



CLATSOP COUNTY

BOARD OF COMMISSIONERS AGENDA

WORK SESSION & REGULAR MEETING

VIRTUAL MEETING

Wednesday, July 14, 2021

BOARD OF COMMISSIONERS:

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

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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}

TOPIC:

1. Public Works Facility Needs Assessment {45 min} {Page 3}

REGULAR MEETING: 6:00 PM

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

ROLL CALL

AGENDA APPROVAL

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

CONSENT CALENDAR

- [2.](#) Intergovernmental Agreement with Oregon State Marine Board for Waterborne Public Safety {Page 26}
- [3.](#) Award of six-month contract to Bio-Oregon for purchase of fish food with option to renew for additional six months {Page 55}
- [4.](#) Approval of Contract with Ryder Election Services LLC for Printing of Election Ballots } {Page 89}
- [5.](#) Intergovernmental Agreement 170119 between Oregon Health Authority (OHA) and Clatsop County Department of Public Health {Page 97}
- [6.](#) Consider an offer on County owned property {Page 137}
- [7.](#) Board of Commissioners Minutes 5-26-21 {Page 145}
- [8.](#) Board of Commissioners Minutes 6-9-21 {Page 151}

COMMISSIONER'S LIAISON REPORTS

COUNTY MANAGER'S REPORT

PUBLIC HEARING

- [9.](#) Hearing for vacation and relocation of a portion of Fern Hill County Road {Page 160}

BUSINESS AGENDA

- [10.](#) Adopt Proposed Fee Schedule for Clatsop County to be implemented July 15, 2021 {Page 181}

GOOD OF THE ORDER

ADJOURNMENT

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

Agenda packets also available online at www.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

July 14, 2021

Topic: Public Works Facility Needs Assessment
Presented By: Monica Steele – Assistant County Manager
Mackenzie Engineering
Ted Mclean – Public Works Director

**Informational
Summary:**

In prior years the Board prioritized the relocation of essential buildings and infrastructure outside the tsunami inundation zone in an effort to optimize response during a disaster event. Should a natural disaster occur Clatsop County plays a critical role in the county-wide emergency preparedness, response, and recovery.

Based on this Board prioritization County staff have been working for the past few years on identifying potential relocation options for the existing Public Works facility that meet the following essential criteria:

- Outside the inundation zone;
- Located on the southwest side of the Lewis & Clark and Young's River;
- Availability of multiple ways to and from the facility for redundant access in a potential emergency;
- A site that has adequate size and shape, including accommodations for debris removal and storage of materials.

In January of 2020 the county expanded efforts by contracting with a realtor to represent on the County's behalf for potential land acquisition. In late July of 2020 the County entered into a Purchase Sale Agreement for the potential acquisition of property commonly known as the "Sorting Yard" for the amount of \$900,000 as a potential site to relocate the PW facility.

At the Board's direction the county went out for an RFP and then entered into a contract with Mackenzie Engineering to conduct a Public Works Facility Needs Assessment that included the following six tasks:

- Assessment of the existing Public Works facility
- Program development including a 20-year forecast
- Facility tours of other jurisdictions facilities
- Site evaluations of potential relocation sites
- Concept development based on the approved sites (3)

- Project cost development based on the final concept designs (2)

The County team who met regularly and worked with the Mackenzie through the assessment process included:

- County Commissioner – Pam Wev
- County Commissioner – John Toyooka
- Public Works Director – Ted Mclean
- Assistant Public Works Director – Terry Hendryx
- County Engineer – Dean Keranen
- Community Development Director – Gail Henrikson
- Assistant County Manager – Monica Steele

When working on the task of evaluating potential sites for the relocation twenty criteria were used to factor the scoring of each site including the four previously listed essential criteria. Through the scoring process the three highest scoring sites of: Airport Hill Road, NCBP, and the Sorting Yard were identified as being best suited to meet the needs of the PW Department, and would be further evaluated through task #5 – Concept Development.

Prior to moving forward with task #6 – Project Cost Development, the property owner of the Airport Hill site was contacted and based on conversations it was determined that this location was not a viable option as the property is not available for sale. Based on this information the conceptual designs for the remaining two sites of NCBP and the Sorting Yard were then evaluated for projecting the potential development costs.

Through the cost analysis it is projected that the NCBP would have higher development costs associated with this site. In addition, and as reflected in previous work sessions regarding the developmental feasibility of the NCBP and the attached economic information, there are future economic impacts that should be considered when evaluating the NCBP as a viable option for the relocation of the PW facility.

Through this process Mackenzie also evaluated the existing facility and noted deficiencies in the existing facility that included the original factors that prompted this staff work:

- Current facility is located in the inundation zone;
- Current facility is located on the northeast side of the Lewis & Clark and Young's River limiting access to the central and southern portions of Clatsop County;
- Limited availability of multiple ways to and from the facility for redundant access in a potential emergency;
- County fleet fueling station located in the inundation zone eliminating county fueling (Public Works, Sheriff, County departmental support vehicles, other governmental jurisdictions, et.) access in a major event;
- Numerous ADA, Building Code, and structural limitations that would require a significant investment of resources while still being located within the inundation zone.

Knowing these deficiencies, should the Board choose to stay at the existing location and make necessary improvements, an investment in a satellite site on the southwest side of the rivers should still be considered for the County to appropriately provide emergency preparedness, response, and recovery to the central and southern portions of Clatsop County.

Based on the assessment completed by Mackenzie, staff is recommending the Board move forward with the purchase of the Sorting Yard property and take a phased approach to construction of a new Public Works facility that will also provide space for the Sheriff's Office and Emergency Management to be co-located for emergency response.

Next steps, should the Board choose to move forward with this project, would include beginning design work for the facility as well as the initial financing work of the project.

Attachment List

- A. Mackenzie – PW Needs Assessment Intro
- B. NCBP Presentation – Economic Slides

MACKENZIE.

DRAFT



Clatsop County

Clatsop County Public Works Needs Assessment

Draft Report - June 25, 2021

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INTRODUCTION

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PROJECT TEAM

CLATSOP COUNTY

- Monica Steele - Assistant County Manager
- Ted Mclean - Public Works Director
- Gail Henrikson - Community Development Director
- Terry Hendryx - Assistant Public Works Director
- Dean Keranen - County Engineer
- John Toyooka - County Commissioner
- Pamela Wev - County Commissioner



MACKENZIE

- Jeff Humphreys - Project Principal
- Adam Olsen - Project Manager
- Thomas Peck - Designer
- Iris Wu - Architecture
- Steven Tuttle - Landscape Architecture
- Alex Bauer & Holly Zahra - Interior Design
- Brent Nielsen - Civil Engineering
- Brian Varricchione - Land Use Planning



CONSTRUCTION FOCUS

- Steve Gunn - Construction Cost Estimator



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PROJECT INTRODUCTION

The Clatsop County Public Works Department and Clatsop County Staff selected Mackenzie to develop a new replacement facility for the Public Works Department. The replacement facility has been designed in an effort to better meet the Clatsop County Public Works Department's needs and goals; provide a facility out of the flood inundation zone, located on the southwest side of the rivers, with multiple ways to and from the facility for redundant access in an emergency; provide a more efficient operational model and layout; better align with the current space demand for the Department; and allow for future staff, facility growth and operational changes.

Clatsop County selected Mackenzie to work with staff to validate the building space-needs program for a replacement facility; facilitate tours of other existing public works facilities in the region; assess potential sites for a building; develop a conceptual design; and create an estimation of anticipated project costs, inclusive of construction, consultant, and owner costs needed to fund the project for the Department's consideration.

Mackenzie, which was established in 1960 and is based in Portland, Oregon, provides an integrated design approach to projects, including architecture, structural engineering, landscape architecture, civil engineering, land use planning, transportation planning and interior design services. Mackenzie's Public Projects team specializes in municipal and emergency response facility design, space needs evaluations, and bond campaign assistance. In the past almost 2 decades, Mackenzie has worked on publicly funded projects in Oregon and Washington for more than 23 counties and municipalities, providing design and engineering services for more than 100 essential facility projects.

The project has been conceived as a build-out to meet the needs of the Department for the next 20 plus years and provide functionalities common to a modern public works facility.

The information contained within this report provides a detailed overview of Mackenzie's work with the Clatsop County Public Works Department and Clatsop County Staff. All steps involved in this process have been documented and organized based on the associated task, and are contained within the pages of this report for the consideration of Clatsop County. Recommendations for next steps have been outlined at the end of the Executive Summary.

EXECUTIVE SUMMARY

Public facility design, specifically public works facilities, are unique in that the building and all its functions are tools integral to the effective and efficient enhancement of agency operations and safety. Public works design focuses on functional efficiency, and its critical role in meeting the stringent requirements associated with protection and security of the site and building, its staff, and the community served. Jurisdictional, state, and federal criteria for safety, security and operational procedures drive these requirements and invariably impact design considerations and cost. These criteria ensure that this facility not only is able to improve operational efficiency on a day-to-day basis, but is capable of evolving over the life of the building, resisting and responding to emergency events, providing critical services for the citizens of Clatsop County, enhancing the built environment with a civic presence reflective of the surrounding area, and encouraging investment in the county.

The following report encompasses the primary tasks requested by the Clatsop County Public Works Department and Clatsop County Staff to determine the feasibility of a replacement facility in meeting the criteria stated above including:

1. Existing Facility Assessment
2. Program Development
3. Facility Tours
4. Sites Evaluations
5. Concept Development
6. Project Cost Development

Process and Methodology

Mackenzie employed programming, communication, consensus-building, and goal-setting techniques to ensure that the final report meets the expectations of the stakeholders involved in the process. Using a multidisciplinary approach, extensive public project experience, and lessons learned on previous public works building projects, the team provided architectural, structural, space planning, site planning and land use planning services to meet the project objectives and deliverables.

Mackenzie worked with the Clatsop County Public Works Department, Clatsop County Staff and two Clatsop County Commissioners to support and strengthen dialogue between the Design Team and the Department. The process encompassed the following tasks, each of which have been documented within this report.

Task #1: Existing Facility Assessment

Mackenzie toured the existing facilities on Olney Avenue to examine and document the current space deficiencies, operations, and structural deficiencies of the existing facility as it pertains to seismic design requirements for an essential facility. This evaluation set the stage for future programming dialogue around operational requirements, department culture, and adjacencies—both those indicative of operational facilities in general as well as those unique to Clatsop County Public Works.

The preliminary focus of this task concentrated on examination and documentation of existing infrastructure, building access and circulation, ADA compliance, and life safety compliance.

Primary concerns noted through evaluation of the existing facility includes:

- The entire site is located in the flood inundation zone which wouldn't allow the public works staff to serve the community in a flood event.
- Based on the age and condition of the current public works facility, it does not meet current seismic criteria requirements of essential facilities.
- Several areas are deficient meeting ADA requirements.
- The ability to expand the existing facilities is limited due to availability of land.
- There is a lack of secured parking for public works staff, some equipment, and materials.
- The systems of the buildings appear to be somewhat past their useful life.

Task #2: Program Development

Mackenzie worked closely with the Clatsop County Public Works Staff and two County Commissioners to better understand the current space needs and projected those needs out based on a 20-year forecast. To do so, Mackenzie guided the Public Works Department through the process of space needs identification and required space allocations. From that, the Design Team developed a program matrix that identified the required spaces, their approximate size and amenities to be provided within them. In addition to the primary functional spaces of the facility, the team projected circulation space and requirements for utilitarian areas, such as mechanical and electrical spaces to comprise a complete, comprehensive programming document.

Evaluation of the space needs program determined that a multi-building development of approximately 77,353 square feet would be necessary by the end of the 20-year forecast window.

The programming process also included a discussion of site-related requirements identified during the staff interviews (secure parking, public parking, trash/recycling, emergency generator, etc.) to determine an appropriate site area able to accommodate both building and site program elements. Projections indicate a 20-year demand for approximately 14 parking stalls for the public, 24 secured parking spaces for personal staff vehicles and 79 secured parking spaces for fleet vehicles.

Task #3: Facility Tours

In this task, Mackenzie helped to arrange tours of five comparable public works facilities with key staff. Facilities were selected that are similar to Clatsop County based on size and specific program elements. The intent of these tours was to observe recently completed facilities, learn how those agencies developed the design to meet their needs, and challenge assumptions that were made during the program validation in Task #2. While on these tours, particular attention was given to the flow of spaces, durability of materials and finishes used, and how the building is aging. These tours are used as a tool to test assumptions made during programming, as observation of the layout of a space or size of a room will sometimes adjust expectations of space allocation or confirm the layout of furniture and equipment. Lessons learned and items in need of refinement were discussed at the conclusion of the tours and relevant items were clarified in the program as a final approved document.

Task #4: Sites Evaluations

After programming confirmation, Mackenzie worked with Clatsop County and two County Commissioners to develop a list of fifteen possible sites potentially suitable for development. After identifying the fifteen sites, the team met and eliminated seven of the fifteen sites based on parameters such as: proximity to the flood inundation zone, site access during a flood event, anticipated challenges associated with the land use process and site topography.

The team then met again and evaluated the eight remaining sites using selection criteria (developed by Mackenzie and specific to public works facility and site design) as well as impacts to response time throughout the Department's service area. Evaluation criteria included zoning impacts, geographic considerations, site access, public presence, compatibility with the neighborhood, location, proximity to other county/government functions, site development costs, property availability, expansion opportunities and the ability to meet program requirements. Each site was evaluated on its ability to accommodate each criterion and given a score between 0 (lowest) - 5 (highest). Once evaluated, each score was then tallied to determine the overall score for the individual sites.

Based on this process, and utilizing programming data, adjacency requirements and operational necessities, the Clatsop County Public Works Staff and Mackenzie identified Airport Hill, the North Coast Business Park and Sorting Yard as the three best suited sites to meet the needs of the Public Works Department. Site test fits, based upon programmatic information, were then done on each of the three remaining sites. Shortly after this process, the Airport Hill property became unavailable, so the team utilized the North Coast Business Park and Sorting Yard sites as the basis for further design development.

Task #5: Concept Development

Building upon the programming data and the approved site test fits, Mackenzie refined the site plans and developed three adjacency floor plan diagrams for the office building and shop. These were all reviewed with Clatsop County Public Works staff and two County Commissioners. The team then chose one office and one shop floor plan diagram to further refine. The refined design enabled Mackenzie to establish more accurate cost estimates in the next task.

Task #6: Project Cost Development

Based on the final concept designs, Construction Focus, Inc. developed a Statement of Probable Cost for the facilities and the associated site improvements. These cost projections are comprised of the opinion of costs related to the anticipated raw construction costs and general contractor margins based on a publicly funded project requiring prevailing wage rates for construction.

In conjunction with the development of the construction costs, Mackenzie prepared cost forecasts for consultant costs, including architectural/engineering fees, construction management fees, special inspections, and geotechnical inspections. Mackenzie worked with the County to evaluate and compile potential owner costs, including fixtures, furnishings and equipment; moving costs; special equipment; land acquisition costs and estimated permit fees. A final cost matrix has been prepared that provides a comprehensive look at all anticipated costs associated with the project, summarized to reflect the construction cost, consultant costs and owner costs.

Summary of Recommendations

- Based on the current location (in the flood inundation zone), size, age and seismic limitations of the existing facility, the existing facility is severely challenged to meet current needs or future growth requirements of the Clatsop County Public Works Department.
- Examination of the North Coast Business Park and Sorting Yard sites found them to be ideally sized for the development requirements of the new Clatsop County Public Works Facility; both for the facility itself as well as the required site infrastructure.
- In comparing the North Coast Business Park and Sorting Yard sites, the Sorting Yard site is the best choice for Clatsop County Public Works for the following reasons:
 - The Sorting Yard site has lower overall development costs.
 - The size of the Sorting Yard site allows for future growth and storage areas for the Clatsop County Public Works facility.
 - The Sorting Yard site would have less traffic impacts than the future development area of the North Coast Business Park site.
 - The development of the Sorting Yard site would have no loss of property tax revenue and no loss of job creation as this would allow the North Coast Business Park site to be fully developed and not encumbered by the area of the Clatsop County Public Works facility.

NEXT STEPS

1. Establish a Desired Site, Timeline and Budget for the Project

Based on the findings of Mackenzie's analysis, it is determined that the overall projected costs of the project as described in this report are estimated to be \$56,611,232 for the North Coast Business Park Site and \$56,156,081 for the Sorting Yard Site. It is encouraged that the Clatsop County Public Works Department, County staff and Clatsop County Commissioners agree on a particular site as well as an expectation of project costs and schedule development to provide clear direction to those that represent the project.

2. Determine Funding Mechanism

Confirm the funding mechanism(s) the County expects to pursue to complete the project. Once determined, the financial impacts should be assessed, if any, to the local community in comparison to previous voter approvals.

