



CLATSOP COUNTY
BOARD OF COMMISSIONERS AGENDA
WORK SESSION & REGULAR MEETING
JUDGE GUY BOYINGTON BUILDING, 857
COMMERCIAL ST., ASTORIA

Wednesday, April 10, 2024

BOARD OF COMMISSIONERS:

Mark Kujala, Dist. 1 – Chair
Courtney Bangs, Dist. 4 – Vice Chair
John Toyooka, Dist. 2
Pamela Wev, Dist. 3
Lianne Thompson, Dist. 5

commissioners@clatsopcounty.gov

CONTACT:

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Astoria, OR 97103
Phone (503) 325-1000
Fax (503) 325-8325

www.clatsopcounty.gov

JOIN THE BOARD OF COMMISSIONERS VIRTUAL MEETINGS

To access the meeting by phone – Please dial 1-253-215-8782.

Webinar ID: 828 0464 5608

Passcode: 548757

[\(Zoom link\)](#)

Public Testimony

You must register in advance if you want to provide testimony virtually on public hearings or during Business from the Public. There are three ways to do this: On our website at , emailing or by calling 503-325-1000. Once registered, we will notify you when it is your opportunity to speak for a two-minute comment. In-person testimony, please fill out a blue comment card and submit to Clerk of the Board. You may also submit written comments which will be provided to the Board and submitted into the record.

WORK SESSION: 5:00 PM

Work Sessions are an opportunity for Board members to discuss issues informally with staff and invited guests. The Board encourages members of the public to attend Work Sessions and listen to the discussion, but there is generally no opportunity for public comment. Members of the public wishing to address the Board are welcome to do so during the Board's regularly scheduled meetings held twice monthly.

TOPICS:

1. Agenda Review {10 min}
 - [2.](#) HB 4002/5204A, Deflection Program Overview {30 min} {Page 3}
-

REGULAR MEETING: 6:00 PM

The Board of Commissioners, as the Governing Body of Clatsop County, all County Service Districts for which this body so acts, and as the Clatsop County Local Contract Review Board, is now meeting in Regular Session.

FLAG SALUTE

ROLL CALL

AGENDA APPROVAL

PROCLAMATION

- [3.](#) Child Abuse Prevention Month Proclamation {Page 7}

BUSINESS FROM THE PUBLIC – *Individuals wishing to provide oral communication at the designated time must register in advance by calling 503-325-1000 or emailing commissioners@clatsopcounty.gov by 3 p.m. on the day of the meeting.*

CONSENT CALENDAR

- [4.](#) Board of Commissioners Minutes 3-13-24 {Page 10}
- [5.](#) Contract for Bulk Fuel Purchase {Page 13}
- [6.](#) Hillcrest Road Pulverizing and CTB 2024 Contract Approval {Page 23}

COMMISSIONER'S LIAISON REPORTS

COUNTY MANAGER'S REPORT

BUSINESS AGENDA

- [7.](#) Fire Department/Districts – ARPA Funding Agreement {Page 38}

GOOD OF THE ORDER

ADJOURNMENT

As necessary Executive Session will be held in accordance with but not limited to: ORS 192.660 (2)(d) Labor Negotiations; ORS 192.660 (2)(e) Property Transactions; ORS 192.660 (2)(f) Records exempt from public inspection; ORS 192.660 (2)(h) Legal Counsel

Agenda packets also available online at www.clatsopcounty.gov

This meeting is accessible to persons with disabilities or wish to attend but do not have computer access or cell phone access. Please call 325-1000 if you require special accommodations at least 48 hours prior to the meeting in order to participate.

Board of Commissioners Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

April 10, 2024

Topic: HB 4002/5204A, Deflection Program Overview
Presented By: Matt Phillips, Sheriff

**Informational
Summary:**

Measure 110 was a top priority for legislative leaders from both parties for the 2024 Legislative Session due to public discontent over the addiction crisis and eroding community safety and livability. The newly appointed Joint Committee on Addiction and Community Safety Response was tasked with identifying and developing legislative solutions to address the crisis.

HB 4002 creates sweeping changes ranging from how Substance Use Disorder (SUD) medications are dispensed, to creation of a drug enforcement misdemeanor and deflection programs. HB 5204 funds treatment and programs with \$211m of marijuana tax money.

Clatsop County was one of 23 counties that committed interest in developing and implementing a deflection program. Local stakeholders are meeting twice a month to develop a program to engage individuals with SUD in community-based treatment in lieu of navigating the court process.

Attachment List

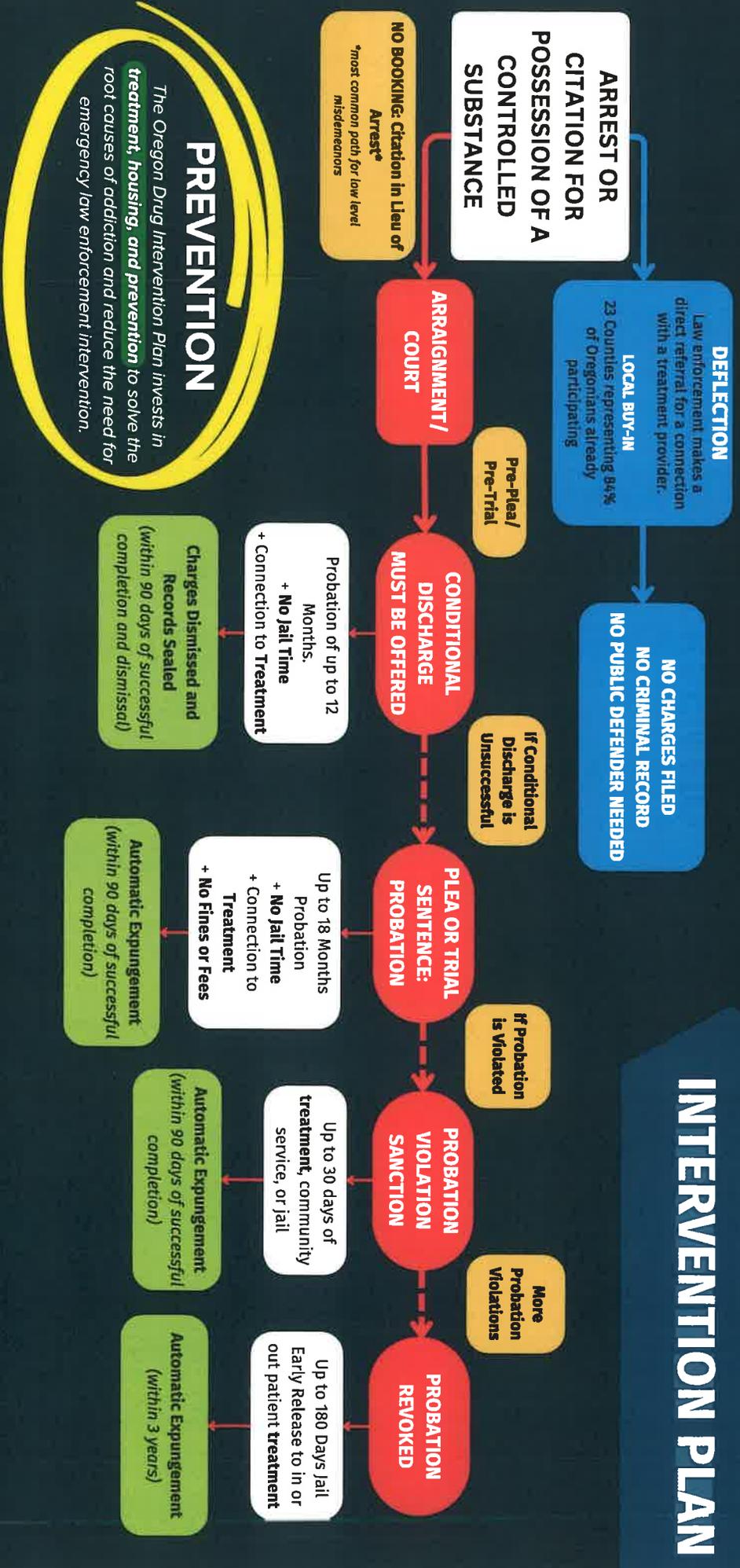
- A. Oregon Drug Intervention Program Process
- B. HB 4002 Key Components

HB 4002 – 24: Key Components:

- **'Dealer' Components:**
 - **Boyd Hubbell Fix**
 - Clean agreed to language that inserts 'of, or possession with the intent to transfer' into ORS 475.005
 - **New Delivery Enhancements**
 - Treatment Facilities w/in 500 ft
 - Shelters w/in 500 ft
 - Broad definition for all temporary shelter locations (includes hotels/motels)
 - Public Parks w/ 30ft
 - *Note these come in as 7 for consideration and 5 without; defendant knew or reasonably should have known
 - **Pretrial Release Guidelines**
 - Directive to Chief Justice to review guidelines for DCS/MCS pre-trial release recommendations
- **PCS-Unclassified Misdemeanor**
 - Bucket 1 – Straight sentence up to 180-days jail
 - Bucket 2 – Probation
 - 18-month probation
 - Includes structured sanctions – 90/30
 - Probation Violation
 - Up to 30-days jail
 - Early release to treatment
 - Bucket 3 – Revocation
 - 180-days jail
 - Credit Time Served
 - Early release to treatment
 - Court discretion to waive all fines and fees; excludes restitution
 - Drug Designated Misdemeanor – includes state-funded supervision for conditional discharge participants + supervision
- **Deflection/Pre-Arrest Diversion**
 - Optional – 'Encouraged' language for DA and Law Enforcement
 - Specific to PCS-U but nothing prohibits it from being expanded
 - CJC data collection to develop best practices from Oregon programs to help inform future development/execution – initial report by 3/1/25 and final by 7/1/26
 - Permissive language to delay arraignment citation more than 30-days
- **Conditional Discharge**
 - All eligible to enter, however DA may object to the Court that conditional discharge "would not serve the needs of the person or the protection and welfare of the community"
 - Must enter within 30-days unless late date for good cause
 - Eligible if other crimes within same charging instrument – but only PCS-U entered into CD
 - 12-months supervision with early termination by the court

