



# CLATSOP COUNTY

## CLATSOP COUNTY BUDGET MEETING & REGULAR MEETING

**\*AMENDED\* AGENDA**

JUDGE GUY BOYINGTON BUILDING, 857  
COMMERCIAL ST., ASTORIA

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Wednesday, May 22, 2024

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**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](mailto:commissioners@clatsopcounty.gov)

**CONTACT:**

800 Exchange, Suite 410  
Astoria, OR 97103  
Phone (503) 325-1000  
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[www.clatsopcounty.gov](http://www.clatsopcounty.gov)

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Join the meeting from your computer, tablet or smartphone ([Zoom link](#))

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

Webinar ID: **847 8632 0596**

Passcode: **450771**

### 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 [public comment](#), emailing [commissioners@clatsopcounty.gov](mailto:commissioners@clatsopcounty.gov) 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.

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**BUDGET MEETING: 4:00 PM**

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### REGULAR MEETING: 7pm

*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**

[1.](#) Emergency Medical Services Week Proclamation {Page 3}

[2.](#) National Maritime Day Proclamation {Page 5}

**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](mailto:commissioners@clatsopcounty.gov) by 3 p.m. on the day of the meeting.*

## **CONSENT CALENDAR**

[3.](#) Cullaby Lake Park License Agreement {Page 8}

[4.](#) Behavioral Health Deflection Program Grant Award {Page 13}

[5.](#) OSMB Maintenance Assistance Grant IGA No. 2325-035 {Page 32}

[6.](#) Board of Commissioners Meeting Minutes 4-10-24 {Page 50}

[7.](#) Board of Commissioners Minute 4-24-24 {Page 54}

[8.](#) Award of HMAC Paving Contract to Granite Construction Company {Page 57}

[9.](#) Approve the 2023-24 Budget and Appropriation Adjustments {Page 114}

## **COMMISSIONER'S LIAISON REPORTS**

## **COUNTY MANAGER'S REPORT**

## **BUSINESS AGENDA**

[10.](#) Strategic Investment Program – Community Service Fee Distribution Agreement – Georgia Pacific (Wauna Mill) (Page 117)

[11.](#) Ambulance Service Area Advisory (ASAA) Committee Appointments {Page 121}

[12.](#) Appointment to Elsie/Vine Maple Rural Fire Protection District (RFPD) {Page 124}

## **PUBLIC HEARINGS**

[13.](#) Ordinance 2024-15 Amending Park Rules {Page 157}

[14.](#) Granting Solid Waste Franchise – Waste Management of Oregon Inc. {Page 161}

[15.](#) Granting Solid Waste Franchise – Recology Western Oregon Inc. (Continued) {Page 173}

## **GOOD OF THE ORDER**

## **ADJOURNMENT**

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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

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Agenda packets also available online at [www.clatsopcounty.gov](http://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

## AGENDA ITEM SUMMARY

May 22, 2024

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**Agenda Title:** Emergency Medical Services Week Proclamation  
**Category:** Proclamation  
**Presented By:** Shawn Baird, CEO, Medix Ambulance Service

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**Issue Before the Commission:** Proclaiming May 19, 2024 through May 25, 2024 as Emergency Medical Services Week

**Informational Summary:** In 1974, President Gerald Ford authorized Emergency Medical Services (EMS) Week to celebrate EMS practitioners and the important work they do in our nation's communities.

National Emergency Medical Services Week brings together local communities and medical personnel to honor the dedication of those who provide the day-to-day lifesaving services of medicine's frontline.

This year's theme is "Honoring Our Past. Forging Our Future." It reminds us to acknowledge the foundational work of those who came before us, while also striving to build and lead the EMS system we envision for our future.

**Fiscal Impact:** None.

### **Requested Action:**

Approve Resolution and Order proclaiming May 19, 2024 through May 25, 2024 as Emergency Medical Services Week 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 )  
MAY 19, 2024 THROUGH MAY 25, 2024) RESOLUTION AND ORDER  
TO BE EMERGENCY MEDICAL )  
SERVICES WEEK )**

**WHEREAS**, emergency medical services are a vital public service; and

**WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

**WHEREAS**, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that Clatsop County Board of Commissioners does hereby proclaim May 19, 2024 through May 25, 2024 as

**“Emergency Medical Services Week”**

in Clatsop County and invites all community members to observe this year’s theme, “Honoring Our Past. Forging Our Future,” and recognize the work of individuals who built the EMS system as well as those leading it today and into the future.

DATED this 22<sup>nd</sup> day of May, 2024.

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

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Board Chair



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

May 22, 2024

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**Agenda Title:** National Maritime Day Proclamation  
**Category:** Proclamation  
**Presented By:** Jeff Smith, Curator for Columbia River Maritime Museum

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**Issue Before the Commission:** Proclaiming May 22, 2024 as National Maritime Day

**Informational Summary:** The U. S. Congress designated May 22<sup>nd</sup> as National Maritime Day in 1933 to draw attention to the importance of the maritime industry. The United States is a maritime nation and the bulk of our international trade moves by sea.

The Coast Guard, commercial fishing industry, Port of Astoria, Job Corps and Clatsop Community College seamanship and maritime science programs, seafood processing, shipping, Columbia River Maritime Museum, River and Bar Pilots and maritime related support industries are all examples of the significance of our maritime economy and heritage to Clatsop County.

**Fiscal Impact:** None.

### **Requested Action:**

Approve Resolution and Order proclaiming May 22, 2024 as National Maritime Day 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 )  
MAY 22, 2024 TO BE NATIONAL ) RESOLUTION AND ORDER  
MARITIME DAY )**

**WHEREAS**, Clatsop County borders the Pacific Ocean to the west and Columbia River to the north; and

**WHEREAS**, Clatsop County's maritime history and heritage are an integral part of our identity; and

**WHEREAS**, these waters and shores were home to Indigenous People with a rich maritime culture and traditions long before the first Europeans arrived; and

**WHEREAS**, the Columbia River Bar is the gateway to a maritime transportation system which carries over 56 million tons of international trade with a cargo value of at least \$23 billion; and

**WHEREAS**, the Port of Astoria is a critical economic driver serving the cruise ship, commercial fishing and seafood processing, recreational boating, tourism and other industries of benefit to the entire County; and

**WHEREAS**, the U.S. Coast Guard homeports the cutters Alert, Steadfast and Elm, Aids to Navigation Team Astoria and Sector Columbia River in our County; and

**WHEREAS**, the Columbia River Maritime Museum in Astoria exposes over 115,000 visitors annually to our rich maritime heritage; and

**WHEREAS**, commercial fishing accounts for over 13% of earned income in Clatsop County and supports a significant number of related industries; and

**WHEREAS**, boat building and repair are key growing local industries requiring skilled blue-collar workers; and

**WHEREAS**, the Department of Labor Tongue Point Job Corps Center Seamanship Program and Clatsop Community College Maritime Science Program provide professional training for critical maritime jobs.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that Clatsop County Board of Commissioners does hereby proclaim May 22, 2024 as

**“National Maritime Day”**

in Clatsop County and invites community members to observe this day and celebrate with appropriate programs, ceremonies, and activities.

DATED this 22th day of May, 2024.

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

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Board Chair

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

May 22, 2024

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**Agenda Title:** Cullaby Lake Park License Agreement  
**Category:** Consent Calendar  
**Presented By:** Steve Meshke, Natural Resources Manager, Parks Department

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**Issue Before the Commission:** Request Board approval of the License Agreement between Patrick and Linda (Grayce) Seagar and Clatsop County for access to Cullaby Lake Park during times that the public is excluded, to gain access to their real property located on the east side of Cullaby Lake.

**Informational Summary:** Patrick and Grace Seagar own property that is located on the east side of Cullaby Lake directly across from Cullaby Lake County Park. Over the years with multiple changes in timber land ownership on the east side of Cullaby Lake several property owners have lost road access to their properties. Cullaby Lake County Park has served as a boat access site to these five properties. This license agreement allows the licensee to use Cullaby Lake Park for the purpose of launching their boat and to leave their vehicle in the park when the public is excluded, along with other restrictions and guidelines. The term of this agreement will continue until terminated by either party.

**Fiscal Impact:** No fiscal impact with this license agreement.

**Requested Action:**

*"Approve the County Manager to sign the license agreement with Patrick and Linda Seagar."*

**Attachment List**

- A. Cullaby Lake License Agreement with Patrick and Linda Seagar.
- B. Patrick and Linda Seagar Proof of Insurance.

## License

**Date:** \_\_\_\_\_, 2024

**Parties:**

Clatsop County ("Licensor")  
800 Exchange, Suite 410  
Astoria, OR 97103

Patrick and Linda (Grayce) Seagar ("Licensee")  
90095 Cullaby Lake Water Access  
Warrenton, Oregon

**Recitals:**

Licensor is a governmental body that owns and operates certain real property known as Cullaby Lake Park.

Licensor maintains Cullaby Lake Park as a "Day Use Only" park from which the public is excluded during evening hours.

Licensee owns real property on the east side of Cullaby Lake and desires boat access to licensee's property from the dock at Cullaby Lake Park.

This agreement is entered into to grant Licensee access to Cullaby Lake Park during times that the public is excluded to gain access to his real property on the terms and conditions set forth herein.

**Agreement:**

Licensor hereby grants permission and a license to Licensee to enter upon and use the boat dock at Cullaby Lake Park during times when the general public is excluded on the terms and conditions stated below:

**SECTION 1. TERM**

This license shall commence \_\_\_\_\_, and continue until terminated by either party.

**SECTION 2. ACCESS TO THE PREMISES**

**2.1 Permitted Access.** Licensee is given permission to enter Cullaby Lake Park during times when the general public is excluded for the sole purpose of using the existing boat dock to gain access to his real property located on the east side of Cullaby

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Lake. Licensors shall provide licensee a key or other means of access to any gate or other device.

**2.2 Restrictions on Use.** In connection with the access granted by this license, Licensee shall:

- (1) Except for guests under the control of licensee, not allow any third party to gain access to the park during times when the general public is otherwise excluded from Cullaby Lake Park.
- (2) Not use or permit any guests to use any park facilities other than the parking lot and dock during times when the general public is otherwise excluded from Cullaby Lake Park.
- (3) Ensure that after it is used or opened by licensee that any gate and any lock is securely fastened and re-locked during times when the general public is otherwise excluded from Cullaby Lake Park. However if licensee opens the gate and leaves the park when the general public is otherwise permitted at Cullaby Lake Park and others are waiting to enter the park Licensee is to leave the gate open for their use.
- (4) Remove all refuse from licensee's property and Cullaby Lake Park.
- (5) Remove all boats and other vessels from Cullaby Lake Park during times when the general public is otherwise excluded from the park
- (5) Use the parking lot and dock at Cullaby Lake Park in a reasonable manner and conform to all applicable laws and regulations affecting the licensee's property premises and Cullaby Lake Park.
- (6) Ensure that each vehicle that is left at the park during times when the general public is otherwise excluded from Cullaby Lake Park is identified in such a manner that the park staff can readily determine that the car is affiliated with licensee's use. No storage of trailers or recreational vehicles in Cullaby Lake Park.
- (7) Correct at Licensee's own expense any damage caused to the facilities by reason of Licensee's use or by licensee's fault.
- (8) Use licensee's property solely for personal or family purposes and not allow any commercial use or activity to occur in Cullaby Lake Park or licensee's property unless such activity has been specifically authorized by Clatsop County.
- (9) Pay any fee established by Clatsop County associated with the use of Cullaby Lake Park or this license.



(10) Use licensee's property in a reasonable manner that does not create a nuisance for other owners and that does not interfere with park activities.

(11) Comply with all applicable County ordinances.

### **SECTION 3. LIABILITY AND INDEMNITY**

**3.1 Hold-Harmless.** Licensee acknowledges that the unlighted boat landing and parking lot at Cullaby Lake park are not intended for use during night time hours. Licensee agrees to assume all risks and to hold licensee harmless for any damage, injury or claim arising from their use by licensee or his guests during times when the general public is otherwise excluded from Cullaby Lake Park

**3.2 Indemnification.** Licensee shall indemnify and defend Licensor from any claim, or liability related to any activity of Licensee at Cullaby Lake Park or any condition of Cullaby Lake Park, including any claim, loss, or liability that may be caused or contributed to in whole or in part by Licensor's own negligence. Licensor shall have no liability to Licensee for any injury, loss, or damage caused by third parties, or by any condition of the Premises.

**3.3 Liability Insurance.** Licensee shall procure and maintain during the term of the license at Licensee's cost comprehensive general liability insurance in an amount sufficient to satisfy the current Oregon Tort Claim Act limits. Such insurance shall cover all risks arising directly or indirectly out of Licensee's activities on or any condition of the premises and shall name Clatsop County as an additional insured. Certificates evidencing such insurance shall be furnished to Licensor upon request.

### **SECTION 4. ASSIGNMENT AND SUBLETTING**

The rights granted under this license are personal to licensee and may not be assigned or transferred. No right to use any portion of the property may be conferred on any third person by any means, without the prior written consent of Licensor. Licensor may withhold or condition such consent in its sole and arbitrary discretion.

### **SECTION 5. TERMINATION**

Either party may terminate this agreement upon 48 hour written notice. Upon termination, licensee shall immediately deliver to licensor any keys to Cullaby Lake Park.

### **SECTION 6. MISCELLANEOUS**

**6.1 No Partnership.** Licensor is not by virtue of this agreement a partner or joint venturer with Licensee.

**6.2 Fees.** Licensor retains the right to amend its schedule of fees for the use of Cullaby Lake Park and for activities permitted by this license.

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**6.3 Non waiver.** Waiver by either party of strict performance of any provision of this license shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

**6.4 Attorney Fees.** If suit or action is instituted in connection with any controversy arising out of this license, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

**6.5 Notices.** Any notice required or permitted under this license shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this license or to such other address as may be specified from time to time by either of the parties in writing.

**6.6 Recordation.** This license shall not be recorded without the written consent of Licensors.

**Licensors:**

Board of Commissioners For Clatsop County, Oregon

By: \_\_\_\_\_  
Mark Kujula, Chair

Effective Date: \_\_\_\_\_

**Licensee:**

\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*Linda Ann Seager*



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

May 22, 2024

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**Agenda Title:** Behavioral Health Deflection Program Grant Award  
**Category:** Consent Calendar  
**Presented By:** Kristen Hanthorn, Lieutenant

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**Issue Before the Commission:** Approve and adopt the agreement and authorize the County Manager to execute.

**Informational Summary:** Clatsop County has been awarded a Behavioral Health Deflection Program Grant pursuant to House Bill 4002 (2024) to support the development and operation of a “deflection program”. “Deflection programs” is defined as a collaborative program between law enforcement agencies and behavioral health entities that assist individuals who may have substance use disorder, and another behavioral health disorder or co-occurring disorders, to create community-based pathways to treatment, recovery support services, housing, case management or other services.

The Grant has been awarded as a planning grant and requires Clatsop County to:

- Prioritize the establishment of a program coordinator responsible for the duties outlined in HB 4002, Section 76(5)(b);
- Coordinate with the partners described in HB 4002, Section 76(4) (c ) on the development and administration of a deflection program;
- Cooperate with the CJC and its technical assistance providers in establishing a statewide data collection system for deflection programs; and
- Notify CJC as soon as our program becomes operational.

**Fiscal Impact:** Clatsop County has been awarded a Behavioral Health Deflection Program Grant pursuant to House Bill 4002 (2024) in the amount of \$203,338. CJC will disburse Grant funds to Clatsop County in a one time installment of \$203,338. A Resolution and Order is required to properly receive the revenue.

**Requested Action:**

**Approve and adopt the BHD-25-04 Criminal Justice Commission Behavioral Health Deflection Planning Grant and Resolution and Order and authorize the County Manager to execute.**

**Attachment List**

- A. BHD-25-04 Grant Agreement
- B. Resolution and Order

**BHD-25-04 GRANT AGREEMENT**  
**CRIMINAL JUSTICE COMMISSION**  
**BEHAVIORAL HEALTH DEFLECTION GRANT PROGRAM**

**Agreement Number:** BHD-25-04

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

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

**Exhibit A:** Contact Information, Project Description and Reporting Requirements

**Exhibit B:** Subagreement Insurance Requirements

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

**SECTION 1: KEY GRANT TERMS**

The following capitalized terms have the meanings assigned below.

**Grant Amount:** \$203,338

**Completion Deadline:** June 30, 2025

**SECTION 2: FINANCIAL ASSISTANCE**

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

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

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

**SECTION 3: DISBURSEMENT**

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in a one-time installment of \$203,338.

B. Conditions to Disbursements. CJC has no obligation to disburse Grant funds unless:

- (1) CJC has sufficient funds currently available for this Agreement; and
- (2) CJC has received appropriations, limitations, allotments or other expenditure authority

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

#### **SECTION 4: USE OF GRANT**

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

#### **SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

Recipient represents and warrants to CJC as follows:

**A. Organization and Authority.**

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

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

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

#### **SECTION 6: COVENANTS OF RECIPIENT**

Recipient covenants as follows:

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

B. Compliance with Laws.

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

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

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

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

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

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

H. Recipient Subagreements and Procurements.

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

(2) Subagreement indemnity; insurance.

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

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

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

(3) Procurements.

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

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

## SECTION 7: DEFAULT

A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:

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

B. CJC Default. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## SECTION 8: REMEDIES

A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

B. Recipient Remedies. In the event of default by CJC, Recipient’s sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

## SECTION 9: TERMINATION

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

## SECTION 10: MISCELLANEOUS

- A. Contribution.
- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.
  - (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Recipient on the other



hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- C. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

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

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

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

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

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

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

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

***The signatures of the parties follow on the next page.***

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



State of Oregon  
acting by and through its  
Criminal Justice Commission

Clatsop County

By: Ken Sanchagrin  
Ken Sanchagrin, Executive Director

Date: 4/30/2024

By: \_\_\_\_\_  
Don Bohn County Manager

Date: \_\_\_\_\_

Approved as to Legal Sufficiency in accordance with ORS 291.047:

*Approved by email dated 4/15/24*

\_\_\_\_\_  
Samuel B. Zeigler, Senior Assistant Attorney General

<b>EXHIBIT A:</b> <b>CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS</b>
---

**Contact Information:****CJC**

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

**Grant Administrator:** Kaysea Beck

**Telephone:** (503) 602-0640

**Email:** kaysea.beck@cjc.oregon.gov

**Recipient**

Clatsop County  
1190 SE 19th St.  
Warrenton, OR 97146

**Contact:** Kristen Hanthorn

**Telephone:** (503) 338-3780

**Email:** kxanthorn@clatsopcounty.gov

**Project Description:**

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

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

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

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

- Prioritize the establishment of a program coordinator responsible for the duties outlined in HB 4002, Section 76(5)(b);
- Coordinate with the partners described in HB 4002, Section 76(4)(c) on the development and administration of a deflection program;
- Cooperate with the CJC and its technical assistance providers in establishing a statewide data collection system for deflection programs; and
- Notify CJC as soon as Recipient's program becomes operational to amend any terms of this agreement, as needed.

Recipient shall use Grant funds to support the development of the **Clatsop County Deflection Program**, its adherence to the requirements set forth in HB 4002, and its efforts toward the goals stated above.

**Project Period:**

Start Date: April 1, 2024

End Date: June 30, 2025

**Reporting Requirements:**Schedule

Recipient must submit to CJC a budget projection worksheet by July 25, 2024.

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

Once Recipient's program becomes operational, Recipient must submit to CJC monthly data reports, beginning no earlier than September 1, 2024, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

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

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

Report Contents

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

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

**EXHIBIT B:  
SUBAGREEMENT INSURANCE REQUIREMENTS**

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

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY:**

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

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

**COMMERCIAL GENERAL LIABILITY:**

☒ **Required**    ☐ **Not required**

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

**AUTOMOBILE LIABILITY INSURANCE:**

☒ **Required**    ☐ **Not required**

Automobile Liability Insurance covering each Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for

bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

#### **EXCESS/UMBRELLA INSURANCE:**

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

#### **ADDITIONAL INSURED:**

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

#### **WAIVER OF SUBROGATION:**

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

#### **CONTINUOUS CLAIMS MADE COVERAGE:**

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

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



#### **CERTIFICATE(S) AND PROOF OF INSURANCE:**

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

#### **NOTICE OF CHANGE OR CANCELLATION:**

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

#### **INSURANCE REQUIREMENT REVIEW:**

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

#### **STATE ACCEPTANCE:**

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

1 IN THE BOARD OF COUNTY COMMISSIONERS  
2  
3 FOR CLATSOP COUNTY, OREGON  
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5

6 In the Matter of the Adjustment of Fiscal )  
7 Year 2023-24 Revenue and Appropriations ) RESOLUTION AND ORDER  
8 For the Criminal Justice Commission )  
9 Behavioral Health Deflection Program Grant )

10  
11 WHEREAS, the Criminal Justice Commission has awarded Clatsop County a  
12 Behavioral Health Deflection Program planning grant to develop and operate a  
13 "deflection program"; and  
14

15 WHEREAS, adjustments in the FY 2023-24 budget are necessary to  
16 properly receive the revenue from said grant and make appropriations for the  
17 project, as described in Schedule "A" attached hereto and incorporated herein by  
18 reference, which were not anticipated in the FY 2023-24 budget; and  
19

20 WHEREAS, expenditure of supplemental grants is exempt from the  
21 supplemental budget procedure under ORS 294.338, however, such expenditure  
22 is lawful only after enactment of a Resolution and Order appropriating such grant  
23 monies; now, therefore; and  
24

25 IT IS HEREBY RESOLVED AND ORDERED that the FY 2023-24 revenues and  
26 appropriations for the Community Corrections Fund be increased as described in  
27 Schedule "A" attached hereto and incorporated herein by reference.  
28

29 DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
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32 BOARD OF COUNTY COMMISSIONERS  
33 FOR CLATSOP COUNTY, OREGON  
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38 ,Chair  
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44 Page 1 of 2-RESOLUTION AND ORDER

SCHEDULE "A"

ADJUSTMENTS INVOLVING AN INCREASE IN REVENUE AND APPROPRIATIONS  
IN COMMUNITY CORRECTIONS FOR A GRANT AWARD

<u>Organization Unit/Fund/Line Item</u>	<u>Increase</u>	<u>Decrease</u>
COMMUNITY CORRECTIONS 024/2385/81-6061	\$203,338	
COMMUNITY CORRECTIONS 024/2385/82-2554	\$203,338	

Page 2 of 2-RESOLUTION AND ORDER

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

May 22, 2024

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**Agenda Title:** OSMB Maintenance Assistance Grant IGA No. 2325-035  
**Category:** Consent Calendar  
**Presented By:** Steve Meshke, Natural Resources Manager

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**Issue Before the Commission:** The Oregon State Marine Board (OSMB) is authorized to provide grants for boating facility projects and has sufficient maintenance assistance grant funds available within its current biennial budget and has authorized expenditure on three Clatsop County Parks boating facilities.

**Informational Summary:** Clatsop County Parks has traditionally received annual maintenance assistance funds from OSMB for John Day, Cullaby Lake and Westport County Parks. The scoring numbers for the awarded amounts can be seen in Attachment A "Site Inventory" of the agreement enclosed.

**Fiscal Impact:** The Department will receive a grant award of \$3,050.00 for Cullaby Lake Park and \$3,250.00 for John Day Park and \$14,000.00 for Westport County Park for biennium 2023-2025. These revenue amounts are currently in the FY 2023-24 and FY 2024-25 budgets.

### **Requested Action:**

Approve and authorize the County Manager to sign page 13 and 14 of the Oregon State Marine Board Maintenance Assistance Grant Intergovernmental Agreement No. 2325-035.

### **Attachment List**

A. Maintenance Assistance Grant IGA No. 2325-035

## **MAINTENANCE ASSISTANCE GRANT INTERGOVERNMENTAL AGREEMENT**

Agreement No. 2325-035

This Agreement is between the State of Oregon acting by and through its State Marine Board (“OSMB”) and Clatsop County (“Recipient”), each a “Party” and, together, the “Parties”.

### **SECTION 1: AUTHORITY**

This Agreement is authorized by ORS 190.110. OSMB is authorized to provide grants for boating facility projects under ORS 830.150 and OSMB has sufficient maintenance assistance grant funds available within its current biennial budget and has authorized expenditure on the Recipient’s Project as defined below, and the Recipient agrees to comply with Maintenance Assistance Grant Program rules in OAR 250-014-0300 -0305 and other OSMB adopted policies and procedures.

### **SECTION 2: PURPOSE**

The purpose of this Agreement is to set forth the obligations of both Parties in the operation and maintenance of three recreational boating access sites hereinafter called the “Project,” as described in the Recipient’s Maintenance Assistance Grant Application *MAG# 2325-035* and Site Inventory to OSMB. With this reference, the Maintenance Assistance Grant Application and Site Inventory are made part of this Agreement. If a conflict exists between the Maintenance Assistance Grant Application, Site Inventory and this Agreement, the Agreement will govern.

### **SECTION 3: EFFECTIVE DATE AND DURATION**

- 3.1 Term.** This Agreement is effective on July 1, 2023, and terminates on June 30, 2025, or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with Section 16.
- 3.2 Project Completion.** The Project shall be completed by June 30, 2025, and final billing for the Project shall be submitted to OSMB, on or before September 30, 2025. Unless approved in writing, OSMB shall not be obligated to disburse any payments after this date.

### **SECTION 4: AUTHORIZED REPRESENTATIVES**

- 4.1** OSMB’s Authorized Representative is:

Janine Belleque, Boating Facilities Program Manager  
PO Box 14145, Salem OR 97309 435 Commercial Street NE Suite #400, Salem Oregon  
(503) 877-7580 Office, [Janine.Belleque@boat.oregon.gov](mailto:Janine.Belleque@boat.oregon.gov)

- 4.2** Recipient’s Authorized Representative is:

Steve Meshke, Natural Resources Manager  
2001 Marine Dr., Suite 253, Astoria, OR 97103  
(503) 325-6452 Office, [spmeshke@co.clatsop.or.us](mailto:spmeshke@co.clatsop.or.us)

- 4.3** A Party may designate a new Authorized Representative by written notice to the other Party.

## SECTION 5: RESPONSIBILITIES OF EACH PARTY

### 5.1 Responsibilities of Recipient:

**5.1.1 Maintenance.** The Recipient shall at all times be responsible for the maintenance and operation of the Project and related facilities during the term of the Agreement. This does not restrict the Recipient's ability to subcontract for the performance of maintenance and operation services. Such subcontractors would be subject to Section 5.1.9, Indemnification by Subcontractors.

**5.1.2 Matching Funds.** The Recipient shall contribute a minimum of 40% match for approved sites, as described in the Maintenance Assistance Grant Application and Site Inventory.

**5.1.3 Notification of Changes.** Recipient will notify OSMB if there are any modifications in fees, season of use, quantities, ownership or management of any recreational boating access sites identified on the Inventory Sheet prior to requesting reimbursement. The Recipient will provide details of the modifications to OSMB in order for OSMB to evaluate for changes to the grant award. In the event the modifications effect the grant award an amendment will be issued.

**5.1.4 Commercial and Other Uses.** OSMB funds and matching funds cannot be used to support or accommodate commercial or other non-recreational boating uses or activities at the Project.