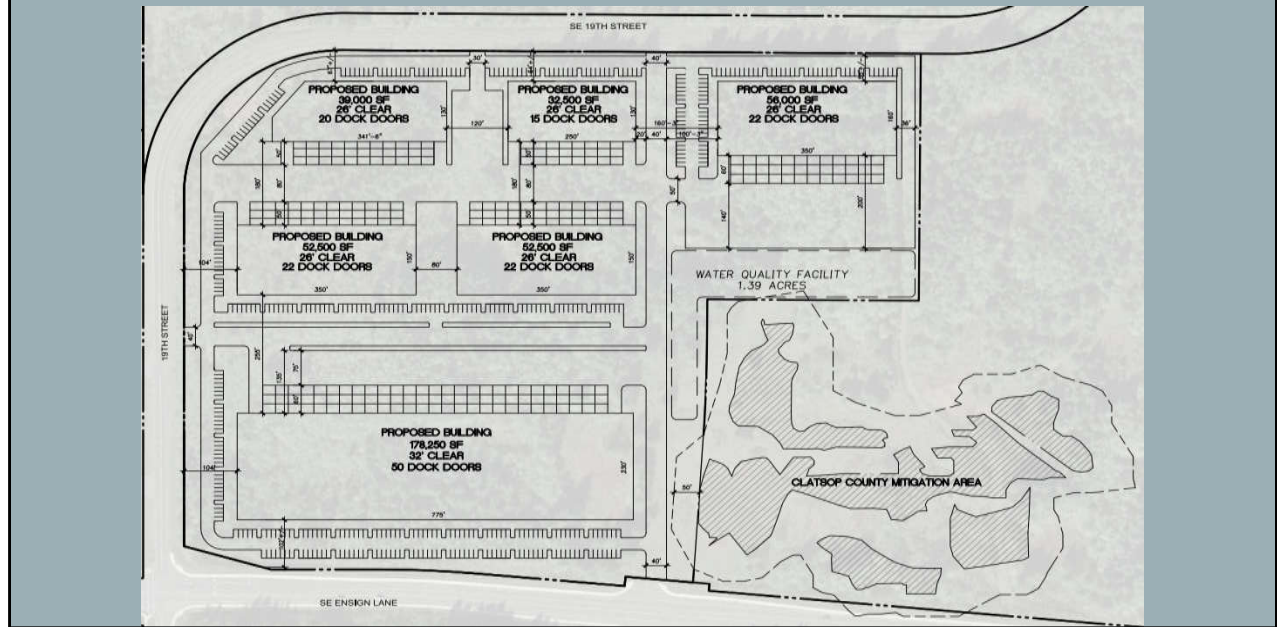
3. Develop Your Advocacy Group

Establish a Public Advisory Committee (PAC) comprised of local community members active in and supportive of the needs of the Clatsop County Public Works Facility. The PAC will be instrumental to continuing the momentum generated during the initial needs assessment phase.

4. Begin the Public Outreach/Campaign Process

Begin the process of presenting the message of the need for the project to the local community. This effort should entail community outreach meetings to allow attendees to observe the existing Public Works Facility, as well as presenting the findings of the Needs Assessment process. A process for outreach to local community organizations and private businesses with an interest in the project should be developed and executed. Provide consistent updates and feedback to the community to ensure that your message reaches as many people as possible.

DEVELOPMENT OPTION I



Taking in development constraints one option proposed by Mackenzie is one large developable lot approximately 30.6 acres in size
Access to the site will be from SE 19th St. and all wetland mitigation for the proposed impacts will occur mostly in the SE corner

ECONOMIC BENEFITS VALUES BASED ON \$100/SQ. FT. OF BUILDINGS

- Option 1a– PW Not located at NCBP
 - 410,750 sq. ft. @ \$100 sq. ft. = \$41,075,000
 - Total RMV = \$46,505,152
 - 20 year tax projection by taxing district
- Option 1b – PW located at NCBP
 - 178,250 sq. ft. @ \$100 sq. ft. = \$17,825,000
 - Total RMV = \$19,875,972
 - 20 year tax projection by taxing district

Option 1a Estimated Tax Revenue Per District		
Billing Rate per Thousand of AV \$13.6960		
	1st Year Taxes	Cumulative Taxes
	\$415,918.26	\$9,888,736.22
City of Warrenton	\$69,697.28	\$1,657,099.77
Warrenton Local Option	\$18,524.40	\$440,429.99
4H & Ext Svc	\$1,418.18	\$33,718.16
Clatsop County	\$46,727.03	\$1,110,966.59
Clatsop County Local Option	\$1,518.39	\$36,100.82
Port of Astoria	\$3,334.39	\$79,277.40
Clatsop Care Center	\$4,676.65	\$111,190.52
Clatsop Care Center Local Option	\$6,984.61	\$166,063.77
Clatsop Comm College	\$25,247.84	\$600,284.41
NW ESD	\$4,081.44	\$97,039.00
School 30	\$193,825.93	\$4,608,341.69
Sunset Transportation	\$4,297.05	\$102,165.32
Urban Renewal	\$35,585.06	\$846,058.78
	\$415,918.26	\$9,888,736.22

Option 1b Estimated Tax Revenue Per District		
Billing Rate per Thousand of AV \$13.6960		
	1st Year Taxes	Cumulative Taxes
	\$177,760.52	\$4,226,375.77
City of Warrenton	\$29,788.13	\$708,232.70
Warrenton Local Option	\$7,917.20	\$188,236.65
4H & Ext Svc	\$606.12	\$14,410.90
Clatsop County	\$19,970.80	\$474,819.25
Clatsop County Local Option	\$648.95	\$15,429.23
Port of Astoria	\$1,425.10	\$33,882.60
Clatsop Care Center	\$1,998.77	\$47,522.04
Clatsop Care Center Local Option	\$2,985.17	\$70,974.48
Clatsop Comm College	\$10,790.75	\$256,557.30
NW ESD	\$1,744.38	\$41,473.78
School 30	\$82,839.83	\$1,969,572.58
Sunset Transportation	\$1,836.53	\$43,664.73
Urban Renewal	\$15,208.80	\$361,599.53
	\$177,760.52	\$4,226,375.77

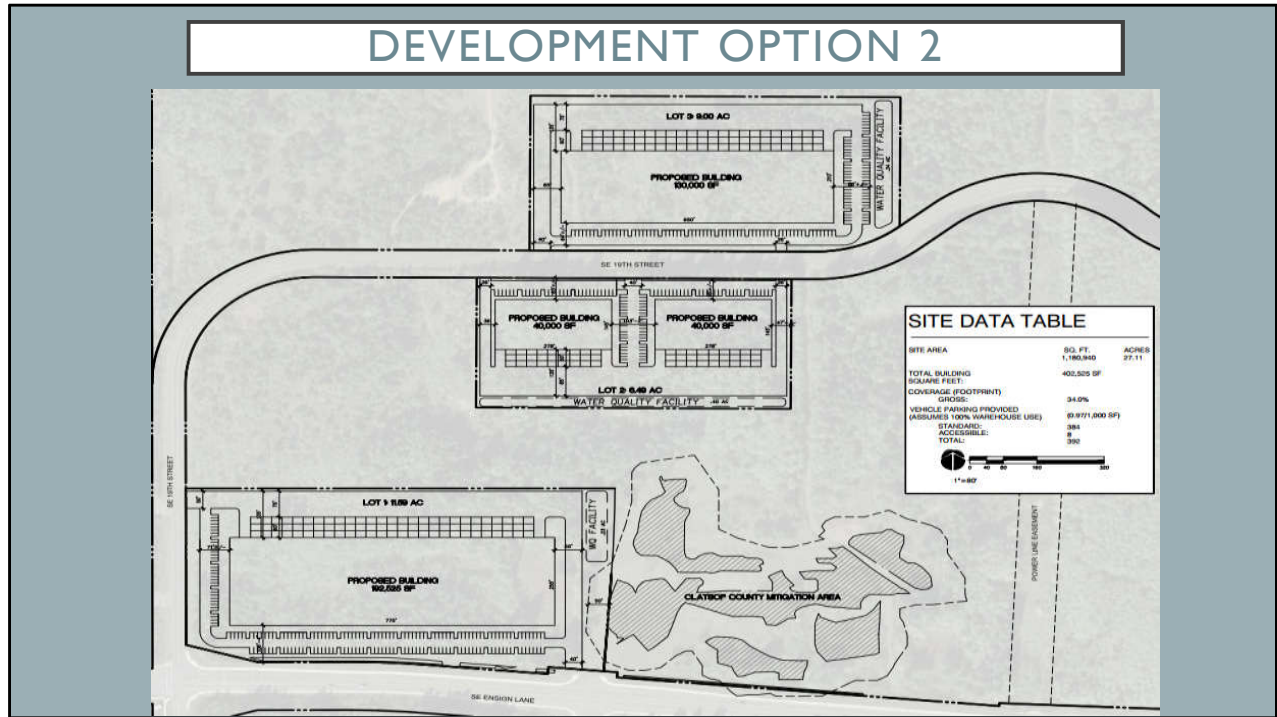
Potential development/job growth opportunities include sectors such as: Telcom, Building Materials and Supplies, and Food & Beverage.

Option 1a at \$125 = annual amount of \$507,757 and 20-yr. cumulative of \$12,072,257

Option 1a at \$150 = annual amount of \$599,595 and 20-yr. cumulative of \$14,255,778

Option 1b at \$125 = annual amount of \$217,615 and 20-yr. cumulative of \$5,173,941

Option 1b at \$150 = annual amount of \$257,469 and 20-yr. cumulative of \$6,121,507



An alternative option would be three smaller developable sites
 These three sites range in size from 6.50 acres to 11.60 acres
 Access would be from SE 19th St. and all wetland mitigation impacts would occur in the SE corner

ECONOMIC BENEFITS VALUES BASED ON \$100/SQ. FT. OF BUILDINGS

- Option 2
 - 402,525 sq. ft. @ \$100 sq. ft. = \$40,252,500
 - Total RMV = \$45,077,185
 - 20 year tax projection by taxing district

Option 2 Estimated Tax Revenue Per District			
Billing Rate per Thousand of AV \$13.6960			
	1st Year Taxes		Cumulative Taxes
	\$403,147.26		\$9,585,097.07
City of Warrenton	\$67,557.19		\$1,606,217.60
Warrenton Local Option	\$17,955.60		\$426,906.34
4H & Ext Svc	\$1,374.63		\$32,682.83
Clatsop County	\$45,292.25		\$1,076,853.74
Clatsop County Local Option	\$1,471.77		\$34,992.32
Port of Astoria	\$3,232.01		\$76,843.14
Clatsop Care Center	\$4,533.05		\$107,776.35
Clatsop Care Center Local Option	\$6,770.14		\$160,964.68
Clatsop Comm College	\$24,472.59		\$581,852.34
NW ESD	\$3,956.12		\$94,059.36
School 30	\$187,874.40		\$4,466,839.99
Sunset Transportation	\$4,165.11		\$99,028.27
Urban Renewal	\$34,492.40		\$820,080.08
	\$403,147.26		\$9,585,097.07

Option 2 at \$125 = annual amount of \$493,147 and 20-yr. cumulative of \$11,724,894
 Option 2 at \$150 = annual amount of \$583,146 and 20-yr. cumulative of \$13,864,691

ECONOMIC BENEFITS

JOB CREATION

Job Density:

Given assumptions of space absorption over time, we convert space into estimates of employment based on how different users and building types typically utilize space. To maintain consistency with Metro's employment assumptions, we assumed the same square foot per employee assumptions used in the 2014 Metro UGR.

Building Type	Sf/Employee
CUB	0
Data Center	5,000
Flex	990
General Manufacturing	600
High-Tech	600
Office	350
Retail	500
Warehouse	1,850

The average ~ 1,000SF of building area (gen manufacturing, flex, office, and warehouse) for 1 employee so about 400 employees for each development scenario.

If the development was 50% warehouse and 50% general manufacturing, we'd have about 450 jobs using these ratios. If we have 45% warehouse, 45% general manufacturing and 5% office, we'd have about 465 jobs.

465 estimated jobs at the median income in the county could be the potential economic income tax opportunity realized for this discussion.

INFRASTRUCTURE COST SUMMARY TABLE		
Infrastructure Element	Estimated Cost – Option 1	Estimated Cost – Option 2
Transportation System	\$2,747,000	\$2,857,000
Water	\$1,136,000	\$1,205,000
Sewer	\$513,750	\$582,500
Storm Drainage	\$306,750	\$334,250
Wetland Mitigation Costs	\$1,535,000	\$1,152,000
Total Costs:	\$6,238,500	\$6,130,750
Infrastructure Costs per Gross Acre:	\$44,030	\$43,269
Infrastructure Costs per Developable Acre:	\$203,873 (\$4.68 per SF)	\$226,227 (\$5.19 per SF)
Total Building Square Feet:	410,750 SF	402,525 SF

Development Timeline Summary

The site development schedule for Options 1 and 2 are similar, both beginning with a 6 month land use timeline for City of Warrenton entitlement requirements. Running somewhat concurrent with that timeline, wetland fill permits can be submitted and reviewed by State and Federal agencies, expecting to take 12-18 months for approvals. Once land use is approved, permitting for public infrastructure improvements can begin, which is expected to be approximately 4-6 months. Building permit review can run concurrent with public infrastructure review as can construction of the building and public infrastructure. The building construction take begin on site as long as the project is working around any wetlands to be filled. Otherwise, building construction will begin at Month 21 (not concurrent with wetland permitting) and extend to Month 27.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 14, 2021

Agenda Title: Intergovernmental Agreement with Oregon State Marine Board for Waterborne Public Safety

Category: Consent Calendar

Presented By: Paul E Williams, Undersheriff

Issue Before the Commission: Agreement with the Oregon State Marine Board (SMB) to provide law enforcement and recreational boating safety services on Clatsop County waterways.

Informational Summary: The SMB has changed to providing contracts on a biennial basis for law enforcement and recreational boating safety services. This Agreement provides funds in support of the costs to operate the County Marine Safety Law Enforcement program. The Marine Board supplies the majority of our patrol vessels and reimburses a portion of the cost of unanticipated major vessel maintenance.

Clatsop County has nearly 100 square miles of waterways and when including all of the island inlets, major rivers and sloughs, we have approximately 400 miles of shoreline. Patrolling and responding to calls, search and rescue, dive operations and homeland security issues are primarily our responsibility. The Marine Board contracts specifically for marine safety enforcement, such as boat equipment requirements, operator's competency, sobriety, passenger safety and boating theft. With this ongoing grant, awarded since 1970, combined with local funding we are able to manage a viable marine response unit.

Fiscal Impact: This contract will provide \$223,581 for both years of the contract totaling \$447,162 which equals approximately 75.3% of the total cost of the program. SMB funding continues to drop and the County adjusts on an annual basis. With current costs the County will terminate the deckhand position in the 2022/23 fiscal year.

Requested Action:

Approve and authorize the County Manager to sign the State Marine Board Intergovernmental Agreement Dispatch Services Agreement 250-2123/#C7689 in the amount of \$447,162 and authorize the County Manager to sign amendments.”

Attachment List

- A. IGA 250-2123/C7689A
- B. Contract Review Sheet

7/16/21



Boating Safety 2021-23 Action Plan

for Clatsop County Sheriff's Office
Agency

Address: P.O. Box 658, Astoria, OR 97103

Phone #: 503-325-8635

Contact for Questions: Paul Williams, 503-338-3654, pwilliams@co.clatsop.or.us

Patrol Hours:	2800
Program Hours:	4040
Total Hours:	6840

**Total Available Hours
from Page 7**

6,840.00

Your Action Plan Overview

The Sheriff's Office will continue with one (1) deckhand position for the 21/22 fiscal year. This will allow one patrol vessel to operate four (4) days a week without any commitment from the Coast Guard for the months of June, July, Aug and two weeks in September. The second vessel will depend on Coast Guard support to operate throughout the busy season and the remainder of the year. Due to the lack of State Marine Board funding and increased personnel costs the deckhand position will be eliminated in the 22/23 fiscal year. If forecasts hold true and the State Marine Board does not significantly increase funding the program will drop down to a 1.3 FTE program effective 23/24 fiscal year.

The Sheriff's Office will continue to focus efforts on boater behavior most associated with accidents, injuries and complaints. The most used water body is the Columbia river and most on-water patrol efforts will center on the Columbia. A significant issue that will be addressed is the failure to make way rules regarding commercial traffic. Otherwise, deputies will focus their attention on reckless, careless and navigation rules that puts boaters and others at risk.

Annual Patrol Plan: 2800 Hours

The Sheriff's Office will utilize a deckhand in 21/22 to increase the number of on-water hours during the summer season. We will continue to take advantage of the Coast Guard program, however, we have noted that their flexibility has been reduced and we are not experiencing the same level of support we have experienced in prior years. This has led to a reduction in on-water hours for the single Marine Deputy during months when he is alone. Due to this the Sheriff's Office expectation for on-water hours is reduced from 60% to 50%.

As stated earlier our efforts will concentrate on the Columbia River, tributaries and the near ocean. We will continue to address unsafe behavior(s) that place boaters at risk. This will include navigation/right of way issues, reckless operation, BUI, speeding and overloaded vessels.

The Sheriff's Office has returned to a hybrid model when it comes to conducting vessel checks. This has allowed a much higher level of checks to be completed at dockside, while allowing deputies to remain on the water when most of boaters are still on the water.

I would like to point out that the Sheriff's Office will primarily use warnings/BERS to obtain compliance with the law and rules. This practice will include, Boater Ed card, expired registration, etc. The deputies have shown success by providing a warning with a request to fix the issue in reasonable time frame. If the incident is sufficiently dangerous and requires immediate intervention the deputies are more likely to take enforcement action.

Deputies will make spot checks on the other area waterbodies primarily by shore. Until the Sheriff's Office receives another small jet boat the other waterbodies are limited to patrol with the skiff.

Boating Safety Program Waterbodies To Be Patrolled



County/Agency: Clatsop County Sheriff's Office

Agenda Item #2.