- Amends current CD ORS 475.245 to expressly allow for sanction units
- **Expungement**
 - Deflection
 - Successful – eligible immediately; DA + LE have 60-days to seal all records
 - Cited No Charge
 - 2-years after citation date within 60-days DA + LE have 60-days to seal all records
 - Conditional Discharge or Conclusion of Probation
 - Successful – within 90-days of dismissal the Court shall seal all records
 - Conviction
 - 3-years from date of judgment within 60-days the Court shall seal all records
 - OJD shall develop standardized form DA/defense complete with necessary information and include in above packets
- **Data Tracking**
 - CJC will collect deflection, arrest, charge and conviction data for PCS-U from existing data sources (no new data systems required)
 - In addition will collect information on DCS
 - 1st Report Aug. 31, 2025
- **Deflection Program Grant Funding**
 - Defines deflection program
 - Establishes purpose and grant program requirements
 - County or their designee submits applications to CJC
 - County allowed to submit multiple program requests (i.e. county or city specific)
 - Outlines required partners – DA, LE, CMHP, BHRN + Permissive partners
 - Grants approved by CJC Grant Review Committee – DA Seat
 - Funds allocated: Still being negotiated
- **Expansion of Welfare Holds**
 - Increases 48-hours to 72-hours if incapacitated or danger to self/others
- **Medically Assisted Treatment**
 - Includes \$10M allocation to fund medically assisted treatment in jail programs
 - CJC grants to cities and counties
- **Effective Date**
 - All effective upon adoption except new PCS-U effective September 1, 2024

OREGON DRUG INTERVENTION PLAN



PREVENTION

The Oregon Drug Intervention Plan invests in **treatment, housing, and prevention** to solve the root causes of addiction and reduce the need for emergency/law enforcement intervention.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 10, 2024

Agenda Title: Child Abuse Prevention Month Proclamation
Category: Proclamation
Presented By: Nakesha Womble, Executive Director, Clatsop CASA Program

Issue Before the Commission: Proclaiming April 2024 as Child Abuse Prevention Month

Informational Summary: Spring is a time of new beginnings. It's also the time to renew our commitment to the protection of children in our community. Since 1983, a Presidential Proclamation has designated April as National Child Abuse Prevention Month. Observing Child Abuse Prevention month allows us to raise awareness of the severity of this issue and to arm citizens with the tools to help prevent abuse from happening.

Awareness of a problem creates intentional change. Hundreds of children in Clatsop County are exposed to violence, drug abuse, emotional abuse, physical abuse, sexual abuse and neglect. Chances are all of us know at least one child who has been the victim of child abuse and neglect.

Imagine a four-year-old child whose parent abuses drugs and has left him alone repeatedly. He has no food or heat in the home. He is alone and afraid. This child becomes everyone's responsibility. Child abuse is everyone's problem.

It's important for each of us to know the children in our communities. When we do, that means there is a safe place for children to find the grown-up support they need. If you suspect that a child is being abused or neglected, report it. Reporting suspected abuse creates awareness that a problem may exist.

As lay-citizens, it is not our role to determine whether abuse has occurred, we leave that to professionals who are trained to assess whether the concern rises to the level of abuse. However, we have a responsibility to the children in our community to make the professionals aware of any potential concerns.

Child welfare agencies, policy makers, voters, and family courts are in positions to be able to serve the children's needs first and promote healthy families and a community that values child safety.

Every child deserves a life free of abuse or neglect. Every child deserves a safe, permanent home.

Fiscal Impact: None.

Requested Action:

Approve Resolution and Order proclaiming April 2024 as Child Abuse Prevention Month and authorize the Chair to read, then sign the proclamation.

Attachment List

- A. Resolution and Order

**THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON**

**IN THE MATTER OF PROCLAIMING)
THE PERIOD FROM APRIL 1, 2024) RESOLUTION AND ORDER
THROUGH APRIL 30, 2024 TO BE)
CHILD ABUSE PREVENTION MONTH)**

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, every child is precious and deserves to grow up in a healthy, safe, nurturing environment free from the dangers and harmful effects of child abuse and neglect; and

WHEREAS, our children are our most valuable resources and will shape the future of Clatsop County, Oregon; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, child abuse prevention succeeds through partnerships among parents, child-welfare agencies, mental and physical health care providers, schools, law enforcement agencies, faith-based organizations, businesses and community members by fostering loving, supportive and violence-free homes; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

NOW, THEREFORE, BE IT HEREBY RESOLVED that Clatsop County Board of Commissioners does hereby proclaim April 2024 as

“Child Abuse Prevention Month”

in Clatsop County and calls upon all community members and local agencies to increase their engagement in efforts to effectively prevent, recognize, and respond to child abuse.

DATED this 10th day of April, 2024.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Board Chair

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**Clatsop County
Board of Commissioners
Minutes
Wednesday, March 13, 2024**

REGULAR MEETING: 6:00 PM

FLAG SALUTE

The Pledge of Allegiance was recited.

ROLL CALL

PRESENT

Vice Chair Courtney Bangs
Commissioner John Toyooka
Commissioner Pamela Wev
Commissioner Lianne Thompson

EXCUSED

Chair Mark Kujala

AGENDA APPROVAL

*Motion made by Commissioner Thompson, Seconded by Commissioner Toyooka.
Voting Yea: Vice Chair Bangs, Commissioner Toyooka, Commissioner Wev,
Commissioner Thompson*

PROCLAMATION

1. American Red Cross Month Proclamation {Page 4}

Jenee Pearce- Mushen thanked the Board for recognizing the Red Cross with this proclamation. They are running a campaign right now which is called Sound the Alarm which installs smoke detectors for free for those people who need it.

Motion: "Approve the Resolution and Order proclaiming March to be American Red Cross Month, and authorize the Chair to read, then sign the proclamation."

Motion made by Commissioner Thompson, Seconded by Commissioner Toyooka.

Voting Yea: Vice Chair Bangs, Commissioner Toyooka, Commissioner Wev, Commissioner Thompson

Vice-Chair Bangs read the proclamation aloud.

BUSINESS FROM THE PUBLIC

There was no business from the public.

1 **CONSENT CALENDAR**

2 *Motion made by Commissioner Thompson, Seconded by Commissioner Toyooka.*
3 *Voting Yea: Vice Chair Bangs, Commissioner Toyooka, Commissioner Wev,*
4 *Commissioner Thompson*

5 2. Board of Commissioner Minutes 1-24-24 {Page 7}

6 **COMMISSIONER'S LIAISON REPORTS**

7 Commissioner Wev said the Northwest Oregon Workforce Board has elected her to
8 serve as the Chair of the consortium part of the board.

9 Commissioner Toyooka had no report.

10 Commissioner Thompson is co-chair of the Governance and Revenue Committee for
11 Association of Oregon Counties (AOC). She read the report she presented to the AOC
12 Legislative Committee and the Board. She attended an award banquet hosted by the
13 Albany Chamber of Commerce. Roger Nyquist, Linn County Chair, received a Legacy
14 Award. She spoke about the impacts of the Habitat Conservation Plan (HCP) and how
15 to pay for the services that are needed in Oregon. She hopes to hear from colleagues
16 from all over the state. She stated they will be looking at the governance issues and the
17 impact on Special Districts.

18 Vice-Chair Bangs said the HCP has been moved forward. She spoke with the State
19 Forrester. She said it is up to federal services to present a legally defensible HCP in this
20 process. There is a possibility for the HCP to be put through another Environmental
21 Impact Statement (EIS) and public comment period if there has been a great amount of
22 change from the point it was written and the time it was passed through. She believes it
23 should be put through another review process with the updated information because of
24 the cost and the exponential impacts associated with this plan.

25 The Childcare Taskforce interviews were rescheduled for April.

26 She attended the Northwest Senior and Disability Services meeting.

27 The Fair Board is close to securing the musical artist for the Fair and are very busy
28 securing vendors and planning for Fair.

29 **COUNTY MANAGER'S REPORT**

30 County Manager Bohn said on the heels of the Board approving the Strategic
31 Investment Plan (SIP) with Georgia Pacific the Oregon Business Development
32 Commission has scheduled their consideration for April 5th. County Manager will be
33 attending that meeting to answer any questions along with Georgia Pacific
34 representatives.

35 They are in collective bargaining with two unions and in the midst of the budget process.

36 **PUBLIC HEARINGS**

37 2. Continuation: Ordinance 24-11 / Southwest Coastal Community Plan {Page 14}

38
39 Vice-Chair Bangs opened the public hearing. No additional information from staff
40 and no public comment.

1 Vice-Chair closed the public hearing.

2

3 *“Commissioner Thompson moved the Board continue the second public hearing*
4 *of Ordinance 24-11 to the March 27, 2024, regular meeting.”*

5 *Motion made by Commissioner Thompson, Seconded by Commissioner*
6 *Toyooka.*

7 *Voting Yea: Vice Chair Bangs, Commissioner Toyooka, Commissioner Wev,*
8 *Commissioner Thompson*

9

10 3. Update Public Clatsop County Code § 1.04.060 – Public Contracting Rules
11 {Page 15}

12 County Counsel Pope conducted the second reading of the Ordinance.

13 No additional information from staff. No public comment.

14 Vice-Chair Bangs closed the public hearing.

15 *Motion: “Approve Ordinance 24-13.”*

16 *Motion made by Commissioner Thompson, Seconded by Commissioner*
17 *Toyooka.*

18 *Voting Yea: Vice Chair Bangs, Commissioner Toyooka, Commissioner Wev,*
19 *Commissioner Thompson*

20

21 **GOOD OF THE ORDER**

22 There was nothing for the good of the order.

23 **ADJOURNMENT**

24

25 Approved by,

26

27

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29

Mark Kujala, Chair

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 10, 2024

Agenda Title: Contract for Bulk Fuel Purchase
Category: Consent Calendar
Presented By: Terry Hendryx, Public Works Director

Issue Before the Commission: Approval of a contract for the purchase of bulk fuel

Informational Summary: The Public Works Department issues an annual Request for Quotes for Bulk Fuel, included an advertisement in the Daily Astorian. The county received two quotes:

CECO

Jackson & Son Oil

The lowest quote was from Jackson & Son Oil. The cost is the daily rack price, based on the City of Portland oil price information newsletter, plus a markup and any applicable taxes. Public Works estimates the purchase of approximately 95,000 gallons of fuel in the next year.