- a. For purposes of this Section 5, Commercial Use means any activity on or affecting the Project that was not described in the Maintenance Assistance Grant Application and Site Inventory, or not approved pursuant to OSMB Policy 93-06 or 93-02, where the Recipient:
  1. has financial profit as a goal,
  2. charges any fees or receives any benefit to provide services, supplies or goods, or
  3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.

- b. Recipient must restrict use of the Project to only boats that comply with ORS 830.770, 830.775 and 830.624-630 or have current registration with another state.

**5.1.5 Public Access to Project.** During the term of this Agreement the Recipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

**5.1.6 User Fees.** Recipient shall notify and request written approval from OSMB of any user fees charged to recreational boaters for the use of the improvements described herein throughout the term of this Agreement. Fees charged shall be reasonable and are subject to review and approval by OSMB. If user fees are charged for the use of the completed Project, the Recipient shall maintain sufficient records and accounting procedures that demonstrate all of the gross income from the fees is used to defray direct maintenance and operational costs for the Project.

**5.1.7 Payments.** Recipient agrees to:

- a. Make payment promptly as due to all contractors, subcontractors, vendors or any other persons supplying labor, materials or services for the Project;
- b. All employers, including Recipient that employ subject workers as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
- c. Not permit any lien or claim to be filed or prosecuted against OSMB, due to any maintenance or operation activities at the Project.

**5.1.8 Alternative Dispute Resolution.** The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**5.1.9 Indemnification by Subcontractors.** The Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

## **5.2 Responsibility of OSMB:**

**5.2.1** OSMB shall pay Recipient as described in Sections 6 and 7.

## **SECTION 6: CONDITIONS TO DISBURSEMENT**

**6.1 Conditions Precedent to Any Reimbursement.** OSMB shall not be obligated to disburse any of the grant funds to reimburse the Recipient for Project costs hereunder unless OSMB has received from the Recipient:

- a. Reimbursement Requests must be submitted on the approved OSMB Maintenance Assistance Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties with OSMB not reimbursing more than 60% of any request and Recipient's match not being less than 40% of any request.

**6.2 Conditions Precedent to Partial Progress Payment(s).** OSMB shall not be obligated to make partial progress reimbursement payment(s) hereunder until supporting documentation for the request has been received, reviewed and approved by OSMB. In no

event shall OSMB disburse more than ninety percent (90%) of the amount indicated in Section 7.1. as progress payments.

**6.3 Conditions Precedent to Final Payment.** OSMB shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by OSMB, has been received reviewed and approved by OSMB.

## **SECTION 7: COMPENSATION AND PAYMENT TERMS**

**7.1 Grant Funds.** Upon approval by its governing body, OSMB shall provide grant funds in the amount of *\$20,300.00 Maintenance Access Grant* funds to the Recipient to fund the Project. OSMB shall not provide to the Recipient, and the Recipient shall not use any funds described in this section for large-scale construction or capital projects such as replacing docks, installing restrooms, or paving parking areas or to match other grants.

**7.2 Payments.** OSMB shall, upon receipt of the Recipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to OSMB, disburse funds to the Recipient in accordance with Section 6 "CONDITIONS TO DISBURSEMENT".

**7.3 Overpayment.** In the event that the aggregate amount of OSMB's interim progress payments to the Recipient exceeds the allowable reimbursable costs of the Recipient for the Project, the Recipient agrees to refund to OSMB the amount paid in excess of such allowable expenses within thirty (30) days of final billing by the Recipient or the Project Completion Date, whichever is earlier.

**7.4 Disallowed Costs.** The Recipient agrees that payment(s) made by OSMB under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by OSMB not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Recipient shall pay OSMB the amount of such excess within 30 days after written notice of

## **SECTION 8: REPRESENTATIONS AND WARRANTIES**

Recipient represents and warrants to OSMB that:

**8.1** Recipient is a county, duly organized and validly existing. Recipient has the power and authority to enter into and perform this Agreement;

**8.2** The making and performance by Recipient of this Agreement (a) have been duly authorized by Recipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is party or by which Recipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement, other than those that have already been obtained;

**8.3** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient enforceable in accordance with its terms;



- 8.4** Recipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Recipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 8.5** Recipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Recipient.

## **SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OSMB or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 10: OWNERSHIP OF WORK PRODUCT**

- 10.1** As used in this Section 10 and elsewhere in this Agreement, the following terms have the meanings set forth below:

- 10.1.1 Project Ownership.** OSMB acknowledges and agrees that the Project is the exclusive property of the Recipient. OSMB is neither responsible nor liable in any manner for the construction, operation or maintenance of the Project.

## **SECTION 11: NO DUPLICATE PAYMENT**

The Recipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon, including, but not limited to, the Oregon Department of Fish and Wildlife, or the United States of America or any other party.

## **SECTION 12: CONTRIBUTION**

- 12.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified

Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 12 with respect to the Third-Party Claim.

- 12.2** With respect to a Third Party Claim for which OSMB is jointly liable with Recipient (or would be if joined in the Third Party Claim ), OSMB shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of OSMB on the one hand and of Recipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSMB on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OSMB's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 12.3** With respect to a Third Party Claim for which Recipient is jointly liable with OSMB (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OSMB in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of OSMB on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of OSMB on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

## **SECTION 13: REMEDIES**

- 13.1** In the event Recipient is in default under Section 16.3, OSMB may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Recipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Recipient to perform, at Recipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 (in addition to the remedies provided in Section 7.3) of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

**13.2** In the event OSMB is in default under Section 16.3 and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 16, or in the event OSMB terminates this Agreement under Sections 16.1, 16.2, or 16.3, Recipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against Recipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against Recipient. In no event will OSMB be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Recipient exceed the amount due to Recipient under this Section 13.2, Recipient shall promptly pay any excess to OSMB.

## **SECTION 14: RECOVERY OF OVERPAYMENTS**

In addition to the remedies provided in Section 7.3, if payments to Recipient under this Agreement, or any other agreement between OSMB and Recipient, exceed the amount to which Recipient is entitled, OSMB may, after notifying Recipient in writing, withhold from payments due Recipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## **SECTION 15: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 12, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 16: TERMINATION**

**16.1 Termination for Convenience.** The Recipient may terminate this Agreement at any time upon thirty (30) days prior written notice to OSMB; provided, however, that the Recipient shall, within thirty (30) days of such termination, reimburse OSMB for all funds contributed by OSMB to the Project; provided further that until the Recipient has fully reimbursed OSMB for such funds, the Recipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of nine percent per annum, as authorized by ORS82.010 or, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand. After ninety (90) days OSMB will turn any delinquent debt over to the Department of Revenue for collection per ORS293.231.

**16.2 Termination Because of Non-Appropriation or Project Ineligibility.** OSMB, as provided in Section 27 "FORCE MAJEURE," may modify or terminate this Agreement and at any time upon 30 days prior written notice to the Recipient, may modify or terminate this Agreement if:

- a. OSMB fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds as described in ORS 830.150.
- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Recipient has no other lawfully available funds, then the Recipient may terminate this Agreement at the end of its current fiscal year, with no further liability to OSMB. The Recipient shall deliver written notice to OSMB of such termination no later than 30 days from the determination by the Recipient of the event of non-appropriation. OSMB shall pay for all authorized Project costs expended up to the date of written notice of termination.

**16.3 Termination for Default.** OSMB, at any time upon 30 days prior written notice of default to the Recipient, may modify or terminate this Agreement if:

- a. The maintenance and operation of the Project is not pursued with due diligence; or
- b. The Recipient's fee simple title to or other interest in the Project is not sufficient, legal and valid; or
- c. The Recipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
- d. The Recipient, without the prior written approval of OSMB, uses the funds provided by OSMB hereunder to maintain and operate any project other than the Project described this agreement; or
- e. The maintenance and operation of the Project is not completed in a good and workmanlike manner or fails to comply with any required federal, state or local law; or
- f. During the term of this Agreement, the Recipient fails to perform any obligation or requirement of this Agreement, including, but not limited to, exceeding the length of stay at a short term tie-up dock, allowing non-recreational boating use such as crabbing, fishing, swimming, diving or other activities to impact a recreational boaters ability to use the Project or coveys the Project or the Project property or any part thereof or converts the use of the Project or the Project property to a use that precludes free and unencumbered recreational public boating access.
- g. The Recipient defaults under any other agreement between the Parties.

**16.4 Rights and Remedies.** The Recipient shall, within 30 days of its receipt of a notice of default, cure the default or, if the default cannot be cured within 30 days reimburse OSMB for all funds contributed by OSMB to the Project. Further, OSMB shall have any and all rights and remedies available at law or in equity.

## **SECTION 17: NONAPPROPRIATION**

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OSMB's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OSMB receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSMB, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OSMB.

## **SECTION 18: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 19: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 19. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 20: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 9, 10, 12, 14, 15 and 20 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **SECTION 21: SEVERABILITY**

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

## **SECTION 22: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

## **SECTION 23: COMPLIANCE WITH LAW**

**23.1 Compliance with Law Generally.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Recipient and the Agreement. **Oregon False Claims Act.** Recipient acknowledges the Oregon False Claims

Act, ORS 180.750 to 180.785, applies to any action by Recipient pertaining to this Agreement, including the procurement process relating to this Agreement that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Recipient certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Recipient further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Recipient. Recipient understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or OSMB under this Contract or any other provision of law.

**23.2 Tax Compliance.** As set forth on Exhibit A, Recipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Recipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient's property, operations, receipts, or income, or to Recipient's performance of or compensation for any work performed by Recipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, or to goods, services, or property, whether tangible or intangible, provided by Recipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 23.2 constitutes a material breach of this Agreement. Further, any failure to comply with Recipient's certifications set forth in Exhibit A also shall constitute a material breach of this Agreement. Any failure to comply shall entitle OSMB to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

**23.2.1** Termination of this Agreement, in whole or in part;

**23.2.2** Offsetting against any amount owed to Recipient, and withholding of amounts otherwise due and owing to Recipient, in an amount equal to State's setoff right, without penalty; and

**23.2.3** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OSMB may recover any and all damages suffered as the result of Recipient's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

In addition, this Agreement will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Recipient's compensation under this Agreement or (ii) exercising a right of setoff against Recipient's compensation under this Agreement for any amounts that may be

due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

## **SECTION 24: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

## **SECTION 25: PERSONS NOT TO BENEFIT**

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

## **SECTION 26: INTENDED BENEFICIARIES**

OSMB and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 27: FORCE MAJEURE**

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OSMB may terminate this Agreement upon written notice to Recipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 28: ASSIGNMENT AND SUCESSORS IN INTEREST**

Recipient may not assign or transfer its interest in this Agreement without the prior written consent of OSMB and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OSMB's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

## **SECTION 29: SUBCONTRACTS**

Recipient shall not, without OSMB's prior written consent, enter into any subcontracts for any of the work required of Recipient under this Agreement. OSMB's consent to any subcontract will not relieve Recipient of any of its duties or obligations under this Agreement.

### **SECTION 30: TIME IS OF THE ESSENCE**

Time is of the essence in Recipient's performance of its obligations under this Agreement.

### **SECTION 31: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

### **SECTION 32: RECORDS MAINTENANCE AND ACCESS**

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OSMB and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

### **SECTION 33: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

### **SECTION 34: ADDITIONAL REQUIREMENTS**

Recipient shall comply with the additional requirements set forth in Exhibit B, attached hereto and incorporated herein by this reference.

### **SECTION 35: AGREEMENT DOCUMENTS**

This Agreement consists of the following documents, which are listed in descending order of



precedence: this Agreement less all exhibits, the Facility Grant Application, attached Exhibit A (Certificate of Tax Compliance), and Exhibit B (Additional Requirements). Attachment A (Site Inventory)

### **SECTION 36: ATTORNEY FEES**

In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

### **SECTION 37: SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**STATE OF OREGON acting by and through its State Marine Board.**

\_\_\_\_\_  
Larry Warren, Director

\_\_\_\_\_  
Date

**Clatsop County**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

**Approved for Legal Sufficiency in accordance with ORS 291.047**

Approval Authorized by Letter  
Steven Marlowe, Assistant Attorney General

August 2, 2017  
Date

## EXHIBIT A

### CERTIFICATION OF TAX COMPLIANCE

The individual signing on behalf of Recipient hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

1. The number shown on this form is Recipient's correct taxpayer identification;

Federal Tax Number \_\_\_\_\_

Oregon Tax Number \_\_\_\_\_

Unique Entity Identifier Number \_\_\_\_\_

2. Recipient is not subject to backup withholding because:

(i) Recipient is exempt from backup withholding,

(ii) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends, or

(iii) the IRS has notified Recipient that Recipient is no longer subject to backup withholding.

3. S/he is authorized to act on behalf of Recipient; s/he has authority and knowledge regarding Recipient's payment of taxes,

4. For a period of no fewer than six calendar years preceding the Effective Date of this Contract, Recipient faithfully has complied with:

(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient's property, operations, receipts, or income, or to Recipient's performance of or compensation for any work performed by Recipient;

(iii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, or to goods, services, or property, whether tangible or intangible, provided by Recipient; and

(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Recipient Signature \_\_\_\_\_ Date \_\_\_\_\_

## **EXHIBIT B**

### **ADDITIONAL REQUIREMENTS**

1. OSMB may revoke the grant award if the grant agreement is not signed by both parties within 90 days.
2. The Recipient will post advanced notice a minimum of two weeks prior to facility closure or partial closure when possible. Additionally, the Recipient will notify OSMB of closures and reopening, complete outreach to users through resources such as local media, social media, websites, ODFW District, and angling and boating organizations,
3. OSMB will post notice of facility closures and reopening on website, online boating map and through social media as appropriate.
4. The Recipient will have an Inadvertent Discovery Plan (IDP) and provide training to staff about the plan prior to ground disturbing activities.
5. In the event the Recipient determines to only submit one reimbursement request upon completion of the agreement a progress report must be submitted in the manner and form identified by OSMB.

# ATTACHMENT A SITE INVENTORY

Clatsop County		Cullaby Lake Park		John Day Ramp	
MAG 2023-25 Inventory		Reported	Allocation	Reported	Allocation
Restroom	Flush	Y	12	Y	12
	Vault/Compost	N	0	N	0
	Portable	N	0	N	0
	Number of Additional Stalls	1	4	1	4
	Season of Use(months)	12	\$1,600.00	12	\$1,600.00
Grounds	Vegetation Maintenance	Y	6	Y	6
	Garbage Can or Dumpster	Y	6	Y	6
	Season of Use(months)	12	\$1,200.00	12	\$1,200.00
Parking	Total Number of Paved Single Car Stalls	52	0	24	0
	Total Number of Paved Boat Trailer Stalls	72	18	75	18
	Gravel Parking Square Feet	0	0	0	0
	Gravel Overflow Square Feet	0	0	0	0
	Season of Use(months)	12	\$1,800.00	12	\$1,800.00
Ramp	Single Lane	Y	6	Y	6
	Additional Number of Lanes	1	4	1	4
	Season of Use(months)	12	\$1,000.00	12	\$1,000.00
Docks	Total Linear Feet	180	5	285	9
	Season of Use(months)	12	\$500.00	12	\$900.00
Short Term Tie-up	Total Linear Feet	0	0	0	0
	Season of Use(months)	0	\$0.00	0	\$0.00
Debris Boom	Log	N	0	N	0
	Polypipe	N	0	N	0
	Season of Use(months)	0	\$0.00	0	\$0.00
CVA	Pumpout/Dump Station				
	Monitoring System				
	Pumpout only				
	Dump only				
	Holding Tank				
	Season of Use(months)				
Floating RR	Season of Use(months)				
	<b>Sub-Total Allocation</b>		<b>\$6,100.00</b>		<b>\$6,500.00</b>
	Use Fee		<b>\$5.00</b>		<b>\$5.00</b>
	Use Fee Adjustment		<b>\$4,575.00</b>		<b>\$4,875.00</b>
	<b>Total Awarded Allocation</b>		<b>\$1,525.00</b>		<b>\$1,625.00</b>

		Westport Ramp	
		Reported	Allocation
Restroom	Flush	Y	12
	Vault/Compost	N	0
	Portable	N	0
	Number of Additional Stalls	1	4
	Season of Use(months)	12	\$1,600.00
Grounds	Vegetation Maintenance	Y	6
	Garbage Can or Dumpster	Y	6
	Season of Use(months)	12	\$1,200.00
Parking	Total Number of Paved Single Car Stalls	33	0
	Total Number of Paved Boat Trailer Stalls	46	18
	Gravel Parking Square Feet	0	0
	Gravel Overflow Square Feet	0	0
	Season of Use(months)	12	\$1,800.00
Ramp	Single Lane	Y	6
	Additional Number of Lanes	1	4
	Season of Use(months)	12	\$1,000.00
Docks	Total Linear Feet	120	3
	Season of Use(months)	12	\$300.00
Short Term Tie-up	Total Linear Feet	328	11
	Season of Use(months)	12	\$1,100.00
Debris Boom	Log	N	0
	Polypipe	N	0
	Season of Use(months)	0	\$0.00
CVA	Pumpout/Dump Station		
	Monitoring System		
	Pumpout only		
	Dump only		
	Holding Tank		
	Season of Use(months)		
Floating RR	Season of Use(months)		
			\$7,000.00
			\$0.00
			\$0.00
	Total Awarded Allocation		\$7,000.00
	Total 2-year Awarded Allocation	\$20,300.00	



walking. She also noted that two elderly homeless women who were disabled had been excluded from LiFEBoat Services, as the steps to the facility could not be access with a walker. She was glad people got showers and cots, but being in a small and stagnant basement was unsanitary. She urged the County to work with cities on a County ordinance requiring shelters to be humane. She also noted that the Bureau of Labor and Industries was working towards a conciliation, as LiFEBoat's attorney had resigned.

## CONSENT CALENDAR

*Motion made by Commissioner Thompson, Seconded by Commissioner Toyooka to approve the consent calendar.*

*Voting Yea: Chair Kujala, Commissioner Toyooka, Commissioner Wev, Commissioner Thompson*

2. Board of Commissioners Minutes 3-13-24 {Page 10}

3. Contract for Bulk Fuel Purchase

4. Hillcrest Road Pulverizing and CTB 2024 Contract Approval {Page 23}

## COMMISSIONER'S LIAISON REPORTS

Commissioner Thompson reported that the Area Committee on Transportation (ACT) chairs met to discuss funding. She had proposed a sales tax with an exemption for Oregon residents.

Commissioner Wev responded, noting the irony that Oregon lacked a sales tax even though tourism was one of the state's largest sectors. She reported that she attended the Department of Public Safety Standards and Training (DPSST) meeting to discuss the impacts of being underfunded and their request that local law enforcement contribute expert professionals to the Department in order to conduct trainings. She reported that as chair of the Regional Workforce Systems Board she would be attending a conference on employment issues. She also offered the County's assistance to the community college board with structuring programs and getting funds through the Workforce Systems Board. She reported that local elected officials met with Senator Merkley prior to the public meeting. She had expressed concern that the Bureau of Ocean Energy Management (BOEM) had not responded to the County's request regarding offshore wind energy. Senator Merkley had said he believed that the cost to build offshore wind energy was prohibitive.

Commissioner Toyooka commented that Oregon already had a type of sales tax. The Corporate Activity Tax, a pass-through tax, was already being charged to consumers on all goods. When talking about a new sales tax, it would be important to discuss which taxes are true sales taxes and how much consumers were already paying. He reported the following:

- The first Veterans Monthly Breakfast was held April 4, 2024 at Lum's Auto Center. The food was donated by Zachary Pool, owner of the Pig and Pancake.

1 Other restaurants are now offering to deliver breakfast for free to the monthly  
2 veterans breakfast. The breakfast allows Veteran Services Officer Wiley to meet  
3 veterans and provide services. The next breakfast was scheduled for May 2,  
4 2024.

- 5 • He had responded to KGW8 regarding their story on the use of damage tags on  
6 elk in Clatsop Plains. He sent copies of his response to the *Daily Astorian* and  
7 the *Seaside Signal*. He believed that KGW8 only told part of the story. More than  
8 25 representatives from local organizations and government agencies worked in  
9 partnership to find ways to improve public safety, reduce property damage, and  
10 maintain healthy and viable elk herds through the Clatsop Plains Elk  
11 Collaborative. The report made it seem the collaborative happened out of the  
12 blue, but it took two years to form the collaboration before the first tag was  
13 issued. During that two years, there were a lot of public hearings and community  
14 engagement. The Oregon Department of Fish and Wildlife (ODF&W) did several  
15 studies on the health of the herds and the movement of the herds to initiate  
16 behavioral change for the elk. The collaborative's initiatives had a positive effect,  
17 as a lot more elk are now on the east side of the highway, they are not crossing  
18 the highway as frequently and not as many are crossing the highway.  
19 Additionally, the herds have not been diminished.
- 20 • The regional housing board task force discussed the impact of short-term rentals  
21 (STRs) on the housing supply. Data from the Assessor's Office concludes that  
22 STRs are not housing that could become workforce housing. Getting rid of STRs  
23 would not result in more workforce housing and could diminish the County's  
24 efforts to create workforce and missing middle housing. Data from several  
25 studies indicate the Habitat Conservation Plan (HCP) will do greater damage to  
26 the housing supply than STRs. He did not want the County to lose focus on  
27 removing barriers to create workforce housing and recommended that all of the  
28 data be considered as it became available.
- 29 • Clatsop Economic Development Resources (CEDR) discussed getting more  
30 power in the area. The governor wants to get rid of dams that supply power, but  
31 the amount of energy could not be replicated through any other means. Reports  
32 state that the rare earth materials required to make one lithium electric vehicle  
33 battery can make six electric plug-ins or 90 hybrid vehicles. Additionally, 90  
34 hybrid vehicles would have 37 times more reduction in carbon emissions than  
35 one electric vehicle, due to the manufacturing process of electric vehicles.  
36 Technology needed to catch up before electric vehicles would be the way to go.

37 Chair Kujala reported that he wanted Vice Chair Bangs and Commissioner Toyooka to  
38 follow up with legislators on the County's pending requests. He also reported that the  
39 Deflection Program was discussed at the work session and he appreciated what the  
40 Sheriff's Department had done to receive funding.

## 41 42 **COUNTY MANAGER'S REPORT**

43 County Manager Bohn reported that Staff was finishing the budget document. He noted  
44 that some of the budget challenges were episodic, due to inflation, but the County had  
45 enough reserve funds to deal with the ebbs and flows. However, the budget also had



1 some systemic issues that created challenges, the impacts of tourism and the timber  
2 revenues. He added that providing healthcare in the jail was expensive, but sheriffs and  
3 others have been advocating for the Federal government to allow Medicaid for in-  
4 custody adults. The budget process would continue beyond the end of the fiscal year  
5 because Staff did not know what would happen in 2025 and a contingency plan would  
6 be necessary if the County did not get some relief.

## 8 **BUSINESS AGENDA**

### 9 5. Fire Department/Districts – ARPA Funding Agreement {Page 38}

10 County Manager Bohn presented the Staff report on the allocation of American  
11 Rescue Plan Act (ARPA) funds to fire departments and districts and requested  
12 approval of the funding agreement.

13 *Motion made by Commissioner Thompson, Seconded by Commissioner Toyooka*  
14 *to approve \$150,000 ARPA allocation to fire departments and districts per the*  
15 *distribution methodology highlighted in Table 1 of the Agenda Summary.*

16 *Voting Yea: Chair Kujala, Commissioner Toyooka, Commissioner Wev,*  
17 *Commissioner Thompson*

## 19 **GOOD OF THE ORDER**

20 Commissioner Thompson appreciated Commissioner Toyooka's comments on taxes.  
21 She clarified that she wanted the Association of Oregon Counties (AOC) Governance  
22 and Revenue Committee to look at the taxing system in Oregon as part of a three-year  
23 initiative.

24 Commissioner Toyooka thanked Staff for their work with Georgia Pacific Strategic  
25 Investment Plan, which announced a \$150 million investment into Wauna Mill.

## 27 **ADJOURNMENT**

28 There being no further business, the meeting was adjourned at 6:36 pm.

30 Approved by,

31  
32  
33  
34 \_\_\_\_\_  
Mark Kujala, Chair



1 **CONSENT CALENDAR**

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

4 2. Supply and Delivery of Liquid Asphalt – Summer 2024

5 3. Purchase Rock for Road Maintenance

6 4. 2024-25 Assessment and Taxation CAFFA Grant Application

7 **COMMISSIONER'S LIAISON REPORTS**

8 Commissioner Toyooka is on the regional housing task force which meets on a monthly  
9 basis. There are on going conversations regarding work force housing.

10 Commissioner Bangs is appreciative of the solid waste franchise, it has been a long  
11 time coming. She continues to have conversations with the state regarding the Habitat  
12 Conservation Plan and the revenue funding for the county.

13 Chair Kujala had no reports.

14 **COUNTY MANAGER'S REPORT**

15 Assistant County Manager Steele reminded the Board of the upcoming budget  
16 committee meetings and the schedule.

17 **PUBLIC HEARING**

18 5. Ordinance 24-12 Land and Water Development and Use Code (LAWDUC)  
19 Amendment Section 5.3000

20  
21 Director Gail Henrikson, presented the staff report and stated the ordinance  
22 would broaden the list of professionals to include geotechnical engineers  
23 and professional engineers, while still focusing on preventing loss of life  
24 and property. The Planning Commission unanimously recommended approval of  
25 the ordinance.

26 County Counsel Pope read the ordinance by short title only.

27 Chair Kujala opened the public hearing and called for public testimony. Seeing  
28 none, he closed the public hearing.

29 *Motion: "Continue the matter to the May 8, 2024 meeting."*

30 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka.*  
31 *Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka*  
32

33 **GOOD OF THE ORDER**

34 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka.*  
35 *Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka*  
36  
37

1    **ADJOURNMENT**

2

3

Approved by,

4

5

6

---

Mark Kujala, Chair

7

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

May 22, 2024

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**Agenda Title:** Award of HMAC Paving Contract to Granite Construction Company  
**Category:** Consent Calendar  
**Presented By:** Terry Hendryx, Public Works Director

---

**Issue Before the Commission:** Contract for HMAC Paving in the amount of \$566,425.00 with Granite Construction Company

**Informational Summary:** The Public Works Department conducted an Invitation to Bid for paving approximately 1 mile of overlay on Old Highway 30 Svenson between Conroy Road and Koppisch Road. Paving also includes approximately 300 feet of paving on Old Highway 30, behind The Logger Restaurant and approximately 1,200 feet between Old Market Road and Highway 30. Three bids were received.

Granite Construction Company \$566,425.00

Bayview Asphalt Inc. \$593,457.50

KNL Industries \$596,010.00

**Fiscal Impact:** This project is budgeted in the Road Maintenance and Construction budget.

### Requested Action:

Award contract for HMAC Paving 2024 in the amount of \$566,425.00 to Granite Construction Company and authorize the County Manager to sign the contract and any amendments.