Waterways (Inland & Ocean)	Specific Area	Start MM/YY	End MM/YY	Add'l Comments
Columbia River	Entire Co. Length			Year round use
Pacific Ocean	CR Bouy	6/21	9/21	Primary safety and guide checks
Youngs Bay and River	Entire Length			Year round use
Cullaby Lake		5/21	10/21	Limited fishing, primary recreational use
Lewis and Clark River	Entire Length			Year round use, non-motorized use increasing
John Day River	Entire Length			Year round use
Coffenbury Lake		6/21	9/21	Fishing
Sunset Lake		6/21	9/21	Fishing and recreational use
Necanicum River		6/21	9/21	Crabbing, steelhead and recreational use
Nehalem River		6/21	2/22	Trout, recreation and winter steelhead
North Fork Nehalem		11/21	2/22	Winter steelhead/salmon
Lost Lake		6/21	9/21	Summer trout and recreation
Fishhawk Lake		6/21	9/21	Summer trout and recreation



Annual Program Plan

4040

Hours

Instructor Training	<p>Expectation: Note personnel involved or willing to be involved in providing training on OSMB behalf. Participation pre-approved by training coordinator.</p>
	<p>Deputy Rico is assisting with OSMB Marine Academy.</p>
Training	<p>Expectation: New or inexperienced DPSST certified marine officers will complete Marine Law Enforcement Academy, Drift Boat, White Water, Swift Water Rescue and other training as appropriate, and attend pre- and post-season meetings, if possible.</p>
	<p>Pre and Post meetings and any training/meetings SMB offers or recommends</p>
Non-OSMB Training	<p>Expectation: Training as per program standards to maintain high level of police skill, performance and certifications.</p>
	<p>Staff will attend all in-house training to maintain proficiency and certification as a deputy sheriff. Both marine deputies are trainers so they will attend training to maintain those certifications. Furthermore, they will instruct Sheriff's Office members in their respective fields.</p>
Maintenance	<p>Expectation: Perform regular and appropriate maintenance such as winterization, oil changes, trailer bearings, basic repairs and other preventative work as needed.</p>
	<p>It is expected that during slow months or down time all preventative and scheduled maintenance will be completed so all fleet vessels are available during the busy season. There is a need to plan for repowering the 2008 North River within the next 2 years.</p>
Waterway Markers	<p>Expectation: Map and track OSMB-funded or approved waterway markers, maintain and confirm locations as per ORS, OAR, safety and informational requirements, maintain inventory.</p>
	<p>Prior to the active boater season local signage will be checked and replaced as needed.</p>

Hazard Mitigation	Expectation: Identify and respond to extraordinary waterway hazards through coordination with OSMB.
	Through patrol and citizen reports assess all navigable waterways for hazards and work the SBM to mitigate, warn or remove.
Abandoned Boats	Expectation: Identify, assess, mitigate and investigate as appropriate. Coordinate with OSMB Abandoned Vessel Program manager.
	The Sheriff's Office recognizes this is a challenging and expensive issue. By patrol and complaints by the public we will identify issues and work with SMB on addressing the issues as funding allows.
Education	Expectation 1: Plan and implement public outreach strategies that teach public basic on-water safety skills. Expectation 2: Provide directly or through partners equivalency exam opportunities in your county.
	Obviously, this has been a challenge over the last two seasons and will continue for awhile. As gatherings open up such as the County fair and safety fairs we will endeavor to participate. We will work with the school districts to identify opportunities as time allows.
Trailer/ing/Travel	Expectation: Note necessary trailering and traveling times specific to your AOR.
	Travel/trailer time is required to reach some of our less used waterways.
Accident Investigation	Expectation: Follow investigation protocols. Notify Boat Accident Investigation Team of fatal or serious accidents. Fully evaluate for BUll. Complete reports within timeframe.
	The Sheriff's Office responds to, investigates and takes appropriate action 24/7. If active Marine Deputies are not available we have a significant number of prior service deputies who can respond. We will coordinate our efforts with other investigating agencies such as the USCG and the SMB.
Administrative	Expectation: Office duties required for program operations.
	Sadly, this takes up a significant amount of our time and we will do what we can to reduce the time spent on this function.
HINS/Livery/Moorage Checks	Expectation: Provide HIN inspections as requested; inspect liveries annually for records compliance; check moorages annually to ensure registration compliance.
	We will work with our marinas when it comes to moorage checks. HIN inspections will be completed within a week of the request.

**Note: Programs are monitored for Road Patrol Assistance and other non-marine activities. Hours should be incidental to program. Also, avoid non-marine operations that cause overtime hours to be charged to marine funding.*

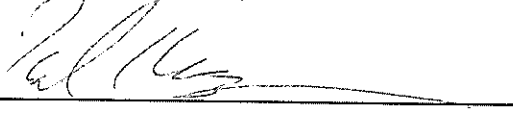
Boating Safety Program Proposed Costs



County/Agency: Clatsop County Sheriff's Office

Allocation (some may not apply)	OSMB	County/Agency Contribution
LE Allocation:	\$447,162.00	
Boat Allocation:	\$0.00	
Special Emphasis:	\$0.00	
Total:	\$447,162.00	\$0.00
Proposed Program Costs:		
	OSMB	County/Agency Contribution
1. Personnel (Must match totals on Form A)	\$447,162.00	\$36,587.60
2. Operations and Maintenance (Must match totals on Form B)	\$0.00	\$110,298.00
3. Boat	\$0.00	\$0.00
4. Total direct Proposed Program Cost (1+2+3, should equal Total in above section)	\$447,162.00	\$146,885.60

County/Agency Authorized Representative:



Signature

Paul Williams

Typed Name

04/15/2021

Date

503-338-3654

Telephone

Boating Safety Program



Proposed Personnel Costs – Form A

Note: “# of Hours” equals staff time dedicated to marine program. This may include overhead such as personal leave but should be proportional to their position (2080 hrs is full time). Note that total hours should be consistent with combined “Patrol” and “Program” hours on page 1.

County/Agency: Clatsop County Sheriff's Office

Employee Compensation				Compensation		
Name	Title	# of Hours	Cost per Hour	Total	OSMB	County/ Agency Cash Contribution
1. Nate Rico	Sr. Dep	4,160.00	\$73.68	\$306,508.80	\$306,508.80	\$0.00
2. Ryan Sisley	Sr. Dep	2,080.00	\$67.46	\$140,316.80	\$140,316.80	\$0.00
3. Odimir Zaragoza	Asst.	600.00	\$16.56	\$9,936.00	\$336.40	\$9,599.60
4.				\$0.00		
5.				\$0.00		
6.				\$0.00		
7.				\$0.00		
8.				\$0.00		
9.				\$0.00		
10.				\$0.00		
11.				\$0.00		
12.				\$0.00		
13.				\$0.00		
14.				\$0.00		
15.				\$0.00		
16.				\$0.00		
17.				\$0.00		
18.				\$0.00		
19.				\$0.00		
20.				\$0.00		
21. Sub-Total (lines 1 thru 20)		6,840.00		\$456,761.60	\$447,162.00	\$9,599.60
22. Overtime (cannot exceed 5% of OSMB's amount on line 21)						\$26,988.00
23. Total Proposed Personnel Costs (lines 21 + 22)					\$447,162.00	\$36,587.60

Boating Safety Program

Proposed Operations & Maintenance Costs – Form B



County/Agency: Clatsop County Sheriff's Office

Operating Supplies/Maintenance/Training Costs	Actual Expenditures		
	Total	OSMB	County/ Agency Cash Contrib.
A. Fuel: Vehicle 3,428.00 gallons @ \$ 3.50 per gallon Boat 3,000.00 gallons @ \$ 4.00 per gallon <div style="text-align: right; margin-top: 10px;">Subtotal of A:</div>	\$11,998.00 \$12,000.00 \$23,998.00	\$0.00 \$0.00 \$0.00	\$11,998.00 \$12,000.00 \$23,998.00
B. Vehicle Lease			
C. Moorage	\$9,000.00	\$0.00	\$9,000.00
D. Expendable Supplies – (\$500 max/each item) specify: 1. Uniform and Equipment Reibursement 2. 3. 4. <div style="text-align: right; margin-top: 10px;">Subtotal of D:</div>	\$4,000.00 \$4,000.00	\$0.00 \$0.00	\$4,000.00 \$4,000.00
E. Maintenance – Refer to your annual maintenance service plan, enter data: Identify by OR # and make: 1. OR714XCX 2015 River Wild 2. OR407XCX 2008 North River 3. OR408XCX 2009 Smokercraft 4. 5. 6. <div style="text-align: right; margin-top: 10px;">Subtotal of E:</div>	\$4,200.00 \$4,200.00 \$1,700.00 \$10,100.00	\$0.00 \$0.00 \$0.00 \$0.00	\$4,200.00 \$4,200.00 \$1,700.00 \$10,100.00
F. Insurance – (specify Insurance Company & policy #): City/County Insurnce 18LCLTC	\$6,000.00	\$0.00	\$6,000.00
G. Non-OSMB Training – specify: 1. Use of Force 2. Reimbursed Travel for Training 3. 4. <div style="text-align: right; margin-top: 10px;">Subtotal of G:</div>	\$2,000.00 \$4,000.00 \$6,000.00	\$0.00 \$0.00 \$0.00	\$2,000.00 \$4,000.00 \$6,000.00

H. Training Attending— specify:				
1. Drift:				
2. Jet:				
3. Academy:				
4. Other:				
Subtotal of H:		\$0.00	\$0.00	\$0.00
I. Other – specify:				
1. Indirect Costs		\$15,000.00	\$0.00	\$15,000.00
2. Telephones		\$2,200.00	\$0.00	\$2,200.00
3. General Equipment		\$4,000.00	\$0.00	\$4,000.00
4. Vehicle Maintenance and Use		\$8,000.00	\$0.00	\$8,000.00
5. Maintenance Equipment-Boathouse Repair		\$20,000.00	\$0.00	\$20,000.00
6. PC Equipment		\$2,000.00	\$0.00	\$2,000.00
7.				
8.				
9.				
10.				
Subtotal of I:		\$51,200.00	\$0.00	\$51,200.00
Subtotal:		\$110,298.00	\$0.00	\$110,298.00

INTERGOVERNMENTAL AGREEMENT

Agreement No. 250-2123CLATSOPCOUNTY-000

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

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110 and ORS 830.110.

SECTION 2: PURPOSE

The purpose of this Agreement is to provide funding to the County to conduct enforcement related to recreational boating in Oregon. Specific activities and assessments are detailed in “Exhibit A” attached hereto and by this reference made a part hereof.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on July 1, 2021, or the date of the last signature, whichever occurs last) (“Effective Date”), and terminates on June 30, 2023, unless terminated earlier in accordance with Section 17.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 OSMB’s Authorized Representative is:

Randy Henry
435 Commercial Street NE Suite 400, Salem OR 97301
503-378-4597
503-378-2612 Office
Randy.H.Henry@state.or.us

4.2 County’s Authorized Representative is:

Sheriff Matt Phillips
Clatsop County Sheriff’s Office
1190 SE 19th St, Warrenton OR 97146
(503) 325-8635
sheriff@co.clatsop.or.us

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

SECTION 5: RESPONSIBILITIES OF EACH PARTY

- 5.1** County shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.
- 5.2** OSMB shall pay County as described in Section 7.

SECTION 6: BOAT OWNERSHIP

- 6.1** The ownership of any boat purchased by the County during the term of this agreement shall be vested with the County regardless of funding source, subject to Section 6.2 and Section 29.
- 6.2** During the term of this agreement and for the useful life of the boat or major piece of equipment, the County agrees to maintain in good working condition any boat or major piece of equipment purchased in whole or in part by the County with funds received from OSMB, pursuant to this agreement and prior agreements between County and OSMB. Preventative maintenance schedules for boats and trailers will be established and adhered to. Further, upon the trade-in or sale of a boat or major piece of equipment purchased, in whole or part, with funds received pursuant to this agreement, County shall apply any proceeds from the trade-in or sale to law enforcement activities approved by OSMB, with such approval not to be unreasonably withheld. Notwithstanding Section 29, upon default of this Agreement or notice from OSMB to County of the termination of funding described in ORS 830.140 or under Section 19 Nonappropriation, all boats and major pieces of equipment purchased, in whole or in part, with funds received pursuant to this agreement or previous agreement between the OSMB and County, shall be returned to the OSMB for reassignment if OSMB requests that the boat or major pieces of equipment be returned to OSMB. Upon OSMB's request, County agrees to permit the transfer of a boat purchased, in whole or part, with funds received pursuant to this agreement to another county.

SECTION 7: COMPENSATION AND PAYMENT TERMS

- 7.1** OSMB shall, upon receipt and approval of expenditure documentation, pay to the County an amount not to exceed the following amounts for the agreement term

Year 1 (July 1, 2021 - June 30, 2022)	\$223,581
Year 2 (July 1, 2022 - June 30, 2023)	\$223,581

- 7.2** Payment requests (i.e., quarterly, as provided in Exhibit A. section J.) shall be only for authorized services provided by the County pursuant to this agreement and for costs actually incurred by the County in conjunction with such services (including salaries/benefits,

supplies or purchases of boats/equipment). At OSMB's discretion, federal funds may be used for payment.

- 7.3** County shall be responsible for providing employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

This agreement is subject to all applicable federal Assurances specified in Exhibit C attached hereto and by this reference made a part hereof. If applicable, County shall provide the OSMB its Annual Comprehensive Financial Report as required in the Single Audit Act of 1984, 31U.S.C. §§7501-7507 (1994) as amended by Pub.L. 104-156, §§ 1-3, 110 Stat. 1397 (1996). At the end of each fiscal year during the term of this agreement, the County has the duty to request the amount of federal pass-through dollars included in the payments made by the OSMB to the County during that fiscal year.

SECTION 8: CONDITION OF PERFORMANCE

In accordance with 44 CFR 13.36(i), the OSMB's performance is conditioned upon the County's compliance with federal, state and local laws and regulations, including but not limited to, the following:

- 8.1** County shall comply and, if applicable, require a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in 2 CFR Part 200.
- 8.2** The applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds. County shall ensure any organization to which funds are passed comply with CFR and OMB requirements
- 8.3** All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection County regulations (40 CFR part 15).
- 8.4** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).
- 8.5** The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 8.6** The Davis-Bacon Act (40 U.S.C. 276a to 276a -7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 8.7** Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

SECTION 9: REPRESENTATIONS AND WARRANTIES

County represents and warrants to OSMB that:

- 9.1** County is a county, duly organized and validly existing. County has the power and authority to enter into and perform this Agreement;
- 9.2** The making and performance by County of this Agreement (a) have been duly authorized by County, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;
- 9.3** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County enforceable in accordance with its terms;
- 9.4** County has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and County will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 9.5** County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

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

SECTION 10: GOVERNING LAW, CONSENT TO JURISDICTION

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

OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 11: CONTRIBUTION

- 11.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 10 with respect to the Third Party Claim.
- 11.2** With respect to a Third Party Claim for which OSMB is jointly liable with County (or would be if joined in the Third Party Claim), OSMB shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of OSMB on the one hand and of County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSMB on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OSMB’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 11.3** With respect to a Third Party Claim for which County is jointly liable with OSMB (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OSMB in such proportion as is appropriate to reflect the relative fault of County on the one hand and of OSMB on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of OSMB on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 12: COUNTY DEFAULT

County will be in default under this Agreement upon the occurrence of any of the following events:

- 12.1** County fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 12.2** Any representation, warranty or statement made by County in this Agreement or in any documents or reports relied upon by OSMB to measure the delivery of services, the expenditure of funds or the performance by County is untrue in any material respect when made;
- 12.3** County (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated as bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 12.4** A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of County, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (c) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 13: OSMB DEFAULT

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

SECTION 14: REMEDIES

- 14.1** In the event County is in default under Section 12, OSMB may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 17, (b) reducing or

withholding payment for work or Work Product that County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring County to perform, at County's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 15 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

- 14.2** In the event OSMB is in default under Section 12 and whether or not County elects to exercise its right to terminate this Agreement under Section 17.3.3, or in the event OSMB terminates this Agreement under Sections 17.2.1, 17.2.2, 17.2.3, or 17.2.5, County's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against County, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against County. In no event will OSMB be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to County exceed the amount due to County under this Section 14.2, County shall promptly pay any excess to OSMB.

SECTION 15: RECOVERY OF OVERPAYMENTS

If payments to County under this Agreement, or any other agreement between OSMB and County, exceed the amount to which County is entitled, OSMB may, after notifying County in writing, withhold from payments due County under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 16: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 11, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 17: TERMINATION

17.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

17.2 OSMB may terminate this Agreement as follows:

17.2.1 Upon 30 days advance written notice to County;

17.2.2 Immediately upon written notice to County, if OSMB fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in OSMB's reasonable administrative discretion, to perform its obligations under this Agreement;

17.2.3 Immediately upon written notice to County, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that OSMB's performance under this Agreement is prohibited or OSMB is prohibited from paying for such performance from the planned funding source;

17.2.4 Immediately upon written notice to County, if County is in default under this Agreement and such default remains uncured 15 days after written notice thereof to County; or

17.2.5 As otherwise expressly provided in this Agreement.

17.3 County may terminate this Agreement as follows:

17.3.1 Immediately upon written notice to OSMB, if County fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in County's reasonable administrative discretion, to perform its obligations under this Agreement;

17.3.2 Immediately upon written notice to OSMB, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that County's performance under this Agreement is prohibited or County is prohibited from paying for such performance from the planned funding source;

17.3.3 Immediately upon written notice to OSMB, if OSMB is in default under this Agreement and such default remains uncured 15 days after written notice thereof to OSMB; or

17.3.4 As otherwise expressly provided in this Agreement.

17.4 Upon receiving a notice of termination of this Agreement, County will immediately cease all activities under this Agreement, unless OSMB expressly directs otherwise in such notice. Upon termination, County will deliver to OSMB all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon OSMB's reasonable request, County will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by County under this Agreement.

