations, and Homeowners Associations to ensure a diverse range of community voices were heard and considered. The input from these engagements, particularly from disadvantaged communities, significantly influenced the project's design. The feedback highlighted the need for improved safety measures, better pedestrian and bicycle infrastructure, and enhanced connectivity to key destinations. These insights shaped the project to address the specific needs of low-income and minority populations, ensuring a safer and more equitable transportation network.

Criterion #3: Commitment to Increasing Walking, Biking, and Other Types of Active Transportation

Tillamook County Public Works has a fund dedicated to pedestrians and bicycle infrastructure. This fund will be used as part of the total financial package needed to execute this project. Prior planning efforts in Pacific City have identified this project as a priority.

Tillamook County Public Works and the Oregon Department of Transportation are set to begin a new Transportation System Plan in the Fall of 2024. This plan will focus on pedestrian, bicycle and parking issues that are unique to destination locations.

Our project is intricately aligned with the Department of Transportation's multifaceted goals concerning traffic safety, regulations, and community design policies geared towards active transportation. At its core, our endeavor prioritizes the safety of all road users, including pedestrians and cyclists. Through a strategic realignment of street layout, enhanced illumination, and optimized traffic flow, we aim to significantly mitigate the risk of accidents, fostering a safer environment at the intersection of Cape Kiwanda Drive, Pacific Avenue, and Sunset Drive. Such meticulous attention to safety aligns seamlessly with the Department's overarching vision of ensuring the well-being of individuals traversing transportation networks.

Moreover, our project rigorously complies with all pertinent federal, state, and local regulations governing transportation infrastructure endeavors. We steadfastly adhere to guidelines concerning road design, accessibility standards, and environmental impact mitigation, thereby exemplifying our commitment to meeting the regulatory objectives set forth by the Department of Transportation. Concurrently, our strategic investment in pedestrian and bicycle infrastructure not only bolsters safety and accessibility but also incentivizes healthier and more sustainable transportation choices. By actively promoting pedestrian-friendly features like well-marked crosswalks, dedicated bike lanes, and pedestrian pathways, our initiative mirrors the Department's vision of cultivating vibrant, walkable communities with robust multimodal transportation options.

Criterion #4: Financial Completeness

The County's match is comprised of \$100,000 from the Public Works Department Bike/Pedestrian funds and \$35,400 from day use parking revenues generated in Pacific City.

The County's match is equal to the 20% ATIP requirement.

Criterion #5: Equitable Development

Our project takes a comprehensive approach to address existing disparities in bicyclist and pedestrian fatality rates. We recognize that marginalized communities often bear a disproportionate burden of traffic-related injuries and fatalities. To mitigate these disparities, our plan includes targeted interventions aimed at improving safety and accessibility for vulnerable populations. This includes implementing traffic calming measures, enhancing visibility at pedestrian crossings, and strategically locating amenities such as bus stops and bike-sharing stations in underserved areas. Additionally, we prioritize community engagement and input from affected communities to ensure that our interventions are culturally sensitive and responsive to their unique needs and concerns.

To measure changes in disparities and ensure equitable access to jobs, schools, and services for disadvantaged communities, we have developed a robust monitoring and evaluation framework. This framework includes collecting disaggregated data on traffic-related injuries and fatalities by race, income level, and other demographic factors. By analyzing these data, we can identify disparities and assess the impact of our interventions on reducing them. Furthermore, we conduct regular assessments of access to transportation options and essential services in underserved communities, using metrics such as travel times, mode share, and proximity to amenities. Based on these assessments, we adjust our strategies as needed to ensure that all community members, regardless of race or income level, have equitable access to safe and reliable transportation options and essential services. Through these efforts, we are committed to promoting equity and social justice in transportation planning and ensuring that our project benefits all members of the community.