### Attachment List

- A. Contract
- B. Attachment A
- C. Contract Review Worksheet

CLATSOP COUNTY, OREGON

800 Exchange Street, Suite 410

Astoria, Oregon 97103

*An Equal Opportunity Employer*

Contract No. C8699

**Clatsop County Construction Contract**

This Contract is by and between **Clatsop County (County)** and Granite Construction Company (**Contractor**). Whereas **County** has need of the services which **Contractor** has agreed to provide; **Now Therefore**, in consideration of the sum not to exceed \$566,425.00 to be paid to **Contractor** by **County**, **Contractor** agrees to perform by September 27, 2024, inclusive, the following specific services:

- A. The Work: 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 “HMAC Paving Project 2024”, scope of work/project description 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)*

_____ <small>DS</small> _____	
(Contractor's Initials)	<u>MS</u> (Comments)

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:  
16821 SE McGillivray Boulevard, Suite 210B  
Vancouver, WA 98683

**FOR CONTRACTOR:**

<small>DocuSigned by:</small>	
<u>michael stein</u>	5/6/2024
_____	
<small>2CEFB45CC5F04AA...</small>	
Signature	Date
Michael Stein	
_____	
Printed Name	
VP Washington	
<u>Region</u>	
_____	
Title	



# Clatsop County

PUBLIC WORKS  
1100 Olney Avenue  
Astoria, Oregon 97103

Phone: (503) 325-8631  
Fax: (503) 325-9312  
[www.clatsopcounty.gov](http://www.clatsopcounty.gov)

## ATTACHMENT A

### **Invitation to Bid**

### **HMAC Paving Project- 2024**

### **Clatsop County, Oregon**

If you want to be included on a bid holders list, please send confirmation of Bid Download to the following email address: [roads@clatsopcounty.gov](mailto:roads@clatsopcounty.gov) or by fax to 503-325-9312. Include the project name, your company name, address, phone number, email address and contact name.

Addenda will be published on the County's website at [www.clatsopcounty.gov](http://www.clatsopcounty.gov). Bidder is responsible for checking website for addenda.

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**Prevailing Wage Rates can be accessed by calling the Oregon Bureau of Labor & Industries or online at [http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx).  
Prevailing Wage Rates January 2024.**

# Bidding Requirements

## Invitation to Bid

Clatsop County Public Works intends to contract for approximately 1 mile of overlay on Old Hwy. 30 Svensen between Conroy Road and Koppisch Road and approximately 5 cutouts to be repaved and 14 driveways to a depth of 10 feet. Paving also includes approximately 300 feet of paving on Old Hwy. 30 behind the Logger restaurant and approximately 1,200 feet between Old Market Road and Hwy. 30. Plans and specs available on County website at <http://www.clatsopcounty.gov>, see Jobs & Bids/RFPs. A copy is available for review at 1100 Olney Ave, Astoria, Or 97103, (503) 325-8631. Contractor shall furnish all labor, materials and equipment. Sealed bids will be received by Dean Keranen, County Engineer at 1100 Olney Ave, Astoria, OR 97103 until 2:00 p.m. on May 1, 2024, when they will be opened and publicly read. Any bid received after the time specified will not be considered. Faxed or emailed bids will not be accepted. Bid bond equal to ten percent (10%) of the total bid is required. Project is for Public Works subject to ORS 279C.800 to 279C.870. The County reserves the right to waive minor informalities and reject any or all bids not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all bids if it is deemed to be in the public interest to do so.

## Scope of Work

**The work to be completed under this contract consists of the following:**

1. All traffic control and protection and direction of traffic necessary for safety of motorists as required by the Oregon Manual on Uniform Traffic Control Devices.
2. Provide all equipment, material and labor to pave the roadway as specified in the Special Provisions.
3. **OLD HWY. 30 SVENSEN (CONROY ROAD TO KOPPISCH ROAD)**
  - a. Pave approximately 150 feet with ODOT Level 2 – ½” ACP to a depth of 4”, in 5 cut-outs as directed and as depicted on page 46.
  - b. Cold plane for a tapered 2” butt joint at the point of beginning at the Conroy-Old Hwy. 30 intersection and at the end point of the Old Hwy 30 Svensen – Koppisch Road intersection. Overlay between the two tapered sections approximately one-mile to a depth of 2”
  - c. Pave 14 driveway approaches to match the new roadway asphalt elevation. Pave existing aggregate approaches as directed. Average paving depth of existing aggregate approaches is 10’; width as directed.
  - d. Approximate AC quantity equals 2,130 tons.
  - e. Paving schedule shall be coordinated with the County.
4. **ALLEN ROAD**
  - a. Overlay all of Allen Road, approximately 760 feet with ODOT Level 2 – ½” ACP to a depth of 2” as depicted on Page 46.
  - b. Approximate AC quantity equals 300 tons.
  - c. Paving schedule shall be coordinated with the County.
5. **OLD HWY 30 KNAPPA (MP 1.79 TO HWY 30)**
  - a. Pave approximately 300 feet x 15’ wide with ODOT Level 2 – ½” ACP to a depth of 3” behind Logger Restaurant (Old Hwy 30). Approximate AC quantity equals 97 tons. County is reconstructing road.
  - b. Overlay approximately 980 feet with ODOT Level 2 – ½” ACP to a depth of 2”, from Old Market Road to Allen Road. Pave 3 commercial approaches, average paving depth of existing aggregate approaches is 10’; width as directed. Approximate AC quantity equals 405 tons. Cold plane for a tapered 2” butt joint at the point of beginning at the Old Market Road-Old Hwy. 30 Knappa intersection.
  - c. Pave approximately 220 feet with ODOT Level 2 – ½” ACP to a depth of 6”, near the intersection of Allen Road to Hwy 30-Old Hwy 30. intersection. County is reconstructing road. Since this is the main intersection, consideration will be given if paving at night is preferred. Approximate AC quantity equals 330 tons.
  - d. Paving schedule shall be coordinated with the County.

## Information for Bidders

**Project Name:           HMAC Paving Project- 2024**

### **Time of Project Completion**

- Complete all project work between July 1, 2024 and September 27, 2024.
- Work of the contract shall continue without delay or interruption once it is begun, unless otherwise specified.

### **Time and Place for Receiving Proposals**

Sealed proposals for the work described above will be received at the office of Dean Keranen, County Engineer at:

**1100 OLNEY AVENUE  
ASTORIA, OREGON 97103  
UNTIL 2:00 P.M. ON MAY 1, 2024,**  
*when they will be opened and publicly read.*

### **Bidders Checklist**

The bidder's attention is especially called to the following forms, which must be executed in full before the bid is submitted:

**(a) Bid Proposal Forms**

Proposal sheets are to be filled in, either typed or in ink, and signed by the bidder.

**Bid Schedule**

The unit price (if any) must be shown in the space provided. The unit price shall be used as the determining factor in case of error in price extension.

- (b) First-Tier Subcontractor Disclosure** submitted within two hours of bid deadline. A First Tier Subcontractor Disclosure Form is required for public improvements with an estimated value of more than \$100,000.

- (c) Non-Collusion Affidavit** is to be completed.

**(d) Bid Bond**

A surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's check or certified check of bidder for 10% of the amount bid shall be attached to all bids as bid security.

- (e)** The Bid Forms must be returned on or before the date specified

- (f)** The County may reject any bid not in compliance with all prescribed public contracting procedures and requirements and may reject for good cause all bids upon a finding of the County that it is in the public interest to do so.



EVENT	DATE/TIME & LOCATION
Bid Opening	May 1, 2024 at 2:00 p.m. at Clatsop County Public Works 1100 Olney Avenue, Astoria, OR 97103
First-Tier Subcontractor Disclosure form	May 1, 2024 at 4:00 p.m. at Clatsop County Public Works 1100 Olney Avenue, Astoria, OR 97103
Preliminary Bid Results	Will be published on County's website at clatsopcounty.gov
Notice of Intent to Award issued	Will be published on County's website at least 7 days prior to Award of Contract,
Estimated Award of Contract	May 22, 2024
Execution of Contract	Following Award of Contract and contractor submission of required documents as per this Invitation To Bid
Time of (Contract) Completion (unless modified by in accordance with contract provisions)	September 27, 2024

### **Addenda**

County will not mail notice of Addenda, but will publish notice of any Addenda on County's Web site. Addenda may be downloaded off the County's web Site at <http://www.clatsopcounty.gov>. Offerors should frequently check the County's web site until closing; at last once daily the week of closing.

### **Contract Terms**

The successful bidder for a public improvement contract shall promptly execute and deliver to Clatsop County:

- (a) A Performance Bond in an amount equal to the full contract price, conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. Performance bond must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Oregon and payable to Clatsop County.
- (b) A Payment Bond in an amount equal to the full contract price, solely for the protection of claimants under ORS 279C.600. Payment bond must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Oregon and must be payable to Clatsop County.

- (c) Contractors must have a Public Works Bond in the amount of \$30,000 filed with the Oregon Construction Contractors Board before starting work on a contract or a subcontract for a public works project. A contractor or subcontractor shall file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in Oregon in the amount of \$30,000, unless exempted under ORS 279C.836. Form is available online at the Bureau of Labor.
- (d) Clatsop County Contract for Construction to be executed by the successful bidder.
- (e) Certificate of Insurance - Property and General Liability Certificates of Insurance satisfying the requirements as stated herein will be required.
- (f) Certificate of Insurance - Workers Compensation Coverage Certificate of Insurance satisfying the requirements as stated herein will be required.
- (g) Time for Agency Acceptance – Contractor’s offer must be a Firm Offer, valid and binding on the Offeror for not less than 60 days from closing.
- (h) Bidder must promptly execute contract and deliver performance bond, payment bond and proof of insurance, or forfeit the bid security that accompanied the bid.

Bidder acknowledges that he/she is aware of, fully understands and intends to comply with documents and regulations that are hereby made a part of these specifications:

- Prevailing Wage Rates in accordance with ORS 279C.800 to 279C.870.
- Non-discrimination in awarding of subcontracts in accordance with ORS 279A.110.
- ORS 279A.120 regarding local bidder preference.
- Contractor certifies that all subcontractors performing work described in ORS 701.005(2) will be registered with the Construction Contractors Board, or for work as a landscape contractor has a current, valid landscape contractors’ license issued pursuant to ORS 671.560 by the State Landscape Contractors Board.
- Contractor certifies that they are in compliance with the Oregon tax laws in accordance with ORS 305.385.
- ORS 279C.580 regarding contractor’s relations with subcontractors.
- ORS 279C.525 regarding Environment and natural resources regulations.
- ORS 279C.605 regarding notice of claim.
- ORS 279C.510 (1) regarding salvaging and recycling of demolition debris.
- ORS 279C.600 thru ORS 279C.6610 regarding Action on Payment and Public Works Bonds.
- ORS 279C.650 thru ORS 279C.670 regarding Termination of Contract for Public Interest Reasons.
- The County reserves the right to waive minor informalities and reject any or all bids not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause, including Bidder responsibility under ORS 279C.375(c)(b), any or all bids if it is deemed to be in the public interest to do so.

**Liquidated Damages:**

Liquidated damages shall apply against the successful bidder (the Contractor) and accrue to the Owner at the rate of five hundred dollars (\$500) per day for every day that the project remains uncompleted beyond the period outlined above.

**Prevailing Wage Rates:**

The “Prevailing Wage Rates for Public Works Contracts in Oregon” dated January, 2024, and any amendments are hereby included in these specifications by reference. The wage rates can be accessed at [http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx).

**Project Plans:**

Contractor will complete the project in accordance with the specifications herein, including:

- Maps in this bid packet.

Questions regarding Bid Documents should be directed to: Terry Hendryx or Dean Keranen at Clatsop County Public Works, 1100 Olney Avenue, Astoria, Oregon 97103, Phone: 503-325-8631

Fax: 503-325-9312. Email addresses are [dkeranen@clatsopcounty.gov](mailto:dkeranen@clatsopcounty.gov) and [thendryx@clatsopcounty.gov](mailto:thendryx@clatsopcounty.gov).

## Bid Forms

## **Bid Proposal Form**

### **HMAC Paving Project- 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 HMAC Paving Project- 2024", Invitation to Bid, Information for Bidders, General Specifications and 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, 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. NONE 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>See attached</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 Travelers Casualty and Surety Company of America  
Name of Agent Jen Moore  
Address 1 Tower Square, Hartford, CT 06183  
Phone Number (860) 277-8170

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.

### Bid Schedule

HMAC PAVING PROJECT - 2024						
No.	Location	Item Description	Unit of Measure	Quantity	Unit Price (in Figures)	Total (in Figures)
Mobilization and Traffic Control						
1	-	Mobilization	Lump Sum	All	Lump Sum	\$ 47,075.00
2	-	Temporary Protection and Direction of Traffic	Lump Sum	All	Lump Sum	\$ 20,000.00
3	-	Cold Planing	Lump Sum	All	Lump Sum	\$ 8,500.00
Wearing Surface						
4	-	Asphalt Tack Coat (All)	Ton	10	\$750.00	\$ 7,500.00
5	Allen Road	Level 2 – ½” ACP	Ton	300	\$150.00	\$ 45,000.00
9	Old Hwy 30 Svensen (Conroy to Koppisch)	Level 2 – ½” ACP	Ton	2130	\$ 135.00	\$ 287,550.00
10		Extra for Asphalt Approaches	Each	14	\$ 750.00	\$ 10,500.00
11		Cut-outs	Each	5	\$ 2,500.00	\$ 12,500.00
	Old Hwy 30 (Old Market Rd to Allen Rd)	Level 2 – ½” ACP	Ton	405	\$ 150.00	\$ 60,750.00
		Extra for Asphalt Approaches	Each	3	\$ 750.00	\$ 2,250.00
12	Old Hwy 30 (Allen Rd to Hwy 30)	Level 2 – ½” ACP	Ton	330	\$150.00	\$ 49,500.00
13	Old Hwy 30 (behind Logger Restaurant)	Level 2 – ½” ACP	Ton	97	\$150.00	\$ 14,550.00
		Extra for Asphalt Approaches	Each	1	\$750.00	\$750.00
TOTAL BID AMOUNT						\$ 566,425.00

**Bidder Name** Granite Construction Company **DATED:** 5/1/2024


Bid Proposal - 4

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.   |          |       |

Dated: 5/1/2024

Bidder: Granite Construction Company

Signature: 

Printed Name: Paul Harding

Title: Area Manager

Address: 16821 SE McGillivray Blvd. Suite 210B, Vancouver, WA 98683

Phone: ~~360-831-5529~~ PSH 360-606-1335

Email: bid.vancouver@gcinc.com

Federal Tax I.D. No.: 94-0519552

Oregon Contractors Board Registration: 101195



## First Tier Subcontractor Disclosure Form

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

**Project Name:** HMAC Paving Project- 2024

**Closing Date:** May 1, 2024 at 2:00 p.m.

**Subcontractor Disclosure Deadline:** May 1, 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
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): Granite Construction Company

## **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 Clatsop )

I state that I am the Area Manager of Granite Construction Company 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) Granite Construction Company, 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 Granite Construction Company 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.



Paul Harding, Area Manager

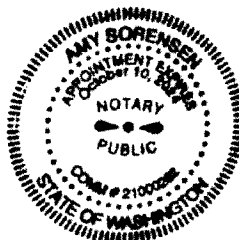
Sworn to and subscribed before me this 1st day of May, 2024



Amy Sorensen

NOTARY PUBLIC FOR OREGON

My Commission Expires: 10/10/2024



## BID BOND



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## ACKNOWLEDGMENT

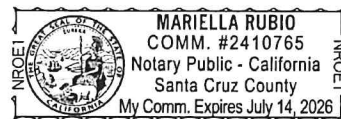
State of California  
County of Santa Cruz


On April 24, 2024 before me, Mariella Rubio, Notary Public  
(insert name and title of the officer)

personally appeared Isabel Barron,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)  
Mariella Rubio, Notary Public





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE**, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this April 24, 2024



  
Kevin E. Hughes, Assistant Secretary



**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**

**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

# GRANITE CONSTRUCTION COMPANY

## CERTIFICATE OF SECRETARY

**RESOLVED**, that, effective January 1, 2024 through December 31, 2024, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

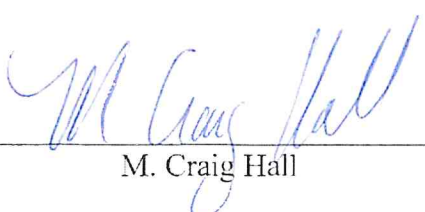
**RESOLVED FURTHER**, that, effective January 1, 2024 through December 31, 2024, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and/or attest electronic and paper documents necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company in excess of \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

**RESOLVED FURTHER**, that, effective January 1, 2024 through December 31, 2024, the individuals named on the attached Exhibit 1 and Exhibit 2 are authorized to negotiate, execute and/or attest electronic and paper construction contract documents prepared and submitted on behalf of the Company relating to domestic construction projects arising out of the Company's operations.

**RESOLVED FURTHER**, that the authority provided for herein shall be in accordance with applicable policies, procedures, and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, M. Craig Hall, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted effective January 1, 2024 by a Unanimous Written Consent of the Board of Directors in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

Dated: January 1, 2024

  
M. Craig Hall



## **EXHIBIT 1**

### **AUTHORIZED SIGNERS** **Granite Construction Company** **Mountain Group** **Pacific Northwest Region**

#### **AUTHORIZED SIGNERS**

Michael Stein, VP Washington Region  
Jason Halverson, Construction Manager  
Paul Harding, SW WA/OR Washington Area Manager  
Boudrey Smith, NW Washington Area Manager  
Jeremy Deemer, Construction Manager  
Travis Walken, Chief Estimator  
Sonny Chavez, Regional Controller  
Lance Chambers, Construction Manager  
Nicholas Gerritsen, Construction Manager  
Quinn Golden, Senior Project Manager  
Ryan Olson, Senior Project Manager  
Mark Ottele, Senior Project Manager  
Blake Ambler, Senior Project Manager  
Nick Lupo, Senior Project Manager  
J. Peter Welch, Senior Estimator  
Shane Berrett, Plants Manager

#### **AUTHORIZED SIGNERS (Not to exceed \$25 million)**

Jonathan Carpenter, Senior Estimator  
James Prouty, Senior Estimator  
Steve Schlimmer, Senior Estimator  
Shane Picker, Senior Estimator  
Steve Liikala, Senior Estimator

#### **ATTESTORS**

Michael Stein, VP Washington Region  
Sonny Chavez, Region Controller  
Paul Harding, SW WA/OR Area Manager  
Boudrey J. Smith, NW Washington Area Manager  
Jeremy Deemer, Construction Manager  
Nicolas Gerritsen, Construction Manager  
Jason Halverson, Construction Manager  
Travis Walken, Chief Estimator  
J. Peter Welch, Senior Estimator  
Shane Berrett, Plants Manager  
Brynn Bennett, Estimating Assistant  
Amy Sorensen, Estimating Assistant  
Caitie Kershaw, Office Administrator  
Jonathan Carpenter, Senior Estimator  
James Prouty, Senior Estimator  
Steve Schlimmer, Senior Estimator  
Shane Picker - Senior Estimator  
Steve Liikala - Senior Estimator



## **EXHIBIT 2**

### **AUTHORIZED SIGNERS** **Granite Construction Company**

#### **AUTHORIZED SIGNERS**

Kyle T. Larkin, President & CEO

Elizabeth L. Curtis, Executive Vice President

James A. Radich, Executive Vice President & Chief Operating Officer

Brian R. Dowd, Senior Vice President Group Operations

Michael G. Tatusko, Senior Vice President Group Operations

Bradley J. Williams, Senior Vice President Group Operations

## Contract Forms

CLATSOP COUNTY, OREGON  
1100 Olney Avenue  
Astoria, Oregon 97103  
*An Equal Opportunity Employer*

**Clatsop County Contract for Construction**

This Contract is by and between **Clatsop County (County)** and \_\_\_\_\_  
(**Contractor**). Whereas **County** has need of the services which **Contractor** has agreed to  
provide; **Now Therefore**, in consideration of the sum not to exceed \$\_\_\_\_\_ to be  
paid to **Contractor** by **County**, **Contractor** agrees to perform between date of execution and  
September 30, 2024 inclusive, the following specific construction services:

- A. All materials, Labor, equipment and incidentals, and to perform all work shown on the  
maps & drawings and described in the specifications for the project “HMAC Paving  
Project-2024” and the Bid Proposal.
- B. Payment Terms: Payment will be made 30 days from receipt of invoice and approval of  
work by County.

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. Make payment promptly, as due, to all persons supplying to the contractor  
labor or material for the performance of the work provided for in this  
contract. ORS 279C.505(1)(a)
- b. Pay all contributions or amounts due the Industrial Accident Fund from  
the contractor or subcontractor incurred in the performance of this  
contract. ORS 279C.505(1)(b).
- c. Not permit any lien or claim to be filed or prosecuted against the state or a  
county, school district, municipality, municipal corporation or subdivision  
thereof, on account of any labor or material furnished. ORS  
279C.505(1)(c)

- d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.617.
- e. Demonstrate that an employee drug-testing program is in place. ORS 279C.505(1)(d).
- f. Salvage or recycle construction and demolition debris if feasible and cost-effective. ORS 279C.510(1).
- g. Promptly pay, as due, all persons supplying labor and services furnished to the contractor or a subcontractor by any person in connection with this contract as the claim becomes due. 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(1).
- h. 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 due plus interest commencing at the end of the 10 day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- i. Make payment to any person furnish labor or materials in connection with this contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. ORS 279C.515(2).
- j. Make payment to any person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515(3).

- k. No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100. The employee shall be paid at least time and a half pay as provided for in ORS 279C.520.
- l. Pay promptly, as due, any payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or the needed care and attention, incident to sickness or injury, to the employees of the contract, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services, pursuant to ORS 279C.530(1).
- m. If Contractor is a subject employer, Contractor will comply with ORS 656.017. ORS 279C.530(2).
- n. Comply with maximum hours of work, holidays and overtime per ORS 279C.540 and time limit on claims for overtime per ORS 279C.545.
- o. Comply with ORS 279C.550 thru 570 regarding withholding of retainage. The withholding of retainage by a contractor or subcontractor shall be in accordance with ORS 701.420 and 701.430.
- p. Comply with ORS 279C.570 regarding prompt payment, progress payments and rate of interest.
- q. Contractor shall include in each subcontract for property or services entered into by the contractor and a first-tier subcontractor, including a material supplier, for the purposed of performing a construction contract: a payment clause that obligates the contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the contracting agency under the contract; and an interest penalty clause that obligates the contractor, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract. These clauses must also be included in each of the contractor's subcontracts and in each of the first-tier subcontractor's subcontracts and each of the first-tier subcontractor's shall include these clauses in their subcontracts with each lower-tier subcontractor or supplier. ORS 279C.580.
- r. Comply with ORS 279C.605 regarding Notice of Claim.

- s. Comply with Prevailing Wage Rate regulations, ORS 279C.800 through ORS 279C.870.
- t. Pay contract and subcontract workers not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1)(c).
- u. A fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. This fee shall be paid to the commissioner under the administrative rule of the commissioner. ORS 279C.830(2). This fee is paid by Clatsop county.
- v. Contractor is required to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7) or (8), and will include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7) or (8). ORS 279C.830(3)(a)(b).
- w. Certify that all subcontractors performing work described in ORS 701.005(2) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.
- x. Environmental and natural resources regulations. ORS 279C.525.

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 **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 described in ORS 305.380(4).

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)\_\_\_\_\_

\_\_\_\_\_  
(Comments)

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:**

**FOR CONTRACTOR:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Contractor Address: \_\_\_\_\_



# PERFORMANCE BOND

Bond No. \_\_\_\_\_  
Solicitation \_\_\_\_\_  
Project Name \_\_\_\_\_

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
<i>* If using multiple sureties</i>	Total Penal Sum of Bond:	\$ _____

We, \_\_\_\_\_ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay +/-unto Clatsop County the sum of (Total Penal Sum of Bond)

\_\_\_\_\_  
(Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with Clatsop County, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless Clatsop County, its Commissioners and Clatsop County (name of institution and any other Owner agency), and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clatsop County, or the above-referenced agency(ies), be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL: \_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Official Capacity

Attest: \_\_\_\_\_  
Corporation Secretary

SURETY: \_\_\_\_\_  
*[Add signatures for each surety if using multiple bonds]*

BY ATTORNEY-IN-FACT:  
*[Power-of-Attorney must accompany each surety bond]*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

**Clatsop County**  
**Standard Public Improvement Contract**  
**Payment Bond**

Bond No. \_\_\_\_\_  
Solicitation \_\_\_\_\_  
Project Name \_\_\_\_\_

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
	Total Penal Sum of Bond:	\$ _____

\* *If using multiple sureties*

We, \_\_\_\_\_, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clatsop County the sum of (Total Penal Sum of Bond)

\_\_\_\_\_ (Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the Clatsop County, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless Clatsop County, its Commissioners, and Clatsop County (name of any other Owner agency), and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall

promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the County on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clatsop County, or the above-referenced agency(ies), be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL: \_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Official Capacity

Attest: \_\_\_\_\_  
Corporation Secretary

SURETY: \_\_\_\_\_  
*[Add signatures for each if using multiple bonds]*

BY ATTORNEY-IN-FACT:  
*[Power-of-Attorney must accompany each bond]*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

## **General Specifications & Special Provisions**

### **STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION – 2024 (STANDARD SPECIFICATIONS) OREGON DEPARTMENT OF TRANSPORTATION MODIFIED AS FOLLOWS**

#### **Section 00110 – Organization, Conventions, Abbreviations and Definitions**

Comply with Section 00110 of the Standard Specifications supplemented and/or modified as follows:

00110.00 Organization of Specifications - Add the following to the end of this subsection:

Certain Sections contain statements under payment subsections to the effect that payment will be made at the contract amounts for the following items. It is intended that payment will be made only for those items listed in the Bid Schedule for a particular project.

00110.20 Definitions -

Commission - Delete definition and replace with "Clatsop County Board of Commissioners"

Add: Commission Services Office - Clatsop County Public Works Department.

Add: Notice to Contractors-Advertisement for Bids, or Invitation to Bid.

Add: County - Clatsop County, including employees of the County authorized to administer this contract.

Engineer - Delete definition and replace with "Clatsop County Engineer and its authorized representatives, acting either directly or indirectly as authorized agents of the County".

Add: Proposal Booklet -Bid forms section of the "Proposal and Special Provisions" document prepared by the County, which includes required information regarding proposals. A separate booklet is not prepared for proposals.

#### **Section 00120 - Bidding Requirements and Procedures**

Comply with Section 00120 of the Standard Specifications supplemented and/or modified as follows:

00120.00 Prequalification of Bidders - Delete this subsection.

00120.01 General Bidding Requirements – Delete this subsection and substitute the following:

Bidders may obtain Bids by paper and/or through the internet (electronic) or both. Bids must be submitted with paper only.

00120.05 Request for Plans, Special Provisions, and Bid Booklets - Delete this subsection and add the following:

Upon request, the Clatsop County Public Works Department will provide prospective bidders with the "Proposal and Special Provisions" and plans for the advertised project. The Oregon

Standard Specifications For Construction – 2024 (also a part of these specifications by reference) may be reviewed in the office of the Public Works Department and may be purchased at the Oregon State Department of Transportation Building Plan Center in Salem.

00120.10 Bid Booklet - Delete this subsection.

00120.25 Subsurface Investigations - Delete this subsection.

00120.40 Preparation of Bids- Bids not in compliance with the requirements of this subsection will be considered non-responsive.