Fiscal Impact: The fuel will be expended from the Road Maintenance & Construction Fund and the individual departments are billed for their fuel use.

Requested Action:

Approve contract with Jackson & Son Oil in the amount of \$425,000 for fuel purchases and authorize the County Manager to sign the contract and amendments.

Attachment List

A. Contract

CLATSOP COUNTY, OREGON

1100 Olney Avenue

Astoria, Oregon 97103

An Equal Opportunity Employer

Clatsop County Materials Contract

This Contract is by and between Clatsop County (County) and Jackson & Son Oil (Contractor). Whereas County has need of the services which Contractor has agreed to provide; Now Therefore, in consideration of the sum not to exceed \$425,000, to be paid to Contractor by County, Contractor agrees to perform between May 1, 2024 and April 30, 2025, inclusive, the following specific services:

- A. Materials: Contractor to furnish the following materials as described on Attachment A, at prices shown on Attachment B.
- B. Payment Terms: Payment will be made 30 days from receipt of invoice and approval of materials by County.

C. Miscellaneous:

1. **Written Notice.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.

2. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the District or Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

3. **Compliance.** Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279C.505 through 530 (Construction Contracts) are incorporated herein. Specifically, Contractor shall:

- a. Promptly pay, as due, all persons supplying labor and material for the performance of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the contract, pursuant to ORS 279C.515.
- b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract.
- c. Not permit any line or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor.

- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279A.055, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279C.520.
- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279C.530.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
- h. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources.
- i. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources

4. **Judicial Rulings.** If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

5. **Independent Contractor.** Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent Contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an Independent Contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.

6. **Indemnification.** Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement, to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

7. **Worker's Compensation.** Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If the Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.

8. **Nondiscrimination.** No person shall be subjected to discrimination in receipt of the

benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by **County**.

9. **Termination of Agreement.** This Agreement may be terminated under the following conditions:
- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
 - b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
 - c. Immediately on breach of the contract.

10. **Subcontracting/Nonassignment.** No portion of this Agreement may be contracted or assigned to any other individual, firm, or entity without the express and prior approval of **County**.

11. **Survival.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

12. **Standard of Services and Warranty.** Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that the **Contractor** must perform the services based in part on information furnished by **County** and that **Contractor** shall be entitled to rely on such information. However, the **Contractor** is given notice that **County** will be relying on the accuracy, competence and completeness of **Contractor's** services in utilizing the results of such services. The **Contractor** warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

13. **Ownership and Use of Documents.** All documents, or other material submitted to the **County** by **Contractor** shall become the sole and exclusive property of **County**. All material prepared by **Contractor** under this Agreement may be subject to Oregon's Public Records Law.

14. **Tax Compliance Certification.** Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of **Contractor's** knowledge, **Contractor** is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. **Contractor** represents that **Contractor** will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If **Contractor** fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the **Contractor** shall be in default and **County** may terminate this agreement and pursue its remedies under the agreement and under applicable law.

15. **Insurance.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$1,000,000 for property damage and minimum of \$1,000,000 per person for bodily injury and no less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. In addition, all such insurance, with the

exception of Professional Liability, shall name **County**, its Commissioners, employees and agents, as an Additional Insured. A copy of the policy or certificate of insurance acceptable to **County** shall be submitted to **County**. Some, or all, of the required insurance may be waived or modified if approved by **County's** counsel as follows:

_____ (Approved by County Counsel)

(Contractor's Initials) AS _____ (Comments)

All terms on the previous pages of this document are hereby made a part of this Agreement.

FOR COUNTY:

Signature Date

Title

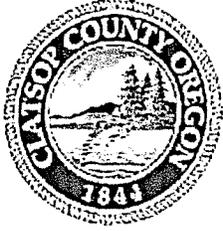
FOR CONTRACTOR:

Corey Bahr 3/22/24
Signature Date

President
Title

Contractor Address: 84721 Happel Lane, Seaside, OR 97138

Attachment A



Clatsop County

Public Works
1100 Olney Avenue
Astoria, Oregon 97103

Phone (503) 325-8631
Fax (503) 325-9312

www.co.clatsop.or.us

Request for Quotes

To: Potential Fuel Suppliers

Date: February 29, 2024

Clatsop County Public Works Department is requesting quotes for fuel for the coming year. The County intends to purchase approximately 95,000 gallons of fuel.

Supplier will be required to execute a contract with Clatsop County.

WORK TO BE DONE

The work to be done under this contract consists of the delivery of bulk fuel to three locations as described in the specifications.

TIME AND PLACE OF RECEIVING QUOTES

Quotes will be received at the office of the Clatsop County Public Works, 1100 Olney Avenue, Astoria, Oregon 97103, via email roads@clatsopcounty.gov, or by fax (503) 325-9312 until 2:00 PM., March 21, 2024.

LOCATION OF TANKS

See attached maps showing location of each shop.

SPECIFICATIONS

It is the purpose of these specifications to describe the requirements for delivery of Bulk Fuel to locations specified by Clatsop County in sufficient detail to obtain competitive quotes from suppliers.

Clatsop County will require fuel to be delivered at three locations: Svensen shop, Jewell shop, and Astoria shop. Attachments 1, 2 & 3 show a map of the location of each of these sites.

All of our tanks are above ground. You will need a key to access the fill ports. Quotes must include all locations listed.

Svensen Tanks:	1,000 Gas 1,500 Diesel	2" camlock 2" camlock	Address: 92435 Svensen Market Rd, Astoria
Jewell Tanks:	500 Gas 1,000 Diesel	2" camlock 2" camlock	Address: 79532 Hwy 202, Seaside
Astoria Tanks:	(2) 5,000 Gas 10,000 Diesel	4" camlock 4" camlock	Address: 1196 Olney Ave, Astoria

The tanks at Svensen and Jewell have a gauge in them that tells us the amount of fuel that has been used, but not the level of fuel. With our current supplier we have been keeping track of the levels and calling them when we need to order fuel.

1. Fuel types are: Regular unleaded Oxy gasoline, 3, UN1203, P.G.II, Octane 87, with 10% Ethanol added in compliance with HB 2210, and Biodiesel – 95% Ultra Low Sulfur Diesel blended with 5% Bio clear Diesel.
2. Fuel deliveries should be scheduled to keep tanks full. Contractor will make delivery of fuel within 24 hours when requested by the County. If Contractor does not respond to request for fuel delivery, they will be in breach of contract and the County may terminate the contract for non-performance.
3. The Contractor shall be issued keys to ensure that delivery can be made at a time of the Contractor's discretion. A fee of \$25.00 shall be required for replacement of a lost key. The Contractor may make delivery of fuel at any time (even without a request from the County).
4. Delivery notices indicating the amount delivered to each tank, time, and date of delivery shall be supplied as soon as possible by fax or email to the Clatsop County Public Works, 1100 Olney Avenue, Astoria, Oregon 97103, Fax 503-325-9312, roads@co.clatsop.or.us.
5. The price of the fuel to the County shall be the combination of the Contractor's fixed markup amount for each tank, the rack price, as indicated for the City of Portland, Oregon, OPIS Gross Daily Average Price on the date of delivery, or for Biodiesel, The OPIS Daily Biodiesel Rack price on the date of delivery, and applicable taxes. The fixed markup amounts shall be indicated in the Quotation and shall cover all of the Contractor's costs including but not limited to transportation, labor, administrative fees, and overhead and profit.
6. The Contractor shall bill the County for fuel delivered to include the rack price plus the fixed markup amount per gallon, and applicable taxes. County fuel is subject to the following taxes:

Regular Unleaded: Lust Tax - Gas, Federal Oil Spill Recovery Tax, State Tax and City of Astoria Tax.
BioDiesel: Lust Tax- Diesel, Federal Oil Spill Recovery Tax.
7. This Contract will be in effect from approximately May 1, 2024 through April 30, 2025. In case of a fuel shortage, the Contractor shall supply the County before supplying the Contractor's non-government customers.

8. Selected Contractor will be asked to supply County with the phone number(s) of Contractor's emergency contact(s) who could be contacted in case of emergency on weekends or after hours. These numbers would be kept confidential and only used in case of emergency.

Quotation for Bulk Fuel 2024-2025

TANK LOCATION	TYPE OF FUEL	TANK SIZE	APPROX ANNUAL USAGE	UNIT PRICE per gallon for Contractor's markup
Svensen	Bio Diesel 5 Clear	1500 gallons	11,000 gallons	
Svensen	Regular Unleaded E-10 OXY	1000 gallons	6000 gallons	
Jewell	Bio Diesel 5 Clear	1000 gallons	8000 gallons	
Jewell	Regular Unleaded E-10 OXY	500 gallons	4500 gallons	
Astoria	Bio Diesel 5 Clear	10,000 gallons	23,000 gallons	
Astoria	Regular Unleaded E-10 OXY	2 tanks @ 5000 gallons each	65,000 gallons	

Quantities are very general estimates only and could vary significantly.

Dated: _____

Business: _____

Signature: _____

Printed Name _____

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Attachment B

8. Selected Contractor will be asked to supply County with the phone number(s) of Contractor's emergency contact(s) who could be contacted in case of emergency on weekends or after hours. These numbers would be kept confidential and only used in case of emergency.