SECTION 18: INSURANCE

County shall maintain insurance as set forth in Exhibit D, attached hereto and incorporated

herein by this reference.

SECTION 19: NONAPPROPRIATION

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

SECTION 20: AMENDMENTS

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

SECTION 21: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 21. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 22: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 6, 10, 11, 15, 16 and 22 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 23: SEVERABILITY

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

held to be invalid.

SECTION 24: COUNTERPARTS

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

SECTION 25: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 26: INDEPENDENT CONTRACTORS

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

SECTION 27: INTENDED BENEFICIARIES

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

SECTION 28: FORCE MAJEURE

Neither Party is responsible for any failure to perform nor any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OSMB may terminate this Agreement upon written notice to County after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 29: SECURITY INTEREST

County, in consideration of OSMB's provision of services described in Exhibit A, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants OSMB a continuing security interest in and so pledges and assigns to OSMB all of

the rights of County and all proceeds and products in the boats and equipment purchased pursuant to OSMB's authority under ORS 830.140, including, but not limited to this agreement ("Collateral"). County hereby irrevocably authorizes OSMB at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any financing statements and amendments thereto to complete the attachment, perfection and first priority of, and the ability of OSMB to enforce, OSMB's security interest in the Collateral, including, but not limited to, causing OSMB's name to be noted as secured party on any certificate of title for a titled good. County will not, or will not offer to, sell or otherwise dispose of the Collateral or any interest in the Collateral except with receipt of OSMB's prior written approval. Upon the failure by County to keep, observe or perform any provision of this agreement, without any other notice to or demand upon County, OSMB shall have in any jurisdiction in which enforcement of this agreement is sought, in addition to all other rights and remedies, all rights, privileges, powers and remedies of a secured creditor provided by the Uniform Commercial Code and any additional rights and remedies which may be provided to a secured party in any jurisdiction in which the Collateral or a part thereof is located, at law, in equity, or otherwise, including, without limitation, its right to take immediate possession of the Collateral.

SECTION 30: ASSIGNMENT AND SUCCESSIONS IN INTEREST

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

SECTION 31: SUBCONTRACTS

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

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

SECTION 32: TIME IS OF THE ESSENCE

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

SECTION 33: MERGER, WAIVER

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

SECTION 34: RECORDS MAINTENANCE AND ACCESS

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

SECTION 35: HEADINGS

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

SECTION 36: ADDITIONAL REQUIREMENTS

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

Version 2.2 –February 1, 2019

Page 12 of 18

SECTION 37: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Boating Safety Action Plan), Exhibit C (Federal Assurances), and Exhibit D (Insurances).

SECTION 38: SIGNATURES

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

STATE OF OREGON acting by and through its State Marine Board

Larry Warren, Director

Date

Clatsop County Sheriff's Office

County Sheriff

Date

Signature

Date

Approved for Legal Sufficiency in accordance with ORS 291.047

DOJ Attorney

Date

EXHIBIT A

STATEMENT OF WORK

THE COUNTY AGREES TO:

- A. Enforce the applicable provisions of the Oregon Revised Statutes, Chapters 830 and 704 and Oregon Administrative Rules, Chapter 250.
- B. Investigate complaints of boating law violations and boating accidents as specified in the current version of the OSMB Policy and Procedures Manual, incorporated by reference herein.
- C. Alert the public to unsafe boating conditions.
- D. Assign duties under this agreement to personnel who have completed training and received certification at the Marine Law Enforcement Academy. Boating law enforcement personnel assigned by the County shall be mentally and physically capable of performing required duties. Standards of performance, discipline of officers and the control of personnel performing services pursuant to this agreement shall be the responsibility of the County. County agrees that assigned personnel shall wear a Coast Guard approved personal flotation device (life jacket) while on board a boat.
- E. Provide assistance to boaters and provide search and rescue services as noted in the policy and procedures manual.
- F. Provide law enforcement examinations of boats.
- G. Carry out all aspects of the Boating Safety Program: The Boating Safety Action Plan, Budget and Maintenance Schedule, described in Exhibit B, attached here to and incorporated by reference herein.
- H. Provide OSMB with a revised Boating Safety Program: The Boating Safety Action Plan, Budget and Maintenance Schedule, described in Exhibit B attached here to and incorporated by reference herein no later than MONTH DD for every year the Agreement is effective.
- I. Provide OSMB with monthly activity reports to the OSMB database by the end of each month.
- J. Send quarterly invoices to: Boating Safety Program Fiscal Analyst, Oregon State Marine Board, and 435 Commercial St. NE, Salem, OR 97309. Invoices must be submitted within 45 days following the end of the quarter.
- K. Furnish and supply all necessary labor, supervision, equipment, communications, facilities and supplies necessary to provide the level of service required to fulfill this

agreement.

- L. Submit all requests for boat and related equipment repairs, to which OSMB holds title, to OSMB for approval. Approval is also required for the vendor providing the services.

OSMB AGREES TO:

- A. Provide County an orientation to OSMB policies, regulations, and administrative rules necessary to meet the purpose of this agreement.
- B. Provide required training through the Marine Law Enforcement Academy held once a year.
- C. Provide funds for the purchase of patrol boats, required equipment, fuel, and boat maintenance.
- D. Provide access to and training for the use of OSMB's law enforcement data base.
- E. Make payment to County within 45 days of receiving and approving invoice from County.

EXHIBIT B
(BOATING SAFETY ACTION PLAN)

(SEE ATTACHED)

EXHIBIT C

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Previous Edition Usable

Authorized for Local Reproduction

Standard Form 424B (Rev. 7-97)
Prescribed by OMB Circular A-102

EXHIBIT D

INSURANCE

During the term of this agreement, the County shall provide insurance to cover all loss; damage or injury to the equipment purchased under this agreement, in an amount no less than the purchase price thereof. Such insurance shall be provided by the County through an insurer duly authorized to do business in the State of Oregon but may be provided by self-insurance. Any proceeds from insurance or self-insurance shall be applied to the repair or replacement of the damaged equipment unless the County received prior written direction or authorization from the OSMB to otherwise dispose of the proceeds.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 14, 2021

Agenda Title: Award of six-month contract to Bio-Oregon for purchase of fish food with option to renew for additional six months

Category: Consent Calendar

Presented By: Steve Meshke, Natural Resources Manager

Issue Before the Commission: Each year Clatsop County Fisheries purchases more than \$100,000 in fish food, requiring a contract approved by the Board of Commissioners.

Informational Summary: Clatsop County Fisheries has worked closely with Bio-Oregon since its inception in 1976. Due to the lack of large freezer/storage space, frequent smaller orders shipped from less than 75 miles away are necessary to meet production needs of the program. A contract for purchasing fish food is exempt from competitive bid requirements as per Public Contracting 12.2.5(E).

Fiscal Impact: The amount of this contract is included in the approved FY21/22 budget and is funded by grants from the Bonneville Power Administration, Oregon Dept. of Fish and Wildlife, and fishermen assessment contributions. If the additional six-month renewal makes the total contract for the fiscal year exceed the approved budget amount of \$116,660.00, then a Resolution and Order will be prepared to revise the budget. Each six-month period will operate from a separate mutually agreed upon feed price list.

Recommended Action:

Approve contract C7697 with Bio-Oregon for July 1 – Dec. 31, 2021 and authorize the County Manager to sign original contract and six-month extension for the period January 1 – June 30, 2022.”

Attachment List

A. C7697 Bio-Oregon Inc.

CLATSOP COUNTY, OREGON

800 Exchange Street, Suite 410

Astoria, Oregon 97103

An Equal Opportunity Employer

Contract No: **C7697**

Clatsop County Contract for Materials

This Contract is by and between **Clatsop County (County)** and **Bio-Oregon, Inc. (Contractor)**. Whereas **County** has need of the materials which **Contractor** has agreed to provide; **Now Therefore**, in consideration of the sum not to exceed **\$116,660.00** to be paid to **Contractor** by **County**, **Contractor** agrees to provide the materials below for the period July 1 through December 2021 according to the price list in **Exhibit A**. There will be an option to extend the Contract time period for six months from January 1 through June 30, 2022 inclusive, with a new price list mutually agreed to. Total annual Contract amount will not exceed **\$116,660.00**.

A. The Materials:

Fish food as needed by **County** in accord with prices set forth in **Exhibit A**.

B. Payment Terms:

County will pay within 30 days of receipt of an invoice satisfactory to **County**. Invoices are to be itemized by feed size, feed type, medication and pounds of feed **Exhibit B**.

C. Other Considerations:

Contractor agrees to comply with all provisions applicable to subcontractors under the County's contract with the United States of America by and through Bonneville Power Administration, contract #86170 dated October 1, 2020, and attached hereto as **Exhibit C**.

D. Miscellaneous:

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

2. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the 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 279B.220 through 240 (Public Contracts and Purchasing) are incorporated herein to the extent applicable.

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/Non-assignment.** 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. **Warranty.** **Contractor** warrants that its product meets or exceeds the required **County**

standards and specifications.

13. **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 described in ORS 305.380(4).

14. **Insurance.** **Contractor** shall purchase and maintain at **Contractor's** expense, Comprehensive General Liability and Automobile Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$100,000 for property damage and a minimum of \$500,000 per person for bodily injury and no less than \$1,100,000 for each occurrence. In addition, all such insurance 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**.

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 Manager.

FOR COUNTY:

Signature

Date

Name/Title

FOR CONTRACTOR:

Signature

Date

Name/Title

[Signature] June 21, 2021

Loren Jensen - Asst. Manager

Address: 1140 Industrial Way

Longview, WA 98632



Erica Keyser
Clatsop County Fisheries
2001 Marine Drive Rm 253
Clatsop County Fisheries/Parks
Astoria, OR 97107

Dear Erica,

Please find attached updated feed prices for July 1 to Dec 31, 2021. Prices have gone up more than usual, and the attached prices have increased by 15 – 20%.

Raw materials, packaging, and shipping costs have all increased significantly since the start of 2021. Instability from the pandemic continues to effect markets, exchanges and global freight schedules. Shipping of raw materials (like fishmeal and fish oil) is significantly affected by sea freight ship availability, making product movement more difficult, delayed and expensive. Corn, wheat, protein sources have hit new high prices while there are drought conditions and a shortage in grain production.

We are doing everything possible to mitigate feed cost increases, and hopefully prices will stabilize sometime in the coming months. If we are able to pass along lower prices in the future we will do that, but for now, we must increase prices as shown on the attached price list.

We thank you for your business and we appreciate the opportunity to supply Clatsop County Fisheries with the highest quality fish feeds.

Please call me for questions and further information.

Best Regards,

Loren

Loren Jensen
US Freshwater Sales
Bio-Oregon
Customer Service: 800 962 2001
Cell: 360 556 0811

Exhibit A



Clatsop County Fisheries

Bio-Oregon Price List

Effective:
Expires:

July 1, 2021
December 31, 2021

Longview WA Office
Order Phone (800) 962-2001
Order Fax (360) 425-6785

	Protein / Fat	Feed Size (mm)	Base Price Delivered 6600 - 13,199 lbs. Price/lb. *	Discount Price Delivered ≥ 13,200 lbs. Price/lb. *
(freight is added to orders < 6600 lbs)				
STARTER FEEDS				
BioVita Starter	53/18	Mash, # 0	2.29	2.24
(crumbles)	52/20	# 1, # 2	2.29	2.24
BioClark's Starter	53/18	# 0	1.98	1.93
(crumbles)	52/20	# 1, # 2	1.98	1.93
FRY FEEDS				
BioVita Fry	50/22	1.2	2.08	2.03
	50/22	1.5	1.97	1.92
	50/22	2.0	1.83	1.78
	50/22	2.5	1.82	1.77
	50/22	3.0	1.79	1.74
BioClark's Fry	47/18	1.2	1.59	1.54
	47/18	1.5	1.23	1.18
	47/18	2.0	1.12	1.07
	47/18	2.5	1.06	1.01
	47/18	3.0	1.01	0.96
BioClark's Fry EV (Extra Vitamins)	47/18	2.0	1.17	1.12
Use for enhanced nutrition, especially when	47/18	2.5	1.11	1.06
feeding a reduced ration.	47/18	3.0	1.06	1.01
11,000 lb. minimum order when product is not in stock.				
SPECIALITY FEEDS				
BioDry 1000 LP (Low Phosphorus)	50/18	2.0	2.13	2.08
For BioDry 1000LP, product must be ordered in	50/18	2.5	2.06	2.01
even pallet amounts of 2200 lbs.	50/18	3.0	1.96	1.91
6 weeks lead time is required.				
Due to low demand, BioDry 1000LP may not always be available.				
BioPro (Health Promoting Diet)	52/20	# 0, 1, 2	2.39	2.34
	50/22	1.2	2.25	2.20
	50/22	1.5	2.07	2.02
	50/22	2.0	1.91	1.86
	50/22	2.5	1.90	1.85

	Protein / Fat	Feed Size (mm)	Delivered 6600 - 13,199 lbs. <u>Price/lb. *</u>	Delivered ≥ 13,200 lbs. <u>Price/lb. *</u>
BioSupreme (Transfer Diet)	50/20	1.2 **	1.98	1.93
(for use prior to release or before	50/20	1.5 **	1.82	1.77
transfer to seawater)	50/20	2.0	1.68	1.63
** BioSupreme sizes 1.2 & 1.5 are seasonal,	50/20	2.5	1.66	1.61
order by March 15th.	50/20	3.0	1.55	1.50
BioBrood (Brood Feed)	48/20	4.0, 6.0, 9.0	1.64	1.59
<u>TROUT FEEDS</u>				
BioTrout	47/24	2.0	1.02	0.97
	47/24	3.0	0.98	0.93
	45/24	4.0	0.91	0.86
*** 40ppm astaxanthin included in 4.0mm	45/24	4.0	0.95	0.90
40ppm astaxanthin included in 6.0mm	43/24	6.0	0.91	0.86
40ppm astaxanthin included in 9.0mm	40/24	9.0	0.89	0.84

*** BioTrout 4.0mm with 40ppm Asta - 11,000 lb. minimum order when the product is not in stock.

*** FREIGHT RATES (Washington & Oregon)**

Delivered prices vary depending on the order amount as shown above.

For orders less than 6600 lbs, actual freight charges will be added to the Base prices shown above.

Multiple feed types and sizes can be combined to obtain the higher volume discounts.

Discount of .05 /lb. for pick ups at Bio-Oregon's Longview WA warehouse.

UPS, Fed-Ex, Rush, or other special shipping services will be billed at actual cost.

PACKAGING

All feeds are packaged in 44 lb. (20 kgs) recyclable plastic bags unless otherwise specified.

Crumble Sizes (#0, #1, #2) - 30 bags per pallet = 1320 lbs. (600 kgs).

Pellet Sizes (1.2 mm and larger) - 50 bags per pallet = 2200 lbs. (1000 kgs).

ORDER LEAD TIME

Requested Order Lead time is 21 days (15 business days).

