



# CLATSOP COUNTY

## BOARD OF COMMISSIONERS AGENDA WORK SESSION & REGULAR MEETING VIRTUAL MEETING

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Wednesday, September 09, 2020

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**BOARD OF COMMISSIONERS:**

**Kathleen Sullivan**, Dist. 4 – Chair  
**Sarah Nebeker**, Dist. 2 – Vice Chairperson  
**Mark Kujala**, Dist. 1  
**Pamela Wev**, Dist. 3  
**Lianne Thompson**, Dist. 5

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### JOIN THE BOARD OF COMMISSIONERS VIRTUAL MEETINGS

**Clatsop County Board of Commissioners host virtual meetings on GoToMeeting**

During the COVID-19 pandemic, the Board remains committed to broad community engagement and transparency of government. To provide an opportunity for public testimony while physical distancing guidelines are in effect, the Board will host virtual meetings on GoToMeeting.

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Those wishing to provide testimony on public hearings or provide oral communication at the designated time must register in advance by calling 503-325-1000 or email [commissioners@co.clatsop.or.us](mailto:commissioners@co.clatsop.or.us). Once registered, you will be notified when it is your opportunity to speak for a two-minute presentation. The public may also submit comments via email to be read to the Board at the designated time. Please send submissions to [commissioners@co.clatsop.or.us](mailto:commissioners@co.clatsop.or.us).

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### WORK SESSION: 5:00 PM

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

Board Communication {5 min}

Discuss Formal Agenda {5 min}

**TOPICS:**

1. Public Health Update {5 min}
- [2. Human Services Advisory Council Bylaws Revision {10 min} {Page 3}](#)

3. Tourism Promotion Funding Recommendations {20 min} {Page 15}

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**REGULAR MEETING: 6:00 PM**

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

**ROLL CALL**

**AGENDA APPROVAL**

**BUSINESS FROM THE PUBLIC** - Individuals may present comments to the Board via email [commissioners@co.clatsop.or.us](mailto:commissioners@co.clatsop.or.us) by 3 p.m. on the day of the meeting to submit for the record.

**CONSENT CALENDAR**

- 4. Svensen Island Bridge Repair 2020 {Page 21}
- 5. Fund Exchange Agreement with ODOT {Page 41}
- 6. Coronavirus Emergency Supplemental Funding Grant {Page 61}
- 7. Dispatch Services Agreement with Astoria Police Department {Page 86}

**COMMISSIONER'S LIAISON REPORTS**

**COUNTY MANAGER'S REPORT**

**BUSINESS AGENDA**

- 8. Highland Park Vacation Petition {Page 90}

**GOOD OF THE ORDER**

**ADJOURNMENT**

**EXECUTIVE SESSION**

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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.co.clatsop.or.us](http://www.co.clatsop.or.us)

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

# Board of Commissioners Clatsop County

## WORK SESSION AGENDA ITEM SUMMARY

September 9, 2020

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**Topic:** Human Services Advisory Council Bylaws Revision  
**Presented By:** Lauren Wilson, Social Services Coordinator

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**Informational  
Summary:**

The Human Services Advisory Council is asking for approval of revisions to a number of sections in its Bylaws. The Bylaws were last revised in 2003. The proposed revisions update the Bylaws to reflect current developments in the field of human services and to clarify processes used by the Council to fulfill its purpose. The attached draft version of the revised Bylaws shows the requested changes through redline and includes a justification for each change. The attached final version is a clean copy of the revised Bylaws with all changes accepted.

### Attachment List

- A. Draft of Revised Bylaws with redline changes and justifications
- B. Final of Revised Bylaws with all changes accepted

**Clatsop County  
Human Services Advisory Council  
By-Laws**

(Adopted September 24, 1997)  
(Revised February 27, 2001)  
(Revised January 13, 2003)  
(Revised August 26, 2020 )

**Article I – Name**

The name of this organization shall be the Clatsop County Human Services Advisory Council.

**Article II – Duties and Responsibilities**

The general duties and responsibilities of this Council are:

1. To identify needs and establish priorities for the three areas of interest listed in Article III- Section 1 for the publicly funded human service delivery system.

*Justification: clarification of the Council’s role and purpose*

2. To participate in the selection of service providers.
3. To participate in the evaluation of services to assure they are effectively addressing the needs and priorities, and are of high quality.
4. To provide a community balance and an independent opinion to the Clatsop County Board of Commissioners regarding service directions, decisions, and proposals.
5. To provide a link to the community at-large through advocacy, public information, and education activities sponsored by the County.

**Article III- Structure**

Section 1

The Human Services Advisory Council shall be made up of three areas of interest; each addressing a specific area of service as follows:

**Developmental Disabilities**—addressing the needs of and services for people with developmental disabilities and Intellectual/Developmental Disabilities and Autism Spectrum Disorder.

*Justification: update scope of Developmental Disabilities area of interest*

**Mental Health** – addressing prevention, intervention and treatment of individuals with mental health issues or other programs related to behavioral health by statute (ORS 430.630 (~~87~~)) (See attached Appendix A.

*Justification: update ORS reference and specifically reference attachment with the text of the applicable ORS*

**Alcohol and Drug** will constitute the Local Alcohol and Drug Advisory Committee (LAPDC) as required by statute (ORS 430.290, ORS 430.342 and 430.350) in Clatsop County. (See attached

Appendix A)

*Justification: update ORS reference and specifically reference attachment with the text of the applicable ORS*

Section 2

The Council may convene a work group of knowledgeable persons to advise the Council in specific program areas or to address any ad hoc issues as needed. Other meetings of the Council will be called as needed with one week’s notice given by email, phone, or mail.

*Justification: update approved methods of notice delivery*

Section 3

The Council shall come together no less than four times per year to conduct the business of the Council.

Section 4

The Human Services Advisory Council may, by resolution adopted by the majority of the Council, establish an Executive Committee as the Council may deem it necessary for the effective operation of the Council. The three members of the Executive Committee shall be the two Council officers (Chair and Vice-Chair) plus one other member of the Council elected by a majority vote of the Council. Vacancies in the membership of the Committee shall be filled by the Council at a regular or special meeting but all members of the Executive Committee must be members in good standing of the Human Services Advisory Council. The Executive Committee shall have all of the powers and authority of the Council in the intervals between meetings of the Council, subject to the direction and control of the Council, except for the power to: (a) amend the Articles of Incorporation and/or Bylaws; (b) make any changes to the structure or purpose of the Council, such as adding or eliminating Council programs or services; or (c) dissolve the Executive Committee. The Executive Committee shall give advance notice by e-mail to all members of the Council, specifying the date and topic of the planned Executive Committee meeting. The Executive Committee shall keep regular Minutes of its proceedings and report the same to the Board when required.

*Justification: create the option for the Council to establish an Executive Committee to respond to urgent matters on behalf of the Council such as a response to current events or letters of support*

**Article IV – Membership**

Section 1

All members are appointed by and serve at the pleasure of the Clatsop County Board of Commissioners and shall:

1. Be members of the residential or business community of Clatsop County.
2. Be appointed for terms of up to three years with reappointment at the pleasure of the Clatsop County Board of Commissioners.
  - Each term to begin March 1 and expire the last day of February.
  - Each term to be served at the pleasure of the Clatsop County Board of Commissioners.

~~Be appointed by March 1 and/or October 1 for up to three year terms, each term to begin March 1 and/or October 1 and expire the last day of February or September 30.~~

*Justification: establish a single beginning and expiration date for terms to simplify and facilitate the appointment process*

Section 2

1. Membership on the Council shall not exceed Nine (9). ~~In addition, the Council may include one representative of each the agency who contracts with the County to provide related services. Contractor representatives shall serve in an ex-officio capacity (non-voting).~~

*Justification: clarify council membership requirements by creating separate sections to describe appointed, voting members and non-appointed, non-voting members*

2. Persons employed by contracted providers of human services shall not be eligible for appointment. However, the Council may include one representative of each provider and they shall serve in an ex-officio capacity (non-voting).

*Justification: move sentences from item 1 and item 3 to clarify that employees of providers under contract to the County for human services may not be appointed and may only serve in a non-voting capacity*

3. ~~Persons employed by contracted providers of human services shall not be eligible for appointment.~~ Representation of mental health, alcohol and drug treatment, and developmental disability providers not under contract with the County or connected to contracted providers of the County shall not exceed one member per contracted service.

*Justification: clarify that employees of providers not under contract to the County may be appointed as voting members, provided that appointment is limited to one member for each service area*

4. Membership shall represent: recipients of services, advocates, professionals in the field, key referral sources, non-contracted provider representatives, provider representatives (non-voting), and lay citizens in balanced representation. Representation shall also include minority members who reasonably reflect the proportion of the need for alcoholism treatment and rehabilitation services of minorities in the community and at least one member who have mental or physical disabilities.

Section 3

Upon three unexcused absences from scheduled Council meetings by a member, the member will be contacted by the Chair to see intention of continued service on the Council.

**Article V – Officers**

Section 1

The officers of the Council will be a chairperson and vice-chairperson, with the term of office being one year. The duties of the Council chairperson shall be to preside at all meetings of the Council; to act as a liaison among: the County staff, public agencies, and the Clatsop County Board of Commissioners; and to assign tasks and duties to the respective ad hoc committees. The vice-chairperson will perform these duties in the absence of the chairperson. Election of officers will be

held during the March meeting of every year.

*Justification: establish month of officer election*

**Article VI – Rules of Procedure**

Section 1 – Quorum

For the purpose of doing business, quorum shall be a majority of appointed membership of the Council. Once a quorum is established, business can be transacted for the remainder of the meeting regardless of the number of members present.

Section 2– Open Meetings

The Council shall conform to the procedures outlined in the Open Meeting Law of the State of Oregon

Section 3 – Conflict of Interest

There will be open discussion of situations which might involve conflict of interest on the part of Council members. A member shall abstain from voting on a particular issue where there is a potential of direct benefit to the member or their agency.

Section 4 – Public Statements

No member of the Human Services Advisory Council is authorized to speak on behalf of the Council until the Council takes a position by formal action. This does not prevent any member from making public statements regarding personal or agency views on an issue as long as identification of membership on the Council is not involved.

Section 5 – Recommendations and Actions

1. Agenda Formation: Preliminary agenda formation for the next meeting will be developed through a process decided on by each body. Establishing the agenda shall be allowed at the beginning of each meeting of the Council. The Council and the Advisory Committees may consider any item submitted from any source. All issues of substance will be brought before the Council.

2. Recommendations: The Council may vote to refer matters to the Clatsop County Board of Commissioners with or without recommendations.

3. Minority Reports: Members of the Council may submit a minority report if the intent to do so is announced after the question is called and prior to the call for a vote. The minority report is submitted to the Board in conjunction with the Council’s decision. A minority report may be submitted by members of the Council if the intent to do so is announced prior to the time this action is taken and the minority report is submitted in conjunction with the Council’s recommendations.

*Justification: revise procedure for submission of minority report so that the Council is made aware of the intention before the Council votes on the recommendations to be submitted to the Board rather than afterward*

4. Robert’s Rules of Order: Questions of procedure will be resolved on the basis of Robert’s Rules

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of Order.

### Article VII – Amendments

These By-Laws may be amended by an affirmative vote of a quorum at a meeting of the Human Services Advisory ~~Council Committee~~ after special notification thirty days prior to the date of the meeting and approval by the Clatsop County Board of Commissioners.

*Justification: clarify bylaw amendment procedure for consistency with county policy and the bylaws of other Board committees*

## Appendix A

### **430.630 Services to be provided by community mental health programs; local mental health authorities; local mental health services plan.**

(7) Each community mental health program shall have a mental health advisory committee, appointed by the board of county commissioners or the county court or, if two or more counties have combined to provide mental health services, the boards or courts of the participating counties or, in the case of a Native American reservation, the tribal council.

**430.290** [1973 c.582 §§1,2; 1985 c.740 §13; 2009 c.595 §479; 2009 c.856 §§10,19; repealed by 2011 c.673 §45]

### **430.342 Local planning committees; duties; members.**

(1) The governing body of each county or combination of counties in a mental health administrative area, as designated by the Alcohol and Drug Policy Commission, shall:

(a) Appoint a local planning committee for alcohol and drug prevention and treatment services; or

(b) Designate an already existing body to act as the local planning committee for alcohol and drug prevention and treatment services.