Quotation for Bulk Fuel 2024-2025

TANK LOCATION	TYPE OF FUEL	TANK SIZE	APPROX ANNUAL USAGE	UNIT PRICE per gallon for Contractor's markup
Svensen	Bio Diesel 5 Clear	1500 gallons	11,000 gallons	.05
Svensen	Regular Unleaded E-10 OXY	1000 gallons	6000 gallons	.05
Jewell	Bio Diesel 5 Clear	1000 gallons	8000 gallons	.05
Jewell	Regular Unleaded E-10 OXY	500 gallons	4500 gallons	.05
Astoria	Bio Diesel 5 Clear	10,000 gallons	23,000 gallons	.02
Astoria	Regular Unleaded E-10 OXY	2 tanks @ 5000 gallons each	65,000 gallons	.02

Quantities are very general estimates only and could vary significantly.

Dated: 3/19/24

Business: Jackson & Son Oil

Signature: *Casey Jackson*

Printed Name Casey Jackson

Title: President

Address: 84721 Happel Lane

City, State, Zip: Seaside, OR 97138

Phone: 503-738-5833 Fax: 503-717-4189

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 10, 2024

Agenda Title: Hillcrest Road Pulverizing and CTB 2024 Contract Approval
Category: Consent Calendar
Presented By: Terry Hendryx, Public Works Director

Issue Before the Commission: Approval of contract with West Coast Soil Solutions

Informational Summary: The Clatsop County Public Works Road Department conducted an Invitation to Bid for pulverizing and cement treating the base on a portion of Hillcrest Road that lies between Conroy Road at milepost 1.48 and Koppisch Road at milepost 2.52. This work consists of in-place reconstruction of a road base utilizing pulverized existing pavement materials and adding a 2-5% mixture of Portland Cement and re-mixing according to specifications. The County received two bids:

Porter W. Yett Company

West Coast Soil Solutions

West Coast Soil Solutions provided the lowest bid.

Fiscal Impact: Contract is paid for out of the Road Maintenance and Construction budget. Contract price not to exceed \$70,000.00.

Requested Action:

Sign a contract with West Coast Soil Solutions for a not to exceed amount of \$70,000.

Attachment List

A. Contract

CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No. C 81059

Clatsop County Construction Contract

This Contract is by and between **Clatsop County (County)** and **West Coast Soil Solutions (Contractor)**. Whereas **County** has need of the services which **Contractor** has agreed to provide; Now **Therefore**, in consideration of the sum not to exceed \$70,000.00 to be paid to **Contractor by County**, **Contractor** agrees to perform by May 31, 2024, inclusive, the following specific services:

- A. All materials, labor, equipment and incidentals, and to perform all work shown on the maps and drawings and described in the specifications for the project "Hillcrest Road Pulverizing and CTB 2024", Invitation to Bid, scope of work and the Bid Proposal – Attachment A.
- B. Payment Terms: Payment will be made 30 days from receipt of invoice and approval of work by County.
- C. Miscellaneous:
 - 1. **Written Notice.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
 - 2. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the District or Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of **County** shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of **County** according to law.
 - 3. **Compliance.** **Contractor** shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279C.505 through 530 (Construction Contracts) are incorporated herein. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the performance of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the contract, pursuant to ORS 279C.515.
 - b. If this contract is for a public improvement, if Contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the County, the Contractor or first-tier subcontractor shall owe

the person the amount dues plus interest commencing at the end of the 10 day period that payment is due under ORS 279C.580 and ending upon final payment.

- c. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract.
- d. Not permit any line or claim to be filed or prosecuted against **County**, on account of any labor or material furnished by **Contractor**.
- e. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- f. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279A.055, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279C.520.
- g. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279C.530.
- h. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
- i. If this contract is for a public improvement, **Contractor** represents and warrants that at the time of the execution of this agreement they have, and shall maintain during the term of this agreement an employee drug-testing program for its employees.
- j. If this contract is for a public improvement, if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, subject to ORS 279C.515.
- k. If this contract is for a public improvement exceeding \$50,000, Contractor, subcontractor or other person doing or contracting to do any of the work of this contract will pay workers prevailing wage rates as contained in bid specifications and workers shall be paid not less than the specified minimum hourly rate of wage.
- l. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources.
- m. If this contract is for a public improvement exceeding \$50,000, and contractor is required to pay prevailing wages under ORS 279C.800 to 279C.870, then contractor must file a \$30,000 BOLI bond with the Construction Contractors Board before starting work on a contract or subcontract. Contractor will include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractor's Board before starting work on the

project, unless exempt.

- n. If this is for a public improvement exceeding \$50,000, a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
 - o. Workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.
 - p. If this contract includes demolition, the contractor shall salvage or recycle construction and demolition debris if feasible and cost-effective. If contract includes lawn and landscape maintenance, contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective, per ORS 279C.510.
4. **Judicial Rulings.** If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.
5. **Independent Contractor.** Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent Contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an Independent Contractor, Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.
6. **Indemnification.** Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement, to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.
7. **Worker's Compensation.** Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If the Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.
8. **Nondiscrimination.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.
9. **Termination of Agreement.** This Agreement may be terminated under the following

conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
- b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
- c. Immediately on breach of the contract.

10. **Subcontracting/Nonassignment.** No portion of this Agreement may be contracted or assigned to any other individual, firm, or entity without the express and prior approval of County.
11. **Survival.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
12. **Standard of Services and Warranty.** Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that the Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, the Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. The Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.
13. **Ownership and Use of Documents.** All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Law.
14. **Tax Compliance Certification.** Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.
15. **Insurance.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$1,000,000 for property damage and minimum of \$1,000,000 per person for bodily injury and

no less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. In addition, all such insurance, with the exception of Professional Liability, shall name **County**, its Commissioners, employees and agents, as an Additional Insured. A copy of the policy or certificate of insurance acceptable to **County** shall be submitted to **County**. Some, or all, of the required insurance may be waived or modified if approved by **County's** counsel as follows:

_____ (Approved by County Counsel)

(Comments)

(Contractor's Initials) ML

All terms on the previous pages of this document are hereby made a part of this Agreement.

This Agreement will not be effective until approved by the County Commission.

FOR COUNTY:

Signature Date

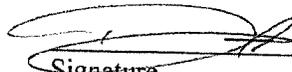
Printed Name

Title

Contractor Address:

4545 NE 148th Avenue
Portland, OR 97230

FOR CONTRACTOR:

 3/26/24
Signature Date

Douglas O'Neal
Printed Name

owner
Title

Attachment

"A"

**Bid Proposal Form
Hillcrest Road Pulverizing and CTB 2024**

The undersigned, as bidder declares:

That the only person or parties interested in this Proposal as principals are those named therein;

That this Proposal is made without collusion with any other person, firm or corporation;

That he has carefully examined and fully understands the bid documents: "Proposal and Specifications for the Hillcrest Road Pulverizing and CTB 2024", Invitation to Bid, Information for Bidders, Special Provisions, Prevailing Wage Rates, Bid Forms, and Contract, on file in the office of the Public Works Department office at 1100 Olney Avenue, Astoria, Oregon and are hereby made a part of this agreement;

That he submits this Proposal subject to the terms and conditions stated in the Bid Documents;

That if this bid is accepted, he will contract with said Clatsop County in the approved form of contract, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all work and furnish all the materials specified in the contract in the manner and time therein prescribed and according to the requirements as therein set forth;

That he will accept as full payment, therefore, the amount earned under the contract in the manner described in the Bid Documents;

That he will comply with the provisions of ORS 279C.840 regarding prevailing wage rates and all other applicable provisions of Oregon law as well as all Clatsop County ordinances and rules relating to public contracting;

That he has not discriminated and will not discriminate against minority, women, or emerging small business enterprises or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining any required subcontracts;

That he is not in violation of any Oregon Tax Law;

That he is registered with the Construction Contractors Board as required by ORS 701.055.

That he has an employee drug testing program in place in compliance with ORS 279C.505(2).

That after having carefully examined the Specifications covering the project, the bidder proposes to furnish all necessary labor, materials, and equipment and to perform the work in full accordance with said Specifications in the quantity(ies) and Price(s) as shown on Schedule of Prices.

Addendum Receipt (if any)

The receipt of the following addenda to Specifications is hereby acknowledged.

ADDENDUM NO. _____ DATE: _____

ADDENDUM NO. _____ DATE: _____

The names of the president, treasurer, and manager of the bidding corporation, or the names and residences of all persons and parties interested in this Bid as partners or principals are as follows:

Name	Address
<u>Doody Construction</u>	<u>4646 NW 148th Ave Portland OR 97230</u>
_____	_____
_____	_____
_____	_____

The names of the surety by which the Performance Bond covering the Contract, if awarded, will be furnished, and the name, address and phone number of the surety's local agent are as follows:

Name of Surety Western Surety Company

Name of Agent Norm Simpson

Address 151 N. Franklin, 17th floor Chicago, IL 60606

Phone Number (605) 336-0850

Bidder acknowledges that he is aware of the provisions of ORS 279C.375. This law requires public contracting agencies, in determining the lowest responsible bidder, to add a percent increase to each out-of-state bidder's bid price which is equal to the percent of preference given to local bidders in that bidder's home state. In other words, if the low bidder is from a state that grants a 10 percent preference to local bidders, the Oregon agency must add 10 percent to that bidder's bid price when evaluating the bid.

Pursuant to ORS 279A.120 the bidder is directed to complete the following:

- | | YES | NO |
|---|----------|-----|
| 1. Is bidder a resident bidder? | <u>X</u> | ___ |
| 2. Has bidder paid Oregon unemployment and income taxes within the last 12 months immediately preceding this bid? | <u>X</u> | ___ |
| 3. Does bidder have a business address in Oregon? | <u>X</u> | ___ |
| 4. If you are a non-resident bidder: ___ % is the preference granted by your resident state to local bidders. | | |

Bid Schedule

Pulverize & CTB Unit Cost per Square Yard 2% \$ 249
Pulverize & CTB Unit Cost per Square Yard 3% \$ 291
Pulverize & CTB Unit Cost per Square Yard 4% \$ 317
Pulverize & CTB Unit Cost per Square Yard 5% \$ 419
(price to include all costs, including mobilization)

Can you schedule this work between May 6, 2024 and May 16, 2024? Yes X No ___
If not, what is your projected schedule?