Supporting Economic Competitiveness and Wealth Creation

Our project plays a pivotal role in fostering economic competitiveness and wealth creation, especially for historically underserved or disadvantaged individuals within the community. By enhancing transportation infrastructure and connectivity, we facilitate smoother movement of goods and people, thereby improving access to employment opportunities, markets, and essential services. This increased accessibility not only boosts productivity and efficiency but also stimulates economic growth and development in the region. Furthermore, by prioritizing active transportation modes such as walking and cycling, our project reduces transportation costs for individuals, particularly those from low-income backgrounds, who may rely heavily on these modes of transportation. This, in turn, allows them to allocate their limited resources towards other essential needs, thereby improving their financial stability and overall quality of life.

Moreover, our project creates direct and indirect employment opportunities throughout its various phases, from planning and design to construction and maintenance. By engaging local businesses, contractors, and laborers, we ensure that the economic benefits of the project are distributed equitably across the community. Additionally, the improved infrastructure resulting from our project enhances the attractiveness of the area for businesses and investors, leading to further job creation and economic development. Through these mechanisms, our project contributes to narrowing economic disparities and promoting greater economic inclusivity, ultimately fostering a more vibrant and prosperous community for all.

Criterion #6: Other DOT Goals and Priorities

Project Contributions to Safety, Access, Competitiveness, Environment, and Quality of Life

Our project contributes significantly to safety improvements for pedestrians and cyclists by implementing measures such as dedicated bike lanes, enhanced crosswalks, and improved illumination at key intersections. These enhancements not only reduce the risk of accidents but also promote active transportation modes, thereby improving access to jobs and key destinations while reducing traffic congestion and emissions. By optimizing transportation infrastructure, our project enhances economic competitiveness by facilitating smoother movement of goods and people, stimulating economic growth, and creating direct and indirect employment opportunities. Furthermore, our commitment to environmental protection is evident through initiatives like the undergrounding of utilities and environmental impact assessments, which mitigate ecological impacts and promote sustainability. Ultimately, these efforts enhance the overall quality of life for community members, measured through metrics such as reduced accident rates, increased active transportation mode share, improved access to employment and services, and enhanced environmental resilience.

Ensuring Accessibility in the Active Transportation Plan

We prioritize accessibility for all users, including young children, older adults, and people with disabilities. Through comprehensive planning and design, we propose measures such as the incorporation of ADA-compliant infrastructure standards into future transportation projects. This includes ensuring that sidewalks, crosswalks, and curb ramps are designed to accommodate individuals with mobility challenges. Moreover, we advocate for the creation of multi-use paths and shared pathways that are wide, well-maintained, and clearly marked to provide safe passage for pedestrians and cyclists of varying abilities. Additionally, our plan emphasizes the importance of providing amenities such as seating areas, rest stops, and shelters along active transportation routes to enhance comfort and convenience for all users. By integrating these accessibility features into our planning process, we aim to create a more inclusive and equitable active transportation network that serves the needs of all community members.

Section 4 Project Readiness and Environmental Risk

Technical Feasibility

This project has been identified as technically feasible due in part to the alternatives analysis that has occurred. Right-of-way acquisition is a common source of project failure and has been addressed since the county now owns properties that will be impacted. Conceptual designs have been prepared identifying ped/bike movement through the intersection as well as direct ties to county owned land that will be developed to support the community. The Department of Community Development has been involved with project development thus far. The County does not expect any issues with environment permitting; another area that stops the development of projects.

What engineering and design studies have been conducted?

Kiwanda Corridor Project Preferred Concept (Murraysmith, 2022)
Pacific Avenue & Cape Kiwanda Drive Intersection Plan (IBI Group, 2020)
Cape Kiwanda Master Plan (Cogan Owens Green, 2016)
Pacific City Transportation Plan (TriLand Design Group, Inc., 1999)

Are there established design criteria or a basis of design?

AASHTO's "A Policy on Geometric Design of Highway and Streets" augmented with the Oregon Department of Transportation design documents are the basis of design and criteria.

How is the cost estimate justified, and what contingency levels are identified?

The cost estimate is generated by Consor Engineers, LLC, which has been leading the design and implementation of this project since 2021. A high contingency is included in the budget to account for the project's current conceptual.

What measures are in place to mitigate scope, schedule, and budget risks?