(2) The committee shall identify needs and establish priorities for alcohol and drug prevention and treatment services that best suit the needs and values of the community and shall report its findings to the Oregon Health Authority, the governing bodies of the counties served by the committee and the budget advisory committee of the commission. (3) Members of the local planning committee shall be representative of the geographic area and shall be persons with interest or experience in developing alcohol and drug prevention and treatment services. The membership of the committee shall include a number of minority members which reasonably reflects the proportion of the need for prevention, treatment and rehabilitation services of minorities in the community. [1977 c.856 §3; 2001 c.899 §3; 2009 c.595 §483; 2011 c.673 §21]

### **430.350 Assistance and recommendation of local planning committee.**

(1) Every applicant for a grant made under ORS 430.345 to 430.380 shall be assisted in the preparation and development of alcohol and drug abuse prevention, early intervention and treatment services by the local planning committee operating in the area to which the application relates. Every application shall establish to the satisfaction of the Oregon Health Authority that the committee was actively involved in the development and preparation of such program.

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4. **Robert's Rules of Order:** Questions of procedure will be resolved on the basis of Robert's Rules of Order.

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(2) The committee shall identify needs and establish priorities for alcohol and drug prevention and treatment services that best suit the needs and values of the community and shall report its findings to the Oregon Health Authority, the governing bodies of the counties served by the committee and the budget advisory committee of the commission. (3) Members of the local planning committee shall be representative of the geographic area and shall be persons with interest or experience in developing alcohol and drug prevention and treatment services. The membership of the committee shall include a number of minority members which reasonably reflects the proportion of the need for prevention, treatment and rehabilitation services of minorities in the community. [1977 c.856 §3; 2001 c.899 §3; 2009 c.595 §483; 2011 c.673 §21]

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# Board of Commissioners Clatsop County

## WORK SESSION AGENDA ITEM SUMMARY

September 9, 2020

---

**Topic:** Tourism Promotion Funding Recommendations  
**Presented By:** Monica Steele, Assistant County Manager

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**Informational  
Summary:**

Collections are made on a quarterly basis for transient room taxes throughout the unincorporated areas of Clatsop County. Per ORS 320.350 70% of the funds collected are to be distributed for the purposes of:

- Funding tourism promotion or tourism-related facilities;
- Financing or refinancing the debt of tourism-related facilities and pay reasonable administrative costs incurred in financing or refinancing that debt.

Over the past several years applications have been submitted by qualifying agencies within Clatsop County and a committee that consists of county employees and community members within the tourism industry have reviewed the applications and brought recommendations to the Board on how the funds should be distributed to the qualifying applicants.

The application process for these funds typically begins in October and is advertised in the Daily Astorian as well as posted on the County Website; prior applicants are also emailed the application when the process opens.

Applications are submitted by mid-November and the review committee meets in early December to review and make recommendations.

Current Committee members are:

- Christine Cochran – Hospitality
- Harold Gable – Arts
- Suzanne Johnson – County Employee (A&T)
- Brandon Kraft – Hospitality
- Steve Meshke – County Employee (Parks/Fisheries)
- Don West – Hospitality
- Caroline Wuebben – Hospitality

Prior year recipient examples include:

- Astoria/Warrenton Chamber
- Cannon Beach Chamber
- Seaside Visitor's Bureau
- Oregon's North Coast
- Clatsop County Historical Society
- Cannon Beach History Center

- Columbia River Maritime Museum

For the 2020-2021 FY there is \$94,160 budgeted for distribution to qualifying entities.

Staff is recommending that the Board consider maintaining a portion of these funds for promotion of county related tourist events, i.e. Fair & Expo and Parks; and distributing the remainder of these funds to a single marketing and tourism promotion agency that works on behalf of the North Oregon Coast as a whole. That organization being Oregon's North Coast which is a collaboration of the following agencies:

- Astoria/Warrenton Chamber
- Cannon Beach Chamber
- Seaside Visitor's Bureau

A requirement the Board could have of the Oregon's North Coast could be that on an annual basis they would come before the Board to present their strategic plan for the coming calendar year. This is something that could be done in the October/November time frame prior to the distribution of the funds in January. Subsequent years following the first distribution would also include a follow-up on how the expenditure of the prior year's funds aligned with the original strategic plan.

## **Attachment List**

- A. Exhibit "A" - Statutes on Tourism

**EXHIBIT "A"**

**320.300 Definitions for ORS 320.300 to 320.350.** As used in ORS 320.300 to 320.350:

(1) "Collection reimbursement charge" means the amount a transient lodging tax collector may retain as reimbursement for the costs incurred by the transient lodging tax collector in collecting and reporting a transient lodging tax and in maintaining transient lodging tax records.

(2) "Conference center" means a facility that:

(a) Is owned or partially owned by a unit of local government, a governmental agency or a nonprofit organization; and

(b) Meets the current membership criteria of the International Association of Conference Centers.

(3) "Convention center" means a new or improved facility that:

(a) Is capable of attracting and accommodating conventions and trade shows from international, national and regional markets requiring exhibition space, ballroom space, meeting rooms and any other associated space, including without limitation banquet facilities, loading areas and lobby and registration areas;

(b) Has a total meeting room and ballroom space between one-third and one-half of the total size of the center's exhibition space;

(c) Generates a majority of its business income from tourists;

(d) Has a room-block relationship with the local lodging industry; and

(e) Is owned by a unit of local government, a governmental agency or a nonprofit organization.

(4) "Local transient lodging tax" means a tax imposed by a unit of local government on the sale, service or furnishing of transient lodging.

(5) "State transient lodging tax" means the tax imposed under ORS 320.305.

(6) "Tourism" means economic activity resulting from tourists.

**(7) "Tourism promotion" means any of the following activities:**

**(a) Advertising, publicizing or distributing information for the purpose of attracting and welcoming tourists;**

(b) Conducting strategic planning and research necessary to stimulate future tourism development;

(c) Operating tourism promotion agencies; and

(d) Marketing special events and festivals designed to attract tourists.

**(8) “Tourism promotion agency” includes:**

(a) An incorporated nonprofit organization or governmental unit that is responsible for the tourism promotion of a destination on a year-round basis.

(b) A nonprofit entity that manages tourism-related economic development plans, programs and projects.

(c) A regional or statewide association that represents entities that rely on tourism-related business for more than 50 percent of their total income.

**(9) “Tourism-related facility” means:**

(a) A conference center, convention center or visitor information center; and

(b) Other improved real property that has a useful life of 10 or more years and has a substantial purpose of supporting tourism or accommodating tourist activities.

**(10) “Tourist” means a person who, for business, pleasure, recreation or participation in events related to the arts, heritage or culture, travels from the community in which that person is a resident to a different community that is separate, distinct from and unrelated to the person’s community of residence, and that trip:**

(a) Requires the person to travel more than 50 miles from the community of residence; or

(b) Includes an overnight stay.

**(11) “Transient lodging” means:**

(a) Hotel, motel and inn dwelling units that are used for temporary overnight human occupancy;

(b) Spaces used for parking recreational vehicles or erecting tents during periods of human occupancy; or

(c) Houses, cabins, condominiums, apartment units or other dwelling units, or portions of any of these dwelling units, that are used for temporary human occupancy.

(12) “Transient lodging intermediary” means a person other than a transient lodging provider that facilitates the retail sale of transient lodging and charges for occupancy of the transient lodging.

(13) “Transient lodging provider” means a person that furnishes transient lodging.

(14) “Transient lodging tax collector” means a transient lodging provider or a transient lodging intermediary.

(15) “Unit of local government” has the meaning given that term in ORS 190.003.

(16) “Visitor information center” means a building, or a portion of a building, the main purpose of which is to distribute or disseminate information to tourists. [Formerly 305.824; 2005 c.187 §1; 2013 c.610 §3]

**320.350 Tax moratorium; exceptions; uses of revenues.** (1) A unit of local government that did not impose a local transient lodging tax on July 1, 2003, may not impose a local transient lodging tax on or after July 2, 2003, unless the imposition of the local transient lodging tax was approved on or before July 1, 2003.

(2) A unit of local government that imposed a local transient lodging tax on July 1, 2003, may not increase the rate of the local transient lodging tax on or after July 2, 2003, to a rate that is greater than the rate in effect on July 1, 2003, unless the increase was approved on or before July 1, 2003.

(3) A unit of local government that imposed a local transient lodging tax on July 1, 2003, may not decrease the percentage of total local transient lodging tax revenues that are actually expended to fund tourism promotion or tourism-related facilities on or after July 2, 2003. A unit of local government that agreed, on or before July 1, 2003, to increase the percentage of total local transient lodging tax revenues that are to be expended to fund tourism promotion or tourism-related facilities, must increase the percentage as agreed.

(4) Notwithstanding subsections (1) and (2) of this section, a unit of local government that is financing debt with local transient lodging tax revenues on November 26, 2003, must continue to finance the debt until the retirement of the debt, including any refinancing of that debt. If the tax is not otherwise permitted under subsection (1) or (2) of this section, at the time of the debt retirement:

(a) The local transient lodging tax revenue that financed the debt shall be used as provided in subsection (5) of this section; or

(b) The unit of local government shall thereafter eliminate the new tax or increase in tax otherwise described in subsection (1) or (2) of this section.

(5) Subsections (1) and (2) of this section do not apply to a new or increased local transient lodging tax if all of the net revenue from the new or increased tax, following reductions attributed to collection reimbursement charges, is used consistently with subsection (6) of this section to:

(a) Fund tourism promotion or tourism-related facilities;

(b) Fund city or county services; or

(c) Finance or refinance the debt of tourism-related facilities and pay reasonable administrative costs incurred in financing or refinancing that debt, provided that:

(A) The net revenue may be used for administrative costs only if the unit of local government provides a collection reimbursement charge; and

(B) Upon retirement of the debt, the unit of local government reduces the tax by the amount by which the tax was increased to finance or refinance the debt.

(6) At least 70 percent of net revenue from a new or increased local transient lodging tax shall be used for the purposes described in subsection (5)(a) or (c) of this section. No more than 30 percent of net revenue from a new or increased local transient lodging tax may be used for the purpose described in subsection (5)(b) of this section.

(7)(a)(A) A local transient lodging tax must be computed on the total retail price, including all charges other than taxes, paid by a person for occupancy of the transient lodging.

(B) The total retail price paid by a person for occupancy of transient lodging that is part of a travel package may be determined by reasonable and verifiable standards from books and records kept in the ordinary course of the transient lodging tax collector's business.

(b) The tax shall be collected by the transient lodging tax collector that receives the consideration rendered for occupancy of the transient lodging. [2003 c.818 §11; 2013 c.610 §10]

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

September 9, 2020

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**Issue/ Agenda Title:** Svensen Island Bridge Repair 2020  
**Category:** Consent Calendar  
**Prepared By:** Dean Keranen, County Engineer  
**Presented By:** Ted McLean, Public Works Director

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**Issues Before the Commission:** Approval of a contract with Rognlin's Inc. for repairs to the Svensen Island Bridge

**Informational Summary:** The Svensen Island Bridge is in need of replacement of deteriorating wood components identified in a Bridge inspection report. We conducted an Invitation to Bid and received the following seven responses:

Jeff Carter Construction, Inc.	\$346,148.00
Rognlin's, Inc.	\$490,955.50
Carter & Company, Inc.	\$507,106.50
Oregon State Bridge Construction	\$533,740.00
Bergerson Construction, Inc.	\$534,297.00
Farline Bridge, Inc.	\$595,460.00
Hamilton Construction Co.	\$598,110.00

The contract will be awarded to Rognlin's Inc., the lowest responsible bidder. The apparent low bidder, Jeff Carter Construction, Inc., was disqualified under ORS 279B.110(2) (b) because the company failed to perform the 2018 Netel Bridge contract satisfactorily. The company conducted the work in an unsafe manner.

**Fiscal Impact:** We will use our STP funds for the entire cost of the project that are pending approval under a Fund Exchange Agreement with ODOT.