Date: March 13th 2024

Company: West Coast Soil Solutions

Signature: [Signature]

Name: Doug O'Neal

Title: Owner

Address: 4545 NE 148th Ave Portland OR 97230

Phone: 360-521-2613

Email: Doug@westcoastsoilsolutions.com

Federal Tax I.D. No.: 47-1113234

Oregon Contractors Board Registration: 206801

Bid Proposal – 3

First Tier Subcontractor Disclosure Form

For Public Improvements with a contract value of more than \$100,000 (ORS 279C.370)

Project Name: Hillcrest Road Pulverizing and CTB 2024

Closing Date: March 14, 2024 at 2:00 p.m.

Subcontractor Disclosure Deadline: March 14, 2024 at 4:00 p.m.

This form must be submitted at the location specified within two (2) working hours of the advertised bid closing date and time; no later than the **Disclosure Deadline** stated above.

List below the Name, Address, Dollar Value, Construction Contractor Bond (CCB) and category of work of each subcontractor that will be furnishing labor or materials that are required to be disclosed. Enter "none" if there are no subcontractors that need to be disclosed. If needed attach additional sheets.

Name/Address	Dollar Value/CCB#	Category of Work
None	N/A	N/A

The above listed first-tier subcontractor(s) are providing labor and/or materials with a Dollar Value equal to or greater than:

1. 5% of the Project Bid, but at least \$15,000; or
2. \$350,000, regardless of the percentage.

Failure to submit this form by the disclosure deadline will result in a bid submitted becoming non-responsive, and such bids shall not be considered for award. Bids that are submitted by bid closing, but for which the separate disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award.

Form submitted by (Bidder Name): Day Central / West Point Soil Solutions

Instructions for Non-Collusion Affidavit

1. This Non-collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Oregon Public Contracts and Purchasing Laws, a public contracting agency may reject any or all bids upon a finding of the agency that is in the public interest to do so. This agency finds that it is in the public interest to require the completion of this affidavit by potential contractors.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

Non-Collusion Affidavit

STATE OF Oregon)

County of Multnomah)

I state that I am Doug Jensen of West Coast Soil Solutions and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder, except as disclosed on the attached appendix.

(2) That neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary of other noncompetitive bid.

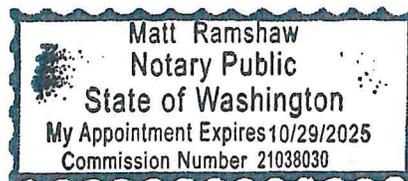
(5) West Coast Soil Solutions, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached appendix.

I state that West Coast Soil Solutions understands and acknowledges that the above representatives are material and important, and will be relied on by Clatsop County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Clatsop County of the true facts relating to the submission of bids for this contract.

Sworn to and subscribed before me this 13th day of March, 2024

[Signature]

NOTARY PUBLIC FOR OREGON
My Commission Expires: 10/29/2025



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 66988329

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Norman Robert Simpson

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Douglas O'Neal dba West Coast Soil Solutions

Obligee: County of Clatsop County Oregon

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 66988329 is not issued on or before midnight of June 12th, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 14th day of March, 2024.

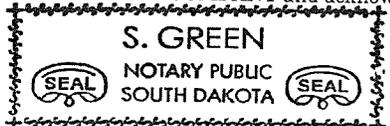
STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA

} ss

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 14th day of March, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



S. Green
Notary Public - South Dakota
My Commission Expires February 12, 2027

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 14th day of March, 2024.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-5-2023

CLATSOP COUNTY STANDARD PUBLIC IMPROVEMENT CONTRACT Bid Bond

We, Douglas O'Neal dba West Coast Soil Solutions, as "Principal,"
(Name of Principal)

and WESTERN SURETY COMPANY, an South Dakota Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Clatsop County ("Obligee") the sum of (\$ 5%)

Five Percent of Amount Bid dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. _____) for the project identified as:

Hillcrest Road Pulverizing and CTB 2024 which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee, as well as any required proof of insurance, within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 14th day of March, 2024.

PRINCIPAL: Douglas O'Neal dba West Coast Soil Solutions

SURETY: WESTERN SURETY COMPANY

By [Signature]
Signature

BY ATTORNEY-IN-FACT:

Owner
Official Capacity

NORMAN ROBERT SIMPSON
Name

Attest: _____
Corporation Secretary

[Signature]
Signature

151 N. Franklin, 17th Floor
Address

Chicago IL 60606
City State Zip

605-336-0850 605-335-0357
Phone Fax



Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 10, 2024

Agenda Title: Fire Department/Districts – ARPA Funding Agreement
Category: Business Agenda
Presented By: Don Bohn, County Manager

Issue Before the Commission: Approval of ARPA Funding Agreements with Fire Departments/Districts

Informational Summary: Fire departments/districts are under considerable financial, staffing and workload stressors. As a result, the ARPA Funding Concept Plan was updated to include a \$150,000 allocation to fire departments and districts. The distribution methodology includes:

- \$10,000 base distribution to all departments/districts (for a total of \$110,000)
- The remaining \$40,000 is distributed to non-city fire districts based on proportional share of 2023 call volume.

The total distribution by department/district follows:

Table 1: ARPA Funding Distribution Methodology

	<u>Base</u>	<u>Volume</u>	<u>Total</u>
Westport	\$10,000	\$3,870	\$13,870
Knappa	\$10,000	\$11,664	\$21,664
Astoria	\$10,000	\$0	\$10,000
Olney	\$10,000	\$2,452	\$12,452
Warrenton	\$10,000	\$0	\$10,000
Lewis and Clark	\$10,000	\$7,356	\$17,356
Gearhart	\$10,000	\$0	\$10,000
Hamlet	\$10,000	\$2,592	\$12,592
Seaside	\$10,000	\$0	\$10,000
Cannon Beach	\$10,000	\$11,331	\$21,331
Elsie-Vinempale	<u>\$10,000</u>	<u>\$736</u>	<u>\$10,736</u>
	\$110,000	\$40,000	\$150,000

The one-time allocation may be used for expenses related to the provision of fire and first response services and must be expended by December 31, 2026 or be returned to the County.

Fiscal Impact: A total allocation of \$150,000 of the roughly \$7.8 million in Federal American Rescue Plan Act of 2021 funds.

Requested Action:

Approve \$150,000 ARPA allocation to fire departments/districts per the distribution methodology highlighted in Table 1 of the agenda summary.

Attachment List

- A. Updated ARPA Funding Concept Plan
- B. Funding Agreement

**Clatsop County's Estimated
American Rescue Plan Act Funding Allocations** (Updated 3/29/24)

Federal Guidelines	Category	Year 1 (FY 21-22)	Year 2 (FY 22-23)	Year 3 (FY 23-24)	Year 4 (FY 24-25)	Total	Spent-To-Date (2/23/24)
#1 Respond to the Coronavirus health impacts or economic impacts including assistance to households, small businesses, non-profits, and impacted industries including hospitality, travel, and tourism	Economic Development (SBDC funding)	\$ -	\$ 162,500	\$ 120,000	\$ 120,000	\$ 402,500	\$ 282,500
	Child Care Initiatives	\$ -	\$ 200,000	\$ 150,000	\$ 150,000	\$ 500,000	\$ 350,000
	Navigation Center Support	\$ 70,000	\$ 35,000	\$ 70,000	\$ 50,000	\$ 225,000	\$ 175,000
	Inclement Shelter Support	\$ -	\$ -	\$ 50,000	\$ 20,000	\$ 70,000	\$ 50,000
	Emergency Shelter System Support	\$ 88,699	\$ 80,000	\$ 80,000	\$ 80,000	\$ 328,699	\$ 248,699
	Other Non-Profit Support	\$ 100,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000	\$ 200,000
	Mental Health Crisis Response (CBH)	\$ 80,000	\$ 160,000	\$ 160,000	\$ 80,000	\$ 480,000	\$ 400,000
	Enhanced Mental Health Services (Jail)	\$ -	\$ 25,000	\$ 88,800	\$ 88,800	\$ 202,600	\$ 113,800
	Affordable Housing Predevelopment Grants	\$ -	\$ -	\$ 125,000	\$ 125,000	\$ 250,000	\$ 125,000
	Housing Administration (Technical Assistance/Staff)	\$ -	\$ 87,993	\$ 100,000	\$ 100,000	\$ 287,993	\$ 187,993
		\$ 338,699	\$ 800,493	\$ 993,800	\$ 863,800	\$ 2,996,792	\$ 2,132,992
#2 Provide premium pay for essential workers up to \$13 an hour with an annual cap of \$25,000		N/A				\$ -	\$ -
#3 Cover for lost revenue in providing services	Invest in Public Health Infrastructure	\$ 350,000	\$ 375,000	\$ 350,000	\$ 350,000	\$ 1,425,000	\$ 725,000
	Jewell School Based Health Center	\$ -	\$ -	\$ 6,000	\$ -	\$ 6,000	\$ 6,000
	County Facility Space Planning	\$ 150,000	\$ -	\$ 150,000	\$ -	\$ 300,000	\$ 150,000
	Public Facility Improvements	\$ -	\$ -	\$ -	\$ 1,060,000	\$ 1,060,000	\$ -
	Evergreen Acres (Water Infrastructure)	\$ -	\$ -	\$ 50,959	\$ -	\$ 50,959	\$ 25,818
	Emergency Preparedness/Resiliency	\$ 26,000	\$ 75,212	\$ 50,000	\$ -	\$ 151,212	\$ 101,212
			\$ 526,000	\$ 450,212	\$ 606,959	\$ 1,410,000	\$ 2,993,171
#4 Make investments in water, sewer, or broadband infrastructure	Rural Internet/Comms Accessibility & Enhancement	\$ 25,000	\$ -	\$ 29,887	\$ 100,000	\$ 154,887	\$ 54,887
	Rural Fire District Investments	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ -
	Water Assessment (Clatsop Plains)	\$ 25,000	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000
	Fuel Station (Disaster Mitigation)	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000	\$ -
	Anaerobic Biodigester Feasibility	\$ 43,098	\$ -	\$ 75,000	\$ -	\$ 118,098	\$ 43,098
	Knappa School District Infrastructure	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ 150,000
	Warrenton Infrastructure Development	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000	\$ 250,000
	Westport Sewer District Improvements	\$ 170,000	\$ -	\$ 130,000	\$ 280,000	\$ 580,000	\$ 300,000
		\$ 263,098	\$ -	\$ 784,887	\$ 630,000	\$ 1,677,985	\$ 822,985