This project will be designed utilizing consulting engineers, and the Public Works Director will conduct an independent quality assurance review. The Director's experience in delivering projects, including value engineering, will help to mitigate scope, schedule and budget risks. Inflation in engineering, construction and material acquisition is difficult to predict and is a subject of significant conversation amongst transportation professionals and others. Budget risks are partially addressed utilizing contingency. It is further reduced by using standard practices.

How does the project ensure compliance with Title VI/Civil Rights requirements?

The Tillamook County Public Works Department has a Title VI/Civil Rights Policy that was reviewed and accepted by the Oregon Department of Transportation. This policy will be reviewed for compliance at different milestones.

1. Detailed Project Schedule

Can you provide a detailed overview of the project schedule?

Engineering design and permitting: 1 year

Bidding and construction: 7 months

What are the major milestones identified in the schedule?

30% Design

50% Design

75% Design

Permitting

Bidding

Construction

What steps are involved in right-of-way acquisition?

Right-of-way acquisition is often on the critical path. Significant planning efforts have identified land to be acquired that is necessary for the project. Tillamook County has previously acquired needed property with the intent to reconstruct this intersection.

Section 5 Administration Priorities and Departmental Strategic Plan Goals

I. Safety

Substantial Safety Benefits Aligned with Merit Criteria 3, 5, and 6

The project provides substantial safety benefits, aligning with Merit Criterion 3, by demonstrating a strong commitment to increasing walking, biking, and other types of active transportation. The project prioritizes traffic safety through the implementation of development and land use codes that enable and encourage

active transportation. Financial incentives and community design policies are in place to enhance the safety, comfort, and accessibility of pedestrians and bicyclists. These measures align with principles from the DOT's National Roadway Safety Strategy (NRSS) and Safe Streets and Roads for All (SSA) initiative, significantly increasing the safety and usability of walking and biking infrastructure. By detailing specific steps such as traffic safety improvements and the introduction of supportive regulations and incentives, the project evidences its commitment to facilitating substantial increases in active transportation, thereby reducing vehicle dependency and enhancing community health and safety.

Aligning with Merit Criteria 5 and 6, the project addresses equitable development and broader DOT goals. It targets existing disparities in bicyclist and pedestrian fatality rates based on race and income levels by providing safer, more accessible routes to jobs, schools, and essential services for low-income and disadvantaged communities. Using tools like the FHWA Screening Tool for Equity Analysis, the project plans to measure changes in these disparities over its lifecycle, employing relevant metrics to track progress. Furthermore, the project supports DOT's broader goals by enhancing economic competitiveness through improved mobility and connectivity, promoting environmental protection by reducing greenhouse gas emissions, and improving quality of life through safer, more inclusive transportation options. These efforts collectively demonstrate a comprehensive approach to advancing active transportation, ensuring the project's alignment with federal priorities and its capacity to deliver substantial safety benefits and equitable outcomes.

Measures to Identify and Mitigate Potential Safety Risks After Project Completion

To ensure long-term safety after project completion, several measures are proposed. Regular safety audits and continuous monitoring through sensors and cameras will help identify emerging hazards and analyze traffic patterns. A robust public feedback mechanism will allow residents to report concerns, and collaboration with local authorities will aid in timely issue resolution. Adaptive traffic management systems will optimize safety in real-time, while scheduled maintenance will keep infrastructure in optimal condition. Post-implementation studies will assess the effectiveness of safety measures, and educational campaigns will inform the public about safe usage practices. Together, these strategies ensure ongoing identification and mitigation of potential safety risks, maintaining a high standard of safety for the traveling public.

Ensuring No Negative Impact on Overall Safety of the Traveling Public

The project ensures it does not negatively impact the overall safety of the traveling public by implementing a comprehensive safety assessment and mitigation strategy throughout its planning and design phases. This includes conducting thorough traffic impact analyses to anticipate and address any potential safety concerns for all road users, including motorists, cyclists, and pedestrians. The project incorporates the Complete Streets Design Model, which prioritizes safe, convenient, and accessible travel for all modes of transportation. Additionally, safety audits are performed regularly to identify and rectify any emerging issues promptly. The project also includes robust public engagement and feedback mechanisms to incorporate the concerns and suggestions of the traveling public, ensuring that safety enhancements are responsive to the actual needs and conditions of the community. Through these proactive measures, the project maintains and enhances the overall safety of the traveling public.