00120.40(a) General - Delete this subsection and substitute the following:

Do not alter the bid documents except to complete the certification and statements as required and to insert the bid bond. When the bidder's authorized representative has signed the proposal, the bidder agrees to all certifications and statements contained within the contract documents. Entries in the proposal shall be in ink or typed. Signatures shall be in ink.

When the proposal is submitted, all documents in the proposal section, including a bid bond, shall be properly completed and bound together.

No electronic bids will be accepted.

00120.40(c)(2) – Delete this subsection

00120.40(f) - Delete this subsection and substitute ORS 279C.370.

00120.45 Submittal of Bids –

(a) Paper Bids – Delete and replace subsection with the following:

Paper bids may be submitted by mail, parcel delivery service to the offices and addresses, and at the times given in the Proposal Booklet. Submit paper bids in a sealed envelope provided by the bidder.

Paper bids submitted after the Bid closing time will not be opened and will be returned to the bidder.

(b) Electronic Bids – Delete this subsection

00120.50 Submitting Bids for More than One Contract – Delete this subsection.

00120.60 Revision or Withdrawal of Proposals - Delete this subsection and substitute:

(a) Paper Bids

A bidder may withdraw a proposal after it has been delivered to the County, if the bidder (or his agent) makes the request in person to the County office designated to open the bids before the time set for opening.

(b) Electronic Bids – Delete this subsection

00120.70 Rejection of Non-responsive Bids - Delete this subsection and substitute ORS 279C.395.

00120.90 Disqualification of Bidders - Delete "Not been prequalified as required by 120.00."

### **Section 00130 - Award and Execution of Contract**

Comply with Section 00130 of the Standard Specifications supplemented and/or modified as follows:

00130.00 Consideration of Bids - In the third paragraph change 30 calendar days to 60 days.

00130.15 Right to Protest Award – Delete this subsection and substitute ORS 279C.460.

00130.40(a) Performance and Payment Bonds - Delete this subsection and substitute ORS 279C.380.

00130.40(c) Workers' Compensation - Delete this subsection and substitute the following:

Provide County with a Certificate of Insurance confirming coverage as required by 00170.61(a) and 00170.70(c).

00130.50(a) By the Bidder - In the first paragraph, delete "ODOT Procurement Office - Construction Contracts Unit" and substitute "the place designated for receipt of bids".

00130.50(b) By the Agency - Delete "seven Calendar Days" and replace with "21 Calendar Days" and delete "legal sufficiency approval from the Attorney General" and substitute "Clatsop County Board of Commissioners".

00130.70 Release of Bid Guaranties – Delete this subsection and substitute ORS 279C.385(3).

00130.90 Notice to Proceed - Delete this subsection.

### **Section 00150 - Control of Work**

Comply with Section 00150 of the Standard Specifications supplemented and/or modified as follows:

00150.15(c) Contractor Responsibilities - Add the following:

Preserve all survey monuments in their original position and condition as directed by the Engineer or as indicated on the plans.

00150.50(c) Contractor Responsibilities - Add the following:

The Contractor shall comply with ORS 757.542 to 757.557, Utility Regulation.

00150.95 Final Acceptance - Add the following:

The Contractor shall be required to remedy or correct any defects in the completed construction that has been a part of this contract that may appear within two (2) years from the date of completion of the project. The Contractor's acceptance of the supplemented final payment shall in no way relieve him of the responsibility of faulty workmanship furnished by him. The County shall with a reasonable promptness give notice to the Contractor of defects noted. The Public Works Director shall decide all questions arising thereto subject to arbitration.

### **Section 00160 - Source of Materials**

Comply with Section 00160 of the Standard Specifications supplemented and/or modified as follows:

00160.40 Division-furnished Sources -

No Division-Furnished sources are being offered for use on this project. All material sources shall be provided by the Contractor.

### **Section 00165 - Quality of Materials**

Comply with Section 00165 of the Standard Specifications supplemented and/or modified as follows:

00165.03 Testing by Agency – Delete this subsection and add: Any check-tests or review tests to be performed by the Agency will be sent to a certified testing firm of their choice. The results of the tests will be made available to the contractor.

00165.40 Statistical Analysis - Delete this subsection.

00165.50 Statistical Acceptance Sampling and Testing - Delete this subsection.

00165.70(c) Contractor Request for Testing Assistance - Delete this subsection.

### **Section 00170 - Legal Relations and Responsibilities**

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

00170.02 Permits, Licenses and Taxes - Add the following:

Contractor will be working as an independent contractor and will be responsible for any federal or state taxes applicable to services rendered by Contractor. Contractor will be responsible to provide for their employees and agents any benefits as a result of payments pursuant to this agreement for Federal Social Security, Unemployment Insurance or Public Employee's Retirement System Benefits.

00170.61(a) Workers' Compensation - Add the following:



The Contractor, its Subcontractors, if any, and all employers working under this contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers.

The Contractor is a sole proprietor or a partner or is an insured employer for purposes of the Oregon Worker's Compensation Law (ORS Chapter 656) and is solely liable for any worker's compensation coverage under this Contract. Contractor agrees that Contractor and other persons retained by Contractor to perform work under this Contract shall be insured according to ORS 656.407 prior to commencement of work under this contract, and that Contractor and such persons shall remain so insured during the term of this Contract. The Contractor shall also comply with the Unemployment Compensation Act of the State of Oregon. The Contractor shall provide the County, before commencing work, a certificate of insurance showing protection for its workers under the Workers' Compensation Act and registration with the State Unemployment Compensation Commission.

### **Section 00180 - Prosecution and Progress**

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

00180.20 Subcontracting Limitations - There are no special items applicable to this contract.

00180.20(c) Rental of Operated Equipment - Delete this subsection.

00180.21 Subcontracting: (a) General - Delete the first 3 paragraphs and add the following: Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of, or transfer rights, nor delegate duties under the contract, either in whole or in part, without the Agency's prior written consent. Unless otherwise agreed by the Agency in writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the Agency consents in writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Agency for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation has occurred unless the Agency otherwise agrees in writing.

00180.41 Project Work Schedules – Delete this subsection and substitute the following:

The Contractor shall submit a project schedule to the County.

The project schedules shall take into account the orderly, timely, and efficient prosecution of the work. The project schedules shall indicate the Contractor's plan of prosecution of the work in sufficient detail to enable both the Contractor and the County to plan, coordinate, appraise, document, and control their respective contract responsibilities.

When completed, the Contractor's approved project schedule shall represent the Contractor's own plans for the project. It shall be the Contractor's responsibility to ensure that all of the work is described in the project schedule and that it represents the sequence and time planned for the

work. Review of this and subsequent schedules by the Engineer shall not relieve the Contractor of responsibility for timely and efficient execution of the contract. Slack or float time as expressed in the project schedule does not exist for the exclusive use of either party to the contract and belongs to the project.

Project reporting - The Contractor shall review the project schedule and progress with the Engineer periodically. Upon the request of the Engineer or when the Contractor's approved project schedule no longer represents the contractor's own plans or expected time for the work, the project schedule shall be updated and a joint progress meeting shall be held between the Engineer and the Contractor. At this meeting, project events and changes will be reviewed for their effect on the Contractor's approved project schedule. After any necessary action has been agreed upon, the required changes will be made to the project schedule.

Project schedule costs - There will be no separate payment for developing, furnishing, monitoring, or updating the project schedules as payment therefore will be included in payment for one or another of the listed bid items.

The Contractor's failure to provide the schedules, schedule information, progress reports, or schedule updates at the times required herein shall cause progress payments under this contract to be suspended until the required data is provided to the Engineer unless the Engineer waives the provisions of this subsection in writing.

00180.42 Preconstruction Conference – Delete this subsection and add the following:

Prior to the commencement of work a preconstruction conference is required. The conference is to be between the Contractor and the County at a mutually agreed time. This requirement may be waived upon written request to the Engineer.

00180.50 Contract Time to Complete Work – The time allowed to complete the contract is stipulated in the Solicitation Documents.

00180.85 Failure to Complete on Time; Liquidated Damages - The following liquidated damages apply for failure to complete the work on time:

The per diem amount of liquidated damages which will apply to this contract for failure to complete the work on time is \$500 per calendar day.

## **Section 00190 - Measurement of Pay Quantities**

Comply with Section 00190 of the Standard Specifications supplemented and/or modified as follows:

00190.20 (g) Agency-Provided Weigh Technician - Delete this subsection.

## **Section 00195 - Payment**

Comply with Section 00195 of the Standard Specifications, supplemented and/or modified as follows:

00195.10 Payment for changes in Material Cost - Delete this subsection.

00195.50 Progress Payments and Retained Amounts - Delete the first sentence and add the following:

At the end of each month the contractor shall submit to the Engineer, an application for partial payment. The County shall make payments on account of the contract, as provided, within thirty (30) days after receipt of the Engineer's approval of the contractor's application for partial payment.

00195.50 (b) - Delete this subsection and add the following:

The Amount to be retained from the progress payments to protect the County's interests shall be 5 percent of the value of the work accomplished according to 00195.90, unless otherwise specified.

## **Section 00196 - Payment for Extra Work**

Payment for extra work to be as specified in Section 00196 of the Standard Specifications.

## **Section 00197 - Payment for Extra Work Done on a Force Account Basis**

Payment for extra work done on a force account basis will be as specified in Section 00197 of the Standard Specifications.

## **Section 00199 - Disagreements, Protests and Claims**

Comply with Section 00199 of the Standard Specifications, supplemented and/or modified as follows:

00199.20(b) Written Notice – Substitute “in writing” for “on form 734-2887”

00199.40(b) Step 1: Region Level Review - substitute Public Works Director for Region-level reviewer.

00199.40(c) Step 2: Agency Level Review - substitute Public Works Director for Contract Administration Engineer.

At the request of the Contractor, the Public Works Director shall, upon presentation to him, make prompt decisions in writing on all claims of the County or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

00199.40(d) Step 3 Arbitration; Claims Review Board - Delete this subsection and substitute the following:

Demand for Arbitration: Any dispute or any decision of the Public Works Director which is subject to arbitration shall be submitted to arbitration upon the demand of either party to the dispute.

The Contractor shall not cause a delay of the work due to the pendency of arbitration proceedings, except with the written permission of the Public Works Director, and then only until the arbitrators have had an opportunity to determine whether or not the work shall continue until deciding upon the matters in dispute.

The demand for arbitration shall be delivered in writing to the Public Works Director and the adverse party, either personally or by registered mail to the last known address of each, within ten (10) days of the receipt of the Public Works Director decision, and in no case after final payment has been accepted except as otherwise expressly stipulated in the Contract Documents. If the Public Works Director fails to make a decision within a reasonable time, a demand for arbitration may be made as if his decision has been rendered against the demanding party.

Arbitrators: No one shall be nominated or act as an arbitrator who is in any way financially interested in this Contract or in the business affairs of the County, or the Contractor, or the Public Works Director, or otherwise connected with any of them. Each arbitrator shall be a person in general familiar with the work or the problem involved in the dispute submitted to arbitration.

Unless otherwise provided by controlling statutes, the parties may agree upon one arbitrator, otherwise there shall be three, one named in writing, by each party to this Contract, to the other party and the third chose by those two arbitrators, or if they should fail to select a third within fifteen (15) days, then he shall be appointed by the presiding officer, if a disinterested party, of the Bar association nearest to the location of the work. Should the party demanding arbitration fail to name an arbitrator within ten (10) days of his demand, his right to arbitration shall lapse. Should the other party fail to name an arbitrator within said ten (10) days, then said \*presiding officer shall appoint such arbitrator within ten (10) days, and upon his failure to do so then such arbitrator shall be appointed on the petition of the party demanding arbitration by a judge of the State Court in the District where such arbitration is to be held.

The said \*presiding officer shall have the power to declare the position of any arbitrator vacant by reason of refusal or inability to act, sickness, death, resignation, absence or neglect. Any vacancy shall be filled by the party making the original appointment, and unless so filled within five (5) days after the same has been declared, it shall be filled by the said presiding officer. If testimony has been taken before a vacancy has been filled, the matter must be re-heard unless a re-hearing is waived in the submission (the statement of the matters in dispute between the parties to be passed upon by the arbitrator) or by the written consent of the parties.

If there be one arbitrator his decision shall be binding; if three, the decision of any two shall be binding in respect to both matters submitted and to the procedure followed during the arbitration. Such decision shall be a condition precedent to any right of legal action.

Arbitration Procedure: The arbitrators shall deliver a written notice to each of the parties and to the Public Works Director, either personally or by registered mail to the last known address of each of the time and place for the beginning of the hearing of the matters submitted to them. Each party may submit to the arbitrators such evidence and argument as he may desire and the arbitrators may consider pertinent. The arbitrators shall, however, be the judges of all matters of law and fact relating to both the subject matter of and the procedure during arbitration and shall not be bound by technical rules of law or procedure. They may hear evidence in whatever form they desire. The parties may be represented before them by such person as each select, subject to the disciplinary power of the arbitrators if such representation shall interfere with the orderly or speedy conduct of the proceedings.

Each party and the Public Works Director shall supply the arbitrators with such papers and information as they may demand, or with any witness whose movements are subject to their respective control, and upon refusal or neglect to comply with such demands the arbitrators may render their decision without the evidence which might have been elicited there from, and the absence of such evidence shall afford no ground for challenge of the award by the party refusing or neglecting to comply with such demand.

The submission to arbitration (the statement of the matters in dispute between the parties to be passed upon by the arbitrators) shall be in writing dully acknowledged before a notary. Unless waived in writing by both parties to the arbitration, the arbitrators, before hearing testimony, shall be sworn by an officer authorized by law to administer an oath, Faithfully and fairly to hear and examine the matters in controversy and to make a just award according to the best of their understanding.

The arbitrators, if they deem the case demands it, are authorized to award to the party whose contention is sustained such sums as they shall consider proper for the time, expense and trouble incident to the arbitration and if the arbitration was demanded without reasonable cause, damages for delay and other losses. The arbitrators shall fix their own compensation, unless otherwise provided by agreement, and shall assess the costs and charges of the arbitration upon either or both parties.

The award of the arbitrators shall be in writing and acknowledged like a deed to be recorded, and a duplicate shall be delivered personally or by registered mail, forthwith upon its rendition, to each of the parties to the controversy and to the Public Works Director. Judgment may be rendered upon the award by the Federal Court or the highest State Court having jurisdiction to render same.

The award of the arbitrators shall not be open to objection on account of the form of the proceedings or the award, unless otherwise provided by the controlling statutes. In the event of such statutes providing on any matter covered by this section otherwise than as hereinbefore specified, the method of procedure throughout and the legal effect of the award shall be wholly

in accord with said statutes, it being the intention hereby to lay down a principle of action to be followed, leaving its local application to be adapted to the legal requirements of the jurisdiction having authority over the arbitration.

The Public Works Director shall not be deemed a party of the dispute. He is given the right to appear before the arbitrators to explain the basis of his decision and give such evidence as they may require.

### **Section 00210 - Mobilization**

Comply with Section 00210 of the Standard Specifications.

### **Section 00220 - Accommodations for Public Traffic**

Comply with Section 00220 of the Standard Specifications.

### **Section 00221 – Common Provisions for Work Zone Traffic Control**

Comply with Section 00221 of the Standard Specifications.

### **Section 00222 – Temporary Traffic Control Signs**

Comply with Section 00222 of the Standard Specifications.

### **Section 00223 – Work Zone Traffic Control Labor and Vehicles**

Comply with Section 00223 of the Standard Specifications.

00223.25 Pilot Cars – Delete this subsection and substitute the following:

No separate measurement or payment will be made for pilot cars.

### **Section 00224 – Temporary Traffic Channelizing Devices**

Delete this section.

### **Section 00225 – Temporary Pavement Marking**

Provide work zone traffic control measures conforming to Section 00225 of the Standard Specifications, supplemented and/or modified as follows:

00225.11 Temporary Tape – Delete existing and substitute the following:

Use new construction grade with metallic backing reflective pavement marking tape of Flex-o-line quality and reflectivity available from Traffic Safety Supply in Portland. One such marker shall consist of a section of tape 4" by 6" in length.

00225.12 Painted Striping - Delete this subsection.

00225.14 Temporary Transverse Rumble Strips – Delete this subsection.

00225.20 General – Delete this subsection.

00225.40 Temporary Pavement Markers – Delete this subsection and substitute the following:

Wearing Course - Install a single flexible reflective pavement marker on centerline, spaced at 50 feet on tangents and 25 feet on curves. Use yellow markers with two reflective faces for road centerline. Pavement Marking Tape can be substituted upon approval of the Engineer.

00225.41 Temporary Tape(a) Base Courses – Delete existing subsection and substitute the following:

Place a 4" by 6" long strip of reflective pavement marking tape on centerline, spaced at 50 feet on tangents and 25 feet on curves on any asphalt cement left overnight prior to laying the wearing course.

00225.42 Temporary Pavement Markings – Delete this subsection.

00225.43 Pavement Legends and Bars - Delete this subsection.

00225.45 Pavement Marking Removal– Delete this subsection.

00225.60 Temporary Traffic Pavement Markings– Delete this subsection.

00225.64 Temporary Traverse Rumble Strips– Delete this subsection.

00225.80 Measurement – Delete this subsection.

00225.90 Payment – Delete this subsection. See subsection 00225.91.

## **Section 00290 – Environmental Protection**

Perform environmental protection conforming to Section 00290 of the Standard Specifications, supplemented and/or modified as follows:

00290.30(b) Pollution Control Plan – Delete “ODOT form 734-2445”.

## **Section 00640 – Aggregate Base and Shoulders**

Perform aggregate base and shoulders conforming to Section 00640 of the Standard Specifications, supplemented and/or modified as follows:

00640.10 Material – Delete the first sentence and substitute with the following:

Furnish aggregates of either 4"-0, 1 ½"-0 or ¾"-0 designated by the plans, Special Provisions, or as directed.

## **Section 00730 – Emulsified Asphalt Tack Coat**

Furnish and place asphalt tack coat according to Section 00730 of the Standard Specifications supplemented or modified as follows:

00730.11 Emulsified Asphalt - Delete the last two paragraphs.

## **Section 00744 – Asphalt Concrete Pavement**

Comply with Section 00744 of the Standard Specifications supplemented or modified as follows:

00744.02 Definitions – Add the following:

Lot Size – A lot is the total quantity of material or work produced per JMF per project. The following circumstances will require a different lot:

- A new JMF is used.
- The method for measuring compaction is changed.
- A change from one test procedure for measuring asphalt content to another test procedure for measuring asphalt content occurs.

The Engineer may allow material for irregular areas not completed during the main paving operations, such as driveways or guardrail flairs to be evaluated as a separate lot.

Sublot Size – A sublot is 1,000 tons of ACP, or the amount of ACP placed in a day if less than 1,000 tons is placed.

00744.23 Pavers – The first sentence shall read:

Minimum 75 H.P, self-contained, self-propelled, supported on tracks or wheels, none of which contact the mixture to be placed.

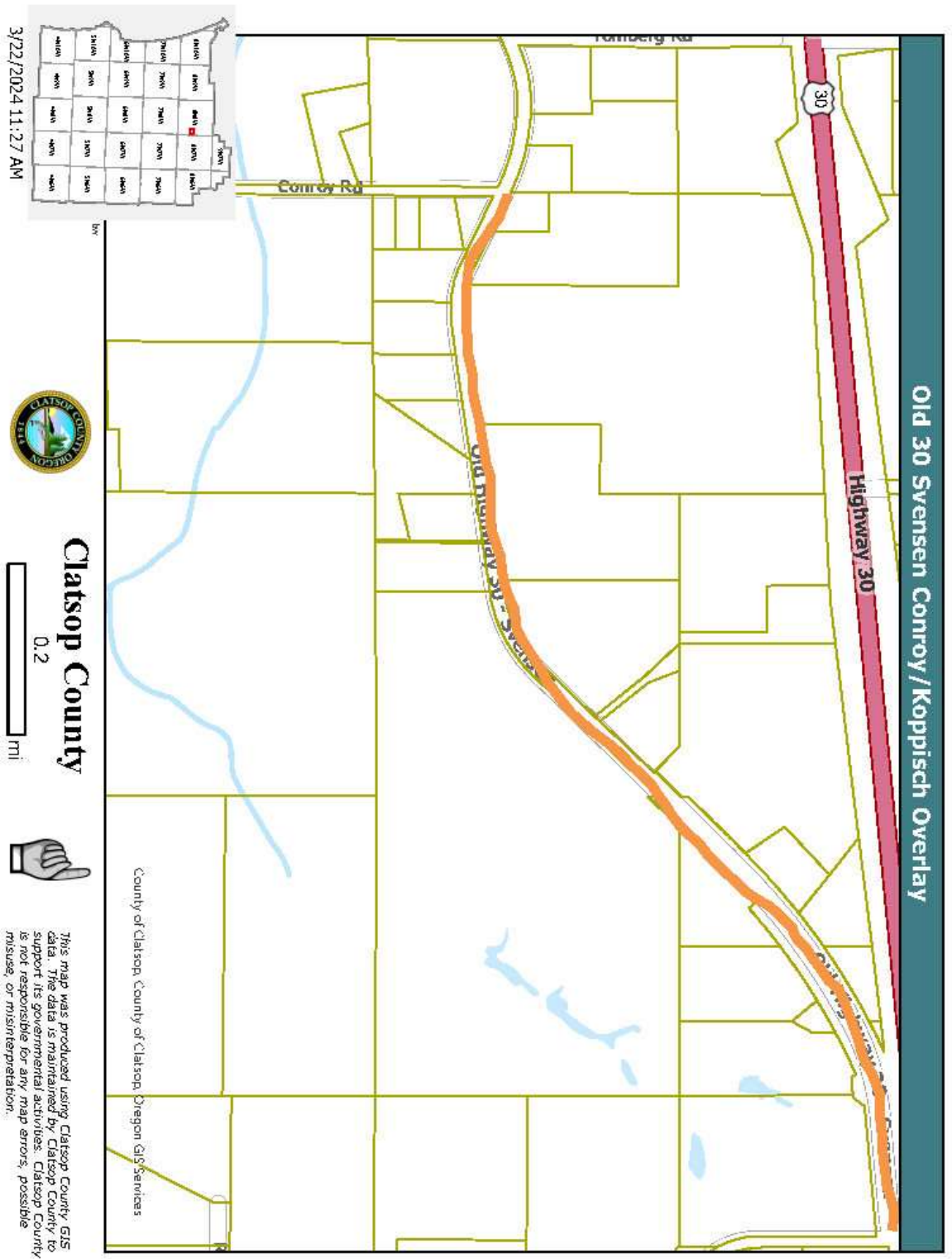
00744.49 Compaction – Replace the second paragraph of the subsection with the following:

Determine the density of each sublot by averaging five QC tests performed at random locations by a CDT with the nuclear gauge operated in the backscatter mode according to AASHTO T 335. Calculate MAMD according to ODOT TM 305. When less than three sublot test results are



obtained on a project, the ACP will be accepted according to 00744.17. Perform a minimum of one sublot density test per day. The Engineer may waive compaction testing upon written notice.

# Maps



3/22/2024 11:30 AM



**Clatsop County**

0.1



This map was produced using Clatsop County GIS data. The data is maintained by Clatsop County to support its governmental activities. Clatsop County is not responsible for any map errors, possible misuse, or misinterpretation.



**Old 30 Knappa Area**

## **Old Hwy 30 Svensen Digouts**

Mileposts:

2.7 Culvert 24'w x 35'l

2.9 Slide 30'w x 12'l

3.0 Culvert 30'w x 10'l

3.2 Culvert 30'w x 10'l

3.5 Culvert 30'w x 10'l

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

May 22, 2024

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**Agenda Title:** Approve the 2023-24 Budget and Appropriation Adjustments  
**Category:** Consent Calendar  
**Presented By:** Andrew Sullivan, Finance Director

---

**Issues Before the Commission:** Approve the 2023-24 budget and appropriation adjustment as required by ORS 294.338.

**Informational Summary:** Attached is the R&O required by ORS 294.338 for a budget adjustment in fiscal year 2023-24. This adjustment is necessary to comply with Oregon Budget Law as a result of the need to expend unanticipated grant revenue..

The need for the budget adjustment is further explained in the attached Schedule "A".

**Fiscal Impact:** The fiscal impact is \$0 as the expenditure will be the same amount as the unanticipated grant revenue.

### Recommended Action:

Approve the budget adjustment to remain in compliance with Oregon budget law per ORS 294.338, and authorize the Chair to sign.

### Attachment List

- A. Resolution and Order
- B. Schedule "A" Appropriation adjustments

IN THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

In the matter of the adjustment of the fiscal	)	
year 2023-24 budget and appropriations by	)	RESOLUTION AND ORDER
authorizing expenditure of unanticipated grant	)	
revenue, per ORS 294.338.	)	
	)	

It appearing to the Board that there is a need to make an adjustment in the fiscal year 2023-24 budget by authorizing expenditure of unanticipated grant revenue..

Where as the need for said adjustment, the purpose of the authorized expenditures and the amount of appropriations adjustment, is more particularly described in the Schedule of Revenue and Appropriation Adjustments attached hereto and incorporated herein as Schedule "A"; and

Where as it appearing to the Board that such adjustments are allowed pursuant to ORS 294.338; now, therefore, it is

RESOLVED AND ORDERED that the Schedule of Revenue and Appropriation Adjustments attached hereto as Schedule "A" be approved.

ADOPTED AND APPROPRIATED this 22<sup>nd</sup> Day of May 2024.

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

\_\_\_\_\_  
Mark Kujala, Chair

Schedule A  
2023-24 Budget Adjustments

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I. **ADJUSTMENTS INVOLVING UNANTICIPATED GRANT REVENUE**

<b><u>ORGANIZATIONAL UNIT</u></b>	<b><u>ACCOUNT</u></b>	<b><u>INCREASE</u></b>	<b><u>DECREASE</u></b>
Mental Health	033/7152/81-4531	\$ 260,000	
Mental Health	033/7152/81-4543	\$ 200,000	
 Mental Health	 033/7152/82-3102	 \$ 260,000	
Mental Health	033/7152/82-3103	\$ 200,000	

Comment: This budget adjustment is to account for the additional funds received from OHA IGA for Community Health and Addiction Services.



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

May 22, 2024

---

**Agenda Title:** Strategic Investment Program – Community Service Fee Distribution Agreement – Georgia Pacific (Wauna Mill)

**Category:** Business Agenda

**Presented By:** Don Bohn, County Manager

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**Issue Before the Commission:** Consider approval of Community Service Fee (CSF) Distribution Agreement

**Informational Summary:** The Oregon Business Development Commission formally approved the Georgia-Pacific (Wauna Mill) SIP as an eligible project on April 5, 2024. The next step of the process is for the subject taxing jurisdictions representing a minimum of 75% of the permanent tax rate, formalize an agreement for the distribution of the CSF (OAR 123-623-1950).

The CSF represents 25% of the annual tax savings and the first year (FY 2026/27) is estimated at roughly \$292,000.

Clatsop County, through your Board, has direct authority over 87.8% of the tax rate collected in the subject area. The goal, however, is to gain unanimous agreement with all taxing entities to distribute the CSF on a proportional basis. Staff has provided the agreement and discussed with the three independent special districts: Clatsop Care, Sunset Transportation and Port of Astoria. The County anticipates agreement of all agencies.