TERMS

Bio-Oregon's General Terms and Conditions of Sale are applicable and can be found at: www.bio-oregon.com

Bio-Oregon - Medicated Feed Pricing

Aquaflor Medicated Feed ***10mg kg of fish***				CCF Effective: July 1, 2021 Expires: December 31, 2021
Feed Rate % bwt per day	Drug Inclusion Rate	Feed Size	Feed Price *	
5.0%	0.04%	#0, #1, #2, 1.2mm	\$2.94	Orders for AquaFlor require a VFD or registration in an INAD.
3.0%	0.066%	#0, #1, #2, 1.2mm	\$3.02	
2.0%	0.10%	#0, #1, #2, 1.2mm	\$3.14	
1.0%	0.20%	#0, #1, #2, 1.2mm	\$3.49	
0.5%	0.40%	#0, #1, #2, 1.2mm	\$4.17	
5.0%	0.04%	1.5 mm & larger	\$2.56	See note regarding medicated feeds at the bottom of this page.
3.0%	0.066%	1.5 mm & larger	\$2.65	
2.0%	0.10%	1.5 mm & larger	\$2.76	
1.0%	0.20%	1.5 mm & larger	\$3.11	
0.5%	0.40%	1.5 mm & larger	\$3.79	

Aquaflor Medicated Feed ***15mg kg of fish***				
Feed Rate % bwt per day	Drug Inclusion Rate	Feed Size	Feed Price *	
5.0%	0.06%	#0, #1, #2, 1.2mm	\$3.00	Orders for AquaFlor require a VFD or registration in an INAD.
3.0%	0.099%	#0, #1, #2, 1.2mm	\$3.13	
2.0%	0.15%	#0, #1, #2, 1.2mm	\$3.32	
1.0%	0.30%	#0, #1, #2, 1.2mm	\$3.82	
0.5%	0.60%	#0, #1, #2, 1.2mm	\$4.85	
5.0%	0.06%	1.5 mm & larger	\$2.63	See note regarding medicated feeds at the bottom of this page.
3.0%	0.099%	1.5 mm & larger	\$2.75	
2.0%	0.15%	1.5 mm & larger	\$2.94	
1.0%	0.30%	1.5 mm & larger	\$3.44	
0.5%	0.60%	1.5 mm & larger	\$4.47	

TM-200 Medicated Feed				
Feed Rate % bwt per day	Drug Inclusion Rate	Feed Size	Feed Price *	
3.75%	0.5%	#0, #1, #2, 1.2mm	\$2.88	Orders for TM200 require a VFD or registration in an INAD.
1.88%	1.0%	#0, #1, #2, 1.2mm	\$2.95	
1.25%	1.5%	#0, #1, #2, 1.2mm	\$3.02	
0.94%	2.0%	#0, #1, #2, 1.2mm	\$3.10	
0.75%	2.5%	#0, #1, #2, 1.2mm	\$3.17	
0.63%	3.0%	#0, #1, #2, 1.2mm	\$3.26	
3.75%	0.5%	1.5 mm & larger	\$2.50	See note regarding medicated feeds at the bottom of this page.
1.88%	1.0%	1.5 mm & larger	\$2.57	
1.25%	1.5%	1.5 mm & larger	\$2.65	
0.94%	2.0%	1.5 mm & larger	\$2.72	
0.75%	2.5%	1.5 mm & larger	\$2.80	
0.63%	3.0%	1.5 mm & larger	\$2.88	

Aqua-100 Medicated Feed				
Feed Rate % bwt per day	Drug Inclusion Rate	Feed Size	Feed Price *	
4.0%	1.125%	#0, #1, #2, 1.2mm	\$3.03	Orders for AQUA-100 require registration in an INAD.
2.5%	1.8%	#0, #1, #2, 1.2mm	\$3.23	
2.0%	2.25%	#0, #1, #2, 1.2mm	\$3.37	
1.5%	3.0%	#0, #1, #2, 1.2mm	\$3.58	
1.0%	4.5%	#0, #1, #2, 1.2mm	\$4.02	
4.0%	1.125%	1.5 mm & larger	\$2.85	See note regarding medicated feeds at the bottom of this page.
2.5%	1.8%	1.5 mm & larger	\$3.05	
2.0%	2.25%	1.5 mm & larger	\$3.17	
1.5%	3.0%	1.5 mm & larger	\$3.39	
1.0%	4.5%	1.5 mm & larger	\$3.83	

NOTE Regarding Medicated Feeds: The manufacture of medicated feeds is exceedingly complicated due to the variability of raw materials and drug concentrations within the specialized diet. Consequently, medicated feeds are more likely to be dusty or to float, especially at higher drug concentrations. Feeds medicated with TM-200F may appear especially dusty. Sometimes the diet's proximate analysis (incl. Protein & Fat levels) will vary from standard specifications due to the top coating of drug and oil onto finished feeds. Bio-Oregon will make every effort to minimize these effects but no discounts or credits will be issued for quality claims on medicated feed. Our goal is to provide medicated feed as quickly and efficiently as possible to best serve our customers.

* FREIGHT RATES (Washington & Oregon)

For orders of 6600 lbs or more - Freight are included in the above prices.

For orders of less than 6600 lbs - Freight cost will be added.

Customer pickup discount of \$0.05/lb.

EXHIBIT B

DELIVERY: **Contractor** shall deliver product to **County** when requested and may be required to split loads for delivery to separate locations. Orders will be placed in advance either by phone or Fax, usually 21 working days prior to delivery. Deliveries are to be made on dates specified by **County** and between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. Medicated feed orders may require delivery on shorter notice. County may frequently pick up feed by pickup truck.

AUTHORITY TO USE MEDICATED FEED: **County** is authorized to use medications in fish feeds under the US Food and Drug Administration's INAD 4333 and is subject to reporting procedures through the Oregon Department of Agriculture. **Contractor** is required to provide, to **County**, a copy of the INAD 4333 compliance form which states level of applicable medications, production date or production identification number, total pounds of feed shipped, destination of feed, and size of feed.

VOLUME REPORTS: A record of all feed made for and delivered to **County** shall be kept by **Contractor** and made available to **County** upon request.

Exhibit C

UNITED STATES
GOVERNMENT

COOPERATIVE AGREEMENT



RECORDED

Mail Invoice To:

OCT 29 2020

fvinvoices@bpa.gov
F & W Invoices - KEWB-4
P. O. Box 3621
Portland OR 97208-3621

Doc# 2020100039

Contract : 00086170
Release :
Page : 1

Vendor:
CLATSOP COUNTY FISHERIES
800 EXCHANGE
RM 400
ASTORIA OR 97103

Please Direct Inquiries to:

LISA L. DEXTER
Title: CONTRACT SPECIALIST
Phone: 503-230-3893
Fax :

Attn: ERICA KEYSER

Contract Title: 1993-060-00 EXP SAFE - CLATSOP CO 2021

Total Value : \$479,560.00
Pricing Method: COST, NO FEE
Performance Period: 10/01/20 - 09/30/21

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

Contractor Signature

County Manager
Printed Name/Title

10/29/2020
Date Signed

Lisa Dexter

BPA Contracting Officer

10/01/2020

Date Signed



DEPARTMENT OF ENERGY
Bonneville Power Administration
P.O. BOX 3621 • PORTLAND, OREGON 97208-3621



CONTINUATION PAGE

COOPERATIVE AGREEMENT NO. 86170
TITLE: 1993-060-00 EXP SAFE - CLATSOP CO 2021

Contracting Officer's Representative (COR)	Tracy Hauser	(503) 230-4296	tlhauser@bpa.gov
Contracting Officer (CO)	Lisa Dexter	(503) 230-3893	lldexter@bpa.gov

This award is hereby executed under the terms and conditions of between the Bonneville Power Administration (BPA) and the Clatsop County Fisheries.

1. This agreement is issued as follows and consists of:

- Signature page
- Continuation page
- Terms and Conditions
- Project Description
- Budget

ATTACHMENT – TERMS AND CONDITIONS

CLAUSES INCORPORATED BY REFERENCE

This award incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at the following address:

Bonneville Financial Assistance Instructions Manual clauses:
<https://www.bpa.gov/Doing%20Business/finassist/Pages/default.aspx>

Clause 1 Regulations Applicable To BPA Financial Assistance (JUL 2017)
Clause 2 Legal Authority And Effect (JUL 2017)
Clause 3 Non-assignability (JUL 2017)
Clause 4 Compliance With Federal, State, And Municipal Law (JUL 2017)
Clause 5 Inconsistency With Federal Law (JUL 2017)
Clause 7 Contracting Officer's Representative (OCT 2018)
Clause 10 Federal Stewardship (OCT 2018)
Clause 11 Substantial Involvement (OCT 2018)
Clause 12 Nondisclosure And Confidentiality Agreements Assurances (JUL 2017)
Clause 14 Purchases (JUL 2017)
Clause 15 Lobbying Restrictions (JUL 2017)
Clause 16 Export Controls (JUL 2017)
Clause 18 Extensions Of Period Of Performance (JUL 2017)
Clause 19 Property Trust Relationship & Insurance Coverage (JUL 2017)
Clause 21 Property – Supplies And Equipment (JUL 2017)
Clause 22 Title To And Disposition Of Property (OCT 2018)
Clause 24 Audits (OCT 2018)
Clause 25 Suspension Or Termination (JUL 2017)
Clause 26 Claims, Disputes, And Appeals (JUL 2017)
Clause 27 Reporting Program Performance (OCT 2018)
Clause 29 Payment Requests (JUL 2017)
Clause 32 Budget Changes (JUL 2017)
Clause 34 Insolvency, Bankruptcy Or Receivership (OCT 2018)
Clause 35 Nondiscrimination In Federally Assisted Programs (JUL 2017)
Clause 36 Environmental Protection (JUL 2017)
Clause 37 Endangered Species Act Requirements (JUL 2017)
Clause 38 NEPA Requirements (OCT 2018)
Clause 39 Felony Conviction And Federal Tax Liability Assurances (JUL 2017)
Clause 40 Drug-Free Workplace Requirements For Federal Grant Recipients (JUL 2017)
Clause 43 Indemnity (OCT 2018)
Clause 44 Environmental, Safety, And Health (OCT 2018)

CLAUSES INCORPORATED BY FULL TEXT

CLAUSE 13M FOREIGN WORK AND TRAVEL (DEC 2019)

- (a) Performance of Work in the contiguous United States including Alaska and Canada. All work under this Award must be performed in the lower 48 states, Alaska, and/or Canada unless the Recipient receives advance written authorization from BPA to perform certain work elsewhere.
- (b) For all other travel not specified in part (a), the Recipient is required to obtain written authorization from the Contracting Officer before incurring any costs related to foreign travel. In seeking reimbursement for costs related to foreign travel, the Recipient is required to provide a report to the Contracting Officer which explains:
 - (1) Where the Recipient will travel;
 - (2) The purpose of the trip;
 - (3) What the Recipient will do; and
 - (4) How the travel relates to this Award.

CLAUSE 17 PUBLICATIONS (JUL 2017)

BPA encourages the Recipient to publish or otherwise make publicly available the results of work performed under this Award. The Recipient is required to include the following acknowledgement in publications arising out of or relating to work performed under this Award:

Acknowledgment: "The information, data, or work presented herein was funded in part by the Bonneville Power Administration under Award Number 86170. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

CLAUSE 23M RECORD RETENTION (DEC 2019)

Consistent with BFAI 4.333, the Recipient is required to retain records relating to this Award for three years after the end of the project period, unless one of the following exceptions applies:

- (a) If any litigation, claim, or audit is started before the expiration of the three-year period, the Recipient is required to retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken; or
- (b) The Recipient is required to retain records for any real property or equipment acquired with Federal funds for three years after final disposition of the real property or equipment.

Copies of records may be substituted for originals.

CLAUSE 31M REIMBURSEMENT PAYMENT & FINANCIAL REPORTING REQUIREMENTS (NOV 2018)

- (a) **Invoicing/Payment:** BPA shall make payments to the Recipient in accordance with the approved Line Item Budget (LIB). The Recipient must submit invoices to BPA on a monthly basis, or an agreed upon period. Invoices shall include the recipient's name and address, invoice date, agreement number, release number (if applicable), invoice billing period (e.g., July 1, 20XX to June 30, 20XX); and administrative contact to be notified in the event of an improper invoice (name, title, phone number, and email address).
- (b) **Supporting Documentation:** Supporting documentation shall describe items in reasonable detail (description of products delivered or work performed, price and quantity of item(s) actually delivered or rendered), to allow the COR to confirm items correspond to the LIB and are necessary to perform under the Statement of Work.

Documentation shall include charges summarized at the Line Item level as tracked in the recipient's accounting system: current invoice, amount to date, and balance.

- (c) **Proper Invoice:** Failure to submit a proper invoice or sufficient supporting documentation may result in a delay in payment including return of the invoice, and a request for a properly amended invoice. Please note that a COR may request any backup documentation at any time to help support an expenditure.
- (d) **Reimbursing costs:** Costs under this agreement will be reimbursed in accordance with the Cost Principles in Part 5 of the BFAI in effect at time of award
(<https://www.bpa.gov/Doing%20Business/finassist/Pages/default.aspx>).

For the purpose of reimbursing allowable costs, the term "costs" includes –

- (1) Those recorded costs that, at the time of the request for reimbursement, the Recipient has paid by cash, check, or other form of actual payment for items or services purchased directly for this award;
- (2) When the Recipient is not delinquent in paying costs of performance in the ordinary course of business, costs incurred, but not necessarily paid, for -
 - (i) Materials issued from the Recipient's inventory and placed in the production process for use on the project;
 - (ii) Direct labor;
 - (iii) Direct travel. Costs incurred for lodging, meals, and incidental expenses shall be considered reasonable to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 5 of the BFAI. Any variation from these requirements must be approved by the CO.
 - (iv) Other direct in-house costs; and
 - (v) Properly allocable and allowable indirect costs, as shown in the records maintained by the Recipient for purposes of obtaining reimbursement under Government awards.
- (3) The amount of progress payments that have been paid to the Recipient's subcontractors under similar cost standards.
 - (i) Any statements in specifications or other documents incorporated in this award by reference designating performance of services or furnishing of materials at the Recipient's expense or at no cost to BPA shall be disregarded for purposes of cost reimbursement under this clause.
- (e) **Audit:** At any time or times before final payment, the CO may have the Recipient's invoices or statements of cost audited. Any payment may be (1) reduced by amounts found by the CO not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.
- (f) **Final payment:**

The Recipient shall submit an invoice marked "Final Invoice", no later than 90 calendar days after the end date of the period of performance. Upon approval of that invoice, and upon the Recipient's compliance with all terms of this agreement, the BPA shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

STATUTORY AND NATIONAL POLICY REQUIREMENTS

Financial assistance awards are subject to the following statutory and national policy requirements below. By signing or accepting the funds under the financial assistance award, the recipient agrees that it will comply with applicable provisions below.

Description	Type of Award	Type of Recipient	Specific Situation	Requirement(s) that should be noted by the recipient
NONDISCRIMINATION				
On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by: DOE at 10 CFR Part 1040	All	All	All	Requirements flow down to subrecipients.
On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp., p. 339], as implemented by Department of Labor regulations at 41 CFR Part 60 and EPA at 40 CFR Parts 7 and 12.	Grants, cooperative agreements, and other prime awards defined at 40 CFR 60-1.3 as "Federally assisted construction contract."	All	Awards under which construction is to be done.	Requirements flow down to construction subawards.
On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.). DOE at 10 CFR Part 1040	All	Educational institution [for sex discrimination, excepts all Institution controlled by religious organization, when inconsistent with the organization's religious tenets].		
On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90. DOE at 10 CFR Part 1040	Grants, cooperative agreements, and other awards defined at 45 CFR 90.4 as "Federal financial assistance."	All	All	Requirements flow down to subrecipients.

Description	Type of Award	Type of Recipient	Specific Situation	Requirement(s) that should be noted by the recipient
On the basis of handicap, in: 1. Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as implemented by Department of Justice regulations at 28 CFR Part 41 and DOE at 10 CFR Part 1040.	Grants, cooperative agreements, and other awards included in "Federal financial assistance"	All	All	Requirements flow down to subrecipients.
2. The Architectural Barriers Act of 1968 (42 USC 4151, et seq.).	Grant or loan	All	Construction or alteration of buildings or facilities, except those restricted to use only by able-bodied uniformed personnel.	
3. Americans with Disabilities Act. 42 USC 12101 et. seq	All	All		
LIVE ORGANISMS				
For human subjects:				
For human subjects, the Common Federal Policy for the Protection of Human Subjects. Codified by the: DOE at 10 CFR Part 745	All	All	Research, development, test, or evaluation involving live human subjects.	Requirements flow down to subrecipients
P.L. 104-191 Health Insurance Portability and Accountability Act (HIPAA)	As applicable	Covered Entities	As applicable	Limits uses of protected health information (PHI) collected or maintained by researchers within a covered entity or access to PHI from a covered entity. Research uses do not require Business Associate Agreements (defined at 45 CFR part 164 504 (e)(1) between collaborating institutions. Guidance available at http://privacyruleandresearch.nih.gov/
For animals:	All	All		Requirements flow down to subrecipients.

Description	Type of Award	Type of Recipient	Specific Situation	Requirement(s) that should be noted by the recipient
Rules on animal acquisition, transport, care, handling, and use in: (i) 9 CFR Parts 1-4, Department of Agriculture rules that implement the Laboratory Animal Welfare Act of 1966 (7 US+160C. 2131-2156). Public Health Service Agencies must follow requirements in the PHS Policy on Humane Care and Use of Laboratory Animals, which implements PL 99-158, Sec. 495. NASA requirements for animal welfare are set forth at 14 CFR Part 1232 EPA at 40 CFR Part 40. For USDA/CSREES, "In the case of domestic farm animals housed under farm conditions, the institution should adhere to the principles stated in the Guide for the Care and Use of Agricultural Animals in Agriculture and Teaching, Federation of Animal Science Societies, 1999."	All	All	Research, experimentation, or testing involving the use of animals USDA regulations exempt birds, most rats and mice bred for research, and farm animals used for agricultural research.	
Rules of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227) implementing laws and conventions on the taking, possession, transport, purchase, sale, export, or import of wildlife and plants, including the: Endangered Species Act of 1973 (16 U.S.C. 1531-1543); Marine Mammal Protection Act (16 U.S.C. 1361-1384); Lacey Act (18 U.S.C. 42); and Convention on International Trade in Endangered Species of Wild Fauna and Flora.	All	All	Activities which may involve or impact wildlife and plants.	
ENVIRONMENTAL STANDARDS				
Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. Seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799]. EPA at 40 CFR Part 6	All	All	All, for Clean Air Act, Clean Water Act, and Executive Order 11738.	Requirements flow down to subrecipients.

Description	Type of Award	Type of Recipient	Specific Situation	Requirement(s) that should be noted by the recipient
<p>The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et. seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.</p> <p>DOE at 10 CFR Part 1021</p>				
<p>Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas.</p> <p>DOE at 10 CFR Part 1022</p>	All	All	Awards involving construction, land acquisition or development, with some exceptions [see 42 U.S.C. 4001, et. seq.].	The Council on Environmental Quality's regulations for implementing NEPA are at 40 C.F.R. Parts 1500-1508. Executive Order 11514 [3 CFR, 1966-1970 Comp., p. 902], as amended by Executive Order 11991, sets policies and procedures for considering actions in the U.S. Executive Orders 11988 [3 CFR, 1977 Comp., p. 117] and 11990 [3 CFR, 1977 Comp., p. 121] specify additional considerations, when actions involve floodplains or wetlands, respectively.
<p>All existing or proposed components of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C.1271, et seq.).</p> <p>EPA at 40 CFR Part 6</p>	Grants, cooperative agreements, and other "financial assistance" (see 16 U.S.C. 3502).	All	Awards that may affect existing or proposed element of National Wild and Scenic Rivers system.	Requirements flow to subawards.