II. Climate Change and Sustainability

The project will address climate change and environmental justice during both the planning and project delivery phases by integrating sustainable design practices and prioritizing the needs of disadvantaged communities. In the planning phase, environmental impact assessments will identify strategies to minimize

carbon emissions, such as incorporating green infrastructure, promoting active transportation, and ensuring energy-efficient construction practices. The project will actively engage with local communities, particularly those historically underserved, to incorporate their input and ensure equitable access to benefits. During the project delivery phase, the use of eco-friendly materials and construction methods will reduce the environmental footprint, while continuous monitoring will ensure compliance with environmental standards. Mitigation strategies will also be employed to address any identified environmental justice concerns, ensuring that vulnerable populations are protected and benefit from the project.

To further reduce greenhouse gas (GHG) emissions in the transportation sector, the project will implement strategies that encourage active transportation trips, such as creating safe and accessible pathways for walking and biking, thereby reducing reliance on high-emission vehicles. The project will incorporate evidence-based climate resilience measures, such as flood-resistant infrastructure and heat-reflective materials, to ensure long-term sustainability and adaptability to climate impacts. Steps to reduce lifecycle GHG emissions from project materials will include sourcing locally-produced, recycled, and low-carbon materials, as well as implementing efficient construction practices that minimize waste and energy use. To avoid adverse environmental impacts on air or water quality, wetlands, and endangered species, the project will adhere to strict environmental regulations, conduct regular environmental monitoring, and implement best management practices to protect natural resources. Additionally, the project will address the disproportionate negative impacts of climate change and pollution on disadvantaged communities by focusing on prevention, response, and recovery measures for natural disasters. This includes enhancing infrastructure resilience, improving emergency response capabilities, and supporting recovery efforts to ensure these communities are better protected and more resilient to future climate-related challenges.

III. Equity

Equity considerations are central to our project's planning and delivery stages, aligning with Merit Criteria 2, 5, and 6. Throughout the project lifecycle, we prioritize conducting equity assessments to evaluate proportional impacts and identify and address transportation-related disparities. Meaningful public engagement is integral to this process, ensuring that community input informs decision-making and project implementation. Our project aims to increase affordable transportation options by enhancing pedestrian and cycling infrastructure, improving safety, and providing better access to job centers and essential services. Additionally, by reducing reliance on single-occupancy vehicles and promoting sustainable transportation modes, we contribute to fighting climate change and improving overall quality of life for residents and visitors alike.

IV. Workforce Development, Job Quality, and Wealth Creation

Job Creation and Quality

Our planning and design project for the street realignment project holds substantial potential for job creation and quality enhancement. The endeavor will foster the creation of well-paying positions with avenues for union participation, particularly during the planning and design stages. Professions such as urban planners, civil engineers, and architects will be in demand, offering competitive salaries and potential union membership, ensuring equitable compensation for labor and expertise. Furthermore, the grant can serve as a catalyst for investment in robust workforce development programs, equipping individuals with the requisite skills and certifications for employment in the construction and infrastructure sectors. These initiatives may encompass vocational training, apprenticeships, or educational pathways tailored to the project's demands, ensuring a skilled workforce capable of delivering high-caliber results.

Moreover, supportive services will be pivotal in training, placing, and retaining workers, with a specific focus on underrepresented groups like women, minorities, and individuals from economically disadvantaged backgrounds. These services might include job training programs, mentorship opportunities, and targeted outreach efforts to connect marginalized individuals with employment prospects within the project. Prioritizing the inclusion of underrepresented groups not only diversifies the workforce but also fosters a more equitable distribution of economic opportunities. Additionally, promoting equitable hiring policies and cultivating inclusive workplace cultures will ensure fair treatment and access to supportive work environments for all workers. By championing equitable hiring practices and fostering inclusive workplace cultures, the project not only generates employment opportunities but also advances social equity and economic empowerment within the community.