### *Community Service Fee Distribution – Proportional Share*

Taxing Jurisdiction	Perm. Tax Rate	% of Annual Distribution
Clatsop County	1.5338	40.5%
Road District #1	1.0175	26.9%
Rural Law Enforcement	0.7195	19.0%
Clatsop Care	0.1763	4.7%
Sunset Transportation	0.1620	4.3%
Port of Astoria	0.1256	3.3%
4-H/Extension	0.0534	1.4%
<b>Total</b>	<b>3.7881</b>	<b>100.0%</b>

**Fiscal Impact:** Annual payments to the subject taxing jurisdictions based on proportional distribution. First year estimate for distribution is \$292,000.

**Requested Action:**

Approve the Community Service Fee Distribution Agreement to distribute the Community Service Fee on a proportional basis. Authorize this methodology for County managed taxing entities, including: Clatsop County, Road District #1, Rural Law Enforcement and 4-H/Extension.

**Attachment List**

- A. Community Service Fee Distribution Agreement



**CLATSOP COUNTY, OREGON**

800 Exchange Street, Suite 410

Astoria, Oregon 97103

*An Equal Opportunity Employer*

**STRATEGIC INVESTMENT PROGRAM  
COMMUNITY SERVICE FEE DISTRIBUTION AGREEMENT  
GEORGIA PACIFIC – WAUNA MILL 2024**

Whereas, Clatsop County, Port of Astoria and Georgia Pacific have formalized a Strategic Investment Program (SIP) Agreement for an estimated \$152 million capital investment at the Wauna Mill per ORS 285C.600-285C.635 and OAR 123-623; and

Whereas, the Oregon Business Development Commission approved the agreement on April 5, 2024; and

Whereas, the Agreement includes the statutorily required Community Service Fee, which equates to 25% of the annually calculated tax savings; and

Whereas, OAR 123-623-1950 provides a process for the County and other local taxing jurisdictions (in subject tax code) to agree to a Community Service Fee distribution methodology; and

Whereas, local approval of distribution methodology requires consensus of entities representing a minimum of 75 percent of tax authority in subject tax code area; and

Whereas, the Oregon Business Development Commission (Commission), will adopt a distribution methodology if the County and affected local taxing jurisdictions fail to formalize a methodology within three months of the Commission approval of the SIP Agreement; and

Therefore, Clatsop County and the undersigned local taxing jurisdictions agree to distribute the Georgia Pacific SIP Community Service Fee based on proportional share of the permanent tax rate in the subject tax code as memorialized in Table 1:

**Table 1: Community Service Fee Distribution**

<b>Taxing Jurisdiction</b>	<b>Perm. Tax Rate</b>	<b>% of Annual Distribution</b>
Clatsop County	1.5338	40.5%
Road District #1	1.0175	26.9%
Rural Law Enforcement	0.7195	19.0%
Clatsop Care	0.1763	4.7%
Sunset Transportation	0.1620	4.3%
Port of Astoria	0.1256	3.3%
4-H/Extension	0.0534	1.4%
<b>Total</b>	<b>3.7881</b>	<b>100.0%</b>

Authorized by:

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Mark Kujala, Chair, Clatsop County

*On behalf of: Clatsop County, Road District #1, Rural Law Enforcement District and 4-H/Extension District*

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Mark Remley

*On behalf of: Clatsop Care District*

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Debbie Boothe-Schmidt, Chair

*On behalf of: Sunset Empire Transportation District*

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Will Isom, Executive Director

*On behalf of: Port of Astoria*

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

May 22, 2024

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**Agenda Title:** Ambulance Service Area Advisory (ASAA) Committee Appointments  
**Category:** Business Agenda  
**Presented By:** Justin Gibbs, Ambulance Service Area Administrator

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**Issue Before the Commission:** Appointment - Ambulance Service Area Advisory (ASAA) Committee - Citizen

**Informational Summary:** The ASAA Committee meets quarterly to review the Ambulance Service Area (ASA) Plan, gather input, recommend revisions and hear concerns regarding the service provided by the ASA franchise holder.

Currently, the ASAA Committee has a vacancy in one (1) of the "Citizen" positions. Upon advertising the position, the County received one application for membership from Nicole Pedersen. On May 14, 2024 the ASAA Committee voted to recommend appointing Ms. Pedersen with a term beginning on June 1, 2024 and ending on May 31, 2027.

**Fiscal Impact:** None

**Requested Action:** Approve the appointment of Nicole Pedersen to the Clatsop County Ambulance Service Area Advisory Committee to fill a Citizen position, with a term beginning on June 1, 2024 and expiring on May 31, 2027.

### Attachment List

A. Committee Application – Nicole Pedersen – 05.06.2024

# Committee, Board, and Commission Online Application: Submission #1

**Date**

2024-05-06

**Applicant Information**

Nicole Pedersen

42647 Stringtown Lane

Same

Astoria. 97103

[nicole.pedersen@hotmail.com](mailto:nicole.pedersen@hotmail.com)

5037913616

**Current Occupation**

Medical Office Manager

**Past Occupation (if currently retired)**

N/a

**Years Resident of County**

39

**In which Commissioner District do you reside?**

4

**Committee, Board or Commission Applied For**

Ambulance Service Advisory Council

**Background (relevant education, training, experience, etc.)**

AHS class of 2002, Clatsop Community College 2001-2003, Clark Community College  
2003-2004 Medical Office Administration Program

**Employment:**

1998-2001 Astoria Medical Services— office assistant/reception

2004-2015 Truman M Sasaki, MD, PC— MA/clinic management/billing & coding

2010-present Astoria Medical Services— clinic manager

**Describe your interest in serving on this Committee, Board or Commission:**

I am a near- lifelong Clatsop county resident with a deep appreciation for our community EMS providers who strive to deliver the most effective, timely care to those they serve. While not having served in EMS directly, I have developed a thorough understanding of pre-hospital care through the years. Part of my job includes liaising between several (between three and 7 at any one time) of the county's EMS agencies and their physician advisor— assisting with open communication over standing orders, protocol change, chart reviews, education, medication acquisition, and the like. It has always been a pleasure to help serve these providers who serve us— be they volunteer firefighters/EMTs or career EMS, and I look forward to the opportunity to participate in a new role.

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

May 22, 2024

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**Agenda Title:** Appointment to Elsie/Vine Maple Rural Fire Protection District (RFPD)  
**Category:** Business Agenda  
**Presented By:** Don Bohn, County Manager

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**Issue Before the Commission:** Appoint one member to the Elsie/Vine Maple Rural Fire Protection District (RFPD)  
**Informational Summary:**  
**Fiscal Impact:** N/A

**Requested Action:**

**“Move to approve \_\_\_\_\_ to serve on the Elsie/Vine Maple Rural Fire Protection District with a term expiring June 30, 2025.”**

**Attachment List**

A. Applications



# Elsie-Vinemaple RFD Board Application Form: Submission #1

## My Information

**First Name**

Patrick

**Last Name**

Millius

**City/Town**

Seaside

**State**

Oregon

**Zip Code**

97138

**Phone**

[5039331468](tel:5039331468)

**Email**

[prm2643@gmail.com](mailto:prm2643@gmail.com)

**1. Why are you interested in serving on the Elsie-Vinemaple Fire District Board?**

There has been a lot of contention on the issue and the much of community is polarized over this vital service board. I feel that I can be an influence to "mend fences" and help our community fire safety to move forward. I live about 1/4 mile from Firehouse 2, which seems to have been at the center of the controversy.

**2. How do you view the role of a board member?**

Oversight & Representation. The board's role is to verify operations are being properly carried out and to manage the budget of the Fire District and represent the best interests

of the community, while allowing the Fire Officials to implement and coordinate front line and day to day operations. Ideally this should be done in a collaborative environment, rather than the oppositional dynamic that seems to have grown at Elsie Vine-maple F.D.

**3. Describe the issues the Elsie-Vineapple RFD board will need to address in the next 3- 6 months and how you would approach them.**

1. Regain the trust of the community: Area residents are (rightly) concerned about our community's fire protection, especially with Summer coming. Whomever serves on the interim board must be able to have full transparency with the Officials and volunteers as well as the community at large.
2. Completion of repairs and renovation of Firehouse 2.
3. Audit and assess the condition of our equipment & take full advantage of any equipment that has been procure / offered and is not in service.
4. Going forward, revision of the charter, mission and purpose guidelines (if these exist), or instill new.
5. Once these items are in place the board will be able to recruit and retain volunteers, and ensure our volunteers receive the highest level of training feasible

These may not be listed in order of priority, as an outsider looking in I may have a different perspective once all information is available.

**4. What will be your three top priorities if you are selected as an Elsie-Vinemaple RFPD board member?**

1. Restore the trust and faith of the community - Full transparency to all stakeholders.
2. Training for Officials and volunteers - verify those who are still on the front line have adequate training, increase training where feasible and recruit more volunteers.
3. Equipment and facilities audit / inventory - Prioritize: What do we actually have in working order? What are the most important updates / upgrades / replacement items? What do we actually have the budget to do? What outside resources are available that are either paid for already, are offered gratis from outside agencies, or have enough investment in them that it does not make sense to abandon or forestall those investments.

**5. Have you served on a board before? If so, describe your experience and contributions.**

Not for a public entity. I have served on Leadership boards for private organizations

**6. Share some examples of your leadership experience.**

Professionally - I am a Superintendent for a largish medium sized General Contractor,

with a strong background in Healthcare construction. I deal daily with coordination of various competing interests regarding trade partners, my company's "brass" and owner/client interests. I manage risks daily, from site safety, to budget and schedule. I manage the project budget along with the Project Manager, Maintain and create safety plans schedules, logistics plans and staffing projections. I delegate daily and project wide responsibilities to foremen and General Foremen in a collaborative and effective manner. I have Superintendent and Collaborative leadership training certifications through the United Brotherhood of Carpenters. I also have mentored multiple current Superintendents, Assistant Superintendents and Foremen from the time they were apprentices.

Outside of work - I served in various capacities in the leadership of my son's Boy Scout Troop up until he "Eagled out" in 2014.

**7. What would be your approach in interactions with the Chair, other board members, staff and external stakeholders?**

Collaboration and transparency, keeping focus on the best interest of the community as a whole.

# Elsie-Vinemaple RFD Board Application Form: Submission #4

## My Information

**First Name**

Michael

**Last Name**

Carter

**City/Town**

SEASIDE

**State**

Oregon

**Zip Code**

97138

**Phone**

[5034405594](tel:5034405594)

**Email**

[signalwriter@gmail.com](mailto:signalwriter@gmail.com)

**1. Why are you interested in serving on the Elsie-Vinemaple Fire District Board?**

I believe the citizens of the Elsie-Vinemaple Rural Fire protection district need and deserve responsible and level-headed leadership. Mistakes have been made and our district needs a unified board that will be responsive and representative of the community. I believe my current and past board member experience in combination with the 26 years I have serving in public safety capacities will assist me in developing good working relationships with the remaining board, the volunteers and aid in restoring the public trust and confidence that it has lost.

## **2. How do you view the role of a board member?**

Board members serve at the pleasure of the public and are there to ensure overall duty of care for all fire department assets, legal procedures and direct engagement and public interface. You are an integral part of a team who have been elected or chosen to help solve problems and not create them, manage finances responsibly and provide oversight. Board members should prioritize the needs of the district, listen to feedback and requests from its volunteers and help build strong community relationships with residents, neighboring districts and our partners in EMS and Law Enforcement.

## **3. Describe the issues the Elsie-Vineapple RFD board will need to address in the next 3- 6 months and how you would approach them.**

The public trust and confidence has been damaged, the budget is in an unknown state and we have lost the bulk of trained and certified volunteers. The board has to cease being combative with members of the public, hold open and transparent meetings and focus on restoring full service capabilities to the district. The priority should be to restore services - especially with summer and tourists flooding the roads just around the corner, we really need our firefighters to return. Some olive branches need to be extended, relationships with volunteers repaired and some serious work done on our budget. As someone with 11 years of volunteer firefighting experience and 15 years in law enforcement, I have direct understanding of the specific needs of this district and its volunteers. I believe I have the right combination of diplomatic and interpersonal skills that will be needed to encourage rebuilding the trust, confidence and sense of "one team, one mission" back to our district. I believe we can continue with some of the good work the current board has started with the budget committee and partner with Special Districts and our neighbors to help us get back on our feet.

## **4. What will be your three top priorities if you are selected as an Elsie-Vinemapple RFPD board member?**

1. Restoring full capacity staff of certified volunteers / mending fences between current board members and the volunteers who are on voluntary leaves of absence.
  2. Understanding the current state of the budget, review of current spend and working to remedy any projected deficits.
  3. Restoring public trust and confidence by demonstrating a renewed commitment to transparency and by accomplishing the first two priorities.
- All the while, the board must also fill two remaining vacancies - this will require very careful and deliberate tact with a great deal of diplomacy because of the current division in the community over the recall and the fallout as a result.

**5. Have you served on a board before? If so, describe your experience and contributions.**

I presently serve as the elected Rural Law Enforcement Liaison for the Elsie area which sees me mostly engaged with the Sheriff's Office annual budget (~3yrs). As I'm sure you're aware, we are all looking for creative and strategic ways to help soften the significant financial impact of the State Forestry HCP. This work is ongoing - we review budget line items, suggest and approve alternative solutions and collaborate with CCSO management to promote financially viable planning and operations each year.

I also presently serve on the board of Nehalem Valley Community church, working with church members and providing operational and fiscal oversight in my capacity as senior pastor.(~19 yrs)

Prior - I served two years on an technical advisory board while working at American Express - collecting and reviewing various technical committee and subcommittee findings, coordinating stakeholder needs and providing advisory guidance for modifying almost all of AMEX's electronic billing / credit charge systems from ANSI X-10 standard to XML. (Translation: the board was charged with finding a path forward for our very old, legacy billing systems into more modern approaches supported by modernized banking standards and frameworks.)

**6. Share some examples of your leadership experience.**

I designed, championed and promoted significant system changes that saved City of Phoenix over \$8 million dollars (Sky Harbor International Airport parking system project) Effected direct and measurable increases in quality and productivity of separate business units and engineering teams by simply leading and encouraging stakeholders and contributors to communicate more effectively with each other and streamlining inter-departmental processes (Nike, Microsoft) - e.g. Nike's internal failed builds and errors dropped over 60% in the first 3 months. (All it required was someone to be an advocate for the changes and help communicate and mitigate risks and responsibilities.) As a police / fire chaplain, I have led individuals and small teams of traumatized responders to cope with their experiences at mass casualty scenes and fostered a more open and trusting, stigma-free environment where trust and confidentiality are prioritized.

**7. What would be your approach in interactions with the Chair, other board members, staff and external stakeholders?**

Such interactions are always about personal relationships. You have to build trust and respect - being sensitive to all sides, being willing to discover needs, listening first to

foster understanding. You can be technically correct on something, but horribly wrong in your delivery if you don't first build strong, foundational inter-personal relationships. If appointed, I need to build on that foundational part with the existing two board members and be a catalyst for unification. As a unified board, we will be successful as our renewed sense of direction and collaboration will encourage our staff, rebuild trust within our small community and neighboring districts. As a divided board we will not.

Thank you for your time and consideration.

# Elsie-Vinemaple RFD Board Application Form: Submission #5

## My Information

**First Name**

Stephen

**Last Name**

Pitkin

**City/Town**

Seaside/Elsie

**State**

Or.

**Zip Code**

97138

**Phone**

[503-799-0373](tel:503-799-0373)

**Email**

[sepitkin@gmail.com](mailto:sepitkin@gmail.com)

### 1. Why are you interested in serving on the Elsie-Vinemaple Fire District Board?

I have been a resident of Elsie for 21 years, a property owner for 33 years, and Owner of Oney's Restaurant in Elsie for 17 years ( 1994 - 2011). I have owned and operated several businesses, managed teams within organizations, served on a board of directors, fundraised for many events, and served in US Marine Corps. I'd be honored to contribute to EVRFPD community.

### 2. How do you view the role of a board member?



Advisor sharing responsibilities while working closely with other board members to improve functions within the organization.

**3. Describe the issues the Elsie-Vineapple RFD board will need to address in the next 3- 6 months and how you would approach them.**

Budget: Work with committee to establish and approve the 2024-25 budget.

Volunteer firefighters: Work on programs to recruit new volunteers, retain current ones, and encourage past volunteers to return.

Station 2: Work with construction committee to address Station 2 problems.

Funding: Investigate new and additional resources to bolster the financial viability of EVRFPD

**4. What will be your three top priorities if you are selected as an Elsie-Vinemaple RFPD board member?**

Volunteer firefighters

Station 2

Funding

**5. Have you served on a board before? If so, describe your experience and contributions.**

Industries for the Visually Impaired - Job training program for visually handicapped people.

**6. Share some examples of your leadership experience.**

1994 - 2011 Oneys Restaurant and Lounge: Business Owner

2008 - 2011 Main Street Saloon: Founder/Business Owner

1983 - 2000 Production Machine Tools: Co-Founder/General Manager

1977 - 1983 Nail Fast Inc. : Owner/ General Manager

1981 - 1982 Portland Machinery: Rebuild Division - General Manager

1973 - 1983 Protective Coatings Inc.: General Sales Manager

1969 - 1973 Mike Salta Pontiac: Assistant Sales Manager

1981 - 1983 Industries for the Visually Impaired: Board of Directors

1981 - 1982 OSHA/SAIF: Advisory Committee - Industry Representative

1977 - 1981 Kelly Ault Cystic Fibrosis Memorial Fund : Founder/Director

1966 - 1969 United States Marine Corp

**7. What would be your approach in interactions with the Chair, other board members, staff and external stakeholders?**

Listen, suggest, discuss, and work as a team to provide logical solutions and recommendations to operate, improve, and insure current and the future success of EVRFPD.

# Elsie-Vinemaple RFD Board Application Form: Submission #6

## My Information

**First Name**

Cassandra

**Last Name**

Messing

**City/Town**

Seaside

**State**

OR

**Zip Code**

97138

**Phone**

[5037131020](tel:5037131020)

**Email**

[Calderoncc88@gmail.com](mailto:Calderoncc88@gmail.com)

**1. Why are you interested in serving on the Elsie-Vinemaple Fire District Board?**

To serve the community and to ensure the community is involved and has appropriate influence of the board member decision. Ensure transparency to ensure the community is not in the dark surrounding the Elsie-Vinemaple Fire District issue, news, and changes. Bring confidence back to our community that was lost.

**2. How do you view the role of a board member?**

As a servant and advocate to the community, as well as a team member to back the Fire Department and their employees and volunteers.

**3. Describe the issues the Elsie-Vineapple RFD board will need to address in the next 3- 6 months and how you would approach them.**

Rally to regain the confidence of our lost volunteers, ensure we expand on information outlets beyond social media. Social media is preventing many community members from being properly informed. Individuals were removed from the volunteer line up on the website without their knowledge, after serving for us for many years.

**4. What will be your three top priorities if you are selected as an Elsie-Vinemapple RFPD board member?**

Restoring confidence and the feeling of safety of the community. Work to bring back volunteers and rectify what was done to the ones forcibly removed. Ensure the budget is used properly and by the book, preventing any contingencies that may happen within our control.

**5. Have you served on a board before? If so, describe your experience and contributions.**

No.

**6. Share some examples of your leadership experience.**

I have been a compensation analyst for nearly a decade and been headed the compensation department for the last four years. I lead the compensation philosophy, create and maintain compensation scale/structure and advise Executives and Managers on legalities, wage proposals, present changes and everything compensation or JD related I do independently. I have a fair amount of consulting. I have served in medical, education, technology, software, retail, and people services fields.

**7. What would be your approach in interactions with the Chair, other board members, staff and external stakeholders?**

Respectfully and open minded. I am not stonewalling anyone. Even the current members. I am always open to change in opinion based on other individuals feedback, facts and objectives. I don't know what I don't know and am happy to learn the ins and outs of everything people are willing to offer. No insight should be treated as less than from anyone else's.

# Elsie-Vinemaple RFD Board Application Form: Submission #7

## My Information

**First Name**

Michael

**Last Name**

Stahly

**City/Town**

Seaside

**State**

Oregon

**Zip Code**

97138

**Phone**

[5037390270](tel:5037390270)

**Email**

[mhstahly@yahoo.com](mailto:mhstahly@yahoo.com)

**1. Why are you interested in serving on the Elsie-Vinemaple Fire District Board?**

To support the volunteer fire team and the fire district.

**2. How do you view the role of a board member?**

A fire district board member is one of a group of five people who make it possible from an administrative standpoint for the fire department to perform their job protecting the community.

**3. Describe the issues the Elsie-Vineapple RFD board will need to address in the next 3- 6 months and how you would approach them.**

The board will need to obtain a permanent fire chief and settle any construction issues and inspections concerning the Station #2 building.

**4. What will be your three top priorities if you are selected as an Elsie-Vinemaple RFPD board member?**

1. Fire chief.
2. Stable funding.
3. Station #2 and community center.

**5. Have you served on a board before? If so, describe your experience and contributions.**

I served on the Jewell School District board for two terms. Issues included a change of Superintendents, building a new gym and building additional housing for district employees.

**6. Share some examples of your leadership experience.**

I was board chair for the Jewell School district during part of my two terms on the board.

**7. What would be your approach in interactions with the Chair, other board members, staff and external stakeholders?**

A board member has no authority on their own. Only as a member of the whole board can any decisions or determinations be made concerning the district they represent. A board member must be open to all voices in the district.

# Elsie-Vinemaple RFD Board Application Form: Submission #8

## My Information

**First Name**

Eric

**Last Name**

Alderson

**City/Town**

Jewell/Seaside

**State**

Or

**Zip Code**

97138

**Phone**

[5035454414](tel:5035454414)

**Email**

[bpsalderson@yahoo.com](mailto:bpsalderson@yahoo.com)

**1. Why are you interested in serving on the Elsie-Vinemaple Fire District Board?**

I, and my family have always tried to serve our community. In the 80's and 90's both my Father and Mother were volunteers and when I became of proper age I became a Junior Firefighter before I went into the United States Marine Corps.

**2. How do you view the role of a board member?**

They are meant to assist in facilitating Fire Department projects and training by following proper budget and state mandated rules and regulations.

**3. Describe the issues the Elsie-Vineapple RFD board will need to address in the next 3- 6 months and how you would approach them.**

There seems to be a real disconnect now in being transparent with the community and I would like to get back to hearing what the community needs and away from telling them what they need after the issues have been decided behind our backs. The issue of our chief stands for most in my mind as I don't understand how we can bring on a new one who was under investigation at his previous post and also doesn't actually live in our community.

**4. What will be your three top priorities if you are selected as an Elsie-Vinemapple RFPD board member?**

- 1-Review the budgeted projects and discontinue un-needed spending
- 2-Review the circumstances regarding the dismissal of former Chief Mike Wammack and ensure that he was released with due cause.
- 3-Review department training guidelines and the conduct of fire department personnel.

**5. Have you served on a board before? If so, describe your experience and contributions.**

No I have not.

**6. Share some examples of your leadership experience.**

I am a United States Marine and while I was in I oversaw a number of other Marines in the performance of Aviation Ordnance equipment maintenance. I was also a former retail manager of Lumbermens Building Center in Seaside, and am currently the Head of Security for Allied Universal Security at the Windham Resort in Seaside.

**7. What would be your approach in interactions with the Chair, other board members, staff and external stakeholders?**

I have always worked well with others and would look forward to seeing what the community really wants out of our Fire Department. I am a proactive person and I believe in finding where problems may arise and work to head them off before they come into being.



# Elsie-Vinemaple RFD Board Application Form: Submission #9

## My Information

**First Name**

Joan

**Last Name**

Layman

**City/Town**

Seaside

**State**

Oregon

**Zip Code**

97138-6073

**Phone**

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[joanelay@gmail.com](mailto:joanelay@gmail.com)

**1. Why are you interested in serving on the Elsie-Vinemaple Fire District Board?**

I have been a life long resident in the Elsie Vinemaple Fire District. I am interested in seeing the fire district improve and continue to move in a positive direction.

**2. How do you view the role of a board member?**

In my view the role of a board member is to provide oversight. Developing and updating policies and bylaws in accordance with state and federal laws. Making sure that the RFD is in compliance with laws and regulations. Ensuring responsible stewardship of public funds and property and that decisions are made in the fire district's best interests.

**3. Describe the issues the Elsie-Vineapple RFD board will need to address in the next 3- 6 months and how you would approach them.**

The fire department is in the process of rebuilding from the ground up. The community is currently very divided, being open and transparent with communication in the hopes of bridging as much of that gap as possible. Putting the most qualified people in key leadership positions to ensure positive growth will be challenging but is crucial.

**4. What will be your three top priorities if you are selected as an Elsie-Vinemapple RFPD board member?**

My top 3 priorities would be 1. Safety and proper training of volunteers. 2. Proper maintenance of equipment, vehicles & facilities. 3. Looking for different revenue sources such as grants and other fundraising opportunities.

**5. Have you served on a board before? If so, describe your experience and contributions.**

NO

**6. Share some examples of your leadership experience.**

I am currently Transportation Supervisor at Jewell School, a position I have held for over 7 years. I was OSEA President for 18 years, in that role I have attended countless school board meetings and have been spokesperson during multiple contract negotiations.

**7. What would be your approach in interactions with the Chair, other board members, staff and external stakeholders?**

My approach with the Chair, other board members and staff would be to listen intently, ask questions and learn as much as I can about the workings of the fire district. With the external stakeholders I think it is very important that they feel heard and their questions are answered to the extent that they can be. Open, clear and honest communication is key.

# Elsie-Vinemaple RFD Board Application Form: Submission #10

## My Information

**First Name**

Hans

**Last Name**

Mulder

**City/Town**

Seaside/Elsie

**State**

OR

**Zip Code**

97138

**Phone**

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**Email**

[elsievinemapleFD@gmail.com](mailto:elsievinemapleFD@gmail.com)

**1. Why are you interested in serving on the Elsie-Vinemaple Fire District Board?**

I have been the Asst Chief of this Fire Dept for the past 29 Years. The existing fire board has been breaking laws and their own policies.

I have been the bookkeeper for the district for about 25 years with no problems until this board accused me of stealing. I have been an EMT-I for 27 years as well as a firefighter II level for 15 years or so.

**2. How do you view the role of a board member?**

Honest, responding to the public, financially responsible, Loyal to the community, working

with the budget and staying within the budget. Making sure the Chief is aware of any problems and listening to him to get the problems solved. Working together to make the community safer.

**3. Describe the issues the Elsie-Vineapple RFD board will need to address in the next 3- 6 months and how you would approach them.**

bring the district back within the budget. Put the budget for this next cycle together and implement it. Helping the Chief to better communicate with the community and making sure we all work together. No personal gain. Make sure the chief has what he needs to help train the personnel and maintain their certifications. Make sure the equipment is working to meet our needs by again working with the chief.

**4. What will be your three top priorities if you are selected as an Elsie-Vinemapple RFPD board member?**

budget,

work together in communications with the community and the chief and his crew, make sure all the policies and laws are abided by.

**5. Have you served on a board before? If so, describe your experience and contributions.**

Firefighter's Association-fundraising, treasurer,

NV Alert-treasurer, fundraising

LasVegas Search and Rescue- Captain of the SAR organization, reserve deputy sheriff, all rescue and high angle rescue.