Description	Type of Award	Type of Recipient	Specific Situation	Requirement(s) that should be noted by the recipient
Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C. 300h-3). EPA at 40 CFR Part 6	All	All	Construction in All area with aquifer that the EPA finds would create public health hazard, if contaminated.	42 U.S.C. 300h-3(e) precludes awards of Federal financial assistance for all projects that the EPA administrator determines may contaminate a sole-source aquifer so as to threaten public health.
Resource Conservation and Recovery Act 42 USC 6901	All	Awards to states or a political subdivision of a state (which for this purpose includes state and local institutions of higher education or hospitals)		
HEALTH & SAFETY GUIDELINES				
Applicable OSHA Standards in Laboratories 29 CFR 1910.1030 Bloodborne Pathogens; 29 CFR 1910.1450, Occupational Exposure to Hazardous Chemicals in Laboratories	All	All	Research involving use of hazardous chemicals or bloodborne pathogens	
Handling and transport of etiologic agents Procedures for Domestic Handling and Transport of Diagnostic Specimens and Etiologic Agents, 1994 (3rd ed.), H5a3doc.75, National Committee for Clinical Laboratory Standards	All	All	Research involving etiologic agents	
Hotel and Motel Fire Safety Act of 1990 - P.L. 101-39 40 USC 327-333	Conference or meeting support	All	Alterations and Renovations > \$500,000	
Labor Standards under Federally Assisted Construction: Construction Work Hours and Safety Standards Act 40 USC 327-333	All	All	Alterations and Renovations > \$500,000	
Text Messaging While Driving - EO 13513	All	All	When performing work for or on behalf of government	Adopt and enforce policies that ban text messaging while driving.

Description	Type of Award	Type of Recipient	Specific Situation	Requirement(s) that should be noted by the recipient
Increasing Seat Belt Use in the United States Executive Order 13043, Increasing Seat Belt Use in the United States, dated, April 16, 1997	All	All		In accordance with the Executive Order, "grantees are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles."
NATIONAL SECURITY GUIDELINES				
Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, dated September 23, 2001.	All			
GENERAL/MISCELLANEOUS REQUIREMENTS				
Drug Free Workplace 41 USC 701 et seq. DOE at 10 CFR Part 607	All	All		
Civil False Claims Act 31 USC 2739	All	All	All	
Criminal False Claims Act 18 USC 287 and 1001 31 USC 3801, 45 CFR 79	All	All	All	
Government-wide Debarment and Suspension (Nonprocurement) DOE at 10 CFR 1036	All	All		

Description	Type of Award	Type of Recipient	Specific Situation	Requirement(s) that should be noted by the recipient
Lobbying Prohibitions 31 USC 1352, stipulates that (1) No Federal appropriated funds have been paid or will be paid, 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 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. (2) 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 grant or cooperative agreement, the undersigned shall complete and submit the SF Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. DOE at 10 CFR Part 601	All			Requirements flow down to construction subawards.
Metric System 15 USC 205 and Executive Order 12770	All	All	All	
Misconduct in Science Policies and responsibilities associated with prevention, detection, and handling of misconduct in science allegations as stipulated in regulations: DOE at 10 CFR Part 733 [Federal Register: December 6, 2000 (Volume 65, Number 235)] [Notices] [Page 76260-76264]	All	All	All	

Description	Type of Award	Type of Recipient	Specific Situation	Requirement(s) that should be noted by the recipient
<p>National Historic Preservation</p> <p>The recipient agrees to identify to the awarding agency all property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide all the help the awarding agency may need, with respect to the award.</p> <p>16 USC 470f</p>	All	All	All	
<p>Paperwork Reduction Act</p> <p>44 USC 3501</p>	All	All	<p>When data is collected from respondents using a questionnaire or other survey instrument. See, however, M-11-07 dated 12/9/10 entitled, "Facilitating Scientific Research by Streamlining the Paperwork Reduction Act Process."</p> <p>https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2011/m11-07.pdf</p>	<p>Data collection activities, if any, performed under this project are the responsibility of the recipient, and awarding agency support of the project does not constitute approval of any survey design, questionnaire content, or data collection procedures. The recipient shall not represent to respondents that such data are being collected for or in association with Bonneville without the specific written approval of the Bonneville CO. However, this requirement is not intended to preclude mention of Bonneville support of the project in response to an inquiry or acknowledgment of such support in any publication of these data.</p>

Description	Type of Award	Type of Recipient	Specific Situation	Requirement(s) that should be noted by the recipient
<p>U.S. Flag Air Carriers</p> <p>49 USC 40118 See also General Services Administration amendment to the Federal Travel Regulations, Federal Register (Vol. 63, No. 219, 63417-63421)</p>	All	All	Any air transportation to, from, between, or within a country other than the U.S. of persons or property, the expense of which will be assisted by Federal funding, must be performed by or under a code-sharing arrangement with a U.S.-flag air carrier if service provided by such a carrier is available (see Comp Gen. Decision B-240956, dated September 25, 1991).	
<p>Trafficking in Persons By signing or accepting funds under the agreement, the recipient agrees that it will comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as implemented by 2 CFR 175.</p>	All	<p>175.15(b)l. a. applies to private entities</p> <p>175.15(b)l.b. applies to other than private entities if award includes subrecipient award to a private entity</p> <p>117.15(b)l.c. applies to all recipients</p>		Requirements flow down to subawards.
<p>Whistleblower Protection</p> <p>Awardees are notified of the applicability of 41 U.S.C. § 4712, as amended by P.L. 112-239, providing protection for whistleblowers.</p>	All	All	All	
<p>Use of United States Flag Vessels</p> <p>46 CFR 381</p>	All	All		

Description	Type of Award	Type of Recipient	Specific Situation	Requirement(s) that should be noted by the recipient
Patents, Trademarks and Copyrights 35 USC 202-204 and 37 CFR 401	All	Awards to non-profits and small businesses		
Privacy Act 5 USC 552a	All	All		
Pro Children Act 20 USC 7183	All	All	All awards performed in facilities where children are served.	
Uniform Relocation Assistance and Real Property Acquisition Policies Act 42 USC 4601 and 49 CFR 24	All	All		
Constitution Day PL 108-447	All	Educational Institutions		
Copeland Act 40 USC 4135	All	All		
Davis Bacon Act 40 USC 3141 et.seq	All	All		
Earthquake Hazards Reduction Act 42 USC 7701 et seq., EO 12699	All	All	Construction awards within applicable geographic areas	
Freedom of Information Act 5 USC 552	All	All		
Hatch Act 5 USC 7321-7328	All	State or Local Governments		
Limited English Proficiency EO 13166	All	All		
Native American Graves Protection and Repatriation 25 USC 3001-3013	All	All		Precludes use of funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, unless the activity fits within a law enforcement exception as noted in the provision.



Statement of Work Report

Data Current as of: 09/25/2020

Report Printed: 09/25/2020

Project Title: Select Area Fisheries Enhancement
Project #: 1993-060-00
Contract Title: 1993-060-00 EXP SAFE - CLATSOP CO 2021
Contract #: 86170
Province: Columbia River **Subbasin:** Columbia Estuary
Workorder Task(s): WO: 00032127
Task: 1
Perf. Period Budget: \$479,560 **Perf. Period:** 10/1/2020 - 9/30/2021
Contract Type: Coop **Pricing Type:** Cost Reimbursement (CNF)
Contractor(s): Clatsop County Fisheries (Prime - CLATCOUN00)
BPA Internal Ref: 86170
SOW Validation: Last validated 07/14/2020 with 0 problems, and 1 reviewable items
Contract Documents: [Transmittal Memo \(07/10/2020\)](#) Transmittal Memo for CR-342116
[Property Inventory \(07/14/2020\)](#) Clatsop County Property list
[Budget - Contract \(07/06/2020\)](#) Clatsop County Fisheries line item budget

Contract Description:

The Select Area Fisheries Enhancement Project is a well-established cooperative program that strives to deliver quality commercial and recreational salmon fishing opportunities in a setting which maximizes the return of hatchery production into fisheries. Funding support of this project is shared by the Bonneville Power Administration, the states of Oregon and Washington, Mitchell Act funds, and fisher/processor voluntary contributions.

The objectives of this project are mitigation, protection of endangered species, minimizing negative impact of SAFE fisheries and production on the environment, and providing for the most efficient use of hatchery stocks. All objectives are accomplished by producing salmon for harvest in the lower Columbia River commercial and sports fisheries locally, and regionally for commercial and sports fisheries in the Pacific Northwest coastal zones. The fish produced are select area bright fall Chinook, spring Chinook and lower Columbia River hatchery coho provide fish for harvest when fishing is curtailed to protect endangered stocks of fish and in Select Areas where the incidence of endangered fish is minimal and closely monitored. The fish produced from this program are able to be identified separate from the endangered stocks by marking with coded wire tags. Avoiding negative impact of rearing activities on the environment is accomplished through the successful net-pen rearing strategies that facilitate rapid out-outmigration and reduce incidence of disease. Minimizing the incidence of hatchery fish on the spawning grounds by maximizing harvest of hatchery fish occurs through active in-season management of the commercial fisheries, fishing periods, gear restrictions and area boundaries, which have been refined over time to minimize impacts to listed species. Harvest rates are monitored under the Oregon Department of Fish & Wildlife's SAFE contract.

This project will continue the development of the SAFE sites to maximize harvest of returning adults and minimize catch of non-SAFE stocks at existing sites; coordinate activities with Washington and Oregon Departments of Fish and Wildlife, Clatsop County, Bonneville Power Administration, and the National Oceanic and Atmospheric Administration; and compile project results and information.

Contacts:

Name	Role	Organization	Phone/Fax	Email	Address
Tracy Hauser	COTR	Bonneville Power Administration	(503) 230-4296 / (503) 230-4563	tahauser@bpa.gov	905 NE 11th Avenue - EWL-4 Portland OR 97232



Geoffrey Whisler	Interested Party	Oregon Department of Fish and Wildlife	(971) 673-6024 / (971) 673-6072	geoffrey.s.whisler@state.or.us	Ocean Salmon & Columbia River Program 17330 SE Evelyn Street Clackamas OR 97015
Tucker Jones	Interested Party	Oregon Department of Fish and Wildlife	(971) 673-6067 / NA	tucker.a.jones@state.or.us	
Steve Meshke	Contract Manager	Clatsop County Fisheries	(503) 325-6452 / NA	spmeshke@co.clatsop.or.us	2001 Marine Drive, Rm 253 Astoria OR 97103
Patrick Hulett	Interested Party	Washington Department of Fish and Wildlife (WDFW)	(360) 577-0197 / NA	patrick.hulett@dfw.wa.gov	
Daniel Gambetta	Env. Compliance Lead	Bonneville Power Administration	(503) 230-3493 / NA	dagambetta@bpa.gov	OR
Erica Keyser	Administrative Contact	Clatsop County Fisheries	(503) 325-6452 / (503) 325-2753	ekyser@co.clatsop.or.us	Clatsop County Fisheries 2001 Marine Drive, Rm 253 Astoria OR 97103
Cameron Duff	Interested Party	Oregon Department of Fish and Wildlife	(971) 673-6057 / NA	cameron.m.duff@state.or.us	17330 SE Evelyn St. Clackamas OR 97015
Lisa Dexter	Contracting Officer	Bonneville Power Administration	(503) 230-3893 / NA	lldexter@bpa.gov	905 NE 11th Ave. Portland 97232
Daniel Affonso	Interested Party	Bonneville Power Administration	(503) 230-3893 / NA	dxaffonso@bpa.gov	P.O. Box 3621 Portland OR 97208-3621
Douglas Knapp	F&W Approver	Bonneville Power Administration	(503) 230-3285 / NA	ddknapp@bpa.gov	
Julian Gingerich	Supervisor	Clatsop County Fisheries	(503) 325-6452 / NA	jgingerich@co.clatsop.or.us	2001 Marine Drive, room 253 Astoria OR 97103

Work Element Budget Summary:

Work Element - Work Element Title	EC Needed*	Estimate	(%)
A : 165. Produce Environmental Compliance Documentation - Produce Environmental Compliance Documentation		\$9,591	(1.99%)
B : 174. Produce Plan - Produce Hatchery Management Plan for spring Chinook, fall Chinook and coho salmon	*	\$9,591	(1.99%)
C : 176. Produce Hatchery Fish - 2019 brood hatchery spring Chinook	*	\$177,437	(36.99%)
D : 176. Produce Hatchery Fish - 2019 brood early stock lower Columbia River hatchery coho	*	\$225,394	(47.00%)
E : 141. Produce Other Report - Other Reports for BPA		\$14,387	(3.00%)
F : 119. Manage and Administer Projects - Select Area		\$14,387	(3.00%)



Fisheries Enhancement Project Management

G : 132. Produce (Annual) Progress Report - Multi Year 2020-2022 SAFE Report - CCF Contribution provided to ODFW	\$19,182	(3.99%)
H : 185. Produce Pisces Status Report - Quarterly Status Reports	\$9,591	(1.99%)
Total:	\$479,560	

* Environmental Compliance (EC) needed before work begins.

Statement of Work Report

Work Element Details

A: 165. Produce Environmental Compliance Documentation

Title:	Produce Environmental Compliance Documentation
Description:	All environmental compliance related to fish production is covered under NMFS Biological Opinion (1998) and 300-J NPDES permits from OR DEQ. All fisheries actions and fisheries research are covered under NMFS Biological Opinion regarding "2008-2017 U.S. v Oregon Management Agreement". Link to ESA Biological Opinion (1998) for SAFE https://pcts.nmfs.noaa.gov/pls/pcts-pub/sxn7.pcts_upload.summary_list_biop?p_id=459
Deliverable Specification:	All environmental compliance related to fish production is covered under NMFS Biological Opinion (1998) * 300-J National Pollutant Discharge Elimination System (NPDES) permit from OR DEQ. Clatsop County Fisheries has finalized the permitting review process and was issued a new NPDES Permit from DEQ effective January 1, 2019 with an expiration date of November 30, 2023. The Federal Permit Number is OR0040631.
Work Element Budget:	* ESA permit - Section 10 permit \$9591 (2.00%)
Planned Metrics:	* Are herbicides used as part of work performed under this contract?: No * Will water craft, heavy equipment, waders, boots, or other equipment be used from outside the local watershed as part of work performed under this contract?: No

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Inspect water craft, waders, boots, etc. to be used in or near water for aquatic invasive species	10/1/2020	9/30/2021	Inactive	Aquatic invasive Species Guidance: Uniform Decontamination Procedures: http://www.aquaticnuisance.org/wordpress/wp-content/uploads/2009/01/Recommended-Protocols-and-Standards-for-Watercraft-Interception-Programs-for-Dreissenid-Mussels-in-the-Western-United-States-September-8.pdf -- Best management guidance for boaters: http://www.westernais.org -- Aquatic Nuisance Species newsletter: http://www.aquaticnuisance.org/newsletters -- State Aquatic Invasive Species Management Plans: Oregon: http://www.aquaticnuisance.org/wordpress/wp-content/uploads/2009/01/Recommended-Protocols-and-Standards-for-Watercraft-Interception-Programs-for-Dreissenid-Mussels-in-the-Western-United-States-September-8.pdf -- Washington: http://www.wdfw.wa.gov/publications/pub.php?id=00105 -- Montana: http://www.anstaskforce.gov/Montana-FINAL_PLAN.pdf -- Idaho: http://www.anstaskforce.gov/stateplans.php
B. Inspect and, if necessary, wash vehicles and equipment infested with terrestrial invasive species	10/1/2020	9/30/2021	Inactive	Prevent spread of invasive species by identifying and removing invasive species from work vehicles and equipment. Consult resources such as the Plants Database (http://plants.usda.gov/index.html) or the NatureServe Explorer (http://www.natureserve.org/explorer/) with assistance identifying invasive plants. Other resources include state natural resource offices (https://www.fws.gov/offices/statelinks.html) or a local U.S. Fish and Wildlife Service Office (https://www.fws.gov/offices/).



Milestone Title	Start Date	End Date	Status	Milestone Description
C. Complete and document public involvement activities and provide to EC Lead	10/1/2020	10/31/2020	Inactive	Public involvement is any outreach to the public or landowners about specific actions that are proposed. This could be public letters, meetings, newspaper notices, posted notices at local facilities, or information booths at local events.
D. Participate in ESA Consultation	10/1/2020	10/31/2020	Inactive	Work may include drafting BA (or other ESA documentation), completing HIP forms, submitting high risk project designs to the EC Lead, providing copies of Section 10, 4(d), or 6 permits, etc., or submitting Hatchery Genetic Management Plan to BPA for review and ESA consultation initiation, and providing input for the ensuing consultation. Once the program has completed Section 7 consultation and has obtained relevant permits or authorizations (Section 10, 4 (d), etc), be familiar with and follow all terms and conditions, including annual reporting, associated with the ESA consultation or permit. Notify BPA immediately of any instances when take has been exceeded or terms and conditions or conservation measures have been violated.
E. Obtain/Renew applicable local, state, federal and tribal environmental permits	10/1/2020	10/31/2020	Inactive	Work done to obtain permits such as Sec. 401 or 404 (including RGP process), shoreline, NPDES, or any other required federal, state, or local permits. Send copies of final permits to EC Lead as requested.
Deliverable: F. BPA EC Compliance Met		10/31/2020	Inactive	<i>See the Deliverable Specification above</i>

B: 174. Produce Plan

Title: Produce Hatchery Management Plan for spring Chinook, fall Chinook and coho salmon

Description: Provide attachment of the 2021 hatchery management plan for hatchery spring Chinook, SAB fall Chinook and early lower Columbia River coho reared and released from Clatsop County Fisheries' rearing sites.