Year 1-4 Funding Totals	\$ 1,127,797	\$ 1,250,705	\$ 2,385,646	\$ 2,903,800	\$ 7,667,948	\$ 3,964,007
	Contingency				\$ 145,092	\$ -
	Clatsop County's Total ARPA Funding				\$ 7,813,040	\$ 3,964,007

*ARPA Funding = \$7,813,040

*LATCF Funding = \$100,000

LATCF Funding	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ -
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Note - Funding must be obligated/under contract by 12/31/2024

Note - Funding must be expended by 12/31/2026

Total Funding	\$ 7,913,040	\$ 3,964,007
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CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

FUNDING AGREEMENT

This Agreement is made this 10th day of April, 2024, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter “**County**” and **City of Astoria**, a municipal corporation “**City**”.

Recitals

In May 2021, County was allocated approximately \$7.8 million in Federal American Rescue Plan Act of 2021 (ARPA) funds to respond to the impacts of the coronavirus pandemic. County has designated ARPA to provide one-time support to fire agencies for operating, capital or other expenses related to the provision of fire and first responder services.

NOW THEREFORE, the parties agree as follows:

1. Term: This Agreement shall be for April 10, 2024 through January 31, 2027.
2. Purpose and Payment: County shall provide funding to the City in the total amount of **\$10,000** for expenses related to the provision of fire and first response services. The City represents that it shall use the funds provided for this exclusive purpose. The County will make a single payment upon approval by the Board of Commissioners and execution of this agreement.
3. Indemnity: The City shall indemnify and hold County harmless for any claim arising from the application of these funds.
4. Compliance and Reporting: Funds provided to the City by this Agreement are a subaward of State and Local Fiscal Recovery Funds (SLFRF). Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient. The City shall adhere to all SLFRF subrecipient compliance and reporting requirements as determined by the U.S. Department of the Treasury. These requirements include, but are not limited to: (a) Subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements. (b) Subrecipients must ensure subawards are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with awarded funds. (c) County may issue additional reporting requirements for SLFRF subawards greater than \$50,000, as required by the U.S. Department of the Treasury.

The City shall follow the annual reporting schedule outlined below until all funds are expended or until December 31, 2026 (deadline for expending funds); whichever comes first.

Annual Report	Period Covered	Due Date
1	July 1, 2021 – March 31, 2022	April 15, 2022
2	April 1, 2022 – March 31, 2023	April 15, 2023
3	April 1, 2023 – March 31, 2024	April 15, 2024
4	April 1, 2024 – March 31, 2025	April 15, 2025
5	April 1, 2025 – March 31, 2026	April 15, 2026
6	April 1, 2026 – December 31, 2026	January 15, 2027

5. General: Funding for this Agreement is allocated by the Clatsop County Board of Commissioners.

(A) All funds not expended for the specific purpose described within this agreement shall be returned to the County;

(B) All funds not expended by December 31, 2026 shall be returned to the County.

COUNTY:

Don Bohn, County Manager

Name, Title

Date

Signature

City:

Name, Title

Date

Signature

City Address
1095 Duane Street
Astoria, OR 97103

City Phone
503-325-5821



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

FUNDING AGREEMENT

This Agreement is made this 10th day of April, 2024, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter "**County**" and **Cannon Beach Rural Fire Protection District**, an Oregon Special District, hereinafter "**Fire District**".

Recitals

In May 2021, County was allocated approximately \$7.8 million in Federal American Rescue Plan Act of 2021 (ARPA) funds to respond to the impacts of the coronavirus pandemic. County has designated ARPA to provide one-time support to fire agencies for operating, capital or other expenses related to the provision of fire and first responder services.

NOW THEREFORE, the parties agree as follows:

1. Term: This Agreement shall be for April 10, 2024 through January 31, 2027.
2. Purpose and Payment: County shall provide funding to the Fire District in the total amount of **\$21,331** for expenses related to the provision of fire and first response services. The Fire District represents that it shall use the funds provided for this exclusive purpose. The County will make a single payment upon approval by the Board of Commissioners and execution of this agreement.
3. Indemnity: The Fire District shall indemnify and hold County harmless for any claim arising from the application of these funds.
4. Compliance and Reporting: Funds provided to the Fire District by this Agreement are a subaward of State and Local Fiscal Recovery Funds (SLFRF). Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient. The Fire District shall adhere to all SLFRF subrecipient compliance and reporting requirements as determined by the U.S. Department of the Treasury. These requirements include, but are not limited to: (a) Subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements. (b) Subrecipients must ensure subawards are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with awarded funds. (c) County may issue additional reporting requirements for SLFRF subawards greater than \$50,000, as required by the U.S. Department of the Treasury.

The Fire District shall follow the annual reporting schedule outlined below until all funds are expended or until December 31, 2026 (deadline for expending funds); whichever comes first.

Annual Report	Period Covered	Due Date
1	July 1, 2021 – March 31, 2022	April 15, 2022
2	April 1, 2022 – March 31, 2023	April 15, 2023
3	April 1, 2023 – March 31, 2024	April 15, 2024
4	April 1, 2024 – March 31, 2025	April 15, 2025
5	April 1, 2025 – March 31, 2026	April 15, 2026
6	April 1, 2026 – December 31, 2026	January 15, 2027

5. General: Funding for this Agreement is allocated by the Clatsop County Board of Commissioners.
- (A) All funds not expended for the specific purpose described within this agreement shall be returned to the County;
 - (B) All funds not expended by December 31, 2026 shall be returned to the County.

COUNTY:

Don Bohn, County Manager

 Name, Title

 Date

 Signature

Fire District:

 Name, Title

 Date

 Signature

Fire District Address
 188 Sunset Blvd.
 Cannon Beach, OR 97110

Fire District Phone
 503-436-2949



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

FUNDING AGREEMENT

This Agreement is made this 10th day of April, 2024, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter "**County**" and **City of Gearhart**, a municipal corporation "City".

Recitals

In May 2021, County was allocated approximately \$7.8 million in Federal American Rescue Plan Act of 2021 (ARPA) funds to respond to the impacts of the coronavirus pandemic. County has designated ARPA to provide one-time support to fire agencies for operating, capital or other expenses related to the provision of fire and first responder services.

NOW THEREFORE, the parties agree as follows:

1. Term: This Agreement shall be for April 10, 2024 through January 31, 2027.
2. Purpose and Payment: County shall provide funding to the City in the total amount of **\$10,000** for expenses related to the provision of fire and first response services. The City represents that it shall use the funds provided for this exclusive purpose. The County will make a single payment upon approval by the Board of Commissioners and execution of this agreement.
3. Indemnity: The City shall indemnify and hold County harmless for any claim arising from the application of these funds.
4. Compliance and Reporting: Funds provided to the City by this Agreement are a subaward of State and Local Fiscal Recovery Funds (SLFRF). Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient. The City shall adhere to all SLFRF subrecipient compliance and reporting requirements as determined by the U.S. Department of the Treasury. These requirements include, but are not limited to: (a) Subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements. (b) Subrecipients must ensure subawards are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with awarded funds. (c) County may issue additional reporting requirements for SLFRF subawards greater than \$50,000, as required by the U.S. Department of the Treasury.

The City shall follow the annual reporting schedule outlined below until all funds are expended or until December 31, 2026 (deadline for expending funds); whichever comes first.

Annual Report	Period Covered	Due Date
1	July 1, 2021 – March 31, 2022	April 15, 2022
2	April 1, 2022 – March 31, 2023	April 15, 2023
3	April 1, 2023 – March 31, 2024	April 15, 2024
4	April 1, 2024 – March 31, 2025	April 15, 2025
5	April 1, 2025 – March 31, 2026	April 15, 2026
6	April 1, 2026 – December 31, 2026	January 15, 2027

5. General: Funding for this Agreement is allocated by the Clatsop County Board of Commissioners.

(A) All funds not expended for the specific purpose described within this agreement shall be returned to the County;

(B) All funds not expended by December 31, 2026 shall be returned to the County.

COUNTY:

Don Bohn, County Manager

Name, Title

Date

Signature

City:

Name, Title

Date

Signature

City Address
698 Pacific Way
Gearhart, OR 97138

City Phone
503-738-5501



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

FUNDING AGREEMENT

This Agreement is made this 10th day of April, 2024, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter “**County**” and **Elsie Vinemable Rural Fire Protection District**, an Oregon Special District, hereinafter “**Fire District**”.

Recitals

In May 2021, County was allocated approximately \$7.8 million in Federal American Rescue Plan Act of 2021 (ARPA) funds to respond to the impacts of the coronavirus pandemic. County has designated ARPA to provide one-time support to fire agencies for operating, capital or other expenses related to the provision of fire and first responder services.