Section 6 FHWA Priority Selection Considerations:

Mobility and Community Connectivity:

Our project plan includes extensive measures to create opportunities for walking and bicycling by realigning the intersection at Cape Kiwanda Drive, Pacific Avenue, and Sunset Drive. This effort aims to optimize traffic flow and significantly improve pedestrian and cyclist safety. The design phase will incorporate dedicated bike lanes, enhanced crosswalks, and pedestrian pathways, ensuring safe and accessible routes for all active transportation users. These proposed improvements are intended to facilitate smoother and safer travel for pedestrians and cyclists, thereby promoting a more walkable and bike-friendly environment within the community. Additionally, the planning process emphasizes the integration of active transportation facilities with existing and future transit services. Coordination with local transit authorities will ensure that bus stops, and transit routes are strategically located near pedestrian and cycling pathways, improving accessibility and convenience for transit users and encouraging more residents to use public transportation. Plans include the placement of bike racks at key bus stops and the development of safe pedestrian crossings near transit hubs, which will enhance the overall connectivity and efficiency of the transportation network.

Community Support:

Our project has garnered community support through a robust engagement process. The Project Team has hosted online open houses, and in-person consultations to involve the community in defining project values, goals, and design elements. Feedback from community surveys and stakeholder meetings has been instrumental in shaping the project's development. This collaborative approach has ensured that the project aligns with the community's needs and expectations, demonstrating broad support from various stakeholders, including municipalities, community leaders, and local organizations.

Commitment to Increasing Walking, Biking, and Other Types of Active Transportation:

Our project has a strong commitment to increasing walking, biking, and other forms of active transportation. We adhere to rigorous traffic safety standards, incorporating features such as ADA-compliant sidewalks and curb ramps to ensure accessibility for all users. The project also aligns with local and federal regulations aimed at promoting active transportation and sustainable community design. Additionally, financial incentives, such as grants and local funding initiatives, support the development of pedestrian and cycling infrastructure. These measures collectively demonstrate our dedication to enhancing active transportation options and creating a safer, more inclusive transportation environment.

Equitable Development:

Our project prioritizes equitable development by addressing disparities in bicyclist and pedestrian fatality rates and providing enhanced access to jobs, schools, and services for disadvantaged communities. The planning phase includes a thorough analysis of fatality rates and targeted design solutions, such as improved crosswalks, dedicated bike lanes, and traffic calming measures in areas with higher rates of accidents involving low-income and minority populations. By focusing on these critical areas, we aim to create safer transportation options for all users. Additionally, the project plan incorporates accessible pathways and transit connections that specifically benefit disadvantaged communities, ensuring they have reliable and safe access to essential destinations such as employment centers, educational institutions, and community services. This comprehensive approach supports the broader goals of social equity and community well-being.

Other DOT Goals and Priorities:

Our project aligns with the Department of Transportation's goals and priorities by advancing safety, improving access to jobs, boosting economic competitiveness, protecting the environment, and enhancing quality of life. By focusing on the realignment of the intersection at Cape Kiwanda Drive, Pacific Avenue, and Sunset Drive, we aim to reduce traffic congestion and minimize the risk of accidents for pedestrians and cyclists. Improved infrastructure will facilitate safer and more efficient travel, directly supporting economic activities by ensuring smoother commutes and better access to local businesses and job centers. Environmental protection is also a key component, as the project includes the undergrounding of utilities to reduce visual clutter and the implementation of sustainable design practices to mitigate environmental impacts. Overall, the project will create a more connected, vibrant, and sustainable community, thereby significantly improving the quality of life for residents and visitors alike.

Letters of Support

We have received letters of support from our public sector partner, the Oregon Department of Transportation, and the Surfrider Foundation. The Oregon Department of Transportation's endorsement underscores the project's alignment with state transportation goals and its potential to improve regional traffic flow and safety. The Surfrider Foundation, a key advocate for coastal preservation and sustainable community development, supports our initiative due to its anticipated positive impact on environmental stewardship and enhanced accessibility for recreational activities.