Deliverable Specification: Hatchery management plan attached in Pisces and delivered to co-managers

Work Element Budget: \$9591 (2.00%)

Primary Focal Species: Chinook (*O. tshawytscha*) - Upper Willamette River ESU

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Environmental compliance requirements complete	10/1/2020	10/31/2020	Inactive	On-the-ground work associated with this work element cannot proceed until this milestone is complete. Milestone is complete when final documentation is received from BPA environmental compliance staff.
B. Produce and upload under attachments Annual 2021 Hatchery Management Plan	10/1/2020	10/1/2020	Inactive	Upload document under attachments for this CR (contract)
Deliverable: C. Produce 2021 Hatchery Management Plan		10/1/2020	Inactive	<i>See the Deliverable Specification above</i>

C: 176. Produce Hatchery Fish

Title: 2019 brood hatchery spring Chinook

Description: Perform all activities associated with over-winter rearing and release of spring Chinook smolts at Youngs Bay and Blind Slough. All fish are received as fingerlings from Gnat Creek Hatchery and Big Creek Hatchery into net pens for final rearing to smolt stage and released from the pens. Receipt of fish, feeding, net changing and washing, weighing, mortality monitoring, and possible disease treatment all take place during rearing.

Deliverable Specification: 650,000 2019 brood spring Chinook released from Youngs Bay net pens and 150,000 from Blind Slough net pens.

The over-winter fish are received as fingerlings in November 2020. 400,000 from Gnat Creek Hatchery and 250,000 from Big Creek Hatchery will be received into the Youngs Bay net pens. 150,000 will be received from Gnat Creek Hatchery at the Blind Slough net pens. The fish are reared (fed, weighed, treated, inventoried, change nets) until March of the following year and released directly from the pens.

Work Element Budget: \$177437 (37.00%)

Planned Metrics: * Purpose of production program : Harvest Augmentation



* # juveniles you released to the natural environment during this contract period: 800000

* Secondary purpose of production program (if any) : Harvest Augmentation

* Brood Year: 2019

* # of juveniles imported from a non BPA-funded facility: 800000

Locations:

Primary Focal Species:

Country:

State:

County:

Salmonid ESUs Present:

Chinook (O. tshawytscha) - Upper Willamette River ESU

US

OR

Clatsop

NPCC Subbasin: Columbia Estuary

HUC5 Watershed: Multiple

HUC6 Name: Multiple

Columbia River Chum Salmon ESU (Accessible) | Lower Columbia River Chinook Salmon ESU (Accessible) | Lower Columbia River Coho Salmon ESU (Accessible)

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Environmental compliance requirements complete	10/1/2020	10/1/2020	Completed	On-the-ground work associated with this work element cannot proceed until this milestone is complete. Milestone is complete when final documentation is received from BPA environmental compliance staff.
B. Receive spring Chinook fingerlings and rear at Youngs Bay net pens until release	10/1/2020	3/31/2021	Inactive	Receive 400,000 2018 brood spring Chinook fingerlings from Gnat Creek Hatchery and 250,000 2018 brood spring Chinook from Big Creek hatchery to rear over winter at Youngs Bay net pens until release
C. Receive spring Chinook fingerlings at Blind Slough net pens and rear until release	10/1/2020	3/31/2021	Inactive	Receive 150,000 2019 brood spring Chinook fingerlings from Gnat Creek Hatchery to rear at Blind Slough net pens until release
D. Release spring Chinook smolts from Youngs Bay net pens	3/1/2021	3/31/2021	Inactive	Release 650,000 2019 brood spring Chinook smolts at Youngs Bay net pens. For optimum release conditions to avoid as much predation as possible, a time is chosen when the tides are highest during hours after dark and then the nets are pulled out and the fish leave the pens of their own volition.
E. Release spring Chinook smolts from Blind Slough net pens	3/1/2021	3/31/2021	Inactive	Release 150,000 2019 brood spring Chinook smolts from Blind Slough net pens. For optimum release conditions to avoid as much predation as possible, a time is chosen when the tides are highest during hours after dark and then the nets are pulled out and the fish leave the pens of their own volition.
F. Site maintenance	10/1/2020	9/30/2021	Inactive	The infrastructure and equipment required for the rearing of salmon smolts at the various net pens site requires continuous ongoing repair and replacement. After several seasons of use many items fail due to normal wear and the harsh wet environment that the times are used in. These are a few examples of times that need regular replacement: Bird covers, nets for the net pens, mooring lines and chains for the pens structures, pressure washers, scales used for doing fish weight samples, net pen decking, and other hand tools used in daily maintenance of the pens. Many of the infrastructure items of the project have been around since the 1980's and are in need of replacement or upgrading. These items include the feed storage trailer and storage buildings, gangways, pier walkways and handrails, and the net pen structures.
Deliverable: G. 800,000 2019 brood spring Chinook smolts		3/31/2021	Inactive	<i>See the Deliverable Specification above</i>

D: 176. Produce Hatchery Fish

Title: 2019 brood early stock lower Columbia River hatchery coho

Description: Perform all activities associated with over-winter rearing and release of 2019 brood early stock lower Columbia River coho at Tongue Point MERTS net-pen site and Youngs Bay net pens Fish are received as fingerlings into net pens for final rearing to smolt stage and released from the pens. Receipt of fish, feeding, net changing and washing, weighing, mortality monitoring and possible disease treatment all take place during rearing.

Deliverable Specification: 540,000 coho 2019 brood received in October as fingerlings from Clackamas Hatchery and reared over-winter at the Tongue Point MERTS net-pen site for release in April.

825,000 coho 2019 brood received from Oxbow Hatchery and reared over-winter at the Youngs Bay net pen site for release in April.

Work Element Budget: \$225394 (47.00%)

Planned Metrics: * Purpose of production program : Harvest Augmentation



* # juveniles you released to the natural environment during this contract period: 1365000

* Secondary purpose of production program (if any) : Harvest Augmentation

* Brood Year: 2019

* # of juveniles imported from a non BPA-funded facility: 1365000

1

Locations:

Primary Focal Species:

Country:

State:

County:

Salmonid ESUs Present:

Coho (Oncorhynchus kisutch) - Lower Columbia River ESU

US

OR

Clatsop

NPCC Subbasin:

Columbia Estuary

HUC5 Watershed:

Baker Bay-Columbia River

HUC6 Name:

Baker Bay-Columbia River

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Environmental compliance requirements complete	10/1/2020	10/1/2020	Completed	On-the-ground work associated with this work element cannot proceed until this milestone is complete. Milestone is complete when final documentation is received from BPA environmental compliance staff.
B. Receive and rear coho fingerlings at Tongue Point MERTS site	10/1/2020	4/30/2021	Inactive	Receive 540,000 2019 brood coho fingerlings from Clackamas Hatchery to rear over-winter at the Tongue Point MERTS net-pen site
C. Release coho smolts from Tongue Point MERTS net pens	4/1/2021	4/30/2021	Inactive	Release 540,000 2019 brood coho smolts from Tongue Point MERTS net pens. For optimum release conditions to avoid as much predation as possible, a time is chosen when the tides are highest during hours after dark and then the nets are pulled out and the fish leave the pens of their own volition.
D. Receive and rear coho fingerlings at Youngs Bay net pens	10/1/2020	4/30/2021	Inactive	Receive and rear 825,000 coho fingerlings at Youngs Bay net pens
E. Release coho smolts from Youngs Bay net pens	4/1/2021	4/30/2021	Inactive	Release 825,000 2019 brood coho smolts from Youngs Bay net pens. For optimum release conditions to avoid as much predation as possible, a time is chosen when the tides are highest during hours after dark and then the nets are pulled out and the fish leave the pens of their own volition.
Deliverable: F. 1,365,000 2019 brood early stock lower Columbia River hatchery coho smolts		4/30/2021	Inactive	<i>See the Deliverable Specification above</i>

E: 141. Produce Other Report

Title: Other Reports for BPA

Description: Summarize contribution (equaling ten percent of harvested poundage value) receipts from processors and landing information provided by Oregon Department of Fish and Wildlife from Blind Slough, Tongue Point and Youngs Bay Select Area fisheries to determine level of fishermen and processor participation and contribution to the voluntary assessment program

Deliverable Specification: Actual contribution receipts will be compared with fish landing information at each Select Area site to determine level of participation. A spreadsheet showing the amount collected by each processor for fisherman and processor portions is generated and kept on file as part of the financial records of the program. The 2020 summary report will be prepared and attached after landings have been received from Oregon Dept. of Fish and Wildlife at the end of each season.

Work Element Budget: \$14387 (3.00%)

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Complete summary of 2020 summer and fall fishery contributions	11/1/2020	5/31/2021	Inactive	Complete receipt and summary of 2020 summer and fall fishery contributions
B. Prepare & attach 2020 winter, spring, summer and fall assessment contributions	1/1/2021	5/31/2021	Inactive	Complete summary spreadsheet of all Oregon 2020 SAFE voluntary assessment contributions and attach in Pisces.



Milestone Title	Start Date	End Date	Status	Milestone Description
C. Complete summary of 2021 winter and spring fishery contributions	2/1/2021	7/31/2021	Inactive	Complete receipt and summary of 2021 winter and spring fishery contributions
D. Begin receiving 2021 summer and fall fishery contributions	7/1/2021	9/30/2021	Inactive	Receive contributions from 2021 summer and fall fishery
Deliverable: E. Complete and attach 2020 winter, spring, summer and fall assessment contributions		5/31/2021	Inactive	<i>See the Deliverable Specification above</i>

F: 119. Manage and Administer Projects

Title:	Select Area Fisheries Enhancement Project Management
Description:	Complete administrative work in support of Bonneville Power Administration's programmatic requirements for the Select Area Fisheries Enhancement Project. This will require coordination meetings with all three entities; Washington Dept. of Fish & Wildlife, Oregon Dept. of Fish & Wildlife, and Clatsop County Fisheries. These will occur on a bi-monthly basis (6/year).
Deliverable Specification:	<ul style="list-style-type: none"> * SAFE coordination meetings * FY21 SOW and budget renewal * Respond to BPA 2020 Cost Share request
Work Element Budget:	\$14387 (3.00%)

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Error-check & update actual WE budget spending w/in 4 months (reflect contract close-out value)	10/1/2020	1/31/2021	Inactive	No later than 4 months after the end of the previous contract 83292, (a) open the prior-year contract SOW at the "WE Budget" tab; and (b) enter "Updated" WE budget amounts to reflect the final contract close-out amount actually spent by the contractor.
B. Submit final invoice for prior contract 83292 within 90 days to facilitate contract closeout	10/1/2020	12/31/2020	Inactive	Within 90 days of the last day of the PRIOR contract 83292, the contractor shall issue a final invoice. In instances where more than 90 days is needed (e.g., because subcontractors have not invoiced), the contractor shall: 1. review records, 2. estimate all outstanding costs, and 3. provide BPA with a single, cumulative estimate of all completed, but uninvoiced work. This amount shall be emailed to FWInvoices@bpa.gov and the COTR.
C. Facilitate inputting Cost Share information into Pisces at the Project level	10/1/2020	11/15/2020	Inactive	There are multiple contractors under this project and I am the lead project Proponent. I will solicit cost share information for the previous federal FY from project partners and enter previous FY's Cost Share information on the Project Cost Share tab by Nov 15 for all project partners.
D. Comply with all applicable federal, state, tribal and local safety requirements, including reporting	10/1/2020	9/30/2021	Inactive	As described in the contract's Terms and Conditions, the contract manager and contractor shall comply with all applicable federal, state, tribal and local safety laws, rules, regulations and requirements.
E. Submit 2022 Draft SOW/budget to BPA PM	6/1/2021	6/30/2021	Inactive	<p>Complete draft SOW in PISCES and submit via PISCES SOW tab "submit button" and a draft line item budget in excel to PM. Respond to COTR comments and suggestions for SOW/budget and conduct internal review if necessary.</p> <p>A CR will be created by the BPA PM in PISCES for a draft and BPA will notify Clatsop County with CR number and appropriate due date.</p>
F. Finalize 2022 contract package with BPA PM	7/1/2021	7/17/2021	Inactive	<p>Work with PM to finalize 2022 contract package - responding to comments and suggestions. Providing final line item budget and property if applicable.</p> <p>Allows BPA contracting officer adequate time to issue a new contract and sufficient time for Clatsop County's review and return of package with signatures.</p>



Milestone Title	Start Date	End Date	Status	Milestone Description
G. Bi-monthly project coordination meetings with WDFW and ODFW	10/1/2020	9/30/2021	Inactive	Co-host bimonthly meetings for coordination of all project activities
Deliverable: H. BPA project administration requirements		9/30/2021	Inactive	<i>See the Deliverable Specification above</i>

G: 132. Produce (Annual) Progress Report

Title: Multi Year 2020-2022 SAFE Report - CCF Contribution provided to ODFW

Description: SAFE project proponents will prepare a three-year report covering winter, spring, summer and fall activities from years 2020, 2021 and 2022. The SAFE January 2020 through December 2022 report will be located under the Oregon Department of Fish and Wildlife SAFE contract for FY 2023. The multi year report will be due July 1, 2023.

For more information on reporting requirements, please see report guidance located at <https://www.cbfish.org/Help.mvc/GuidanceDocuments>.

Deliverable Specification:

Work Element Budget: \$19182 (4.00%)

Planned Metrics:

- * Start date of reporting period : 1/1/2020
- * End date of reporting period : 12/31/2022

H: 185. Produce Pisces Status Report

Title: Quarterly Status Reports

Description: Clatsop County shall report on the status of milestones and deliverables in Pisces on a quarterly basis. Additionally, when indicating a deliverable milestone as COMPLETE, the contractor shall provide metrics and the final location (latitude and longitude) prior to submitting the report to the BPA COTR.

Deliverable Specification:

Work Element Budget: \$9591 (2.00%)

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Oct-Dec 2020 (10/1/2020 - 12/31/2020)	1/1/2021	1/15/2021	Inactive	
B. Jan-Mar 2021 (1/1/2021 - 3/31/2021)	4/1/2021	4/15/2021	Inactive	
C. Apr-Jun 2021 (4/1/2021 - 6/30/2021)	7/1/2021	7/15/2021	Inactive	
D. Final Jul-Sep 2021 (7/1/2021 - 9/30/2021)	9/16/2021	9/30/2021	Inactive	

Inadvertent Discovery Instructions

BPA is required by section 106 of the National Historic Preservation Act (NHPA) to consider the effects of its undertakings on historic properties (16 USC 470). Prior to approving the expenditure of funds or conducting a federal undertaking, BPA must follow the section 106 process as described at 36 CFR 800. Even though BPA has completed this process by the time an undertaking is implemented, if cultural materials are discovered during the implementation of a project, work within the immediate area must stop and the significance of the materials must be evaluated and adverse effects resolved before the project can continue (36 CFR 800.13(b)(3)). The Inadvertent Discovery of Cultural Resources Procedure form outlines the steps to be taken and notifications to be made. If the undertaking takes place on tribal lands (16 USC 470w), BPA must also "comply with applicable tribal regulations and procedures and obtain the concurrence of the Indian tribe on the proposed action" (36 CFR 800.13(d)).



Inadvertent Discovery of Cultural Resources Procedure form:

<https://www.bpa.gov/efw/FishWildlife/InformationforContractors/IFCDocuments/InadvertentDiscoveryProcedure.pdf>

1993-060-00 - Select Area Fisheries Enhancement Project
Clatsop County Fisheries Budget
October 1, 2020 - September 30, 2021
Coop Agreement 86170

					Costs
A	PERSONNEL - SALARIES AND BENEFITS	Qty	Qty	Qty	\$357,369
	Natural Resource Manager (0.5 FTE)	7 mo @	3,897.36		\$27,282
	Benefits			@ 29.22%	\$7,972
	Natural Resource Manager (0.5 FTE)	3 mo @	3,994.79		\$11,984
	Benefits			@ 29.22%	\$3,502
	Project Supervisor	7 mo @	6,287.84		\$44,015
	Benefits			@ 66.80%	\$29,402
	Project Supervisor	3 mo @	6,445.04		\$19,335
	Benefits			@ 66.80%	\$12,916
	Staff Assistant (.65 FTE)	3 mo @	2,664.03		\$7,992
	Benefits			@ 27.02%	\$2,159
	Biological Aide JS	9 mo @	4,479.77		\$40,318
	Benefits			@ 47.77%	\$19,260
	Biological Aide JS	3 mo @	4,591.77		\$13,775
	Benefits			@ 47.77%	\$6,580
	Fisheries Biologist RL	9 mo @	4,958.62		\$44,628
	Benefits			@ 85.18%	\$38,014
	Fisheries Biologist RL	3 mo @	5,082.58		\$15,248
	Benefits			@ 85.18%	\$12,988
B	TRAVEL				\$9,535
	GSA Vehicle lease - A	210 mo @	10 mo		\$2,100
	GSA Vehicle lease - B	233 mo @	10 mo		\$2,330
	Vehicle Mileage A		5,000.00 mi	@ 0.27	\$1,325
	Vehicle Mileage B		14,000.00 mi	@ 0.27	\$3,780
C	FIELD/OFFICE SUPPLIES/EQUIPMENT				\$69,059
	Site Maintenance				\$2,000
	Portable sanitation Youngs Bay	8 mo @	95.00 mo		\$760
	Portable sanitation MERTS	12 mo @	65.00 mo		\$780
	Moorage/Leases - Oregon Division of State Lands				
	Blind Slough				\$1,500
	Fish Food/Supplies (see FCB tab for details)				
	Spring Chinook - 800,000 (Oct - Apr)				\$28,076
	Coho- 540,000 (Oct- May)				\$1,013
	Coho - 825,000 (Oct - May)				\$32,930
	Misc. Materials/Supplies - tools, scales, vaccine, fish treatment chemicals				\$2,000
D	DIRECT COSTS (Sum of Items A thru C)				\$435,963
E	INDIRECT		10%		\$43,596
F	TOTAL CONTRACT COSTS				\$479,560

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 14, 2021

Agenda Title: Approval of Contract with Ryder Election Services LLC for Printing of Election Ballots
Category: Consent Calendar
Presented By: Tracie Krevanko, County Clerk

Issue Before the Commission: Contract Approval for Printing of Election Ballots with Ryder Election Services LLC

Informational Summary: Currently, there is only one printer in Oregon, Ryder Election Services LLC, who is certified to print election ballots for the Election Systems and Software (ES&S) Ballot Counter. Ryder Election Services works with a majority of Oregon counties for the printing of the ballots and has an excellent reputation and service record with these counties. Clatsop County Contract Review Board exempts the printing of ballots from bidding requirements.

