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Agreement #170665

**FIRST AMENDMENT TO OREGON HEALTH AUTHORITY
INTERGOVERNMENTAL AGREEMENT
FOR ENVIRONMENTAL HEALTH SERVICES**

This First Amendment to Oregon Health Authority Intergovernmental Agreement for the Environmental Health Services, effective July 1, 2021, is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Tillamook County, (“LPHA”), each a “Party” and together, the “Parties.”

AMENDMENT

1. This Amendment is effective on June 30, 2023, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
 - a. Section 3 “Effective Date” is hereby amended to change the expiration date from June 30, 2023 to June 30, 2029.
 - b. Section 8.2 is hereby amended as follows; deleted language is struck through and new language is bold and underlined:

8.2 Not later than thirty (30) days following receipt of an invoice from OHA, remit the following licensing fees to OHA:

 - For the Tourist Facility program, fifteen percent (15%) of the state licensing fee or fifteen percent (15 %) of the county licensing fee, whichever is less, collected by county that quarter, in accordance with ORS 446.425.
 - **For the fiscal biennium beginning July 1, 2021 and ending June 30, 2023** for the Pool/Spa program, in the amount of \$45 for each license issued by the LPHA in that quarter under ORS 448.035 or such other amount agreed upon by the parties;
 - **For the fiscal biennium beginning July 1, 2023 and ending June 30, 2029 for the Pool/Spa program, in the amount of \$90 for each license issued by the LPHA in that quarter under ORS 448.035 or such other amount agreed upon by the parties;**
 - For the restaurant, bed and breakfast facility, commissary, mobile unit and warehouse licensing programs, a predetermined percentage of licensing revenue. For each biennium, this amount is determined by dividing OHA’s food program costs by the total projected statewide licensing revenue. Statewide revenue is calculated using marker fees set forth in ORS 624.490.
 - (Biennial cost of FIPP / Total projected licensing revenue for the biennium for all LPHAs
= Remittance Factor (Represented as a percentage.)) FIPP’s biennial budget includes all program costs (i.e., staffing, fringe, travel, supplies, indirect costs, and statewide licensing software application). For the final invoice of a given fiscal year, LPHA may request an invoice in advance of the actual due date and pay the required licensing fees in advance.

- For the fiscal biennium beginning July 1, 2021 and ending June 30, 2023, the remittance factor is 12.81% of licensing revenue, based on licensing fees in statute. (Biennial cost of FIPP (\$2,328,526)/Total projected statewide licensing revenue for the biennium (\$18,179,220) =12.81%.)
- **For the fiscal bienniums beginning July 1, 2023 and ending June 30, 2029, the remittance factor is 12.22% of licensing revenue, based on licensing fees in statute. (Biennial cost of FIPP (\$1,117,728)/Total projected statewide licensing revenue for the biennium (\$9,147,698) =12.22%.)**

3. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
4. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

5. Signatures.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

Signature: _____

Name: /for/ Andre Ourso

Title: Administrator

Date: _____

TILLAMOOK COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Shannon O’Fallon, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 11, 2023, copy of email approval in Agreement file.

REVIEWED BY:

Approved by Erica Van Ess on May 5, 2023, email in Agreement file.

Approved by Gabriela Goldfarb on May 11, 2023, email in Agreement file.