NOW THEREFORE, the parties agree as follows:

1. Term: This Agreement shall be for April 10, 2024 through January 31, 2027.
2. Purpose and Payment: County shall provide funding to the Fire District in the total amount of **\$10,736** for expenses related to the provision of fire and first response services. The Fire District represents that it shall use the funds provided for this exclusive purpose. The County will make a single payment upon approval by the Board of Commissioners and execution of this agreement.
3. Indemnity: The Fire District shall indemnify and hold County harmless for any claim arising from the application of these funds.
4. Compliance and Reporting: Funds provided to the Fire District by this Agreement are a subaward of State and Local Fiscal Recovery Funds (SLFRF). Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient. The Fire District shall adhere to all SLFRF subrecipient compliance and reporting requirements as determined by the U.S. Department of the Treasury. These requirements include, but are not limited to: (a) Subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements. (b) Subrecipients must ensure subawards are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with awarded funds. (c) County may issue additional reporting requirements for SLFRF subawards greater than \$50,000, as required by the U.S. Department of the Treasury.

The Fire District shall follow the annual reporting schedule outlined below until all funds are expended or until December 31, 2026 (deadline for expending funds); whichever comes first.

Annual Report	Period Covered	Due Date
1	July 1, 2021 – March 31, 2022	April 15, 2022
2	April 1, 2022 – March 31, 2023	April 15, 2023
3	April 1, 2023 – March 31, 2024	April 15, 2024
4	April 1, 2024 – March 31, 2025	April 15, 2025
5	April 1, 2025 – March 31, 2026	April 15, 2026
6	April 1, 2026 – December 31, 2026	January 15, 2027

5. General: Funding for this Agreement is allocated by the Clatsop County Board of Commissioners.

(A) All funds not expended for the specific purpose described within this agreement shall be returned to the County;

(B) All funds not expended by December 31, 2026 shall be returned to the County.

COUNTY:

Don Bohn, County Manager

 Name, Title

 Date

 Signature

Fire District:

 Name, Title

 Date

 Signature

Fire District Address
 42644 Loyd Lane
 Seaside, OR 97138

Fire District Phone
 503-755-2233



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

FUNDING AGREEMENT

This Agreement is made this 10th day of April, 2024, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter "**County**" and **Hamlet Rural Fire Protection District**, an Oregon Special District, hereinafter "**Fire District**".

Recitals

In May 2021, County was allocated approximately \$7.8 million in Federal American Rescue Plan Act of 2021 (ARPA) funds to respond to the impacts of the coronavirus pandemic. County has designated ARPA to provide one-time support to fire agencies for operating, capital or other expenses related to the provision of fire and first responder services.

NOW THEREFORE, the parties agree as follows:

1. Term: This Agreement shall be for April 10, 2024 through January 31, 2027.
2. Purpose and Payment: County shall provide funding to the Fire District in the total amount of **\$12,592** for expenses related to the provision of fire and first response services. The Fire District represents that it shall use the funds provided for this exclusive purpose. The County will make a single payment upon approval by the Board of Commissioners and execution of this agreement.
3. Indemnity: The Fire District shall indemnify and hold County harmless for any claim arising from the application of these funds.
4. Compliance and Reporting: Funds provided to the Fire District by this Agreement are a subaward of State and Local Fiscal Recovery Funds (SLFRF). Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient. The Fire District shall adhere to all SLFRF subrecipient compliance and reporting requirements as determined by the U.S. Department of the Treasury. These requirements include, but are not limited to: (a) Subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements. (b) Subrecipients must ensure subawards are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with awarded funds. (c) County may issue additional reporting requirements for SLFRF subawards greater than \$50,000, as required by the U.S. Department of the Treasury.

The Fire District shall follow the annual reporting schedule outlined below until all funds are expended or until December 31, 2026 (deadline for expending funds); whichever comes first.

Annual Report	Period Covered	Due Date
1	July 1, 2021 – March 31, 2022	April 15, 2022
2	April 1, 2022 – March 31, 2023	April 15, 2023
3	April 1, 2023 – March 31, 2024	April 15, 2024
4	April 1, 2024 – March 31, 2025	April 15, 2025
5	April 1, 2025 – March 31, 2026	April 15, 2026
6	April 1, 2026 – December 31, 2026	January 15, 2027

5. General: Funding for this Agreement is allocated by the Clatsop County Board of Commissioners.

(A) All funds not expended for the specific purpose described within this agreement shall be returned to the County;

(B) All funds not expended by December 31, 2026 shall be returned to the County.

COUNTY:

Don Bohn, County Manager

 Name, Title

 Date

 Signature

Fire District:

 Name, Title

 Date

 Signature

Fire District Address
 37240 US-26
 Seaside, OR 97138



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

FUNDING AGREEMENT

This Agreement is made this 10th day of April, 2024, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter "**County**" and **Lewis & Clark Volunteer Fire Department**, an Oregon Special District, hereinafter "**Fire District**".

Recitals

In May 2021, County was allocated approximately \$7.8 million in Federal American Rescue Plan Act of 2021 (ARPA) funds to respond to the impacts of the coronavirus pandemic. County has designated ARPA to provide one-time support to fire agencies for operating, capital or other expenses related to the provision of fire and first responder services.

NOW THEREFORE, the parties agree as follows:

1. Term: This Agreement shall be for April 10, 2024 through January 31, 2027.
2. Purpose and Payment: County shall provide funding to the Fire District in the total amount of **\$17,356** for expenses related to the provision of fire and first response services. The Fire District represents that it shall use the funds provided for this exclusive purpose. The County will make a single payment upon approval by the Board of Commissioners and execution of this agreement.
3. Indemnity: The Fire District shall indemnify and hold County harmless for any claim arising from the application of these funds.
4. Compliance and Reporting: Funds provided to the Fire District by this Agreement are a subaward of State and Local Fiscal Recovery Funds (SLFRF). Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient. The Fire District shall adhere to all SLFRF subrecipient compliance and reporting requirements as determined by the U.S. Department of the Treasury. These requirements include, but are not limited to: (a) Subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements. (b) Subrecipients must ensure subawards are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with awarded funds. (c) County may issue additional reporting requirements for SLFRF subawards greater than \$50,000, as required by the U.S. Department of the Treasury.

The Fire District shall follow the annual reporting schedule outlined below until all funds are expended or until December 31, 2026 (deadline for expending funds); whichever comes first.

Annual Report	Period Covered	Due Date
1	July 1, 2021 – March 31, 2022	April 15, 2022
2	April 1, 2022 – March 31, 2023	April 15, 2023
3	April 1, 2023 – March 31, 2024	April 15, 2024
4	April 1, 2024 – March 31, 2025	April 15, 2025
5	April 1, 2025 – March 31, 2026	April 15, 2026
6	April 1, 2026 – December 31, 2026	January 15, 2027

5. General: Funding for this Agreement is allocated by the Clatsop County Board of Commissioners.

(A) All funds not expended for the specific purpose described within this agreement shall be returned to the County;

(B) All funds not expended by December 31, 2026 shall be returned to the County.

COUNTY:

Don Bohn, County Manager

 Name, Title

 Date

 Signature

Fire District:

 Name, Title

 Date

 Signature

Fire District Address
 34571 Highway 105
 Astoria, OR 97103

Fire District Phone
 503-325-4192



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

FUNDING AGREEMENT

This Agreement is made this 10th day of April, 2024, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter "**County**" and **City of Warrenton**, a municipal corporation "City".

Recitals

In May 2021, County was allocated approximately \$7.8 million in Federal American Rescue Plan Act of 2021 (ARPA) funds to respond to the impacts of the coronavirus pandemic. County has designated ARPA to provide one-time support to fire agencies for operating, capital or other expenses related to the provision of fire and first responder services.

NOW THEREFORE, the parties agree as follows:

1. Term: This Agreement shall be for April 10, 2024 through January 31, 2027.
2. Purpose and Payment: County shall provide funding to the City in the total amount of **\$10,000** for expenses related to the provision of fire and first response services. The City represents that it shall use the funds provided for this exclusive purpose. The County will make a single payment upon approval by the Board of Commissioners and execution of this agreement.
3. Indemnity: The City shall indemnify and hold County harmless for any claim arising from the application of these funds.
4. Compliance and Reporting: Funds provided to the City by this Agreement are a subaward of State and Local Fiscal Recovery Funds (SLFRF). Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient. The City shall adhere to all SLFRF subrecipient compliance and reporting requirements as determined by the U.S. Department of the Treasury. These requirements include, but are not limited to: (a) Subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements. (b) Subrecipients must ensure subawards are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with awarded funds. (c) County may issue additional reporting requirements for SLFRF subawards greater than \$50,000, as required by the U.S. Department of the Treasury.

The City shall follow the annual reporting schedule outlined below until all funds are expended or until December 31, 2026 (deadline for expending funds); whichever comes first.

Annual Report	Period Covered	Due Date
1	July 1, 2021 – March 31, 2022	April 15, 2022
2	April 1, 2022 – March 31, 2023	April 15, 2023
3	April 1, 2023 – March 31, 2024	April 15, 2024
4	April 1, 2024 – March 31, 2025	April 15, 2025
5	April 1, 2025 – March 31, 2026	April 15, 2026
6	April 1, 2026 – December 31, 2026	January 15, 2027

5. General: Funding for this Agreement is allocated by the Clatsop County Board of Commissioners.

(A) All funds not expended for the specific purpose described within this agreement shall be returned to the County;

(B) All funds not expended by December 31, 2026 shall be returned to the County.

COUNTY:

Don Bohn, County Manager

Name, Title

Date

Signature

City:

Name, Title

Date

Signature

City Address
225 S. Main Ave.
Warrenton, OR 97146

City Phone
503-861-2233



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

FUNDING AGREEMENT

This Agreement is made this 10th day of April, 2024, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter “**County**” and **Olney Walluski Fire & Rescue**, an Oregon Special District, hereinafter “**Fire District**”.

Recitals

In May 2021, County was allocated approximately \$7.8 million in Federal American Rescue Plan Act of 2021 (ARPA) funds to respond to the impacts of the coronavirus pandemic. County has designated ARPA to provide one-time support to fire agencies for operating, capital or other expenses related to the provision of fire and first responder services.