**Options to Consider:**

1. Approve contract with Rognlin's Inc in the amount of \$490,955.50 and authorize the County Manager to sign the Contract and any amendments.
2. Reject all bids and rebid.

**Staff Recommendation:** Option #1

**Recommended Action:**

Approve the contract with Rognlin's Inc in the amount of \$490,955.50 and authorize the County Manager to sign the Contract and any amendments.

**Attachment List**

A. Contract

**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 Rognlin's Inc. (**Contractor**). Whereas **County** has need of the services which **Contractor** has agreed to provide; **Now Therefore**, in consideration of the sum not to exceed \$490,955.50 to be paid to **Contractor** by **County**, **Contractor** agrees to perform between date of execution and June 30, 2021, inclusive, the following specific construction services:

- A. All materials, Labor, equipment and incidentals, and to perform all work shown on the drawings and described in the specifications for the project, Proposal and Special Provisions for "Svensen Island Bridge Repair Project 2020", Addendum #1, and Project Drawings and Attachment "A" – 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 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, 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 id 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) KS

(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

Katie Snodgrass  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Katie Snodgrass, Vice President

\_\_\_\_\_  
Title

Contractor Address: 321 W. State Street, Aberdeen, WA 98520

# Attachment "A"

## Svensen Island Repair Project 2020 Clatsop County, Oregon Invitation to Bid

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

Addenda will be published on the County's website at <http://www.co.clatsop.or.us>. Bidder is responsible for checking website for addenda.

Bid Opening: August 4, 2020

**Bid Forms**

**Bid Proposal Form**  
**Svensen Island Bridge Project 2020**

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 Svensen Island Bridge Project 2020", Invitation to Bid, Information for Bidders, Special Provisions, Prevailing Wage Rates, Bid Forms, and Contract, on file in the office of the Public Works Department office at 1100 Olney Avenue, Astoria, Oregon and are hereby made a part of this agreement;

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

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

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

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

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

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

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

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

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

Bid Proposal - 1

### Addendum Receipt (if any)

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

ADDENDUM NO. 1 DATE: 07/27/2020

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>Randy Rognlin - President</u>	<u>115 Reynvaan, Dr., Aberdeen, WA 98520</u>
<u>Nick Rognlin - Vice President</u>	<u>8 Cross Road West, Aberdeen, WA 98520</u>
<u>Katie Snodgrass - Vice President</u>	<u>100 Aldergrove Drive, Montesano, WA 98563</u>
<u>Brian Thompson - Treasurer</u>	<u>200 Hemlock Street, Montesano, WA 98563</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  
Liberty Mutual Insurance Company

Name of Agent  
Propel Insurance c/o: Heather Allen

Address  
1201 Pacific Ave #1000, Tacoma, WA 98402

Phone Number (253) 759-2200

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

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

	YES	NO
1. Is bidder a resident bidder? Bid Proposal - 2	<u>      </u>	<u>  X  </u>

- 2. Has bidder paid Oregon unemployment and income taxes within the last 12 months immediately preceding this bid?   X
- 3. Does bidder have a business address in Oregon?        X
- 4. If you are a non-resident bidder:      % is the preference granted by your resident state to local bidders.

DATED:   08/11/2020  

BIDDER:   Rognlin's, Inc.  

BY:   *Katie Snodgrass*  

Title:   Katie Snodgrass, Vice President  

Address:   321 W. State Street, Aberdeen, WA 98520  

Phone:   360-532-5220  

Federal Tax I.D. No.:   91-0724387  

Oregon Contractors Board Registration   70785

**Bid Schedule**  
**Svensen Island Bridge Repair Project**

Item #	Description	Quantity	1 Unit Price	Total Price
1	Mobilization	Lump Sum	\$60,000.00	\$60,000.00
2	Prepare and paint steel including all field touch up painting	3310 SQ FT	\$2.65	\$8,771.50
3	Traffic Control	Lump Sum	\$13,800.00	\$13,800.00
4	Scaffolding (all necessary applications)	Lump Sum	\$22,000.00	\$22,000.00
5	Excavation of roadway and disposal of materials	70 CY	\$40.00	\$2,800.00
6	Temporary bridge support system installation and removal (Bents 1-10)	Lump Sum	\$16,500.00	\$16,500.00
7	Bridge support system engineering (Bents 1-10)	Lump Sum	\$11,500.00	\$11,500.00
8	Bridge material removal and disposal	Lump Sum	\$4,000.00	\$4,000.00
9	Steel pile sleeves and HP12x63 sections installed	3 EA	\$7,500.00	\$22,500.00
10	Corbel replacement installed	6 EA	\$1,300.00	\$7,800.00
11	H beam pile caps installed including gasket/bearing pads	260 LF	\$650.00	\$169,000.00
12	Steel sway bracing installed	448 LF	\$120.00	\$53,760.00
13	Insert wood care preservative into old sway bracing bolt holes and install plugs	Lump Sum	\$1,400.00	\$1,400.00
14	Sheet pile backwalls installed including top plate, gussets and filler plates	72 LF	\$1,100.00	\$79,200.00
15	Backfill and compact road prism including geotextile fabric	64 CY	\$78.00	\$4,992.00
16	3/4"-0" gravel delivered to site	122 TN	\$26.00	\$3,172.00
17	Pollution control	Lump Sum	\$750.00	\$750.00
18	Erosion control	Lump Sum	\$750.00	\$750.00
19	Repair bottom wood brace bent 6	Lump Sum	\$1,260.00	\$1,260.00
20	Steel pile jacked into place in spliced sections until reaching 50 tons of resistance (if necessary)	40 LF	\$115.00	\$4,600.00
21	Pile coring to remove rot in preparation for sleeve and fill with grout (if necessary)	12 LF	\$200.00	\$2,400.00

Bidder Name Rognlin's, Inc.

Total \$ 490,955.50

**First Tier Subcontractor Disclosure Form**  
**For Public Improvements with a contract value of more than \$100,000**  
**(ORS 279C.370)**

**Project Name:** Svensen Island Bridge Repair Project 2020

**Closing Date:** August 4, 2020 at 2:00 p.m.

**Subcontractor Disclosure Deadline:** August 4, 2020 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
Hogan Fab, Inc. 5722 S.E. Johnson Creek Blvd. Portland, OR 97206	\$102,145.00/N/A	Painted Steel Fabrications Supplier
Nucor Skyline Steel LLC 301 54th Ave East, Suite 100 Eife WA 98424	\$19,284.44/N/A	Sheet Pile Supplier

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): Rognlin's, Inc.

## 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 WA )

County of Grays Harbor)

I state that I am Katie Snodgrass, Vice President of Rognlin's, Inc. 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.

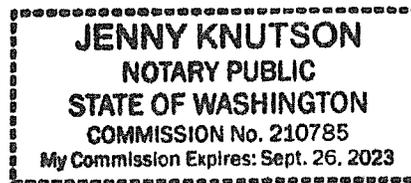
(5) Rognlin's, Inc., its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy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

I state that Katie Snodgrass 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.

*Katie Snodgrass*

Sworn to and subscribed before me this 4th day of August, 2020

*Jenny Knutson*  
NOTARY PUBLIC FOR OREGON Washington  
My Commission Expires: 09/26/23



**CLATSOP COUNTY  
STANDARD PUBLIC IMPROVEMENT CONTRACT  
Bid Bond**

We, Rognlin's, Inc., as "Principal,"  
(Name of Principal)

and Liberty Mutual Insurance Company, an Massachusetts Corporation,  
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Clatsop County ("Obligee") the sum of (\$ 10% of Bid Amount )

Ten Percent (10%) of Bid Amount dollars.

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

Svensen Island Repair Project 2020 which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

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

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 4th day of August, 2020.

PRINCIPAL: Rognlin's, Inc. SURETY: Liberty Mutual Insurance Company

By Katie Snodgrass Signature BY ATTORNEY-IN-FACT:

Katie Snodgrass, Vice President Heather L. Allen  
Official Capacity Name

Attest: [Signature] Corporation Secretary [Signature] Signature

1001 4th Ave Suite 3700  
Address



Seattle	WA	98154
City	State	Zip
<u>(206) 473 - 3788</u>	<u>(866) 547-7987</u>	
Phone	Fax	



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203181-023049

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Holli Albers; Heather L. Allen; James B. Binder; Amelia G. Burrill; Brandon K. Bush; Carley Espiritu; Jacob T. Haddock; Diane M. Harding; Brent E. Heilesen; Kyle Joseph Howat; Cynthia L. Jay; Aliceon A. Keltner; Christopher Kinyon; Alyssa J. Lopez; Jamie L. Marqucs; Erica E. Mosley; Annelies M. Richie; Katharine J. Snider; Eric A. Zimmerman

all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of February, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 25th day of February, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of August, 2020



By: Renee C. Llewellyn, Assistant Secretary

RESOLUTION  
ROGNLIN'S, INC.

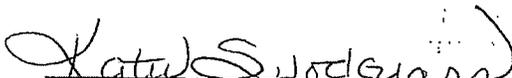
At a special meeting of the Board of Directors of Rognlin's, Inc. held on the 12<sup>th</sup> day of August, 2013, the following resolution was adopted:

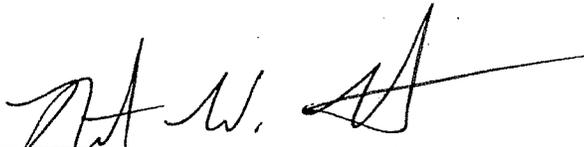
WHEREAS, the board of directors of the company, Rognlin's, Inc., held a special meeting on the 12<sup>th</sup> day of August, 2013, to consider authorization for Randy Rognlin, Katie Snodgrass, Nicholas Rognlin and Brian Thompson, as officers of the corporation to sign any and all documents on behalf of the corporation; and

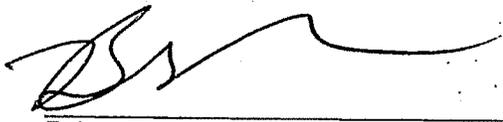
THEREFORE, IT IS HEREBY RESOLVED that Randy Rognlin, Katie Snodgrass, Nicholas Rognlin and Brian Thompson are hereby authorized to sign any and all documents on behalf of the corporation in their capacity as officers of the corporation.

By order of the directors of Rognlin's, Inc..

  
Randy Rognlin, President

  
Katie Snodgrass, Vice President

  
Nicholas Rognlin, Vice President

  
Brian Thompson, Secretary

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

September 9, 2020

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**Issue/ Agenda Title:** Fund Exchange Agreement with ODOT  
**Category:** Consent Calendar  
**Prepared By:** Dean Keranen, County Engineer  
**Presented By:** Dean Keranen, County Engineer

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**Issues Before the Commission:** The Board is being asked to approve an agreement with the Oregon Department of Transportation for an exchange of the County's allotted Federal funds for State funds.

**Informational Summary:** The Public Works Department would like to enter into a Fund Exchange Agreement with ODOT to exchange the County's allotted Federal Surface Transportation Program (STP) funds for State funds. Through the exchange program, Cities and Counties exchange federal dollars for state dollars which allows the County to use Federal funds without being burdened with the federal regulations. The exchange rate is \$94 in State funds for \$100 in federal funds. These agreements will exchange \$797,000.00 in federal funds for \$749,180.00 in State funds.

Each year the County receives an allotment of STP funds to be used on eligible projects and these funds were approved for use on the Svensen Island Bridge repairs.

**Fiscal Impact:** This project will be paid for from the Road Maintenance and Construction budget under Contractual Services.

**Options to Consider:**

1. Approve the fund exchange agreement with ODOT for \$749,180.00 in State funds.
2. Reapply to use the Fund Exchange money for different projects.
3. Save the Fund Exchange money for future projects.