LasVegas Traffic Signal Field Supervisor in charge of 3 shifts a day year round

Teaching electronics to employees of the Nevada Nuclear test site (federal clearance)

**6. Share some examples of your leadership experience.**

Training/teaching in rescue, medical, and fire, Assistant Chief

teacher at Las Vegas community college electronics,

for about 5 years I was in charge of the Fire department in Elsie after the chief lost his wife from a fatal accident, to put his life with his 9-month-old son back together.

Dealer at the LV SAHARA Hotel and Casino- You have to lead and communicate with the public

**7. What would be your approach in interactions with the Chair, other board members, staff and external stakeholders?**

Communications need to be open and honest with the other members of the board, the chief and the community. That is my plan. I plan on obeying all the policies and laws. As it should be.

# Elsie-Vinemaple RFD Board Application Form: Submission #11

## My Information

**First Name**

Edward

**Last Name**

Van Dyke

**City/Town**

Seaside

**State**

OR

**Zip Code**

97138

**Phone**

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**1. Why are you interested in serving on the Elsie-Vinemaple Fire District Board?**

I am a past Board member of the Elsie-Vinemaple Fire District Board and believe in transparency and honest governing. During my last tenure I would often challenge the spending of tax payers money and operational control of the department to the Chief and Assistant Chief. These challenges were met with anger and threats of resignation from both of them. I elected not to run for another term on the board because I felt we were not making any headway with the challenges that were apparent with the leadership team at the time. The most recent Board with like minded members evaluated the leadership and developed an action plan to improve the department in leadership,

operational, accountability, and transparency with eye opening results. Unfortunately 3 of the 5 Board members were recalled and this progress is in jeopardy. This is why I want to be considered to be appointed for the Elsie-Vinemapple Fire Board.

**2. How do you view the role of a board member?**

The role of a board member is to act as a "checks and balance" conduit, to ensure that tax payers monies are managed appropriately; to ensure that the Fire Department can supply the best fire and medical services possible with the resources available.

**3. Describe the issues the Elsie-Vineapple RFD board will need to address in the next 3- 6 months and how you would approach them.**

1. To continue transparency of the Elsie-Vinemapple RFD. This is imperative in starting the mending process of a split community. Working with current leadership and continue to advertise with invitations to Board meetings and request for volunteers.
2. Continuing the efforts of the past board in working with the county getting Station 2 compliance with building codes, etc. Would continue to work with the assigned compliance team.
3. Personal safety equipment serviceability needs addressed. We have over \$10,000 of new turn-outs that are missing from our inventory, thus requiring our volunteers to wear older turn-outs for their protection. Work with the Fire Association and grant writers to provide funding for new turn-outs and gear.

**4. What will be your three top priorities if you are selected as an Elsie-Vinemapple RFPD board member?**

1. Working with the interim Chief increasing the volunteer base to ensure that Elsie-Vinemapple Fire District has an ample base to continue supplying fire and medical services to the community.
2. Working with the interim Chief to continue getting the 3 stations in serviceable working condition. Clearing out outdated and broken equipment to include medical supplies and fire apparatus.
3. Working with the interim Chief in getting Station 2 in compliance with all laws and regulations with the County.  
with the limited resource left available.

**5. Have you served on a board before? If so, describe your experience and contributions.**

Yes - as I mention above I served on the Elsie-Vinemapple RFD Board.

**6. Share some examples of your leadership experience.**

22 years US Army retired as SGM

Served as Deputy Director for Oregon Department of Veterans Affairs retired 2016

Father of 10 wonderful children

**7. What would be your approach in interactions with the Chair, other board members, staff and external stakeholders?**

I believe in open, honest communication. I stay level headed and listen during conversations, but can be firm when needed. Listening and being respectful is a key to any successful interaction; without it frustration and anger are the deciding factors. There is NEVER a place where emotions overpower facts, and the ability to reason when communicating about an issue.

# Elsie-Vinemaple RFD Board Application Form: Submission #12

## My Information

**First Name**

Justin

**Last Name**

Wagoner

**City/Town**

Elsie Vinemaple

**State**

Oregon

**Zip Code**

97138

**Phone**

[503-568-2589](tel:503-568-2589)

**Email**

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**1. Why are you interested in serving on the Elsie-Vinemaple Fire District Board?**

I think I could be a valuable member of the board. I have 30 years of commercial construction experience. I am currently a foreman in good standing with PNW Carpenter's union. I have been working at the same semiconductor plant for the same company for the last 6 years. My experience as a foreman for 20+ years has given me the skills to lead by example, encourage and empower the people I'm directing, and to avoid or resolve conflict by talking through things rationally and allowing people to feel heard. As a graduate of Banks Fire Academy and my experience as a volunteer firefighter, I have a pretty good understanding of the day to day operations of the department, and the needs



of the volunteers and community. Having passed the Oregon EMR certification, I have a basic understanding of the roles of medical personnel and the ethics involved in dealing with patients and their privacy and well being. It is my hope that we can create an inclusive, safe, emotionally rewarding atmosphere within the department and community that will encourage some of our volunteers to return, attract new volunteers, and restore the faith of the community.

## **2. How do you view the role of a board member?**

A good board facilitates the provision of the necessary supplies and tools the department needs by managing the budget responsibly, and helping to make sustainable plans. It is important to think about not just the immediate needs of the department and community, but also the future. We need immediate, short term, and long term goals that reflect the evolution of our community based on housing trends, population growth, and potential inflation rates. It's important that board members are respectful and open to the ideas and input of their fellow board members, the Fire Chief, the volunteers, and the community. I think the board should also observe how neighboring district boards operate and foster positive relationships that instill confidence in our mutual aid agreements, while remaining resolute in the care of our own community and residents. The board should function as a part of a checks and balances system with the chief and the community rather than just an authoritarian body.

## **3. Describe the issues the Elsie-Vineapple RFD board will need to address in the next 3- 6 months and how you would approach them.**

Some of the main issues we will need to address are being more transparent with the finances and spending of the department, determining who our long term chief is going to be, getting back some or all of our volunteers, encouraging new volunteers to join the department, resolving the conflicts that have broken up the department and divided the community, and deciding as a community how to utilize the part of station 2 that was prospectively going to be a community center and how to feasibly achieve that purpose without losing sight of our primary purpose as a department which is safety and responding to 911 dispatches. I would approach financial transparency by making our treasures reports include all incoming and outgoing funds for the month along with the sources and recipients of said funds. I would make the details of our interim chief's contract public record minus any personal information as well as any other present or future paid staff. I would advocate for asking former Chief Mike Wammack to resume the role of chief as soon as it is legal to do so, or find another qualified willing resident member of our community to assume the role. We need a chief that is first and foremost present and available during emergencies, as well as a person that our firefighters know

and trust. We need a chief with advanced medical training and experience who is dedicated to the department and the community 7 days a week at a moments notice. I think finding the right chief would go a long way in getting back many of our volunteers. I think engaging the community more and seeking their input as to what they feel the needs and goals of the department should be. We could take polls on the website and social media pages as well as mailing out questionnaires so as to include the large portion of our community that lacks internet access. I think some pertinent questions to start with would be what the future use of the "community center" at station 2 should be and preferences on how to finance it. Enquiring about people's interest in volunteering for the department, and making it clear that there are many roles that average people can play. I think it's important for potential volunteers to realize that they don't have to run into burning buildings to be of service. We need people to direct traffic, write charts, help with upkeep and organization of our stations. If you have a desire to serve your community we can find a valuable role for you. I think an attitude of transparency and inclusivity is what it is going to take to heal the rifts in our department and our community, and attract new and returning volunteers.

**4. What will be your three top priorities if you are selected as an Elsie-Vinemaple RFPD board member?**

1. Complete financial transparency at board meetings, as well as open in depth discussion of important matters and decisions.
2. Finding a qualified dedicated resident of our community to assume the role of chief.
3. Getting our old volunteers back as well as attracting new volunteers, so that we have a competently staffed department that is Since capable of responding with the appropriate Apparatus and qualified medical and fire personnel in a timely manner.

**5. Have you served on a board before? If so, describe your experience and contributions.**

Shortly after I joined the department I was approached by the members firefighters association who asked me to take on the roll of Treasurer as their current treasurer had moved and was stepping down. I acted as their treasurer for the remainder of the fiscal year. My duties as treasurer were to give a financial report at each monthly meeting. I would the current and previous monthly balance and the details of all expenditures and funds received that month. I also filed the appropriate tax forms and non profit forms with the state for that year. This year I was nominated and elected to the role of vice president of the Elsie Vinemaple Firefighter's Association. My duties as the vice president are to the constitution and bylaws, and to take on the duties of president in their absence

**6. Share some examples of your leadership experience.**

My earliest leadership experience as a child and adolescent came from my involvement with Boy Scouts of America, and various sports, culminating in highschool as captain of my highschool wrestling team and being a member of National Honor Society. As an adult most of my leadership has been work related. I began running jobs as a foreman in my early twenties. During my time in Florida I was a scaffold foreman on the construction of the Delta IV launchpad as well as many other smaller jobs at Cape Canaveral. I lead many scaffold crews at Disney, universal Studios Islands of Adventure, rides and attractions at Sea World, and many other large commercial construction projects. Before leaving Florida in 2009-2010 I was the general foreman over the Peabody hotel, water park and convention center expansion overseeing more than 30 workers on upwards of 10 crews at times. I'm currently working as a union carpenter and foreman overseeing 3 to 5 crews at an operating semiconductor plant in Hillsboro. Our current goal is to cut down on wear and tear on the equipment we built 5 years ago by fine tuning the alignment plumb and leveling. My current tolerances for level on a 5' by 50' structure are  $0.05^\circ$ , and tolerance for plumb is 1mm/m of elevation. It's been my duty to figure out the methods to achieve these tolerances, and then teach my coworkers how to accomplish the same goals, identify the worker's strengths and weaknesses, figuring out who is most useful where, who can get along and function as a team, and trying to make all of them feel valued and appreciated.

**7. What would be your approach in interactions with the Chair, other board members, staff and external stakeholders?**

I'm honest, fair, polite, and direct.

# Elsie-Vinemaple RFD Board Application Form: Submission #13

## My Information

**First Name**

Deidra

**Last Name**

Pitkin

**City/Town**

Seasie / Elsie

**State**

OR

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97138

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**1. Why are you interested in serving on the Elsie-Vinemaple Fire District Board?**

I am applying for a position on the EVRFPD board because I have seen first hand the needs of our department. I feel like I can be a positive asset to the community.

In my business, my overall daily job duty is to protect the life, safety and welfare of the public. I feel like I can apply my knowledge and skills to our board and to our community.

**2. How do you view the role of a board member?**

A board member is a leader willing to make positive changes, one who oversees the daily

operations, provides direction, and puts policy in place.

**3. Describe the issues the Elsie-Vineapple RFD board will need to address in the next 3- 6 months and how you would approach them.**

~Recruit Firefighters

We need more volunteer firefighters.

I would be pro-active in recruitment ideas and provide a path to grow our volunteer fire team. I would promote advertising and recruitment events. I would put the people from our community in place to work the recruitment events.

~Create a United Community

I would be a leader in strengthening our community.

I would put people in place to facilitate community outreach programs, fundraisers, community events, and overall inspire community to unite and enhance the growth of our department. It is essential we utilize the peoples skills as it is essential to our growth.

~Upgrade Building, Supplies, Technology, Vehicles

We need to upgrade in all areas. We cannot efficiently fight fires and provide rescue if we do not have functional and operating vehicles, supplies and technology. I would oversee what has and has not been maintained and what needs to be upgraded. I would assist in facilitating grants to upgrade our buildings, supplies, technology and vehicles.

**4. What will be your three top priorities if you are selected as an Elsie-Vinemapple RFPD board member?**

~Recruit Firefighters

~Enhance Technology

I would work in all areas to provide a solid foundation for the growth of our department. Including facilitating the trades to finishing the construction on Station 2, Upgrading Station 1 and 3. Upgrading Supplies, Technology, Apparatus, etc...

~Budget

I would ensure taxpayer dollars are being allocated so that it promotes the highest quality of fire and emergency services for the dollars expended. I would oversee the budget and analyze our expenditures and provide communication to the public.

**5. Have you served on a board before? If so, describe your experience and contributions.**

No. However, I have the enthusiasm, dedication and skills to enhance the community and

be a team player on our board.

**6. Share some examples of your leadership experience.**

I am a leader in the design and building industry. I have been an owner of my design business for over 14 years. I manage a team of consultants, coordinate with multiple trades, and work with agencies on local, state and federal level on a daily basis. I facilitate design and put people in place to perform the jobs. Prior to my college education I worked under my father, a CPA, Auditor and Financial Planner. Most of my leadership has been business orientated. Growing, producing, staying on top of technology to succeed.

**7. What would be your approach in interactions with the Chair, other board members, staff and external stakeholders?**

I would provide open communication to the board and the people of the community. I would listen to thoughts and ideas presented and collaborate with the team. I would ask questions where I do not understand. I believe open and honest communication is the key to success.

# Elsie-Vinemaple RFD Board Application Form: Submission #14

## My Information

**First Name**

Ron

**Last Name**

Weber

**City/Town**

Seaside

**State**

OR

**Zip Code**

97138

**Phone**

[303-359-7220](tel:303-359-7220)

**Email**

[sweber1950@aol.com](mailto:sweber1950@aol.com)

**1. Why are you interested in serving on the Elsie-Vinemaple Fire District Board?**

Because I want to bring honesty, transparency, fiduciary responsibility, moral values, unwavering determination and life experience to Elsie Fire District's individuals, families and businesses for their safety and wellbeing.

**2. How do you view the role of a board member?**

This involves budget decisions, policies, equipment to ensure safety and firefighter effectiveness. Engage with the public and collaborate solutions to Fire District problems to support our mission.

**3. Describe the issues the Elsie-Vineapple RFD board will need to address in the next 3- 6 months and how you would approach them.**

Make certain our current proposed budget is in order. Prepare our volunteers to have the proper PPE and that the needed vehicle's are in repair for the upcoming fire season. Update and organize medical supplies. Work with the County Engineers to see how to place our Station 2 into a working Fire Station -for Volunteer training and find grants to make this doable. Fix Station 2 leaking roof. Figure out where to get the money out of the Fire District budget to pay for the Fire Board Recall.

**4. What will be your three top priorities if you are selected as an Elsie-Vinemaple RFPD board member?**

Have the proper information from last years budget to aid in creating the current years budget. Make certain our Medical supplies are in updated order. Obtaining grants for our needed vehicle upkeep.

**5. Have you served on a board before? If so, describe your experience and contributions.**

Yes. always being proactive, a problem solver. Being approachable. Doing what the majority votes for. Having the betterment of the whole in mind.

**6. Share some examples of your leadership experience.**

President- Weber Investments LLC (Rental properties), Former President of Local 256- Brotherhood of Locomotive Engineers, Denver CO. (Ten plus years). Former Leader in Jewell- Clatsop County Planning Commission. Former President of Elsie Firefighter's Association (four and a half years). Current President Jewell Elsie Firewood Assistance (providing firewood for folks in our area who are unable to get firewood ).

**7. What would be your approach in interactions with the Chair, other board members, staff and external stakeholders?**

I am very familiar with Parliamentary Procedure and Roberts Rules of Order. Professional, cordial and courteous environment. Listening to others, developing positive and collaborative relationships.



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

May 22, 2024

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**Agenda Title:** Ordinance 2024-15 Amending Park Rules  
**Category:** Public Hearing  
**Presented By:** Steve Meshke, Natural Resources Manager, Parks Department

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**Issue Before the Commission:** This is the first reading and public hearing of Ordinance 2024-15, which amends Clatsop County Code Chapter 12.28 (Ordinance 99-13) regarding park rules for moorage and use of transient docks in County Parks.

**Informational Summary:** The 350-foot transient dock located at Westport County Park serves as a place that boaters may tie-up to and spend up to 72-hours moored while boating the lower Columbia River. With completion of the boating facility the transient dock was posted with a 72-hour tie-up limit sign. This 72-hour tie-up limit was never adopted into our park regulations for enforcement purposes. The purpose of this ordinance is to amend the park rules and regulations for use of transient docks in Clatsop County Parks.

This ordinance will address the following items: 1. The 72-hour time limit and occupancy of boats moored at the transient dock in Westport Park. 2. All boats must be in a seaworthy condition and capable of moving under its own power. 3. All types of BBQ's and fire pits are prohibited from use on the docks. 4. Disorder and indecorous conduct by boat owner/operator or guest will be subject to immediate removal of the boat from the dock and banned from future use of the transient dock.

**Fiscal Impact:** No fiscal impact.

### **Requested Action:**

*I move we continue the public hearing on this matter to our June 12, 2024 meeting, and conduct the second reading at that time"*

### **Attachment List**

- A. Ordinance 2024-15, Ordinance Amending Clatsop County Code Chapter 12.88 (Ordinance 1999-33) Regarding Park Rules.

IN THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

ORDINANCE 2024-15	)	AN ORDINANCE AMENDING
	)	CLATSOP COUNTY CODE CHAPTER
	)	12.28 (ORDINANCE 1999-13)
	)	REGARDING PARK RULES

The Board of Commissioners of Clatsop County, Oregon ordains as follows:

SECTION 1. SHORT TITLE

This ordinance shall be entitled and shall be known as the “Ordinance Amending Clatsop County Code Chapter 12.28 (Ordinance 99-13) Regarding Park Rules”.

SECTION 2. PURPOSE

The purpose of this ordinance is to amend park rules and regulations for moorage and use of transient docks in Clatsop County Parks.

SECTION 3. CONFORMANCE OF STATE LAW

This ordinance shall not substitute for nor eliminate the necessity for conformity with any and all laws or rules of the State or Oregon, or its agencies, or any ordinance, rule, or regulations of Clatsop County.

SECTION 4. INCONSISTENT PROVISIONS

This ordinance shall supersede, control and repeal any inconsistent provision of any County ordinance as amended or any other regulations made by Clatsop County.

SECTION 5. SEPARABILITY

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not effect the validity of the remaining portions of this ordinance.

## SECTION 6. EFFECTIVE DATE

This ordinance shall take effect on the 30<sup>th</sup> day following adoption by the Board of Commissioners as provided in Chapter III, Section 8 of the Home Rule Chapter for the Government of Clatsop County.

## SECTION 7. ADOPTION CLAUSE

The Board of Commissioners hereby amends Clatsop County Code Chapter 12.28 (Ordinance 99-33) as follows:

**Section 12.28.020 Definitions**, is amended to add:

“Transient Tie-Up Dock” means a floating structure used for short-term boat tie-up or overnight moorage for a limited duration.

**Section 12.28.30 Park Restrictions**, is amended as follows:

Item G. is amended to read:

4. Westport County Park Transient Dock is a temporary tie-up and limited overnight moorage dock. Boats are limited to either a 72-hour continuous tie-up period or 72-hours cumulative tie-up, within a 10-day period. No boat shall be left unattended for more than 4-hours over a 24-hour period.
5. All boats moored at the transient dock must be in a seaworthy condition and be capable of moving using its own power. No boat shall create a fire hazard, a sinking hazard or an unsightly condition. Unseaworthy boats are prohibited at the transient dock.
6. The use of propane, wood, wood pellet or charcoal briquette fire pits or BBQ's is prohibited on the transient dock surface.
7. Disorder, depredations, or indecorous conduct by boat owner/operator and/or their guests will be subject to the immediate removal of the boat in question from the transient dock. The boat of any boat owner/operator who causes or threatens harm to the person or property of any other Boat Owner, Clatsop County Park staff or Park Host, or member of the public will also be subject to immediate removal from the transient dock and banned from future use.

BOARD OF COMMISSIONERS FOR  
CLATSOP COUNTY, OREGON

By: \_\_\_\_\_  
Mark Kujala, Chair

Effective Date: \_\_\_\_\_

By: \_\_\_\_\_  
Recording Secretary

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

May 22, 2024

---

**Agenda Title:** Granting Solid Waste Franchise – Waste Management of Oregon Inc.  
**Category:** Public Hearing  
**Presented By:** Anthony Pope – County Counsel

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**Issue Before the Commission:** Shall Clatsop County grant a franchise to Waste Management of Oregon Inc. for solid waste collection.

**Informational Summary:** On February 23<sup>rd</sup> 2022, Clatsop County adopted a Solid Waste Control Ordinance (Chapter 8.24) which requires any company who collects solid waste or recyclables or both, as described in ORS 459 and 459A in Unincorporated Clatsop County to have a Franchise.

On February 26<sup>th</sup>, 2024 the County received an application for a Solid Waste franchise from Waste Management of Oregon Inc.. This application has been reviewed by the County Managers Office who has determined that the application meets the requirements specified in Section 8.24.170. Based on this review, the County Manager is recommending Granting the application.

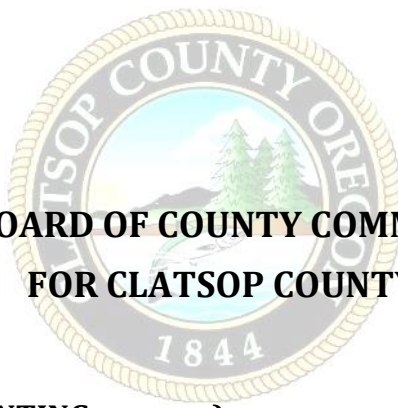
On May 8<sup>th</sup>, 2024 the Board voted to continue this public hearing until May 22, 2024 to allow for further public comment and for the County to provide clarifying information to the Community.

If the Board votes to grant the franchise, County will enter into a Solid Waste Franchise agreement with Waste Management of Oregon Inc.

**Requested Action:** Grant Waste Management of Oregon Inc's. application for a Solid Waste Franchise.

### Attachment List

- A. Application – Waste Management of Oregon Inc.
- B. Order granting application



**IN THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY**

IN THE MATTER OF GRANTING )  
SOLID WASTE COLLECTION ) RESOLUTION AND ORDER  
FRANCHISE TO WASTE MANAGEMENT )  
OF OREGON INC. )

**WHEREAS**, the Board of Commissioners adopted a Solid Waste Ordinance, codified as Chapter 8.24 of the Clatsop County Code, for the regulation and the control of solid waste in Clatsop Count; and

**WHEREAS**, pursuant to Section 8.24.120, a franchise issued by Clatsop County is necessary for the collection of solid waste within unincorporated Clatsop County; and

**WHEREAS**, Waste Management of Oregon Inc. submitted an application for a collection franchise for the area found in Exhibit A; and

**WHEREAS**, pursuant to 8.24.170 the County Managers office is recommending approving their application; and

**NOW THEREFORE, IT IS HEREBY RESOLVED AND ORDERED:**

- 1) The application for solid waste collection by Waste Management of Oregon Inc. be approved.
- 2) An exclusive franchise for the area indicated in Exhibit A be granted for a period to expire June 30, 2029. This franchise term shall be automatically extended for one (1) additional year, unless either the County or the franchise holder provides written notice of its intent not to extend, at least thirty (30) days prior to such yearly anniversary.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BOARD OF COMMISSIONERS FOR  
CLATSOP COUNTY, OREGON

Mark Kujala, Chair



**Public Sector Manager, Dave Huber. [dhuber@wm.com](mailto:dhuber@wm.com). 503-462-0507.**

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3. Name, address, and telephone number of person that County can contact in case of emergencies of any type (If same as applicant, write S/A). **For emergencies, contact either of the following Route Managers. Josh Peters, [jpeter22@wm.com](mailto:jpeter22@wm.com). 503-686-8861. Nick Ries, [nries@wm.com](mailto:nries@wm.com). 503-680-4239. You can also contact Dave Huber, Public Sector Manager-S/A.**

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4. Name, address and telephone number of person responsible for handling complaints: (If same as applicant, write S/A). **All complaints should be directed to the two route managers above in #3.**

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5. Name, address and telephone number of business location: (If same as applicant write S/A). **Same as above**

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6. Has applicant or any of its principal partners, owners, shareholders or officers ever declared bankruptcy or become insolvent? **X** No \_\_\_\_\_ Yes. (If yes, give details).

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7. Has applicant, or any of its principal partners, owners, shareholders or officers been convicted of a crime involving injury to person or property or fraud or deception? **X** No



Yes. (If yes, give details). Not to my knowledge.

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8. Franchise Area: Accurately list and describe the area of your proposed franchise (include a map showing the area). If this application is for a Collection Franchise, describe the area and the landfill or other solid waste disposal site you will use for the waste or solid waste collected. If this application is for a Transfer Franchise, list the location of the transfer boxes and what site or facility will be used to receive the contents of the boxes and where the site is located.

The proposed franchise area is located in the Southeast corner of Clatsop County.  
The main thoroughfares include Hwy 202 from the Eastern side of the County line to Fishhawk Lake and as far West as Fishhawk Falls. The area also includes Hwy 103 from Jewell on the North end to Hwy 26 from the South. On the South end of Clatsop County, we service Hwy 26 to mile marker 18 from the West to the far East of Hwy 26 to the County line. We service all roads off of these main arterials for residential and commercial customers.

9. Is the area of the proposed franchise currently being serviced?      No   X   Yes. If Yes, give name and address of present service provider, describe in detail the service being provided and how the proposed service will differ, if at all. (Attach additional sheets if necessary.) WM is currently providing waste collection services in this proposed franchise area.

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10. Give the approximate number of households in the proposed franchise area: 280  
residential customers. 5 commercial customers.

11. If the area is presently being serviced, describe landfill or other solid waste disposal site(s) now being used for disposal of waste or solid waste collected: \_\_\_\_\_

This service area's MSW is currently being sent to the Columbia County Transfer Station in St. Helens, Oregon. From there, the waste is sent to the Wasco County Landfill. At times, this waste could go to the Forest Grove Transfer Station and then to the Coffin Butte Landfill in Monmouth, Oregon.

12. Discuss plans for receiving and/or storing source separated materials and providing for recycling in the franchise area: WM plans to submit proposed rates for every other week recycling service for our residential customers in Clatsop County. The services would include a 64-gallon recycling cart serviced every other week with a separate WM recycle truck. After picking up the recycling materials, WM would deliver the material to a recycling materials facility which is currently the Far West Recycling facility in Hillsboro, Oregon.

13. List any equipment you own or will use pursuant to any franchise that may be granted to you: The primary trucks/assets that are currently being used and will continue to use in

Clatsop County include the following. Residential truck #'s 108031, 105841 and 108030.

Commercial truck # 213402. Please see attached asset list.

14. Give the number of employees who will be used in the franchised operation. Also list their experience and length of employment with the applicant: (Attach additional sheets if necessary.) We currently utilize two residential employees and one commercial

employee. We will also use one industrial employee for any drop box needs in the county.

Please see attached list of WM employees with their years of experience. Please note, if every-other week recycling is approved, we will need an additional driver.

---

15. List, in detail, the anticipated method of operation, including projected times of collection within the franchise area: The method of operation includes utilizing an automated truck for residential routes. Garbage is serviced weekly, and recycling would be serviced every-other week if approved. Timelines for collection would be on Tuesday and Friday each week.

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16. Give the date when the applicant could commence service under the requested franchise:

We are currently servicing these customers and could continue to service them up until the franchise agreement is approved.

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17. List, or attach as a separate document, the rates that you propose to charge for your service. Explain the basis for these rates (i.e. how you arrived at the figure(s) given).

Please see attached.