NOW THEREFORE, the parties agree as follows:

1. Term: This Agreement shall be for April 10, 2024 through January 31, 2027.
2. Purpose and Payment: County shall provide funding to the Fire District in the total amount of **\$12,452** for expenses related to the provision of fire and first response services. The Fire District represents that it shall use the funds provided for this exclusive purpose. The County will make a single payment upon approval by the Board of Commissioners and execution of this agreement.
3. Indemnity: The Fire District shall indemnify and hold County harmless for any claim arising from the application of these funds.
4. Compliance and Reporting: Funds provided to the Fire District by this Agreement are a subaward of State and Local Fiscal Recovery Funds (SLFRF). Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient. The Fire District shall adhere to all SLFRF subrecipient compliance and reporting requirements as determined by the U.S. Department of the Treasury. These requirements include, but are not limited to: (a) Subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements. (b) Subrecipients must ensure subawards are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with awarded funds. (c) County may issue additional reporting requirements for SLFRF subawards greater than \$50,000, as required by the U.S. Department of the Treasury.

The Fire District shall follow the annual reporting schedule outlined below until all funds are expended or until December 31, 2026 (deadline for expending funds); whichever comes first.

Annual Report	Period Covered	Due Date
1	July 1, 2021 – March 31, 2022	April 15, 2022
2	April 1, 2022 – March 31, 2023	April 15, 2023
3	April 1, 2023 – March 31, 2024	April 15, 2024
4	April 1, 2024 – March 31, 2025	April 15, 2025
5	April 1, 2025 – March 31, 2026	April 15, 2026
6	April 1, 2026 – December 31, 2026	January 15, 2027

5. General: Funding for this Agreement is allocated by the Clatsop County Board of Commissioners.

(A) All funds not expended for the specific purpose described within this agreement shall be returned to the County;

(B) All funds not expended by December 31, 2026 shall be returned to the County.

COUNTY:

Don Bohn, County Manager

 Name, Title

 Date

 Signature

Fire District:

 Name, Title

 Date

 Signature

Fire District Address
 36115 River Point Drive
 Astoria, OR 97103

Fire District Phone
 503-325-5440



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

FUNDING AGREEMENT

This Agreement is made this 10th day of April, 2024, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter "**County**" and **City of Seaside**, a municipal corporation "City".

Recitals

In May 2021, County was allocated approximately \$7.8 million in Federal American Rescue Plan Act of 2021 (ARPA) funds to respond to the impacts of the coronavirus pandemic. County has designated ARPA to provide one-time support to fire agencies for operating, capital or other expenses related to the provision of fire and first responder services.

NOW THEREFORE, the parties agree as follows:

1. Term: This Agreement shall be for April 10, 2024 through January 31, 2027.
2. Purpose and Payment: County shall provide funding to the City in the total amount of **\$10,000** for expenses related to the provision of fire and first response services. The City represents that it shall use the funds provided for this exclusive purpose. The County will make a single payment upon approval by the Board of Commissioners and execution of this agreement.
3. Indemnity: The City shall indemnify and hold County harmless for any claim arising from the application of these funds.
4. Compliance and Reporting: Funds provided to the City by this Agreement are a subaward of State and Local Fiscal Recovery Funds (SLFRF). Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient. The City shall adhere to all SLFRF subrecipient compliance and reporting requirements as determined by the U.S. Department of the Treasury. These requirements include, but are not limited to: (a) Subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements. (b) Subrecipients must ensure subawards are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with awarded funds. (c) County may issue additional reporting requirements for SLFRF subawards greater than \$50,000, as required by the U.S. Department of the Treasury.

The City shall follow the annual reporting schedule outlined below until all funds are expended or until December 31, 2026 (deadline for expending funds); whichever comes first.

Annual Report	Period Covered	Due Date
1	July 1, 2021 – March 31, 2022	April 15, 2022
2	April 1, 2022 – March 31, 2023	April 15, 2023
3	April 1, 2023 – March 31, 2024	April 15, 2024
4	April 1, 2024 – March 31, 2025	April 15, 2025
5	April 1, 2025 – March 31, 2026	April 15, 2026
6	April 1, 2026 – December 31, 2026	January 15, 2027

5. General: Funding for this Agreement is allocated by the Clatsop County Board of Commissioners.

(A) All funds not expended for the specific purpose described within this agreement shall be returned to the County;

(B) All funds not expended by December 31, 2026 shall be returned to the County.

COUNTY:

Don Bohn, County Manager

Name, Title

Date

Signature

City:

Name, Title

Date

Signature

City Address
989 Broadway
Seaside, OR 97138

City Phone
503-738-5511



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

FUNDING AGREEMENT

This Agreement is made this 10th day of April, 2024, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter "**County**" and **Westport-Wauna RFPD Fire Station**, an Oregon Special District, hereinafter "**Fire District**".

Recitals

In May 2021, County was allocated approximately \$7.8 million in Federal American Rescue Plan Act of 2021 (ARPA) funds to respond to the impacts of the coronavirus pandemic. County has designated ARPA to provide one-time support to fire agencies for operating, capital or other expenses related to the provision of fire and first responder services.

NOW THEREFORE, the parties agree as follows:

1. Term: This Agreement shall be for April 10, 2024 through January 31, 2027.
2. Purpose and Payment: County shall provide funding to the Fire District in the total amount of **\$13,870** for expenses related to the provision of fire and first response services. The Fire District represents that it shall use the funds provided for this exclusive purpose. The County will make a single payment upon approval by the Board of Commissioners and execution of this agreement.
3. Indemnity: The Fire District shall indemnify and hold County harmless for any claim arising from the application of these funds.
4. Compliance and Reporting: Funds provided to the Fire District by this Agreement are a subaward of State and Local Fiscal Recovery Funds (SLFRF). Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient. The Fire District shall adhere to all SLFRF subrecipient compliance and reporting requirements as determined by the U.S. Department of the Treasury. These requirements include, but are not limited to: (a) Subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements. (b) Subrecipients must ensure subawards are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with awarded funds. (c) County may issue additional reporting requirements for SLFRF subawards greater than \$50,000, as required by the U.S. Department of the Treasury.

The Fire District shall follow the annual reporting schedule outlined below until all funds are expended or until December 31, 2026 (deadline for expending funds); whichever comes first.

Annual Report	Period Covered	Due Date
1	July 1, 2021 – March 31, 2022	April 15, 2022
2	April 1, 2022 – March 31, 2023	April 15, 2023
3	April 1, 2023 – March 31, 2024	April 15, 2024
4	April 1, 2024 – March 31, 2025	April 15, 2025
5	April 1, 2025 – March 31, 2026	April 15, 2026
6	April 1, 2026 – December 31, 2026	January 15, 2027

5. General: Funding for this Agreement is allocated by the Clatsop County Board of Commissioners.

(A) All funds not expended for the specific purpose described within this agreement shall be returned to the County;

(B) All funds not expended by December 31, 2026 shall be returned to the County.

COUNTY:

Don Bohn, County Manager

 Name, Title

 Date

 Signature

Fire District:

 Name, Title

 Date

 Signature

Fire District Address
 91177 Westport Ferry Road
 Clatskanie, OR 97016

Fire District Phone
 503-455-0727



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

FUNDING AGREEMENT

This Agreement is made this 10th day of April, 2024, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter "**County**" and **Knappa Fire District**, an Oregon Special District, hereinafter "**Fire District**".

Recitals

In May 2021, County was allocated approximately \$7.8 million in Federal American Rescue Plan Act of 2021 (ARPA) funds to respond to the impacts of the coronavirus pandemic. County has designated ARPA to provide one-time support to fire agencies for operating, capital or other expenses related to the provision of fire and first responder services.

NOW THEREFORE, the parties agree as follows:

1. Term: This Agreement shall be for April 10, 2024 through January 31, 2027.
2. Purpose and Payment: County shall provide funding to the Fire District in the total amount of **\$21,664** for expenses related to the provision of fire and first response services. The Fire District represents that it shall use the funds provided for this exclusive purpose. The County will make a single payment upon approval by the Board of Commissioners and execution of this agreement.
3. Indemnity: The Fire District shall indemnify and hold County harmless for any claim arising from the application of these funds.
4. Compliance and Reporting: Funds provided to the Fire District by this Agreement are a subaward of State and Local Fiscal Recovery Funds (SLFRF). Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient. The Fire District shall adhere to all SLFRF subrecipient compliance and reporting requirements as determined by the U.S. Department of the Treasury. These requirements include, but are not limited to: (a) Subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements. (b) Subrecipients must ensure subawards are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with awarded funds. (c) County may issue additional reporting requirements for SLFRF subawards greater than \$50,000, as required by the U.S. Department of the Treasury.

The Fire District shall follow the annual reporting schedule outlined below until all funds are expended or until December 31, 2026 (deadline for expending funds); whichever comes first.

Annual Report	Period Covered	Due Date
1	July 1, 2021 – March 31, 2022	April 15, 2022
2	April 1, 2022 – March 31, 2023	April 15, 2023
3	April 1, 2023 – March 31, 2024	April 15, 2024
4	April 1, 2024 – March 31, 2025	April 15, 2025
5	April 1, 2025 – March 31, 2026	April 15, 2026
6	April 1, 2026 – December 31, 2026	January 15, 2027

5. General: Funding for this Agreement is allocated by the Clatsop County Board of Commissioners.

(A) All funds not expended for the specific purpose described within this agreement shall be returned to the County;

(B) All funds not expended by December 31, 2026 shall be returned to the County.

COUNTY:

Don Bohn, County Manager

 Name, Title

 Date

 Signature

Fire District:

 Name, Title

 Date

 Signature

Fire District Address
 43114 Hillcrest Loop
 Astoria, OR 97103

Fire District Phone
 503-458-6610