**Staff Recommendation:** Option #1

**Recommended Action:**

*Approve the Fund Exchange Agreement with ODOT for \$749,180.00 in State Funds and sign the Agreement and any amendments.*

## Attachment List

- A. Fund Exchange Agenda Summary
- B. Fund Exchange Agreement for Svensen Island Bridge Repairs
- C. Contract Review Worksheet

G001-T041620

**GRANT AGREEMENT  
OREGON DEPARTMENT OF TRANSPORTATION  
2020 FUND EXCHANGE PROGRAM**

**Project Name: Svensen Island Bridge Repairs**

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and **Clatsop County**, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall end two (2) years after the Effective Date (the “Availability Termination Date”).
- 2. Agreement Documents.** This Agreement consists of this document and the following documents:
  - a. Exhibit A: Project Description**
  - b. Exhibit B: Recipient Requirements**
  - c. Exhibit C: Subagreement Insurance Requirements**
  - d. Exhibit D: Documentation provided by Recipient prior to execution of the Agreement (i.e. application, Part 1 of the Project Prospectus)**

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

- 3. Project Cost; Grant Funds.** To assist in funding the Project, Recipient has requested ODOT to exchange 2020 federal funds, which have been allocated to Recipient, for state funds based on the ratio of \$94 state for \$100 federal.

Based on this ratio, Recipient wishes to exchange \$797,000.00 federal funds for \$749,180.00 state funds (the “Grant Funds”).

- 4. Project.**
  - a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 4(c).

**b. Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).

**i.** Eligible Costs are actual costs of Recipient to the extent those costs are:

**A.** reasonable, necessary and directly used for the Project;

**B.** purchase or production of Aggregate. Recipient shall ensure the purchase or production of aggregate is highway related and exclusively used for highway work;

**C.** purchase of Equipment. Purchased equipment shall be used exclusively for highway purposes for the useful life of the equipment. Recipient shall clearly describe how it has used or plans to use said equipment on highways, and shall demonstrate the equipment will only be used for highway purposes. In the event that the equipment is not used for highway purposes, Recipient shall pay to ODOT the fair market rental value for Recipients non-highway use of the equipment. The useful life and the fair market rental value of the equipment shall be determined by ODOT, based on the type and condition of equipment;

**D.** permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and

**E.** eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.

**ii.** Eligible Costs do NOT include:

**A.** operating and working capital or operating expenditures charged to the Project by Recipient;

**B.** loans or grants to be made to third parties;

**C.** any expenditures incurred before the Effective Date or after the Availability Termination Date; or

**D.** costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;

**E.** right of way costs; or

**F.** costs to adjust, reconstruct or relocate utilities.

**c. Project Change Procedures.**

**i.** If Recipient anticipates a change in scope or Availability Termination Date, Recipient shall submit a written request to their ODOT Contact. The request for change must be submitted before the change occurs.

- ii. Recipient shall not proceed with any changes to scope or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT's approval of a Recipient's request for change. A request for change may be rejected at the sole discretion of ODOT.

#### **5. Reimbursement Process.**

- a. ODOT shall reimburse Recipient for 94% of Eligible Costs up to the Grant Fund amount provided in Section 3. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT's receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement.
- b. Each reimbursement request shall be submitted on letterhead to the ODOT Contact and include the Agreement number, the start and end date of the billing period, and itemize all expenses for which reimbursement is claimed. Recipient shall provide to ODOT proof of payment and backup documentation supporting Recipient's reimbursement requests.
- c. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement;
  - ii. Recipient is in compliance with the terms of this Agreement; and
  - iii. Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

#### **6. Representations and Warranties of Recipient.** Recipient represents and warrants to ODOT as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) 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 Articles of Incorporation or Bylaws, if applicable, (3) 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 a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, 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.

- b. Binding Obligation.** 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 subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

## 7. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in

accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

## **8. Recipient Subagreements and Procurements.**

**a. Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, “subagreements”) for performance of the Project.

**i.** All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.

**ii.** Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third party beneficiary of Recipient’s subagreement with the contractor and to name ODOT as an additional or “dual” obligee on contractors’ payment and performance bonds.

**iii.** Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT’s request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

**b. Subagreement indemnity; insurance.**

*Recipient’s subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees 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 Recipient’s subagreement or any of such party’s officers, agents, employees or subcontractors (“Claims”). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient’s subagreement(s) from and against any and all Claims.*

**i.** Any such indemnification shall also provide that neither Recipient’s subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient’s subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any 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 Recipient’s subrecipient is prohibited from defending the State, or that Recipient’s subrecipient is not adequately defending the State’s interests,

or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.

- ii. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
  - iii. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
  - iv. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- c. **Procurements.** 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, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
- i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
  - ii. All procurement transactions are conducted in a manner providing full and open competition.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

## 9. Termination.

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
  - i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
  - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;

- iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of ten (10) calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
  - iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
  - v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - vi. If the Project would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

## 10. GENERAL PROVISIONS

### a. Contribution.

- i. 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 ODOT or Recipient 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 liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT 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 ODOT on the one hand and of the 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 ODOT 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. ODOT'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 ODOT had sole liability in the proceeding.

- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (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 ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT 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 ODOT 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. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this 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.
- c. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- d. **Duplicate Payment.** Recipient is not entitled to compensation or 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 or the United States of America or any other party, organization or individual.
- e. **No Third Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- f. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section

10(g). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- g. 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 ODOT (or any other agency or department of the State of Oregon) 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 in the State 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, from any Claim or from the jurisdiction of any court. 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.
- h. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.
- i. Insurance; Workers’ Compensation.** 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 subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- j. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an “officer”, “employee”, or “agent” of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- k. Severability.** 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 shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. Integration and Waiver.** This Agreement, including all Exhibits, constitutes 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. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**SIGNATURE PAGE TO FOLLOW**

**THE PARTIES**, by execution of this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Program and Funding Services Manager approved the Fund Exchange on July 2, 2020.

**CLATSOP COUNTY**, by and through its  
elected officials

**STATE OF OREGON**, by and through its  
Department of Transportation

By \_\_\_\_\_  
(Legally designated representative)

By \_\_\_\_\_  
Assistant Highway Division Administrator

Name \_\_\_\_\_  
(printed)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

**APPROVAL RECOMMENDED**

Name \_\_\_\_\_  
(printed)

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

**LEGAL REVIEW APPROVAL  
(If required in Recipient's process)**

Date \_\_\_\_\_

By \_\_\_\_\_  
Recipient's Legal Counsel

By \_\_\_\_\_  
State Traffic-Roadway Engineer

Date \_\_\_\_\_

Date \_\_\_\_\_

**Recipient Contact:**  
Dean Keranen, PE  
County Engineer  
Clatsop County Public Works Department  
1100 Onley Avenue  
Astoria, Oregon 97103  
(503) 325-8631 ext. 2507  
dkeranen@co.clatsop.or.us

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

**ODOT Contact:**  
Shelly White-Robinson,  
Special Program Coordinator  
ODOT, Region 2  
455 Airport Road SE, Building B  
Salem, Oregon 97301  
(503) 986-6925  
shelly.white-robinson@odot.state.or.us

## **EXHIBIT A**

### **Project Description**

**Agreement No. 34385**

**Project Name: Svensen Island Bridge Repairs**

#### **A. PROJECT DESCRIPTION**

The Svensen Island Bridge is located on Svensen Island Road, which is part of the county road system, and is identified by the county as bridge number B0462. ODOT identifies the Svensen Island Bridge as bridge number 11154A. The Svensen Island Bridge Repairs project includes the following:

- repairing pile 4 on bent 6, pile 4 on bent 8 and pile 2 on bent 9;
- replacing pile caps on bents 1 through 10;
- replacing the corbels on pile 4 on bent 2, piles 2 and 4 on bent 3, pile 4 on bent 5, pile 4 on bent 7 and pile 4 on bent 9;
- replacing sway bracing on bents 2 through 9;
- installing sheet pile back walls on bents 1 and 10; and
- repairing south side bottom brace on bent 6.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section 4.

## **EXHIBIT B**

### **Recipient Requirements**

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.
3. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.
4. **Americans with Disabilities Act Compliance.**
  - a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
    - i. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
    - ii. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
    - iii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
    - iv. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- v. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway before acceptance of Project by Recipient and before release of any Recipient contractor.
  - vi. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days before the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
  - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:  
  
<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;  
  
Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
  - iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
  - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c.** Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:

- i. Pedestrian access is maintained as required by the ADA,
  - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
  - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
  - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
  - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section 4 shall survive termination of this Agreement.

**5. Work Performed within ODOT's Right of Way.**

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

**6. GENERAL STANDARDS.**

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

## EXHIBIT C Subagreement Insurance Requirements

### 1. GENERAL.

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by 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 ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which the Recipient is a Party.
- b. The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

### 2. TYPES AND AMOUNTS.

#### a. WORKERS COMPENSATION.

All employers, including Contractor, 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 an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

#### b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within fifty (50) feet of any railroad property, bridge, trestle,

track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Amounts below are a minimum requirement as determined by ODOT:

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.

**c. AUTOMOBILE LIABILITY.**

Automobile Liability Insurance covering Contractor’s business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

**d. ADDITIONAL INSURED.**

The Commercial General Liability Insurance and Automobile Liability Insurance must include the **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an **endorsed** Additional Insured but only with respect to the contractor’s activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**e. “TAIL” COVERAGE.**

If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor’s completion and Recipient’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

**f. NOTICE OF CANCELLATION OR CHANGE.**

The contractor or its insurer must provide thirty (30) days written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**g. CERTIFICATE(S) OF INSURANCE.**

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers’ Compensation.

**The Recipient shall immediately notify ODOT of any change in insurance coverage.**

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

September 9, 2020

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**Issue/ Agenda Title:** Coronavirus Emergency Supplemental Funding Grant

**Category:** Consent Calendar

**Prepared By:** Kristen Hanthorn, Lieutenant

**Presented By:** Paul Williams, Undersheriff

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

**Informational Summary:** The State of Oregon has awarded the Clatsop County Sheriff's Office a Coronavirus Emergency Supplemental Funding Grant in the amount of \$163,300. These funds will be used to assist the Sheriff's Office in responding to the coronavirus. Grant funds will be used to purchase Personal Protective Equipment; staff overtime; housing for justice involved individuals; and increased electronic monitoring expenses due to the reduction in available jail beds. The State of Oregon was awarded federal grant funds and Clatsop County is a subrecipient of those federal funds.

**Fiscal Impact:** The Sheriff's Office did not anticipate this revenue during the fiscal year 2020-21 budget. A Resolution and Order will be necessary to properly receive this revenue and increase appropriations.

**Options to Consider:**

1. Approve and adopt the agreement.
2. Decline the agreement with the resulting loss of revenue.

**Staff Recommendation:** Option # 1

**Recommended Action:**

*“Approve the Coronavirus Emergency Supplemental Funding Grant Agreement and Resolution and Order and authorize the County Manager to Execute.”*

**Attachment List**

- A. Coronavirus Emergency Supplemental Funding Grant Agreement
- B. Resolution and Order.

**CRIMINAL JUSTICE COMMISSION  
CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING  
GRANT AGREEMENT**

885 Summer Street NE  
Salem, OR 97301

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as “CJC,” and **Clatsop County Sheriff’s Office**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.” This Agreement shall become effective on the later of August 1, 2020 or the date when this Agreement is fully executed and approved as required by applicable law.

**1. Grant.** In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$163,300** (the “Grant Funds”) to assist Grantee in implementing the project described in Exhibit A (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC’s obligation to disburse Grant Funds under this Agreement shall end on the Project End Date. The Grant Funds provided under this Agreement are a subaward of federal funds received by CJC under a Federal award. Additional information on the Federal award and subaward are set forth in Exhibit E.

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

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Subagreement Insurance Requirements**
- Exhibit C: **Federal Terms and Conditions**
- Exhibit D: **Federal Award and Subaward Information**

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

**3. Reports.** Grantee shall submit the reports required by this section.

**a. Progress Reports.** Grantee shall submit to CJC a progress report, together with such other Project information as CJC may reasonably request, (collectively, a “Progress Report”) every 6 months during the Project Period. Progress Reports must be received by CJC no later than January 25 and July 25, in each case reporting for the prior calendar 6-month period. Additionally, Grantee shall submit to CJC, no later than January 15, an annual Progress Report

for the prior year that describes, in a narrative fashion, Grantee's progress in meeting the Project's objectives and any remedial actions necessary if those objectives have not been met in any respect. Progress Reports must be submitted through CJC's grant administration website and contain all of the requested data. Grantee must receive prior approval from CJC to submit a Progress Report after its due date.