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18. This application must be accompanied by a two hundred dollar (\$200) non-refundable application/investigation fee.

19. Once a franchise application is approved by the Board of Commissioners, the applicant must provide proof of the following:

A. Commercial General Liability insurance covering bodily injury and property damage. Clatsop County shall be listed as an additional insured.

B. Automobile Liability Insurance covering owned, hired, and non-owned vehicles.

C. Workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws, including employers' liability.

All insurance coverage shall be for no less than that required in Clatsop County Solid Waste and Recycling Administrative Rules. Franchisee shall file Certificates of Insurance with County Counsel before commencing any work under this franchise. The Certificate shall provide for thirty (30) days prior written notice of cancellation or material change. All insurance is subject to the approval of the County.

D. Permits required by the Oregon Department of Environmental Quality, the Oregon Public Utilities Commission and any other permits necessary for the conduct of the business of the franchise.

20. Other remarks or information the applicant wishes to bring to the attention of the Board of Commissioners: WM has provided service in this portion of Clatsop County for over 20-years.

---

I hereby swear or affirm that the information supplied herein is true and accurate.

APPLICANT:

  
Signature

David M Huber

Printed Name

2/26/2024

Date

**WM - Clatsop County Operations**  
**Rate Schedule**  
**For the Year January 1 - December 31, 2024**

(please note all rates include 5% franchise fee)

**Clatsop County Residential Service**

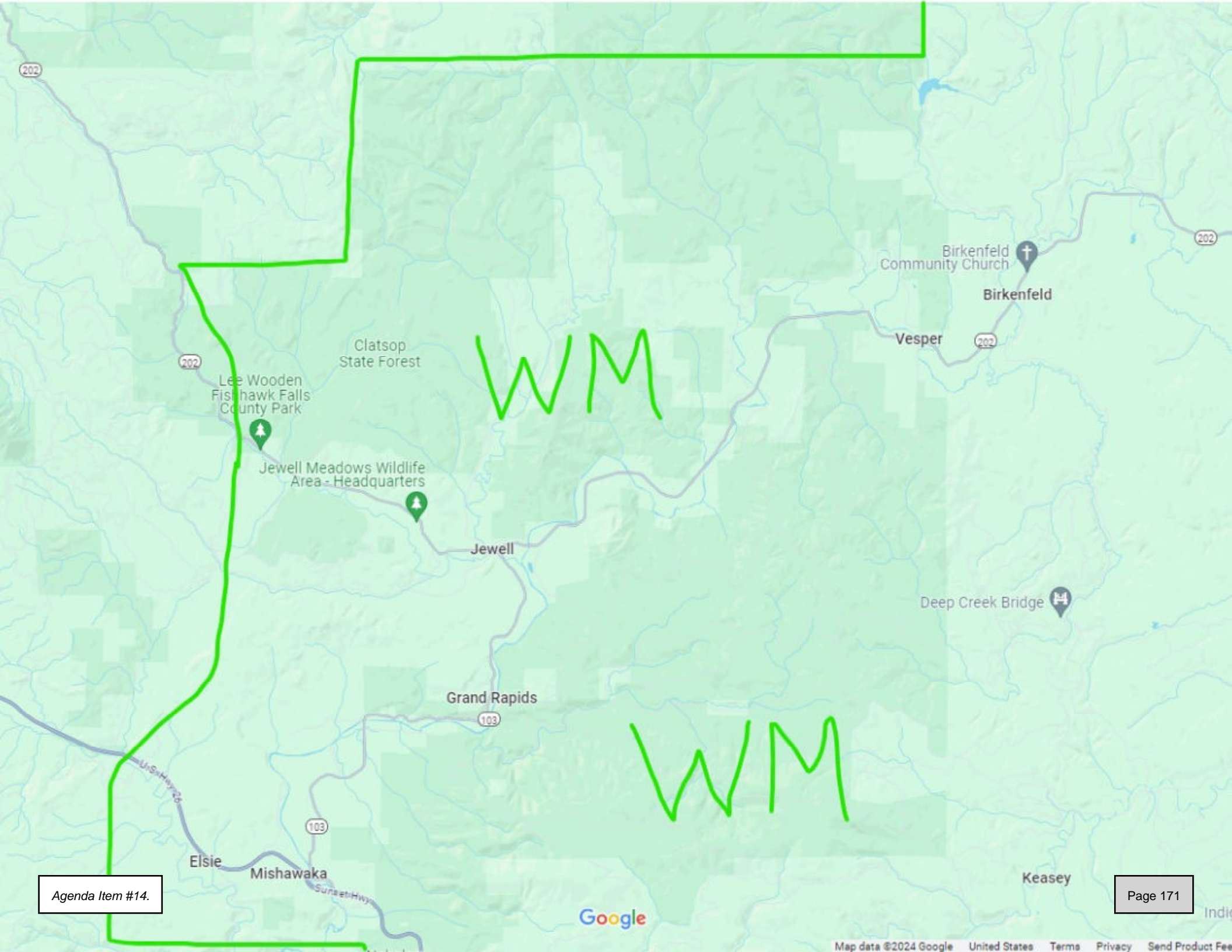
	<b>Current Rate</b>	<b>New Rate</b>
	Monthly	Monthly
<b>Rollcart Garbage Service</b>		
One - 35 gallon, 1 pickup per week	\$29.78	\$41.30
One - 35 gallon, every other week	\$22.70	\$31.50
One - 35 gallon, once per month	\$16.71	\$23.15
One - 35 gallon, on-call *	\$18.87	\$26.15
One - 64 gallon, 1 pickup per week	\$49.00	\$55.70
One - 96 gallon, 1 pickup per week	\$64.00	\$72.75
<b>Rollcart Recycling Service</b>		
One - 64 gallon, every other week	-	\$20.06
* billed per occurrence instead of monthly		

**Clatsop County Commercial Service**

	<b>Current Rate</b>	<b>New Rate</b>
	Monthly	Monthly
<b>Rollcart Garbage Service</b>		
One - 35 gallon, 1 pickup per week	\$29.78	\$33.86
One - 35 gallon, on-call *	\$18.87	\$21.45
<b>Container Garbage Service</b>		
One - 1-yard, 1 pickup per week	\$118.50	\$134.72
One - 2-yard, 1 pickup per week	\$224.70	\$255.45
One - 4-yard, 1 pickup per week	-	\$510.90
One - 6-yard, 1 pickup per week	\$668.75	\$760.26
<b>Rollcart Recycling Service</b>		
One - 64 gallon, every other week	-	\$20.06
* billed per occurrence instead of monthly		

**Clatsop County Rolloff Service**

	<b>Current Rate</b>	<b>New Rate</b>
Pre-Pay	\$550.00	\$625.26
Delivery	\$95.00	\$108.00
Rent/Day	\$11.25	\$12.79
Rent/Month	\$222.60	\$253.06
Mileage **	\$1.69	\$1.92
Haul - 10 yard box	\$220.35	\$250.50
Haul - 20 yard box	\$220.35	\$250.50
Haul - 30 yard box (MSW)	\$256.05	\$291.09
Haul - 30 yard box (RCY)	\$220.35	\$250.50
Trash Disposal	\$106.12	\$120.64
RCY Disposal	\$65.00	\$73.89
Clean Cardboard Disposal	\$0.00	\$0.00
Yard Waste Disposal	\$65.00	\$73.89
**Mileage charge after 12 miles round trip to disposal site		



<b>Type of Driver</b>	<b>Years of Experience</b>
Residential Driver #1	7 years
Residential Driver #2	4.5 years
Residential Driver #3	6 months
Commercial Driver #1	3.75 years
Fill in Driver/Floater	3 years
Container Delivery Driver	7 years



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

May 22, 2024

---

**Agenda Title:** Granting Solid Waste Franchise – Recology Western Oregon Inc.  
(Continued)

**Category:** Public Hearing

**Presented By:** Anthony Pope – County Counsel

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**Issue Before the Commission:** Shall Clatsop County grant a franchise to Recology Western Oregon Inc. for solid waste collection.

**Informational Summary:** On February 23<sup>rd</sup> 2022, Clatsop County adopted a Solid Waste Control Ordinance (Chapter 8.24) which requires any company who collects solid waste or recyclables or both, as described in ORS 459 and 459A in Unincorporated Clatsop County to have a Franchise.

On February 15<sup>th</sup>, 2024 the County received an application for a Solid Waste franchise from Recology. This application has been reviewed by the County Managers Office who has determined that the application meets the requirements specified in Section 8.24.170. Based on this review, the County Manager is recommending Granting the application

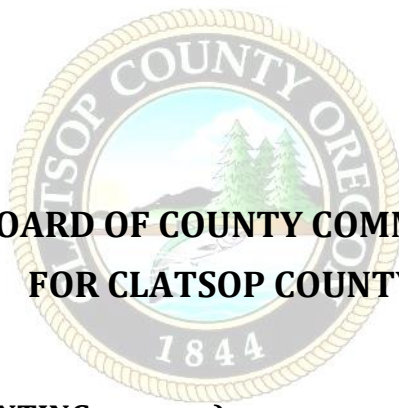
On May 8<sup>th</sup>, 2024 the Board voted to continue this public hearing until May 22, 2024 to allow for further public comment and for the County to provide clarifying information to the Community.

If the Board votes to grant the franchise, County will enter into a Solid Waste Franchise agreement with Recology

**Requested Action:** Grant Recology Western Oregon Inc.'s solid waste franchise application.

### Attachment List

- A. Application – Recology Western Oregon Inc.
- B. Order granting application



1                                   **IN THE BOARD OF COUNTY COMMISSIONERS**  
2                                   **FOR CLATSOP COUNTY**

3  
4  
5   **IN THE MATTER OF GRANTING                                    )**  
6   **SOLID WASTE COLLECTION                                    )**       **RESOLUTION AND ORDER**  
7   **FRANCHISE TO RECOLOGY WESTERN                            )**  
8   **OREGON INC.    )**  
9

10  
11           **WHEREAS**, the Board of Commissioners adopted a Solid Waste Ordinance,  
12   codified as Chapter 8.24 of the Clatsop County Code, for the regulation and the control  
13   of solid waste in Clatsop County; and

14           **WHEREAS**, pursuant to Section 8.24.120, a franchise issued by Clatsop County is  
15   necessary for the collection of solid waste within unincorporated Clatsop County; and

16           **WHEREAS**, Recology Western Oregon Inc. submitted an application for a  
17   collection franchise for the area found in Exhibit A; and

18           **WHEREAS**, pursuant to 8.24.170 the County Managers office is recommending  
19   approving their application; and  
20

21           **NOW THEREFORE, IT IS HEREBY RESOLVED AND ORDERED:**

- 22           1) The application for solid waste collection by Recology Western Oregon Inc. be  
23           approved.  
24  
25           2) An exclusive franchise for the area indicated in Exhibit A be granted for a period  
26           to expire June 30, 2029. This franchise term shall be automatically extended for  
27           one (1) additional year, unless either the County or the franchise holder  
28           provides written notice of its intent not to extend, at least thirty (30) days prior  
29           to such yearly anniversary.  
30

31           Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
32

33                                   BOARD OF COMMISSIONERS FOR  
34                                   CLATSOP COUNTY, OREGON  
35

36                                   \_\_\_\_\_  
37                                   Mark Kujala, Chair



## Legend

- Cities
- Town or locality

## Recology and WMI service areas

Service areas were described by Recology and formatted by Clatsop County GIS staff.  
 Disclaimer: This data was produced using Clatsop County GIS data. The data is maintained by Clatsop County to support its governmental activities. Clatsop County is not responsible for any map errors, possible misuse, or misinterpretation.  
 Credits: Clatsop County GIS Services, Recology



Chris Carey, General Manager, Recology. Chris oversees all Recology operations in northern Oregon including Recology Western Oregon.

3. Name, address and telephone number of person that County can contact in case of emergencies of any type (If same as applicant, write S/A). Katie Hardesty, Operations Manager, Recology Western Oregon – Coast, 2320 SE 12<sup>th</sup> Place, Warrenton OR 97146, Cell: 503-883-1251, O: 503-472-3176. khardesty@recology.com

4. Name, address and telephone number of person responsible for handling complaints: (If same as applicant, write S/A). Katie Hardesty, Operations Manager Recology Western Oregon – Coast, 2320 SE 12<sup>th</sup> Place, Warrenton OR 97146, Cell: 503-883-1251, [khardesty@recology.com](mailto:khardesty@recology.com); Dan Blue, Government & Community Relations Manager, 1850 NE Lafayette Ave, McMinnville OR 97128 C: 503-405-0261 dblue@recology.com

5. Name, address and telephone number of business location: (If same as applicant write S/A). S/A

6. Has applicant or any of its principal partners, owners, shareholders or officers ever declared bankruptcy or become insolvent? X No \_\_\_\_\_ Yes. (If yes, give details).

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7. Has applicant, or any of its principal partners, owners, shareholders or officers been convicted of a crime involving injury to person or property or fraud or deception? ☒ No

☐ Yes. (If yes, give details). 

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8. Franchise Area: Accurately list and describe the area of your proposed franchise (include a map showing the area). If this application is for a Collection Franchise, describe the area and the landfill or other solid waste disposal site you will use for collected. If this application is for a Transfer Franchise, list the location of the transfer the waste or solid waste boxes and what site or facility will be used to receive the contents of the boxes and where the site is located.

The franchise area includes all of unincorporated Clatsop County minus an area on the eastern portion of the County that is serviced by WM.Inc. Please see attached map for franchise area served by Recology. Note that the map includes all of the county including portions served by WM. The County will generate a draft franchise area map once Recology and WM submit their current service areas. Solid waste collected in Clatsop County is consolidated and reloaded at the Astoria Transfer Station (owned and operated by Recology) and currently taken to Headquarters Landfill in Cowlitz County Washington.

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9. Is the area of the proposed franchise currently being serviced? \_\_\_\_ No ☒ Yes. If Yes, give name and address of present service provider, describe in detail the service being provided and how the proposed service will differ, if at all. (Attach additional sheets if necessary.) Current services are provided by Recology Western Oregon – Coast, 2320 SE 12<sup>th</sup> Place, Warrenton OR 97146, Office: 503-472-3176. Current services include curbside residential and commercial garbage services as well as drop box services in both suburban and rural zones within Clatsop County. New services will be consistent with County Code and Administrative Rules governing garbage, recycling and yard debris services. New services may differ from current services through provision of additional curbside recycling services.

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10. Give the approximate number of households in the proposed franchise area: \_\_\_\_ There are 4346 residential customer accounts inclusive of suburban and rural customers.

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11. If the area is presently being serviced, describe landfill or other solid waste disposal site(s) now being used for disposal of waste or solid waste collected: \_\_\_\_ Garbage is consolidated and reloaded into transport trailers at the Astoria Transfer Station and trucked to Headquarters Landfill in Cowlitz County Washington. Recyclables are consolidated at the Astoria Transfer Station and transported either to end markets such a mills, or to material recovery facilities located in the Portland Metro region for additional processing. Glass is

shipped to Glass to Glass in NE Portland for additional processing. Yard debris is currently not collected in Clatsop County via curbside collection, though Clatsop residents may use the Astoria Transfer Station for yard debris drop off.

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12. Discuss plans for receiving and/or storing source separated materials and providing for recycling in the franchise area: Recyclables currently are collected on route from some Clatsop customers, then consolidated at the Astoria Transfer Station and transported either to end markets such as mills, or to material recovery facilities located in the Portland Metro region for additional processing. Glass is shipped to Glass to Glass in NE Portland for additional processing. Recology recommends providing curbside recycling to all unincorporated Clatsop County residents. This will include acquiring new carts and adding one driver and one truck to our Recology Western Oregon – Coast operations. Rollout of the recycling carts to new customers will be done in phases. Our team estimates all Clatsop County residential customers will receive recycling roll carts and curbside recycling services within one year of establishing the franchise.

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13. List any equipment you own or will use pursuant to any franchise that may be granted to you: Recology currently utilizes 4 trucks to service curbside carts, front load containers, and drop boxes in Clatsop County. These include an automated side loader (ASL) a roll off truck, a frontload truck and also a stub truck (a smaller retriever side loader truck). In



order to provide recycling services to all Clatsop customers we will need to acquire one additional automated side loader (ASL) truck.

14. Give the number of employees who will be used in the franchised operation. Also list their experience and length of employment with the applicant: (Attach additional sheets if necessary.) Usually 10-11 drivers to service all areas of county. Of those 10-11 the length of employment ranges from 2 –15 years. Some have 18+ years of experience in the industry. Additionally, Recology has mechanics, support staff, customer service representatives, and management supporting the Clatsop County service area. In all, approximately 18-20 employees will support operations under the terms of the franchise.

15. List, in detail, the anticipated method of operation, including projected times of collection within the franchise area: We provide collection services in Clatsop County on Monday and Fridays. Residential and roll off services are provided between the hours of 5:30AM to 4:00PM. Commercial frontload accounts are picked up from 10:00PM to 4:00AM. We will be using, roll off, frontload, automated side load and semi-automated trucks to provide service.

16. Give the date when the applicant could commence service under the requested franchise: Applicant is already providing services in the proposed franchise area. Additional recycling services for all Clatsop County residents would commence within 12 months of establishing the new franchise agreement. Currently only some Suburban area customers subscribe to recycling services.

17. List, or attach as a separate document, the rates that you propose to charge for your service. Explain the basis for these rates (i.e. how you arrived at the figure(s) given).

Please see proposed rate sheets attached. The Monthly Rates reflected on the proposed rate sheets are the current rates charged to customers in both Suburban and Rural areas of Clatsop County and customers will continue to pay this rate for garbage only service, until adjusted July 1, 2024 pursuant to the franchise rules rate adjustment methodology. Once recycling services are actually made available to customers, which would occur over 12 months following the new franchise taking effect, customers will be charged the amounts in the “proposed new rates” column for both garbage and every other week recycling service. Note that the proposed new rate for bundled garbage and recycling will also be adjusted July 1, 2024 in accordance with the administrative rules. Rates are reflective of the cost of services using allowable expenses plus a margin.

18. This application must be accompanied by a two hundred dollar (\$200) non-refundable application/investigation fee.

19. Once a franchise application is approved by the Board of Commissioners, the applicant must provide proof of the following:

- A. Commercial General Liability insurance covering bodily injury and property damage. Clatsop County shall be listed as an additional insured.
- B. Automobile Liability Insurance covering owned, hired, and non-owned vehicles.
- C. Workers’ compensation coverage for its employees, officers, agents or partners as required by applicable workers’ compensation laws, including employers’ liability.

All insurance coverage shall be for no less than that required in Clatsop County Solid Waste and Recycling Administrative Rules. Franchisee shall file Certificates of Insurance with County Counsel before commencing any work under this franchise. The Certificate shall provide for thirty (30) days prior written notice of cancellation or material change. All insurance is subject to the approval of the County.

D. Permits required by the Oregon Department of Environmental Quality, the Oregon Public Utilities Commission and any other permits necessary for the conduct of the business of the franchise.

20. Other remarks or information the applicant wishes to bring to the attention of the Board of Commissioners: \_\_\_\_\_

I hereby swear or affirm that the information supplied herein is true and accurate.

APPLICANT:

Signature

DocuSigned by:

*Salvatore M. Coniglio*

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Salvatore M. Coniglio,  
Chief Executive Officer

February 15, 2024

Date

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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### CAN & CART SERVICES - CURBSIDE

CURBSIDE: WITHIN 4 FEET OF THE CURB OR ROAD, AND AWAY FROM ALL CARS, MAIL BOXES, OR OTHER ITEMS.

32 GALLON CART SERVICE		MONTHLY RATES				New Proposed Rates**
32GWC	32G CART-CURB	\$ 29.03	3.90%	\$ 1.13	\$ 30.16	\$ 38.90
32GEC	32G CART EOW-CURBSIDE	\$ 18.89	3.90%	\$ 0.74	\$ 19.63	\$ 28.76
32GMC	32G CART MONTHLY-CURB	\$ 10.19	3.90%	\$ 0.40	\$ 10.59	\$ 20.06
OC3C	32 GAL CART ON CALL CURB	\$ 10.19	3.90%	\$ 0.40	\$ 10.59	

90 GALLON CART SERVICE		MONTHLY RATES				New Proposed Rates**
90GWC	90G CART-CURB	\$ 48.42	3.90%	\$ 1.89	\$ 50.31	\$ 58.29
90GEC	90G CART EOW-CURB	\$ 31.47	3.90%	\$ 1.23	\$ 32.70	\$ 41.34
90GMC	90G CART OAM-CURB	\$ 16.96	3.90%	\$ 0.66	\$ 17.62	\$ 26.86
OC9C	90 GAL CART ON CALL CURB	\$ 16.96	3.90%	\$ 0.66	\$ 17.62	

### MONTHLY CART RENT (FOR ON-CALL SERVICE)

90GOC	90G CART WILL CALL-CURB	\$ 2.84	3.90%	\$ 0.11	\$ 2.95
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### SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)

		RATE PER EACH			
SP32C	SPEC P/U 32G CART CURBSIDE	\$ 10.19	3.90%	\$ 0.40	\$ 10.59
SP90C	SPEC P/U 90G CART CURBSIDE	\$ 16.96	3.90%	\$ 0.66	\$ 17.62

Note: Recycle carts dumped as trash due to contamination may be charged the special pick-up rate.

### CAN & CART SERVICES - NON-CURBSIDE (SIDEYARD)

NON-CURBSIDE: VISIBLE FROM THE STREET, OUTSIDE OF GARAGES AND FENCED AREAS.

32 GALLON CART SERVICE		MONTHLY RATES				New Proposed Rates**
32GWS	32G CART-SIDE	\$ 29.61	3.90%	\$ 1.15	\$ 30.76	\$ 39.48
32GES	32G CART EOW-SIDEYARD	\$ 19.25	3.90%	\$ 0.75	\$ 20.00	\$ 29.12
32GMS	32G CART MONTHLY-SIDE	\$ 10.36	3.90%	\$ 0.40	\$ 10.76	\$ 20.23
OC3S	32 GAL CART ON CALL SIDE	\$ 10.36	3.90%	\$ 0.40	\$ 10.76	

90 GALLON CART SERVICE		MONTHLY RATES				New Proposed Rates**
90GWS	90G CART-SIDE	\$ 74.17	3.90%	\$ 2.89	\$ 77.06	\$ 84.04
90GES	90G CART EOW-SIDE	\$ 48.23	3.90%	\$ 1.88	\$ 50.11	\$ 58.10
90GMS	90G CART OAM-SIDE	\$ 25.98	3.90%	\$ 1.01	\$ 26.99	\$ 35.85
OC9S	90 GAL CART ON CALL SIDE	\$ 25.98	3.90%	\$ 1.01	\$ 26.99	

### MONTHLY CART RENT (FOR ON-CALL SERVICE)

90GOS	90G CART WILL CALL-SIDE	\$ 2.84	3.90%	\$ 0.11	\$ 2.95
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### SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)

		RATE PER EACH			
SP32S	SPEC P/U 32G CART NON CURBSIDE	\$ 10.36	3.90%	\$ 0.40	\$ 10.76
SP90S	SPEC P/U 90G CART NON CURBSIDE	\$ 25.98	3.90%	\$ 1.01	\$ 26.99

Note: Recycle carts dumped as trash due to contamination may be charged the special pick-up rate.

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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### OTHER SERVICES & FEES

#### EXTRAS - PER UNIT CHARGES (APPROX. 32 GALLONS PER UNIT)

#### RATE PER EACH

XBAG	EXTRA BAG(S)	\$ 7.65	3.90%	\$ 0.30	\$ 7.95
XBOX	EXTRA BOX	\$ 7.65	3.90%	\$ 0.30	\$ 7.95
XCAN	EXTRA CAN(S)	\$ 7.65	3.90%	\$ 0.30	\$ 7.95
XMISC	EXTRA MISC	\$ 7.65	3.90%	\$ 0.30	\$ 7.95
X32	EXTRA 32G CART(S)	\$ 7.65	3.90%	\$ 0.30	\$ 7.95
X90	EXTRA 90G CART(S)	\$ 12.10	3.90%	\$ 0.47	\$ 12.57

### BULKY ITEM COLLECTION (SVC CHARGE + CHARGE PER ITEM)

RATES LISTED ARE FOR COLLECTION AT CURB. ADDITIONAL CHARGES MAY APPLY FOR RETRIEVAL.

#### RATE PER EACH

APF	REFRIGERATOR/FREEZER	\$ 54.24	3.90%	\$ 2.12	\$ 56.36
APL	APPLIANCE	\$ 12.05	3.90%	\$ 0.47	\$ 12.52
FURN	FURNITURE CHARGE	\$ 18.08	3.90%	\$ 0.71	\$ 18.79
TREE	EXTRA CHRISTMAS TREE	\$ 15.31	3.90%	\$ 0.60	\$ 15.91
IRSC	IN ROUTE SERVICE CHARGE	\$ 36.07	3.90%	\$ 1.41	\$ 37.48
SC	SERVICE CHARGE	\$ 216.34	3.90%	\$ 8.44	\$ 224.78

### RELATED FEES

#### RATE PER EACH

CRIR	CART REDELIVERY IN ROUTE	\$ 10.50	3.90%	\$ 0.41	\$ 10.91
CROR	CART REDELIVER OUT OF ROUTE	\$ 21.00	3.90%	\$ 0.82	\$ 21.82
CORDF	CONTAINER RE-DELIVERY FEE	\$ 216.34	3.90%	\$ 8.44	\$ 224.78

Note: Re-Delivery fees apply for resume service after suspend.

#### RATE PER EACH

CCF	CART CLEANING FEE	\$ 10.50	3.90%	\$ 0.41	\$ 10.91
CRF	CART REPLACEMENT FEE	\$ 68.25	3.90%	\$ 2.66	\$ 70.91

Note: Replacement fee is used for loss/damage beyond normal wear and tear.