**b. Financial Reports.** Grantee shall submit to CJC a Financial Report each quarter to detail expenditures of Grant Funds during the prior calendar quarter. Financial Reports must be received by CJC no later than October 25, January 25, April 25, and July 25 for the prior calendar quarter; provided, however, that the final Financial Report must be submitted no later than the earlier of 30 days after completion of the Project or 30 days after the Project End Date. Failure to submit a Financial Report by the due date could result in a suspension of further disbursement of Grant Funds in addition to other remedies arising from Grantee's default. Grantee must receive prior approval from CJC to submit a Financial Report after its due date.

#### **4. Disbursement and Recovery of Grant Funds.**

**a. Disbursement Generally.** Subject to Section 4.b, CJC shall disburse the Grant Funds in a single installment of \$163,300. CJC shall disburse the Grant Funds no later than September 5, 2020. The Grant Funds may be used solely for Eligible Costs incurred in carrying out the Project. "Eligible Costs" are the reasonable costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project, and that are not excluded by CJC, either by this Agreement or by exclusion as a result of financial review or audit.

**b. Conditions Precedent to Disbursement.** CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

**i.** CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.

**ii.** Grantee is in compliance with the terms of this Agreement.

**iii.** Grantee's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

**iv.** All Progress Reports due on or before the date of disbursement have been completed and submitted to CJC.

**v.** All Financial Reports due on or before the date of disbursement have been completed and submitted to CJC.

vi. Grantee has expended all Grant Funds previously disbursed to Grantee under this Agreement.

**5. Recovery of Unexpended Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that remain unexpended (“Unexpended Funds”) on the earlier of termination of this Agreement, completion of the Project, or the Project End Date, must be returned to CJC. Grantee shall return all Unexpended Funds to CJC within 30 days after the earlier of termination of this Agreement, completion of the Project, or the Project End Date.

**6. Representations and Warranties of Grantee.** Grantee represents and warrants to CJC as follows:

**a. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) 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 Grantee’s charter or other governing documents, (3) 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 Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.

**c. No Solicitation.** Grantee’s officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**d. No Debarment.** Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Grantee agrees to notify CJC immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

**7. Records Maintenance and Access; Audit.**

**a. Records, Access to Records and Facilities.** Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, state minimum standards for audits of municipal corporations, and in accordance with 2 CFR Part 200, Subpart F. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements. CJC, the Secretary of State of the State of Oregon (the “Secretary”), the United States Department of Justice Office of Special Programs, Bureau of Justice Assistance (“USDOJ”), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, USDOJ and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC, the Secretary and USDOJ to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

**b. Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

**c. Expenditure Records.** Grantee shall document the expenditure of all funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

**d. Audits.** If Grantee expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the 2 CFR Part 200, Subpart F (Audit Requirements). Copies of all audits must be submitted to CJC within 30 days of completion. If Grantee expends less than \$750,000 in its fiscal year in Federal funds, Grantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 7.a herein.

**e. Audit Costs.** Audit costs for audits not required in accordance with 2 CFR Part 200, Subpart F, are unallowable. If Grantee did not expend \$750,000 or more in Federal funds in its

fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit are not Eligible Costs and may not be charged to Grant Funds.

## **8. Grantee Subagreements and Procurements**

**a. Subagreements.** Grantee may enter into agreements with subgrantees and subrecipients (“Subagreements”) for implementation of portions of the Project.

**i.** Each Subagreement must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Subagreement, including but not limited to the requirement to comply with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable. Use of a Subagreement does not relieve Grantee of its responsibilities under this Agreement.

**ii.** Grantee 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 Grantee to CJC within ten (10) days of its discovery.

**b. Subagreement indemnity; insurance.**

*Each Grantee 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.

Grantee 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 C to this Agreement.

**c. Procurements.**

**i.** Grantee 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, as well as the requirements of 2 CFR §§ 200.317-326, as applicable.

**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 Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

**iii.** The Grantee 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.

**9. Default.** Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

**a.** Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein; or

**b.** Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by CJC to monitor implementation of the Project, the use of the Grant Funds or the performance by Grantee is untrue in any material respect when made.

**10. Remedies upon Default.** If Grantee's default is not cured within 30 calendar days of written notice thereof to Grantee from CJC or such longer period as CJC may authorize in its sole discretion, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement as provided in Section 11.a.ii, suspension

of further disbursements of Grant Funds, recovery of Grant Funds, and declaration of ineligibility for the receipt of future awards from CJC.

## **11. Termination**

- a. Termination by CJC.** CJC may terminate this Agreement upon thirty (30) days advance written notice of termination to Grantee. In addition, CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:
- i.** Grantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
  - ii.** Grantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 10; or
  - iii.** Grantee takes an action without the approval of CJC that, under the provisions of this Agreement, requires the approval of CJC; or
  - iv.** CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
  - v.** Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - vi.** The Project would not produce results commensurate with the further expenditure of funds.
- b. Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:
- i.** After conferring with CJC, Grantee has determined that the requisite local funding to continue the Project is unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or
  - ii.** Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Effect of Termination.** Upon termination of this Agreement, CJC may end all further disbursements of Grant Funds; provided, however, that if this Agreement is terminated under

Sections 11.a.iv, 11.a.v, 11.a.vi, or 11.b, CJC will disburse Grant Funds to cover Eligible Costs incurred by Grantee prior to termination that CJC would otherwise be required to reimburse under the terms and conditions of this Agreement had the Agreement not been terminated. Termination of this Agreement shall not affect Grantee's obligations under this Agreement or CJC's right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant Funds actually received by Grantee or with respect to portions of the Project actually implemented. Specifically, but without limiting the generality of the preceding sentence, Sections 7 and 12 shall survive termination of this Agreement.

## 12. GENERAL PROVISIONS

**a. Contribution.** 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 Grantee 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.

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (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 Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee 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 Grantee 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.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), Grantee 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 Grantee 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 Grantee 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. Grantee'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. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this 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.

**c. Amendments; budget changes.** This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget in Exhibit A that do not increase the total budget amount. If Grantee's proposed changes do not alter any line item in the Project Budget by more than ten percent, the proposed changes to the Project Budget will be effective upon written approval by CJC delivered to Grantee as provided in Section 12.f. All other changes to the Project Budget must be implemented through a formal amendment to this Agreement before the changes become effective.

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for costs reimbursed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

**e. No Third Party Beneficiaries.** CJC and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Grantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other person pertaining to any matter resulting from the this Agreement.

**f. Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 12.f. Any notice personally delivered shall be deemed to be given when actually delivered. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against

CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other Party is expressly acknowledged in writing by the receiving party.

**g. Work Product.** To the extent it has the necessary rights, Grantee 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”). Grantee shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC or Grantee grant to the United States a license to any intellectual property created, produced or obtained as part of or in connection with the Project, or if applicable law requires that the CJC or the United States own such intellectual property, then Grantee shall execute such further documents and instruments as CJC may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or CJC.

**h. Governing Law, Consent to Jurisdiction.**

**i.** 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.

**ii.** Any claim, action, suit or proceeding (collectively, "Claim") between CJC (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon (unless Oregon law requires that it be brought and conducted in another Oregon county). Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such form is an inconvenient forum.

**iii.** Notwithstanding Section 12.h.ii above, 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 Section 12.h.iii applies to a Claim brought against CJC or any other agency or department of 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 Section 12.h.iii 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.

**i. Compliance with Law.** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the

implementation of the Project, including without limitation 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and the federal laws, rules and regulations described in Exhibit C, as applicable. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**j. Insurance; Workers' Compensation.** All employers, including Grantee, 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. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements.

**k. Independent Contractor.** Grantee shall implement the Project as an independent contractor and not as an agent or employee of CJC. Grantee 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 Grantee implements the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of implementing the Project. Grantee acknowledges and agrees that Grantee 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.

**l. Severability.** 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 shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

**m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

**n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes 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. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

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

Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**Approved by Grantee**

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Signature of Grantee \_\_\_\_\_ Date \_\_\_\_\_

---

Name/Title \_\_\_\_\_

93-6002287 \_\_\_\_\_ 0512005-9 \_\_\_\_\_

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Federal Tax ID Number \_\_\_\_\_ State Tax ID Number \_\_\_\_\_

**Approved by Criminal Justice Commission**

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Ken Sanchagrin, Executive Director \_\_\_\_\_ Date \_\_\_\_\_

**Approved for Legal Sufficiency**

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Approved for Legal Sufficiency by AAG Sam Zeigler by email dated August 4, 2020

CJC Contact  
KC Lewis  
885 Summer St. NE  
Salem, OR 97301-2524  
Kenneth.Lewis@oregon.gov  
(480)-363-4564

Grantee Contact  
Paul Williams  
P.O. Box 658  
Astoria, OR, 97103  
pwilliams@co.clatsop.or.us  
(503)-325-8635

# EXHIBIT A

## Project Description and Budget

The goal of the Coronavirus Emergency Supplemental Funding grant is to provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus. The CESF Program is authorized by Division B of H.R. 748, Pub. L. No. 116-136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C. Allowable projects and purposes include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas, and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

Grantee will use Grant Funds for only the following categories of eligible costs:

PPE: \$25,000  
Overtime: \$50,000  
Hotel housing: \$59,500  
Electronic monitoring: \$28,800

Project Start Date: January 20, 2020  
GRANT #: CESF-20-03  
GRANTEE PROGRAM CONTACT: Paul Williams  
EMAIL: pwilliams@co.clatsop.or.us  
TELEPHONE: (503)-325-8635

Project End Date: January 19, 2022  
CFDA #: 16.034  
GRANTEE FISCAL CONTACT: Paul Williams  
EMAIL: pwilliams@co.clatsop.or.us  
TELEPHONE: (503)-325-8635

### BUDGET SUMMARY:

	Grant Funds Requested
Personnel Salaries	\$50,000
Contractual/Consultant Services	\$0
Rent And Utilities	\$0
Supplies	\$25,000
Travel/Training/Conferences	\$0
Equipment	\$0
Administration	\$0
Evaluation	\$0
Other Expenses	\$88,300
Total	\$163,300

## **EXHIBIT B**

### Subagreement Insurance Requirements

Grantee shall require each other party to a 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, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, CERTIFICATES OF INSURANCE, and NOTIFICATION OF CHANGE OR CANCELLATION before the subgrantee performs under Subagreement, and ii) maintain the insurance in full force throughout the duration of the Subagreement. The insurance must be provided by 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. Grantee shall not authorize a subgrantee to begin work under a Subagreement until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subagreements permitting it to enforce subgrantee compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subagreement as permitted by the Subagreement, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a subgrantee to work under a Subagreement when the Grantee is aware that the subgrantee is not in compliance with the insurance requirements.

#### TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Workers' Compensation Insurance as required by applicable workers' compensation laws for persons performing work under a Subagreement including Employers' Liability Insurance with limits not less than \$500,000 each accident.

#### ii. PROFESSIONAL LIABILITY

Required by CJC    Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subagreement, in an amount not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the subgrantee shall provide Tail Coverage as stated below.

#### iii. COMMERCIAL GENERAL LIABILITY.

Required by CJC    Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations and contractual liability coverage for the indemnity provided under

the Subagreement. Coverage shall be written on an occurrence form basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

iv. AUTOMOBILE LIABILITY.

Required by CJC    Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, CJC, and their officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the Subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance is on a "claims made" basis and does not include an extended reporting period of at least 24 months, the subgrantee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of 24 months following the later of : (i) the subgrantee's completion and Grantee's acceptance of all services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the subgrantee a certificate(s) of insurance for all required insurance before the subgrantee performs under the Subagreement. The certificate(s) list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that subgrantee shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance, CJC has the right to request copies of the certificate(s) or insurance policies relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION. The subgrantee or its insurer must provide at least 30 days' written notice to Grantee and 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. Grantee agrees to periodic review of insurance requirements by CJC under this agreement and to provide updated requirements as mutually agreed upon by Grantee.

## EXHIBIT C

### Federal Terms and Conditions

- I. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Grantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.)
- II. No Supplanting. The Grantee certifies that Federal funds will not be used to supplant State or local funds, but will be used to increase the amount of funds that, in the absence of Federal aid, would be made available for law enforcement activities.
- III. Compliance with Applicable Law. The Grantee shall comply with all applicable laws, regulations, and guidelines as written or as amended, of the State of Oregon, the Federal Government and CJC in the performance of this Agreement. Without limiting the generality of the foregoing, Grantee shall comply with all laws, rules and guidelines set forth in the most recent version of the *Grant Management Handbook* published by CJC, including but not limited to:
  - A. The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment Regulations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 54, Title IX Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
  - B. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
  - C. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
  - D. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.).
  - E. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
  - F. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
  - G. Clean Air Act, 42 USC 7401 et seq.
  - H. Clean Water Act, 33 USC 1368 et seq.
  - I. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
  - J. Safe Drinking Water Act of 1974, 42 USC 300f et seq.
  - K. Endangered Species Act of 1973, 16 USC 1531 et seq.
  - L. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.

- M. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
- N. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
- O. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
- P. Indian Self-Determination Act, 25 USC 450f.
- Q. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
- R. Animal Welfare Act of 1970, 7 USC 2131 et seq.
- S. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
- T. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.
- U. 28 CFR Part 46 and all USDOJ Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

IV. Standard Assurances and Certifications Regarding Lobbying.

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The CJC will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subgrantees will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

V. Certification of Non-discrimination.

The Grantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination

under, or denied employment in connection with any activity funded under this Agreement on the basis of race, color, age, religion, national origin, disability, or gender. Grantee shall comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3789d); the Victims of Crime Act (42 U.S.C. 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. 5672(b)); Title VI the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12131-34); the Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42, Subparts C, D, E, G, and I, and pt. 54 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No. 13279 (equal protection of the laws for faith-based and community organizations); Exec. Order No. 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

**In accordance with Federal civil rights laws, the grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.**

In the event that a Federal or State court or administrative agency, such as BOLI, makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability or gender against the Grantee or any of its contractors or subcontractors, the Grantee or any of its contractors or subcontractors will forward a copy of the finding to CJC. CJC will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The addresses for CJC and OCR are as follows:

Oregon Criminal Justice Commission  
885 Summer Street, NE  
Salem, Oregon 97301

Office for Civil Rights  
Office of Justice Programs  
U.S. Department of Justice  
810 7th Street, NW  
Washington, DC 20531

## VI. Systems Requirements.

- A. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the Office of Justice Programs (OJP) requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [http://www.it.ojp.gov.gsp\\_grantcondition](http://www.it.ojp.gov.gsp_grantcondition). Grantee shall document planned approaches to information sharing and describe compliance to the GSP and

appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

- B. Any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, Grantee may be fined as per 42 U.S.C 3789g(c)-(d). Grantee may not satisfy such a fine with federal funds.
- C. Grantee understands and agrees that – (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
- D. To avoid duplicating existing networks or information technology systems in any initiatives funded by OJP, Bureau of Justice Assistance (BJA) for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed information technology system.

VII. Services to Limited-English-Proficient (LEP) Persons.

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, the CJC and grantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

- VIII. Equal Employment Opportunity Plan (EEOP). The grantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR) and the DJCS, if it has received a single reward of \$500,000 or more. If the grantee receives \$25,000 or more and has 50 or more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For public grantee agencies receiving less than \$25,000, or public grantee agencies with fewer than 50 employees, regardless of the amount of the award, the grantee will provide

an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. EEOP Certification Forms are available at:  
<http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>:

If required to formulate an EEOP, the Grantee must maintain a current copy on file which meets the applicable requirements. **The grantee must complete the EEOP certification and submit the Certification or the EEOP document (as applicable) within 60 days of contract execution.**

IX. National Environmental Policy Act (NEPA); Special Condition for U.S. Department of Justice Grant Programs.

A. Prior to obligating grant funds, Grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Grantee, a contractor, subcontractor or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

1. new construction;
2. minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain;
3. a renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
4. implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

B. Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Grantee, upon specific request from the Bureau of Justice Assistance, agrees to cooperate with the Bureau of Justice Assistance in any preparation by the Bureau of Justice Assistance of a national or program environmental assessment of that funded program or activity.

X.. Certification Regarding Drug Free Workplace Requirements. Grantee certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in

the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- B. Establishing a drug-free awareness program to inform employees about:
    - 1. The dangers of drug abuse in the workplace;
    - 2. The Grantee's policy of maintaining a drug-free workplace;
    - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - C. Requiring that each employee engaged in the performance of the grant be given a copy of the employer's statement required by paragraph (1).
  - D. Notifying the employee that, as a condition of employment under the award, the employee will:
    - 1. Abide by the terms of the statement; and
    - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
  - E. Notifying the Grantee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
  - F. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
    - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
    - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
  - G. Making a good faith effort to continue to maintain a drug-free workplace.
- XI. No Text Messaging While Driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," Grantee is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Agreement and to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers.

## EXHIBIT D

### Federal Award and Subaward Information Information required by 2 CFR § 200.331(a)(1)\*

#### Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): Clatsop County
2. Subrecipient's unique entity identifier (e.g. DUNS number): 110698474
3. Federal Award Identification Number (FAIN): INSERT FAIN
4. Federal Award Date: 5/14/2020
5. Sub-award Period of Performance Start and End Date: From 1/20/2020 to 1/19/2022
6. Total Amount of Federal Funds Obligated by this Agreement: \$163,300
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement\*\*: \$163,300
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$163,300
9. Federal award project description: Provide funding to assist in preparing for, preventing, and responding to the coronavirus.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
  - (a) Name of Federal awarding agency: Bureau of Justice Assistance
  - (b) Name of pass-through entity: State of Oregon acting by and through its Criminal Justice Commission
  - (c) Contact information for awarding official of the pass-through entity: Ken Sanchagrin  
885 Summer St NE, Salem OR 97301 [ken.sanchagrin@oregon.gov](mailto:ken.sanchagrin@oregon.gov) 971-719-6000
11. CFDA Number and Name: 16.034 Coronavirus Emergency Supplemental Funding Program  
Amount: INSERT AMOUNT
12. Is Award Research and Development?  Yes  No
13. Indirect cost rate for the Federal award: 10 %

\*For the purposes of this Exhibit, the term "Subrecipient" refers to Grantee, and the term "pass-through entity" refers to CJC.

\*\*The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year.

1 IN THE BOARD OF COUNTY COMMISSIONERS  
2  
3 FOR CLATSOP COUNTY, OREGON  
4

5  
6 In the Matter of the Adjustment of Fiscal )  
7 Year 2020-21 Revenue and Appropriations ) RESOLUTION AND ORDER  
8 For the Criminal Justice Commission )  
9 Coronavirus Emergency Supplemental )  
10 Funding Grant )  
11

12 WHEREAS, the Criminal Justice Commission has awarded Clatsop County a  
13 2020-22 Coronavirus Emergency Supplemental Funding Grant to assist in  
14 preparing for and responding to the coronavirus; and  
15

16 WHEREAS, adjustments in the FY 2020-21 budget are necessary to  
17 properly receive the revenue from said grant and make appropriations for the  
18 project, as described in Schedule "A" attached hereto and incorporated herein by  
19 reference, which were not anticipated in the FY 2020-21 budget; and  
20

21 WHEREAS, expenditure of supplemental grants is exempt from the  
22 supplemental budget procedure under ORS 294.338, however, such expenditure  
23 is lawful only after enactment of a Resolution and Order appropriating such grant  
24 monies; now, therefore; and  
25

26 IT IS HEREBY RESOLVED AND ORDERED that the FY 2020-21 revenues and  
27 appropriations for the Parole and Probation Fund, Sheriff's Enforcement Division,  
28 Sheriff's Corrections Division, and Sheriff's Support Division be increased as  
29 described in Schedule "A" attached hereto and incorporated herein by reference.  
30

31 DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
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34 BOARD OF COUNTY COMMISSIONERS  
35 FOR CLATSOP COUNTY, OREGON  
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\_\_\_\_\_  
40 ,Chair  
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2 Page 1 of 2-RESOLUTION AND ORDER  
3 SCHEDULE "A"

4  
5 ADJUSTMENTS INVOLVING AN INCREASE IN REVENUE AND APPROPRIATIONS  
6 IN PAROLE AND PROBATION, SHERIFFS ENFORCEMENT, SHERIFFS  
7 CORRECTIONS, and SHERIFF's SUPPORT FOR A GRANT AWARD  
8

9 <u>Organization Unit/Fund/Line Item</u>	<u>Increase</u>	<u>Decrease</u>
10 PAROLE AND PROBATION 024/2385/81-5235	\$108,300	
11 SHERIFF's ENFORCEMENT 001/2200/81-5235	\$20,000	
12 SHERIFF's CORRECTIONS 001/2300/81-5235	\$30,000	
13 SHERIFF's SUPPORT 001/2190/81-5235	\$5,000	
14 PAROLE AND PROBATION 024/2385/ 82-3095	\$59,500	
15 PAROLE AND PROBATION 024/2385/82-2045	\$25,000	
16 PAROLE AND PROBATION 024/2385/82-3079	\$18,800	
17 PAROLE AND PROBATION 024/2385/ 82-1945	\$5,000	
18 SHERIFF's ENFORCEMENT 001/2200/82-1945	\$20,000	
19 SHERIFF's CORRECTIONS 001/2300/82-1945	\$20,000	
20 SHERIFF's CORRECTIONS 001/2300/ 82-3079	\$10,000	
21 SHERIFF'S SUPPORT 001/2190/82-1945	\$5,000	

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42 Page 2 of 2-RESOLUTION AND ORDER  
43

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

September 9, 2020

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**Issue/ Agenda Title:** Dispatch Services Agreement with Astoria Police Department

**Category:** Consent Calendar

**Prepared By:** Paul Williams, Undersheriff

**Presented By:** Matthew Phillips, Sheriff

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**Issues Before the Commission:** Agreement (IGA) with the Astoria Police Department to provide 911 and dispatch services for the Clatsop County Sheriff's Office.

**Informational Summary:** Clatsop County contracts with the City of Astoria for the majority of the 911/Dispatch services used by the Sheriff's Office. The Police services agreement addresses the rights and responsibilities of the City of Astoria in providing 911 and non-emergency line answering service, radio dispatch and record keeping.

The City of Astoria's cost of providing this service remained the same as 2019/20. The contract amount charged to each user agency is based on call load of which the County's share remained stable for 2019/20.

**Fiscal Impact:** The cost of the contract of \$379,977 is budgeted for in the 2020/2021 budget.

**Options to Consider:**

1. Approve the Agreement and authorize the County Manager to execute.
2. There really is not an alternative as the service is required and neither the Sheriff's Office or the Seaside Police Department has the capacity to provide this service for the County.

**Staff Recommendation:** Approve the Agreement and authorize the County Manager to execute.

**Recommended Action:**

*Approve the Agreement and authorize the County Manager to execute.*

**Attachment List**

- A. Police Dispatch Services Agreement

# AGREEMENT

## POLICE DISPATCH SERVICES

This Agreement is entered into on the 1st day of July, 2020 by and between CLATSOP COUNTY, hereinafter called "County", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

County and Astoria enter into this agreement because the Astoria Police Radio Communications Center, hereinafter called "Dispatch Center", has the staff and facilities to provide emergency radio dispatch service to County, and County has the necessary funds to pay Astoria for services performed under this agreement.

Nothing in this agreement shall be interpreted to cause the City of Astoria to violate any rules and regulations set forth by the United States of America Federal Communications Commission.

### I. SERVICES TO BE PROVIDED BY ASTORIA

#### A. Basic Services

Astoria shall provide County with twenty-four (24) hour emergency dispatch service. This will include:

1. Answering service for County emergency incoming telephone lines;
2. Advising appropriate agency by means of radio of services requested by the public;
3. Answering radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Provide communications equipment infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.
6. Providing LEADS teletype service to authorized personnel and agencies using ORI OR004000.

Astoria shall retain control of its Dispatch Center Personnel and their performance of services under this agreement. All such personnel performing services for the City of Astoria pursuant to this agreement shall be Astoria employees and contracted City of Seaside certified Telecommunication Operators.

## II. CONSIDERATION

- A. For the service provided by Astoria, County agrees to a cost of \$379,977 for the period of July 1, 2020 to June 30, 2021.