#### RATE PER EACH

WLI	WIND LATCH INSTALLATION	\$ 15.75	3.90%	\$ 0.61	\$ 16.36
RF	REINSTATEMENT FEE	\$ 15.00	0.00%	\$ -	\$ 15.00
NSFCF	RETURNED CHECK FEE	\$ 25.00	0.00%	\$ -	\$ 25.00

### FRONT-LOAD CONTAINER SERVICE

#### 1 YARD CONTAINERS

#### MONTHLY RATES

1GW	1YD TRASH	\$ 227.72	3.90%	\$ 8.88	\$ 236.60
1GE	1YD TRASH EOW	\$ 129.03	3.90%	\$ 5.03	\$ 134.06
1GM	1YD TRASH MONTHLY	\$ 75.94	3.90%	\$ 2.96	\$ 78.90
1OC	ON CALL-1YD TRASH	\$ 50.16	3.90%	\$ 1.96	\$ 52.12
1XP	EXTRA PICK UP-1YD TRASH	\$ 50.16	3.90%	\$ 1.96	\$ 52.12

#### 1.5 YARD CONTAINERS

#### MONTHLY RATES

1HGW	1.5YD TRASH	\$ 288.42	3.90%	\$ 11.25	\$ 299.67
1HGE	1.5YD TRASH EOW	\$ 159.41	3.90%	\$ 6.22	\$ 165.63
1HGM	1.5YD TRASH MONTHLY	\$ 89.95	3.90%	\$ 3.51	\$ 93.46
1HOC	ON CALL-1.5YD TRASH	\$ 65.57	3.90%	\$ 2.56	\$ 68.13
1HXP	EXTRA PICK UP-1.5YD TRASH	\$ 65.57	3.90%	\$ 2.56	\$ 68.13

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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**2 YARD CONTAINERS**

**MONTHLY RATES**

2GW	2YD TRASH	\$ 349.17	3.90%	\$ 13.62	\$ 362.79
2GE	2YD TRASH EOW	\$ 189.75	3.90%	\$ 7.40	\$ 197.15
2GM	2YD TRASH MONTHLY	\$ 104.00	3.90%	\$ 4.06	\$ 108.06
2OC	ON CALL-2YD TRASH	\$ 81.00	3.90%	\$ 3.16	\$ 84.16
2XP	EXTRA PICK UP-2YD TRASH	\$ 81.00	3.90%	\$ 3.16	\$ 84.16

**3 YARD CONTAINERS**

**MONTHLY RATES**

3GW	3YD TRASH	\$ 470.58	3.90%	\$ 18.35	\$ 488.93
3GE	3YD TRASH EOW	\$ 250.47	3.90%	\$ 9.77	\$ 260.24
3GM	3YD TRASH MONTHLY	\$ 132.01	3.90%	\$ 5.15	\$ 137.16
3OC	ON CALL-3YD TRASH	\$ 111.84	3.90%	\$ 4.36	\$ 116.20
3XP	EXTRA PICK UP-3YD TRASH	\$ 165.28	3.90%	\$ 6.45	\$ 171.73

**4 YARD CONTAINERS**

**MONTHLY RATES**

4GW	4YD TRASH	\$ 592.04	3.90%	\$ 23.09	\$ 615.13
4GE	4YD TRASH EOW	\$ 311.18	3.90%	\$ 12.14	\$ 323.32
4GM	4YD TRASH MONTHLY	\$ 160.06	3.90%	\$ 6.24	\$ 166.30
4OC	ON CALL-4YD TRASH	\$ 142.68	3.90%	\$ 5.56	\$ 148.24
4XP	EXTRA PICK UP-4YD TRASH	\$ 142.68	3.90%	\$ 5.56	\$ 148.24

**5 YARD CONTAINERS**

**MONTHLY RATES**

5GW	5YD TRASH	\$ 721.08	3.90%	\$ 28.12	\$ 749.20
5GE	5YD TRASH EOW	\$ 375.74	3.90%	\$ 14.65	\$ 390.39
5GM	5YD TRASH MONTHLY	\$ 189.89	3.90%	\$ 7.41	\$ 197.30
5OC	ON CALL-5YD TRASH	\$ 175.46	3.90%	\$ 6.84	\$ 182.30
5XP	EXTRA PICK UP-5YD TRASH	\$ 175.46	3.90%	\$ 6.84	\$ 182.30

**6 YARD CONTAINERS**

**MONTHLY RATES**

6GW	6YD TRASH	\$ 842.52	3.90%	\$ 32.86	\$ 875.38
6GE	6YD TRASH EOW	\$ 436.43	3.90%	\$ 17.02	\$ 453.45
6GM	6YD TRASH MONTHLY	\$ 217.94	3.90%	\$ 8.50	\$ 226.44
6OC	ON CALL-6YD TRASH	\$ 206.34	3.90%	\$ 8.05	\$ 214.39
6XP	EXTRA PICK UP-6YD TRASH	\$ 206.34	3.90%	\$ 8.05	\$ 214.39

**8 YARD CONTAINERS**

**No new customers at this size - safety issues**

8GW	8YD TRASH	\$ 1,009.51	3.90%	\$ 39.37	\$ 1,048.88
8GE	8YD TRASH EOW	\$ 519.96	3.90%	\$ 20.28	\$ 540.24
8GM	8YD TRASH MONTHLY	\$ 256.49	3.90%	\$ 10.00	\$ 266.49
8OC	ON CALL-8YD TRASH	\$ 248.75	3.90%	\$ 9.70	\$ 258.45
8XP	EXTRA PICK UP-8YD TRASH	\$ 248.75	3.90%	\$ 9.70	\$ 258.45

**CONTAINER MONTHLY RENT (CHARGED TO WILL-CALL CUSTOMERS, SAME FOR ALL SIZES)**

RNT1	1YD RENT - TRASH	\$ 21.00	3.90%	\$ 0.82	\$ 21.82
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**FRONT-LOAD COMPACTOR RATE FACTORS** - For all compacted material, including pre-compacted waste.

Compactor Rating	<b>4 : 1</b>	<b>3 : 1</b>	<b>2 : 1</b>
Factor applied to container rate of same size	1.5	1.3	1.12

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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**DEBRIS BOX SERVICES**

**SET HAUL FEES (BASED ON AVERAGE TRUCK TIMES)**

**RATE PER HAUL**

DEL	DELIVERY CHARGE	\$ 216.33	3.90%	\$ 8.44	\$ 224.77
10HG	TRASH BOX HAUL FEE (ALL SIZES)	\$ 288.41	3.90%	\$ 11.25	\$ 299.66
40CG	COMPACTOR HAUL FEE (ALL SIZES)	\$ 339.33	3.90%	\$ 13.23	\$ 352.56

**DEBRIS BOX DISPOSAL FEES**

**RATE PER UNIT**

DFDM	DISPOSAL FEE - DEMOLITION (\$\$/TON)	\$ 124.91	3.90%	\$ 4.87	\$ 129.78
DFG	DISPOSAL FEE - GARBAGE (\$\$/TON)	\$ 123.54	3.90%	\$ 4.82	\$ 128.36
DFYD	DISPOSAL FEE - YARD DEBRIS (\$\$/YD <sup>3</sup> )	\$ 21.00	3.90%	\$ 0.82	\$ 21.82

Note: Recycling ton fees will be equal to or less than trash fees, based on current market pricing.

**RELATED FEES**

**RATE PER DAY**

RENTD	DAILY RENTAL FEE	\$ 14.42	3.90%	\$ 0.56	\$ 14.98
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Note: Daily Rent applies after 48 hours, excluding evenings and weekends.

**RATE PER MONTH**

RENTM	MONTHLY RENTAL FEE	\$ 143.67	3.90%	\$ 5.60	\$ 149.27
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Note: Monthly rent applies for customers who keep a box for a year or longer.

**RATE PER HOUR**

TIME	TRUCK TIME FEE	\$ 144.21	3.90%	\$ 5.62	\$ 149.83
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Note: Hourly Truck Time is used for hauls to destinations outside our normal operating areas.

**TEMPORARY RENTAL CONTAINERS**

**RATE PER EACH**

3YRGD	DELV 3 YD RENTAL FOR TRASH	\$ 31.87	3.90%	\$ 1.24	\$ 33.11
3YRGP	SERVICE 3 YD RENTAL FOR TRASH	\$ 156.57	3.90%	\$ 6.11	\$ 162.68
3YRXD	ADDL DAY - 3YD RENT CONTAINER	\$ 2.10	3.90%	\$ 0.08	\$ 2.18

Note: Temporary = not longer than 30 days, with 45 days between projects. Rent included for first 7 days.

**BULKY ITEMS - DEBRIS BOX**

STANDARD FEES APPLY FOR THESE ITEMS IF DECLARED & SEPARATED ACCORDING TO INSTRUCTIONS.

ADDITIONAL FEES MAY APPLY FOR ITEMS FOUND IN LOADS.

**RATE PER EACH**

TOFFR	TIRE CHARGE NO RIM	\$ 4.82	3.90%	\$ 0.19	\$ 5.01
TONR	TIRE CHARGE ON RIM	\$ 9.64	3.90%	\$ 0.38	\$ 10.02
APPL	APPLIANCE	\$ 12.05	3.90%	\$ 0.47	\$ 12.52
APF	REFRIGERATOR/FREEZER	\$ 54.24	3.90%	\$ 2.12	\$ 56.36

**MEDICAL WASTE COLLECTION SERVICES**

**RATE PER EACH**

M4HSC	4.7 QT SHARPS CONTAINER	\$ 20.95	3.90%	\$ 0.82	\$ 21.77
M10SC	10 QT SHARPS CONTAINER	\$ 24.24	3.90%	\$ 0.95	\$ 25.19
M23SC	23 QT SHARPS CONTAINER	\$ 46.89	3.90%	\$ 1.83	\$ 48.72
9CDBC	9GAL CONFIDENTIAL DOCUMENT BOX	\$ 35.06	3.90%	\$ 1.37	\$ 36.43
MLGPB	PATHOLOGY BOX	\$ 53.55	3.90%	\$ 2.09	\$ 55.64
MW17G	MEDICAL WASTE 17 GAL	\$ 23.63	3.90%	\$ 0.92	\$ 24.55
MW31G	MEDICAL WASTE 31 GAL	\$ 30.45	3.90%	\$ 1.19	\$ 31.64
MW43G	MEDICAL WASTE 43 GAL	\$ 36.75	3.90%	\$ 1.43	\$ 38.18
MWTCB	MEDICAL WASTE TRACE CHEMO BOX	\$ 53.55	3.90%	\$ 2.09	\$ 55.64

Note: Additional fees may apply for overweight tubs. Improperly prepared materials cannot be collected.

*\*\*Effective upon provision of recycling services to customer - valid through June 30, 2025*

Finance Charges (0.75% monthly, 9% annually) will be assessed on any past due amount (excluding amounts in dispute over billing or service issues).  
 Billing Terms: Commercial Accounts are billed on a monthly basis.  
 Residential accounts are billed once every three months, in advance.

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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### CART SERVICES - CURBSIDE

CURBSIDE: WITHIN 4 FEET OF THE CURB OR ROAD, AND AWAY FROM ALL CARS, MAIL BOXES, OR OTHER ITEMS.

#### 32 GALLON CART SERVICE

#### MONTHLY RATES Proposed New Rates\*\*

32GWC	32G CART-CURB	\$ 25.26	3.90%	\$ 0.99	\$ 26.25	\$ 33.71
32GEC	32G CART EOW-CURBSIDE	\$ 16.41	3.90%	\$ 0.64	\$ 17.05	\$ 24.86
32GMC	32G CART MONTHLY-CURB	\$ 8.85	3.90%	\$ 0.35	\$ 9.20	\$ 17.30
OC3C	32 GAL CART ON CALL CURB	\$ 8.85	3.90%	\$ 0.35	\$ 9.20	

#### 90 GALLON CART SERVICE

#### MONTHLY RATES Proposed New Rates\*\*

90GWC	90G CART-CURB	\$ 42.12	3.90%	\$ 1.64	\$ 43.76	\$ 50.57
90GEC	90G CART EOW-CURB	\$ 27.42	3.90%	\$ 1.07	\$ 28.49	\$ 35.87
90GMC	90G CART OAM-CURB	\$ 14.75	3.90%	\$ 0.58	\$ 15.33	\$ 23.20
OC9C	90 GAL CART ON CALL CURB	\$ 14.75	3.90%	\$ 0.58	\$ 15.33	

#### MONTHLY CART RENT (FOR ON-CALL SERVICE)

90GOC	90G CART WILL CALL-CURB	\$ 2.84	3.90%	\$ 0.11	\$ 2.95
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#### SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)

#### RATE PER EACH

SP32C	SPEC P/U 32G CART CURBSIDE	\$ 8.85	3.90%	\$ 0.35	\$ 9.20
SP90C	SPEC P/U 90G CART CURBSIDE	\$ 14.75	3.90%	\$ 0.58	\$ 15.33
90SEC	SUBSCRIPTION 90G CART CURBSIDE	\$ 8.42	3.90%	\$ 0.33	\$ 8.75

Note: Recycle carts dumped as trash due to contamination may be charged the special pick-up rate.

### CART SERVICES - NON-CURBSIDE (SIDEYARD)

NON-CURBSIDE: VISIBLE FROM THE STREET, OUTSIDE OF GARAGES AND FENCED AREAS.

#### 32 GALLON CART SERVICE

#### MONTHLY RATES Proposed New Rates\*\*

32GWS	32G CART-SIDE	\$ 25.83	3.90%	\$ 1.01	\$ 26.84	\$ 34.28
32GES	32G CART EOW-SIDEYARD	\$ 16.80	3.90%	\$ 0.66	\$ 17.46	\$ 25.25
32GMS	32G CART MONTHLY-SIDE	\$ 9.04	3.90%	\$ 0.35	\$ 9.39	\$ 17.49
OC3S	32 GAL CART ON CALL SIDE	\$ 9.04	3.90%	\$ 0.35	\$ 9.39	

#### 90 GALLON CART SERVICE

#### MONTHLY RATES Proposed New Rates\*\*

90GWS	90G CART-SIDE	\$ 64.60	3.90%	\$ 2.52	\$ 67.12	\$ 73.05
90GES	90G CART EOW-SIDE	\$ 42.00	3.90%	\$ 1.64	\$ 43.64	\$ 50.45
90GMS	90G CART OAM-SIDE	\$ 22.61	3.90%	\$ 0.88	\$ 23.49	\$ 31.06
OC9S	90 GAL CART ON CALL SIDE	\$ 22.61	3.90%	\$ 0.88	\$ 23.49	

#### MONTHLY CART RENT (FOR ON-CALL SERVICE)

90GOS	90G CART WILL CALL-SIDE	\$ 2.84	3.90%	\$ 0.11	\$ 2.95
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#### SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)

#### RATE PER EACH

SP32S	SPEC P/U 32G CART NON CURBSIDE	\$ 9.04	3.90%	\$ 0.35	\$ 9.39
SP90S	SPEC P/U 90G CART NON CURBSIDE	\$ 22.61	3.90%	\$ 0.88	\$ 23.49
90SES	SUBSCRIPTION 90G CART NON CURBSIDE	\$ 8.42	3.90%	\$ 0.33	\$ 8.75

Note: Recycle carts dumped as trash due to contamination may be charged the special pick-up rate.



CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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**OTHER SERVICES & FEES**

**EXTRAS - PER UNIT CHARGES (APPROX. 32 GALLONS PER UNIT)**

**RATE PER EACH**

XBAG	EXTRA BAG(S)	\$ 6.68	3.90%	\$ 0.26	\$ 6.94
XBOX	EXTRA BOX	\$ 6.68	3.90%	\$ 0.26	\$ 6.94
XCAN	EXTRA CAN(S)	\$ 6.68	3.90%	\$ 0.26	\$ 6.94
XMISC	EXTRA MISC	\$ 6.68	3.90%	\$ 0.26	\$ 6.94
X32	EXTRA 32G CART(S)	\$ 6.68	3.90%	\$ 0.26	\$ 6.94
X90	EXTRA 90G CART(S)	\$ 10.55	3.90%	\$ 0.41	\$ 10.96

**BULKY ITEM COLLECTION (SVC CHARGE + CHARGE PER ITEM)**

RATES LISTED ARE FOR COLLECTION AT CURB. ADDITIONAL CHARGES MAY APPLY FOR RETRIEVAL.

**RATE PER EACH**

APF	REFRIGERATOR/FREEZER	\$ 54.24	3.90%	\$ 2.12	\$ 56.36
APL	APPLIANCE	\$ 12.05	3.90%	\$ 0.47	\$ 12.52
FURN	FURNITURE CHARGE	\$ 18.08	3.90%	\$ 0.71	\$ 18.79
TREE	EXTRA CHRISTMAS TREE	\$ 13.39	3.90%	\$ 0.52	\$ 13.91
IRSC	IN ROUTE SERVICE CHARGE	\$ 36.07	3.90%	\$ 1.41	\$ 37.48
SC	SERVICE CHARGE	\$ 144.21	3.90%	\$ 5.62	\$ 149.83

**RELATED FEES**

**RATE PER EACH**

CRIR	CART REDELIVERY IN ROUTE	\$ 10.50	3.90%	\$ 0.41	\$ 10.91
CROR	CART REDELIVER OUT OF ROUTE	\$ 21.00	3.90%	\$ 0.82	\$ 21.82
CORDF	CONTAINER RE-DELIVERY FEE	\$ 144.21	3.90%	\$ 5.62	\$ 149.83

Note: Re-Delivery fees apply for resume service after suspend.

**RATE PER EACH**

CCF	CART CLEANING FEE	\$ 10.50	3.90%	\$ 0.41	\$ 10.91
CRF	CART REPLACEMENT FEE	\$ 68.25	3.90%	\$ 2.66	\$ 70.91

Note: Replacement fee is used for loss/damage beyond normal wear and tear.

**RATE PER EACH**

WLI	WIND LATCH INSTALLATION	\$ 15.75	3.90%	\$ 0.61	\$ 16.36
RF	REINSTATEMENT FEE	\$ 15.00	0.00%	\$ -	\$ 15.00
NSFCF	RETURNED CHECK FEE	\$ 25.00	0.00%	\$ -	\$ 25.00

**FRONT-LOAD CONTAINER SERVICE**

**1 YARD CONTAINERS**

**MONTHLY RATES**

1GW	1YD TRASH	\$ 189.75	3.90%	\$ 7.40	\$ 197.15
1GE	1YD TRASH EOW	\$ 110.06	3.90%	\$ 4.29	\$ 114.35
1GM	1YD TRASH MONTHLY	\$ 67.18	3.90%	\$ 2.62	\$ 69.80
1OC	ON CALL-1YD TRASH	\$ 40.48	3.90%	\$ 1.58	\$ 42.06
1XP	EXTRA PICK UP-1YD TRASH	\$ 40.48	3.90%	\$ 1.58	\$ 42.06

**1.5 YARD CONTAINERS**

**MONTHLY RATES**

1HGW	1.5YD TRASH	\$ 235.33	3.90%	\$ 9.18	\$ 244.51
1HGE	1.5YD TRASH EOW	\$ 132.84	3.90%	\$ 5.18	\$ 138.02
1HGM	1.5YD TRASH MONTHLY	\$ 77.70	3.90%	\$ 3.03	\$ 80.73
1HOC	ON CALL-1.5YD TRASH	\$ 52.09	3.90%	\$ 2.03	\$ 54.12
1HXP	EXTRA PICK UP-1.5YD TRASH	\$ 52.09	3.90%	\$ 2.03	\$ 54.12

**RECOLOGY WESTERN OREGON**  
**CCS CLATSOP COUNTY - SUBURBAN**

**SUMMARY RATE SHEET**  
**EFF. DATE: 7/1/2024**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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**2 YARD CONTAINERS**

**MONTHLY RATES**

2GW	2YD TRASH	\$ 280.84	3.90%	\$ 10.95	\$ 291.79
2GE	2YD TRASH EOW	\$ 155.62	3.90%	\$ 6.07	\$ 161.69
2GM	2YD TRASH MONTHLY	\$ 88.23	3.90%	\$ 3.44	\$ 91.67
2OC	ON CALL-2YD TRASH	\$ 63.64	3.90%	\$ 2.48	\$ 66.12
2XP	EXTRA PICK UP-2YD TRASH	\$ 63.64	3.90%	\$ 2.48	\$ 66.12

**3 YARD CONTAINERS**

**MONTHLY RATES**

3GW	3YD TRASH	\$ 371.94	3.90%	\$ 14.51	\$ 386.45
3GE	3YD TRASH EOW	\$ 201.14	3.90%	\$ 7.84	\$ 208.98
3GM	3YD TRASH MONTHLY	\$ 109.25	3.90%	\$ 4.26	\$ 113.51
3OC	ON CALL-3YD TRASH	\$ 86.77	3.90%	\$ 3.38	\$ 90.15
3XP	EXTRA PICK UP-3YD TRASH	\$ 86.77	3.90%	\$ 3.38	\$ 90.15

**4 YARD CONTAINERS**

**MONTHLY RATES**

4GW	4YD TRASH	\$ 455.43	3.90%	\$ 17.76	\$ 473.19
4GE	4YD TRASH EOW	\$ 242.90	3.90%	\$ 9.47	\$ 252.37
4GM	4YD TRASH MONTHLY	\$ 128.55	3.90%	\$ 5.01	\$ 133.56
4OC	ON CALL-4YD TRASH	\$ 107.99	3.90%	\$ 4.21	\$ 112.20
4XP	EXTRA PICK UP-4YD TRASH	\$ 107.99	3.90%	\$ 4.21	\$ 112.20

**5 YARD CONTAINERS**

**MONTHLY RATES**

5GW	5YD TRASH	\$ 546.51	3.90%	\$ 21.31	\$ 567.82
5GE	5YD TRASH EOW	\$ 288.42	3.90%	\$ 11.25	\$ 299.67
5GM	5YD TRASH MONTHLY	\$ 149.57	3.90%	\$ 5.83	\$ 155.40
5OC	ON CALL-5YD TRASH	\$ 131.12	3.90%	\$ 5.11	\$ 136.23
5XP	EXTRA PICK UP-5YD TRASH	\$ 131.12	3.90%	\$ 5.11	\$ 136.23

**6 YARD CONTAINERS**

**MONTHLY RATES**

6GW	6YD TRASH	\$ 637.57	3.90%	\$ 24.87	\$ 662.44
6GE	6YD TRASH EOW	\$ 333.97	3.90%	\$ 13.02	\$ 346.99
6GM	6YD TRASH MONTHLY	\$ 170.59	3.90%	\$ 6.65	\$ 177.24
6OC	ON CALL-6YD TRASH	\$ 154.25	3.90%	\$ 6.02	\$ 160.27
6XP	EXTRA PICK UP-6YD TRASH	\$ 154.25	3.90%	\$ 6.02	\$ 160.27

**8 YARD CONTAINERS**

**No new customers at this size - safety issues**

8GW	8YD TRASH	\$ 743.84	3.90%	\$ 29.01	\$ 772.85
8GE	8YD TRASH EOW	\$ 387.10	3.90%	\$ 15.10	\$ 402.20
8GM	8YD TRASH MONTHLY	\$ 195.15	3.90%	\$ 7.61	\$ 202.76
8OC	ON CALL-8YD TRASH	\$ 181.26	3.90%	\$ 7.07	\$ 188.33
8XP	EXTRA PICK UP-8YD TRASH	\$ 181.26	3.90%	\$ 7.07	\$ 188.33

**CONTAINER MONTHLY RENT (CHARGED TO WILL-CALL CUSTOMERS, SAME FOR ALL SIZES)**

RNT1	1YD RENT - TRASH	\$ 21.00	3.90%	\$ 0.82	\$ 21.82
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**FRONT-LOAD COMPACTOR RATE FACTORS - For all compacted material, including pre-compacted waste.**

Compactor Rating	<b>4 : 1</b>	<b>3 : 1</b>	<b>2 : 1</b>
Factor applied to container rate of same size	1.5	1.3	1.12

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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## DEBRIS BOX SERVICES

### SET HAUL FEES (BASED ON AVERAGE TRUCK TIMES)

### RATE PER HAUL

DEL	DELIVERY CHARGE	\$ 144.21	3.90%	\$ 5.62	\$ 149.83
10HG	TRASH BOX HAUL FEE (ALL SIZES)	\$ 216.33	3.90%	\$ 8.44	\$ 224.77
40CG	COMPACTOR HAUL FEE (ALL SIZES)	\$ 254.52	3.90%	\$ 9.93	\$ 264.45

### DEBRIS BOX DISPOSAL FEES

### RATE PER UNIT

DFDM	DISPOSAL FEE - DEMOLITION (\$\$/TON)	\$ 124.91	3.90%	\$ 4.87	\$ 129.78
DFG	DISPOSAL FEE - GARBAGE (\$\$/TON)	\$ 123.54	3.90%	\$ 4.82	\$ 128.36
DFYD	DISPOSAL FEE - YARD DEBRIS (\$\$/YD <sup>3</sup> )	\$ 21.00	3.90%	\$ 0.82	\$ 21.82

Note: Recycling ton fees will be equal to or less than trash fees, based on current market pricing.

### RELATED FEES

### RATE PER DAY

RENTD	DAILY RENTAL FEE	\$ 14.42	3.90%	\$ 0.56	\$ 14.98
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Note: Daily Rent applies after 48 hours, excluding evenings and weekends.

### RATE PER MONTH

RENTM	MONTHLY RENTAL FEE	\$ 143.67	3.90%	\$ 5.60	\$ 149.27
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Note: Monthly rent applies for customers who keep a box for a year or longer.

### RATE PER HOUR

TIME	TRUCK TIME FEE	\$ 144.21	3.90%	\$ 5.62	\$ 149.83
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Note: Hourly Truck Time is used for hauls to destinations outside our normal operating areas.

### TEMPORARY RENTAL CONTAINERS

### RATE PER EACH

3YRGD	DELV 3 YD RENTAL FOR TRASH	\$ 31.89	3.90%	\$ 1.24	\$ 33.13
3YRGP	SERVICE 3 YD RENTAL FOR TRASH	\$ 121.47	3.90%	\$ 4.74	\$ 126.21
3YRXD	ADDL DAY - 3YD RENT CONTAINER	\$ 2.10	3.90%	\$ 0.08	\$ 2.18

Note: Temporary = not longer than 30 days, with 45 days between projects. Rent included for first 7 days.

### BULKY ITEMS - DEBRIS BOX

STANDARD FEES APPLY FOR THESE ITEMS IF DECLARED & SEPARATED ACCORDING TO INSTRUCTIONS.

ADDITIONAL FEES MAY APPLY FOR ITEMS FOUND IN LOADS.

### RATE PER EACH

TOFFR	TIRE CHARGE NO RIM	\$ 4.82	3.90%	\$ 0.19	\$ 5.01
TONR	TIRE CHARGE ON RIM	\$ 9.64	3.90%	\$ 0.38	\$ 10.02
APPL	APPLIANCE	\$ 12.05	3.90%	\$ 0.47	\$ 12.52
APF	REFRIGERATOR/FREEZER	\$ 54.24	3.90%	\$ 2.12	\$ 56.36

### MEDICAL WASTE COLLECTION SERVICES

### RATE PER EACH

M4HSC	4.7 QT SHARPS CONTAINER	\$ 20.95	3.90%	\$ 0.82	\$ 21.77
M10SC	10 QT SHARPS CONTAINER	\$ 24.24	3.90%	\$ 0.95	\$ 25.19
M23SC	23 QT SHARPS CONTAINER	\$ 46.89	3.90%	\$ 1.83	\$ 48.72
9CDBC	9GAL CONFIDENTIAL DOCUMENT BOX	\$ 35.06	3.90%	\$ 1.37	\$ 36.43
MLGPB	PATHOLOGY BOX	\$ 53.55	3.90%	\$ 2.09	\$ 55.64
MW17G	MEDICAL WASTE 17 GAL	\$ 23.63	3.90%	\$ 0.92	\$ 24.55
MW31G	MEDICAL WASTE 31 GAL	\$ 30.45	3.90%	\$ 1.19	\$ 31.64
MW43G	MEDICAL WASTE 43 GAL	\$ 36.75	3.90%	\$ 1.43	\$ 38.18
MWTCB	MEDICAL WASTE TRACE CHEMO BOX	\$ 53.55	3.90%	\$ 2.09	\$ 55.64

Note: Additional fees may apply for overweight tubs. Improperly prepared materials cannot be collected.

**\*\*Effective upon provision of recycling services to customer - valid through June 30, 2025**

Finance Charges (0.75% monthly, 9% annually) will be assessed on any past due amount (excluding amounts in dispute over billing or service issues).  
 Billing Terms: Commercial Accounts are billed on a monthly basis.  
 Residential accounts are billed once every three months, in advance.