The sum of \$379,977, payment due on September 30, 2020

OR

1. For the period from the 1st day of July, 2019 to the 30th day of September, 2020, the sum of \$94,994.25, payment due on September 30, 2020;
2. For the period from the 1st day of October, 2019 to the 31st day of December, 2020, the sum of \$94,994.25, payment due on December 31, 2020;
3. For the period from the 1st day of January, 2021 to the 31st day of March, 2021, the sum of \$94,994.25, payment due on March 31, 2021;
4. For the period from the 1st day of April, 2021 to the 30th day of June, 2021, the sum of \$94,994.25, payment due on June 30, 2021.

## III. LIABILITY INSURANCE

Each party to this agreement represents to the other that it will have in effect at all times during this agreement liability insurance coverage which covers all sums that each shall be legally obligated to pay as damages for liability under the Oregon Revised Statutes 30.260 to 30.300, the Oregon Tort Claims Act.

## IV. TELEPHONE LINES

County shall assume all costs for installation, maintenance, repair or rental for all emergency telephone lines originating from County.

## V. TERM OF CONTRACT

This contract shall be effective from July 1, 2020 to June 30, 2021 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

## VI. ATTORNEY FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day, month and year first above written.

City of Astoria

Clatsop County

\_\_\_\_\_  
By Bruce Jones, Mayor

\_\_\_\_\_  
By

\_\_\_\_\_  
By Brett Estes, City Manager

\_\_\_\_\_  
By

APPROVED AS TO FORM

\_\_\_\_\_  
Astoria City Attorney  
Blair Henningsgaard

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

September 9, 2020

---

**Issue/ Agenda Title:** Highland Park Vacation Petition  
**Category:** Business Agenda  
**Prepared By:** Vance Swenson, County Surveyor  
**Presented By:** Vance Swenson, County Surveyor

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**Issues Before the Commission:** Vacation of portions of various streets in the Town Plat of Highland Park, located near the end of Labiske Lane, in the South Half of Section 36, Township 8 North, Range 9 West, Willamette Meridian.

**Informational Summary:** On August 13, 2020 a petition to vacate portions of various streets in Highland Park was submitted to the County Surveyor. The notarized signatures of Evelyn Laughman, Edwinn & Judy Fisher, John & Peggy Zorich, Christopher & Elizabeth Salfen, Daniel & Mary Smith, Colleen Tilley & Richard Gustafson, and David Nygaard for Nygaard Land LLC, represents 100% of the adjoining ownership of the property to be vacated. A check for the fee of \$5786 was included. The portions of old platted streets to be vacated are not physically built, structures are built within them, and the rural neighborhood is currently served by other existing county roads. Therefore, county staff request the Board consider vacating these portions of streets. This is the first step in the process; to adopt the Resolution and Order Initiating Vacation and order a Road Master Report from the County Engineer pursuant to ORS 368.346, followed by a series of reports, notifications and public hearings pursuant to statute.

**Fiscal Impact:** The vacation petitioners have paid the road vacation fee of \$5786 to cover all expenses of the vacation.

**Options to Consider:**

1. Approve the resolution and order initiating the vacation of portions of streets in the plat of Highland Park and order a report from the Clatsop County Engineer.
2. Do not accept the road vacation petition.

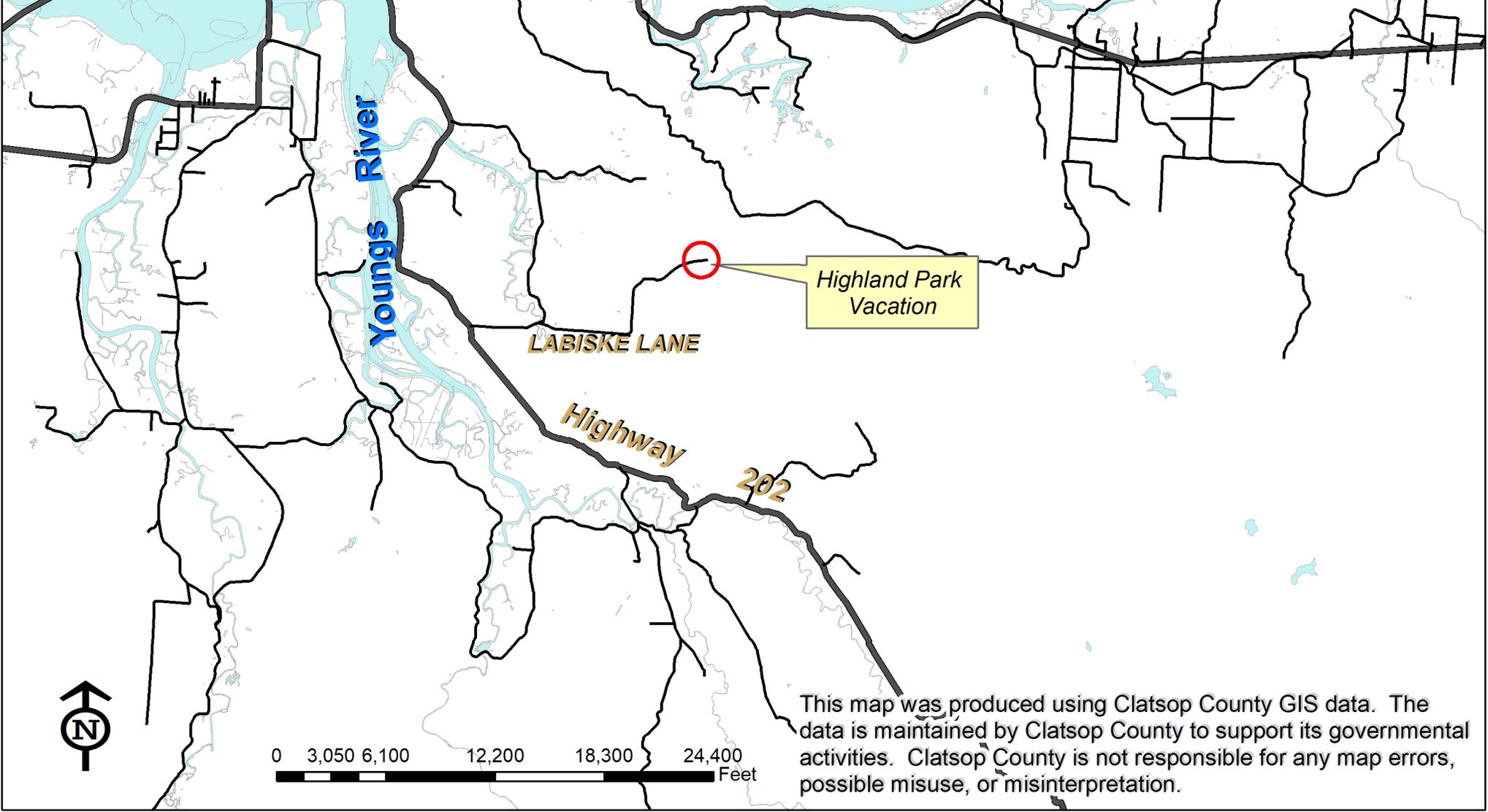
**Staff Recommendation:** Option #1.

**Recommended Motion:**

*Accept the petition for vacation of portions of streets in Highland Park and authorize the Board Chair to sign the resolution and order initiating proceedings.*

**Attachment List**

- A. Vicinity map of area of proposed vacation
- B. Petition for Vacation of a Public Right of Way
- C. R&O Initiating Proceedings to Vacate Portions of 3rd Ave. in Cove Beach



Highland Park  
Vacation

LABISKE LANE

Highway  
202



0 3,050 6,100 12,200 18,300 24,400 Feet

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.

IN THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF THE VACATION OF ) PETITION FOR VACATION  
A PORTION OF STREETS IN HIGHLAND ) OF PORTIONS OF PUBLIC  
PARK ADDITION TO ASTORIA ) ROADWAYS

(I), (WE), HEREBY PETITION THE BOARD OF COUNTY COMMISSIONERS TO VACATE THAT PORTION OF A SUBDIVISION KNOWN AS HIGHLAND PARK ADDITION TO ASTORIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: (LEGAL DESCRIPTION)

Those portions of the streets within the town plat of Highland Park Addition to Astoria, recorded in Book 2, Pages 38 and 39, Clatsop County Town Plat Records, described as follows: All of that portion of Seventeenth Avenue between the east line of Fifth Street and a line beginning at the midpoint of the north line of Block 42, and running Northerly and perpendicular to the north line of said Block 42; All of that portion of Fifteenth Avenue between the east line of Fifth Street and the Southerly extension of the west line of the property described in Book 650, Page 14, Clatsop County Deed Records; All that portion of Thirteenth Avenue between the east line of Fifth Street and the east line of Third Street; All that portion of Fifth Street between the north line of Nineteenth Avenue and the southerly right-of-way line of Labiske Lane; All that portion of Fifth Street between the south line of Eleventh Avenue and a line beginning on the east line of Fifth Street at a point that is 50.00 Feet North of the intersection of said east line of Fifth Street and the north right-of-way line of Labiske Lane, and running Westerly and perpendicular to the east line of said Fifth Street; All that portion of Fourth Street between the north line of Nineteenth Avenue and the south line of Eleventh Avenue; All that portion of Third Avenue between the south line of Thirteenth Avenue and that portion of Third Avenue already vacated in Instrument Number 201200984, Clatsop County Deed Records. No portion of any existing County Road right-of-way is intended to be included in this description.

THE VACATION OF THIS ROADWAY IS REQUESTED FOR THE FOLLOWING REASON (S):  
TO ELIMINATE UNUSED STREET RIGHTS-OF-WAY TO MAKE THE VACATED AREA CONFORM TO THEIR CURRENT USE BY ABUTTING LANDOWNERS.

THE NAMES AND ADDRESS OF ALL PERSONS OWNING ANY REAL PROPERTY ABUTTING THE PUBLIC ROADWAY PROPOSED FOR VACATION ARE AS FOLLOWS:

EVELYN LAUGHMAN  
38384 LABISKE LN  
ASTORIA, OR 97103

EDWINN & JUDY FISHER  
38415 LABISKE LN  
ASTORIA, OR 97103

JOHN & PEGGY ZORICH  
38275 LABISKE LN  
ASTORIA, OR 97103

CHRISTOPHER &  
ELIZABETH SALFEN  
38196 LABISKE LN  
ASTORIA, OR 97103

DANIEL & MARY SMITH  
38185 LABISKE LANE  
ASTORIA, OR 97103

COLLEEN TILLEY &  
RICHARD GUSTAFSON  
884 5<sup>TH</sup> ST  
ASTORIA, OR 97103

NYGAARD LAND LLC  
PO BOX 100  
WARRENTON, OR  
97146

THE NAMES AND ADDRESSES OF ALL PERSONS OWNING ANY IMPROVEMENTS  
CONSTRUCTED ON THE PROPERTY PROPOSED FOR VACATION ARE AS FOLLOWS:  
(INCLUDE ANY UTILITY EASEMENTS KNOWN)

EVELYN LAUGHMAN  
38384 LABISKE LN  
ASTORIA, OR 97103

JOHN & PEGGY ZORICH  
38275 LABISKE LN  
ASTORIA, OR 97103

DANIEL & MARY SMITH  
38185 LABISKE LANE  
ASTORIA, OR 97103

THE NAMES AND ADDRESSES OF ALL PERSONS HOLDING ANY RECORDED INTEREST IN  
THE PROPERTY PROPOSED TO BE VACATED ARE AS FOLLOWS:

NONE

PETITIONER (S) ACKNOWLEDGE THAT HE/THEY CONSENT TO THE PROPOSED VACATION  
AND THAT HE/THEY OWN AT LEAST SIXTY PERCENT OF THE LAND ABUTTING THE  
PROPERTY PROPOSED TO BE VACATED OR HE/THEY REPRESENT AT LEAST SIXTY  
PERCENT OF THE OWNERS OF PROPERTY ABUTTING THE PROPERTY PROPOSED TO BE  
VACATED.

Dated this 7 day of August, 2020.

PETITIONER(S) SIGNATURE

ADDRESS AND TELEPHONE NUMBER

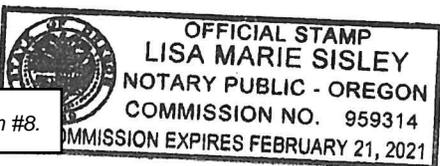
Evelyn M. Laughman

38384 LABISKE LN  
ASTORIA, OR 97103  
503-325-4683

This instrument was acknowledged before me on Aug 7, 2020 by  
Evelyn M. Laughman.

Lisa M Sisley  
NOTARY PUBLIC FOR OREGON

My commission expires on the 21 day of February, 2021.



Dated this 30<sup>th</sup> day of July, 2020.

PETITIONER(S) SIGNATURE

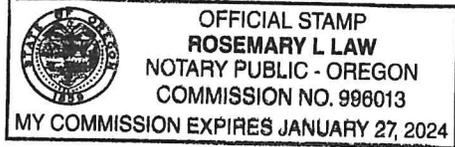
ADDRESS AND TELEPHONE NUMBER

Edwin Fisher

38414 LABISKE LN  
ASTORIA OR 97103

This instrument was acknowledged before me on July 30<sup>th</sup> 2020 by

Edwin Fisher



Rosemary Law  
NOTARY PUBLIC FOR OREGON

My commission expires on the 27 day of January, 2024.

Dated this 30 day of July, 2020.

PETITIONER(S) SIGNATURE

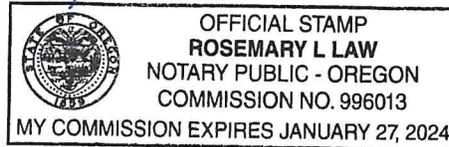
ADDRESS AND TELEPHONE NUMBER

Judy A. Fisher

38414 Labiske Lane  
Astoria, OR. 97103

This instrument was acknowledged before me on July 30, 2020 by Judy A. Fisher by

Judy A. Fisher



Rosemary Law  
NOTARY PUBLIC FOR OREGON

My commission expires on the 27 day of January, 2024.

Dated this 5 day of AUGUST, 2020.

PETITIONER(S) SIGNATURE

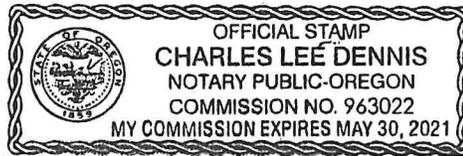
ADDRESS AND TELEPHONE NUMBER

[Signature]

38275 Labadie Ln  
Ostoria OR 97103  
503-325-2068

This instrument was acknowledged before me on AUGUST 5, 2020 by

[Signature]



NOTARY PUBLIC FOR OREGON

My commission expires on the 30<sup>th</sup> day of MAY, 2021.

Dated this 5<sup>th</sup> day of AUGUST, 2020.

PETITIONER(S) SIGNATURE

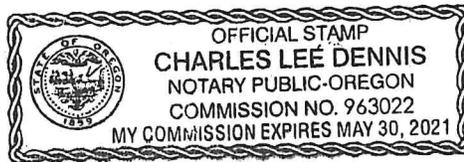
ADDRESS AND TELEPHONE NUMBER

[Signature]

38275 Labadie Ln  
Ostoria OR 97103  
503-325-2068

This instrument was acknowledged before me on AUGUST 5, 2020 by

[Signature]



NOTARY PUBLIC FOR OREGON

My commission expires on the 30 day of MAY, 2020.

Dated this 7<sup>th</sup> day of August, 2020

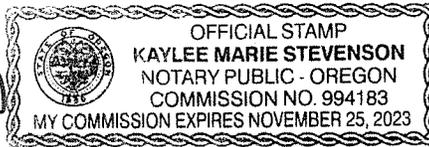
PETITIONER(S) SIGNATURE  
[Signature]

ADDRESS AND TELEPHONE NUMBER

38196 Labisike Ln.  
Astoria, OR 97103  
503-325-3324

This instrument was acknowledged before me on 7<sup>th</sup> August 2020 by

[Signature]  
Kaylee Marie Stevenson  
NOTARY PUBLIC FOR OREGON



My commission expires on the 25<sup>th</sup> day of November, 2020.

Dated this 7<sup>th</sup> day of August, 2020

PETITIONER(S) SIGNATURE

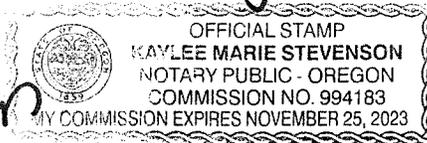
[Signature]  
Elizabeth Saffner

ADDRESS AND TELEPHONE NUMBER

38196 Labisike Ln  
Astoria, OR 97103  
503-325-3324

This instrument was acknowledged before me on 7<sup>th</sup> August 2020 by

[Signature]  
Kaylee Marie Stevenson  
NOTARY PUBLIC FOR OREGON



My commission expires on the 7<sup>th</sup> day of August, 2020

Dated this 6<sup>th</sup> day of August, 2020.

PETITIONER(S) SIGNATURE

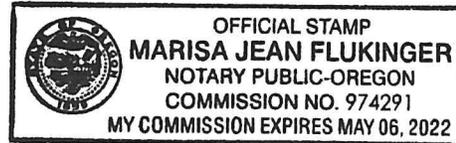
ADDRESS AND TELEPHONE NUMBER

Mauff Smith

38185 Labiske Lane  
Astoria, OR 97103

This instrument was acknowledged before me on August 6, 2020 by

Marisa Flukinger  
M. Flukinger  
NOTARY PUBLIC FOR OREGON



My commission expires on the 6<sup>th</sup> day of May, 2022.

Dated this 6<sup>th</sup> day of August, 2020.

PETITIONER(S) SIGNATURE

ADDRESS AND TELEPHONE NUMBER

David L. Smith

38185 Labiske Lane  
Astoria OR 97103

This instrument was acknowledged before me on August 6, 2020 by

Marisa Flukinger  
M. Flukinger  
NOTARY PUBLIC FOR OREGON



My commission expires on the 6<sup>th</sup> day of May, 2022.

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

PETITIONER(S) SIGNATURE

ADDRESS AND TELEPHONE NUMBER

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by

\_\_\_\_\_

NOTARY PUBLIC FOR OREGON

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

PETITIONER(S) SIGNATURE

ADDRESS AND TELEPHONE NUMBER

Colleen Tille

884 Fifth Street

Richard Gustafson

Astoria, OR. 97103

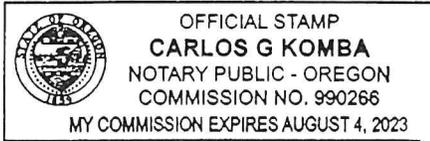
(503) 325-8366

This instrument was acknowledged before me on 08/10/2020 by

Colleen Tille  
Richard Gustafson

[Signature]

NOTARY PUBLIC FOR OREGON



My commission expires on the 04<sup>th</sup> day of August, 2023.

Dated this 11th day of August, 2020.

PETITIONER(S) SIGNATURE

ADDRESS AND TELEPHONE NUMBER

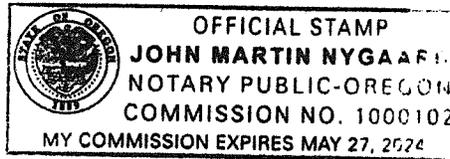
[Signature]  
as member/owner Nygaard  
Land LLC

Nygaard Land, LLC  
PO Box 100  
Warrenton, OR 97146

This instrument was acknowledged before me on August 11, 2020 by

David Nygaard as member/owner  
of Nygaard Land LLC  
[Signature]

NOTARY PUBLIC FOR OREGON



My commission expires on the 27th day of May, 2024.

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

PETITIONER(S) SIGNATURE

ADDRESS AND TELEPHONE NUMBER

\_\_\_\_\_

\_\_\_\_\_

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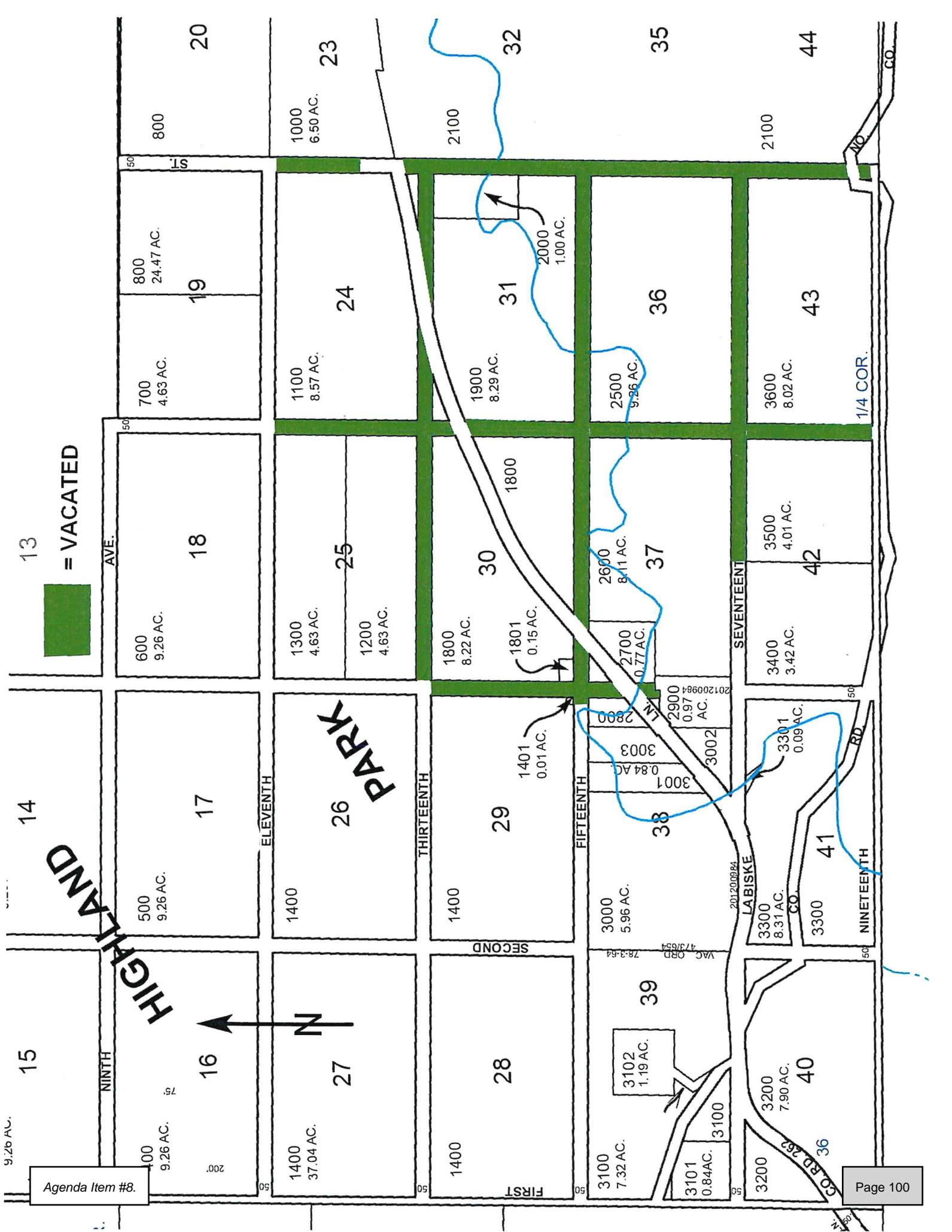
\_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by

\_\_\_\_\_

NOTARY PUBLIC FOR OREGON

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



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IN THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY

IN THE MATTER OF INITIATING )  
PROCEEDINGS TO VACATE ) RESOLUTION AND ORDER  
PORTIONS OF STREETS IN THE )  
PLAT OF HIGHLAND PARK )

WHEREAS, a petition has been received for the vacation of portions of various streets in the Town Plat of Highland Park containing the acknowledged signatures of all adjoining property owners.

NOW THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the petition for vacation of portions of streets in Highland Park is accepted.

BE IT FURTHER RESOLVED AND ORDERED that the Clatsop County Engineer shall prepare and file with the Board of County Commissioners a written report pursuant to ORS 368.346.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

BOARD OF COMMISSIONERS FOR  
CLATSOP COUNTY, OREGON

\_\_\_\_\_  
Kathleen Sullivan, Chair