This contract is for two fiscal years (FY 21/22 and FY 22/23) with an amount of \$18,000 per year.

Fiscal Impact: This is an adopted budgeted expenditure

Requested Action:

Approve the Contract with Ryder Election Services LLC for the printing of election ballots in the amount of \$36,000 and authorize County Manager to sign the contract.

Attachment List

- A. Requirements Contract with Ryder Election Services LLC
- B. Certificate of Liability Insurance

REQUIREMENTS CONTRACT

Contract No. C7686

This Contract is made and entered into this 1st day of July 2021, by and between CLATSOP COUNTY, a Political Subdivision of the State of Oregon ("County"), and **Ryder Elections Services LLC** ("Contractor"). This is a Requirements Contract for the purchase of printed ballots for all Clatsop County elections commencing with any election after **July 1, 2021** and continuing through the close of the 2022/23 fiscal year, **June 30, 2023** for a not to exceed amount of **\$18,000.00 per fiscal year (\$36,000.00)**.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Work Provisions. Pursuant to ORS 282.210, all typesetting, printing, and bindery work shall be performed under conditions of labor and employment which shall substantially conform to the laws of this state and the rules and regulations promulgated by the Wage and Hour Commission of the State of Oregon regarding conditions of employment, hours of labor and minimum wages.
2. Quantity/Specifications. Contractor shall provide County with Ballots in accord with the Specifications in the amount required by County. Ballots shall be trimmed, scored, and folded in accord with County's instructions.
3. Delivery. Ballot quantities specified by County shall be delivered to the mailing vendor, Sendit Direct, 12715 NE Whitaker Way, Portland, OR, 97230, no later than the following dates:

Action	Days prior to Election
Measure Deadline	60 days prior to election
Info to Printer	55 days prior to election
Proofs to Clerk	50 days prior to election
Military Mailing	45 days prior to election
Printer completes ballot delivery	25 days prior to election
Ballots Mailed	20 days prior to election

County shall notify Contractor of any change in tentative dates within thirty (30) days of formal setting of election date by State of Oregon Elections Division.

4. Price. County shall pay Contractor no more than \$.50 per ballot unless otherwise authorized by the County. Payment shall be due within thirty (30) days of receipt of Ballots by County.
5. Text. County shall provide all text, headings, and exact wording for titles prior to typesetting. County shall also provide instructions regarding the order of text in each column.

6. Complete Agreement. This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
7. Payment Terms. Net 30 upon invoice to: Clatsop County Clerk and Elections, 820 Exchange St., Ste., 220, Astoria, OR 97103
8. 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.
9. 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 and concurrently. The foregoing is without limitation to or waiver of any rights or remedies of County according to law.
10. Compliance. Contractor shall comply with all applicable Federal, State and local law, rules, and regulations. All provisions of ORS 279B.220 through 235 (Public Contract Conditions) are incorporated herein.
11. 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.
12. 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.
13. 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.
14. 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 thirty (30) calendar days written notice by either Party to the other of intent to terminate.

c. Immediately on breach of the contract.

15. Subcontracting/Nonassignment. No portion of this Agreement may be contracted to assign to any other individual, firm, or entity without the express and prior approval of County.
16. Survival. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
17. Funding. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.
18. Tax Compliance Certification. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385 (6), that to the best of the Contractor's knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380 (4).

CLATSOP COUNTY:

CONTRACTOR:

Ryder Election Services, LLC

Don Bohn
County Manager

Date

Scott Ryder
General Manager

Date

Ryder Election Services, LLC
370 SW Columbia St.
Bend, OR 97702

Approved as to form:

Clatsop County Counsel

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Elliott Powell Baden and Baker Inc. An ISU Network Member 1521 SW Salmon Street Portland OR 97205-1783	CONTACT NAME: Shelly Kidder PHONE (A/C, No, Ext): (503) 227-1771 FAX (A/C, No): (503) 274-7644 E-MAIL ADDRESS: skidder@epbb.com																					
INSURED Ryder Election Services LLC 370 SW Columbia St Bend OR 97702	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: American Fire & Casualty Co.</td><td></td><td>24066</td></tr><tr><td>INSURER B: Ohio Casualty Insurance Co.</td><td></td><td>24074</td></tr><tr><td>INSURER C: SAIF Corporation</td><td></td><td>36196</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: American Fire & Casualty Co.		24066	INSURER B: Ohio Casualty Insurance Co.		24074	INSURER C: SAIF Corporation		36196	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** R 20-21 GL AU UM 21-22**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BZA56807849	11/19/2020	11/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ IDRC \$ 25,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAA56808232	11/19/2020	11/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			USO56808232	11/19/2020	11/19/2021	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	601802	01/01/2021	01/01/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Clatsop County Clerk and Elections
Attn: Tracie Krevanko
820 Exchange St, Ste 220
Astoria OR 97103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Shelly Kidder

Additional Named Insureds

Other Named Insureds

RYDER LIVING TRUST	Insured Multiple Names
Ryder Properties LLC	Doing Business As
RYDER PROPERTIES, LLC	Insured Multiple Names

2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** does not apply.

C. Incidental Medical Malpractice Injury

1. Paragraph **(4)** under Paragraph **B.1.j. Exclusions - Applicable To Business Liability Coverage - Professional Services** does not apply to "Incidental Medical Malpractice Injury" coverage.
2. With respect to this endorsement, the following is added to Section **F. Liability And Medical Expenses Definitions**:
 - a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:
 - (1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
 - (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.
 - b. This coverage does not apply to:
 - (1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.
 - (2) Any insured engaged in the business or occupation of providing any of the services described under **a.** above.
 - (3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under **a.** above.

D. Mobile Equipment

Section **C. Who Is An Insured** is amended to include any person driving "mobile equipment" with your permission.

E. Blanket Additional Insured (Owners, Contractors Or Lessors)

1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:
 - a. Currently in effect or becoming effective during the term of this policy; and
 - b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
2. The insurance afforded to the additional insured is limited as follows:
 - a. The person or organization is only an additional insured with respect to liability arising out of:
 - (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and
 - (2) Caused in whole or in part by your ongoing operations performed for that insured.
 - b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.
 - c. The insurance afforded to the additional insured does not apply to:
 - (1) Liability arising out of the sole negligence of the additional insured;
 - (2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- (a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.
- (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
- (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.

3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

F. Newly Formed Or Acquired Organizations

The following is added to Section **C. Who Is An Insured**:

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

- 1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
- 2. Section **A.1. Business Liability** does not apply to:
 - a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
 - b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
- 3. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

G. Aggregate Limits

The following is added to Paragraph **D.4. Aggregate Limits Liability and Medical Expenses Limits Of Insurance**:

- 1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
- 2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

H. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- 1. Paragraph **E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition** applies only when the "occurrence" is known to any insured listed in Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
- 2. Paragraph **E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition** will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 14, 2021

Agenda Title: Intergovernmental Agreement 170119 between Oregon Health Authority (OHA) and Clatsop County Department of Public Health

Category: Consent Calendar

Presented By: Margo Lalich, Interim Public Health Director

Issue Before the Commission: Request of Authorization for County Manager to approve Intergovernmental Agreement #170119 between Oregon Health Authority (OHA) and Clatsop County Department of Public Health and approve the 2021-22 budget and appropriation adjustment as required by ORS 294.338 for a total of \$3,000,000.00.

Informational Summary: IGA 170119 will support the establishment and maintenance of vaccination implementation activities.

This funding will allow the County's continuing efforts to expedite and maximize COVID-19 vaccinations at local mass vaccination sites and community events.

The IGA also helps Governor Brown and the OHA achieve and maintain the statewide vaccination goals to vaccinate Oregonians, depending on vaccination supply provided by the federal government.

PH Emergency Preparedness

- Federal Funding with CFDA #97.036
- Project Description: Provide funding for COVID-19 emergency response activities of distributing and administering COVID-19 vaccines to the population starting from 12/1/2020 through 7/31/2021.

Required County Services

Clatsop County shall perform the following services on an ongoing basis throughout the term of this Agreement:

- Expedite and maximize COVID-19 vaccinations throughout Oregon at local mass vaccinations sites and community events, with the focus of vaccinating populations based on allocated vaccine supply and as outlined by Governor Brown's vaccination plan, including priority groups and timelines.
- Conduct regular dialogue with community stakeholders including community-based organizations, hospitals, providers, organizations representing priority populations, etc.
- Provide updated information to the OHA vaccination team on vaccination rate through the ALERT IIS system on a regular basis pursuant to state and federal guidance.
- Adhere to the OHA guidance on vaccinating priority groups as driven by local vaccination supply.
- Provide ongoing recommendations to the OHA with on-the-ground data and information for improvement regarding vaccination deployment, implementation, and operations.
- Catalogue various expenses related to vaccination services.
- Participate with OHA and members of the Governor's office in a post-event evaluation to highlight learnings for future events.

Attached is the R&O required by Oregon Revised Statutes for budget adjustments for fiscal year 2021-22. This adjustment is necessary to be compliant with budget law.

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

Fiscal Impact: Total for IGA 170119 is \$3,000,000.00 via reimbursements for vaccination-related activities from 12/1/2020 through 7/31/2021.

Requested Action:

Approve the budget adjustment for \$3,000,000.00 to remain in compliance with Oregon budget law per ORS 294.338 and authorize the Chair to sign IGA 170119 between OHA and Clatsop County Department of Public Health.

Attachment List

- A. Copy of Intergovernmental Agreement 170119 for a total of \$3,000,000.00
- B. Resolution and Order
- C. Schedule "A" Appropriation adjustments

Agreement Number 170119

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA,” and

Clatsop County
820 Exchange, Suite 100
Astoria, OR 97103-4609
Attn: Margo Lalich
Phone: (503) 338-8500
Email: mlalich@co.clatsop.or.us;
shuddleston@co.clatsop.or.us

hereinafter referred to as “County.”

Work to be performed under this Agreement relates principally to OHA’s

Public Health Division
800 NE Oregon Street, Suite 930
Portland, OR 97232
Agreement Administrator: Carole Yann or delegate
Telephone: 971-212-1363
E-mail address: carole.l.yann@dhs-oha.state.or.us

RECITAL

OHA is providing funding under this Agreement, for the purpose of responding to the state of emergency declared by the Governor Kate Brown in State of Oregon Executive Order 20-03 (Declaration of Emergency due to Coronavirus (COVID-19), Outbreak in Oregon) as extended by State of Oregon Executive Order 20-67 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of COVID-19.

This Agreement is subject to the additional federal terms and conditions located at: <https://www.oregon.gov/das/Procurement/Documents/COVIDFederalProvisions.pdf>, as may be applicable to this Contract as well as the terms of the FEMA-OHA State Agreement, attached hereto as Exhibit E and incorporated herein by reference. See also Section 3. of Exhibit A, Part 1.

1. **Effective Date and Duration.**

Upon approval of this Agreement by the parties, and when required, the Department of Justice, this Agreement shall become effective on **December 1, 2020** regardless of the date this Agreement has been fully executed by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **September 30, 2021**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. **Agreement Documents.**

- a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- Attachment 1: Invoice Form
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: FEMA-OHA/State Agreement

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b. 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, Exhibits E, D, B, A, and C.
- c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

3. **Consideration.**

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$3,000,000**. OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- b. OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Contractor or Subrecipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

☐ County is a subrecipient ☒ County is a contractor ☐ Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 97.036

5. County Data and Certification.

a. County Information. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS):

County of Clatsop

Street address:

800 Exchange St., Suite 310

City, state, zip code:

Astoria, OR 97103

Email address:

mlalich@co.clatsop.or.us

Telephone:

(503) 325-8500 Facsimile: (503) 325-8678

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement, all insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: SAIF

Policy #: 4700

Expiration Date: Renews Annually on July 1st

b. Certification. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:

- (1) The County is in compliance with all insurance requirements of this Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;
- (3) The information shown in this Section 5a. “County Information”, is County’s true, accurate and correct information;
- (4) To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding; and

- (8) County Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is required to provide OHA with the new FEIN within 10 days.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

- 6. Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

Clatsop County

By:

Authorized Signature

County Manager

Title

Don Bohn

Printed Name

Date

State of Oregon, acting by and through its Oregon Health Authority pursuant to ORS 190

By:

Authorized Signature

Title

Printed Name

Date

Approved for Legal Sufficiency:

Jeff Wahl, AAG via email

Department of Justice

May 14, 2021

Date

OHA Program Review:

Carole Yann & Derrick Clark via email

Authorized Signature

Carole Yann: Fiscal & Business Operations Director
Derrick Clark: Operations & Policy Analyst

Title

Carole Yann & Derrick Clark

Printed Name

May 14, 2021
May 13, 2021

Date

EXHIBIT A
Part 1
Statement of Work

1. Background and Purpose

Oregon's local public health agencies are assisting in establishing vaccination sites and vaccine administration around Oregon to support Governor Kate Brown's COVID-19 vaccination plan. The funds provided under this Agreement will support the establishment and maintenance of vaccination implementation activities.

As used in this Agreement, the phrase "vaccination sites" includes but are not limited to facilities that house vulnerable populations, and other non-traditional venues such as convention centers, community centers, places of worship, retail settings, food pantries and drive-through testing sites as determined by local stakeholder partners.

The purposes of this Agreement are to:

- obtain County's services described in Section 2. below to expedite and maximize the COVID-19 vaccination rate throughout Oregon by establishing vaccination sites for their local communities; and
- help Governor Brown and the Oregon Health Authority achieve and maintain the statewide vaccination goals to vaccinate Oregonians, depending on vaccination supply provided by the federal government.

As outlined by Governor Kate Brown, Oregon's vaccination plan relies on a regional framework to meet each region's unique vaccination needs and population. See <https://covidvaccine.oregon.gov/> and <https://www.oregon.gov/oha/covid19/Documents/COVID-19-Vaccination-Plan-Oregon.pdf>

The regional framework creates a coordinated approach led by local hospitals and health systems. Accordingly, the Program activities described below will be done in partnership with local public health agencies (LPHAs) and will prioritize Oregon's vaccination population phases.

2. Required County Services

County shall perform the following services on an ongoing basis throughout the term of this Agreement:

- 2.1** Expedite and maximize COVID-19 vaccinations throughout Oregon at local mass vaccinations sites and community events, with the focus of vaccinating populations based on allocated vaccine supply and as outlined by Governor Brown's vaccination plan, including priority groups and timelines.
- 2.2** Conduct regular dialogue with community stakeholders including community-based organizations, hospitals, providers, organizations representing priority populations, etc.

- 2.3 Provide updated information to the OHA vaccination team on vaccination rate through the ALERT IIS system on a regular basis pursuant to state and federal guidance.
- 2.4 Adhere to the OHA guidance on vaccinating priority groups as driven by local vaccination supply.
- 2.5 Provide ongoing recommendations to the OHA with on-the-ground data and information for improvement regarding vaccination deployment, implementation, and operations.
- 2.6 Catalogue various expenses related to vaccination services. (*See Vaccination Service Expense Report table below under Section 3. Reporting Requirements.*)
- 2.7 Participate with OHA and members of the Governor's office in a post-event evaluation to highlight learnings for future events.

3. Compliance with FEMA-OHA/State Agreement (Exhibit E)

The terms of the FEMA-OHA/State Agreement that provides federal FEMA Public Assistance award funds for this Agreement are incorporated herein by reference into this project Agreement (and attached hereto as Exhibit E). County must comply with all applicable laws, regulations, policy and guidance, including but not limited to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Title 44 of the CFR, FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide, and other applicable FEMA policy and guidance.

3. Reporting Requirements

To support County's invoices County shall collect the following reports and submit them to ohacovid.fema@dhsosha.state.or.us as follows:

Report type	Reporting requirement	Report Periods	Report Due Dates
Project outcome reports	County's summary of outcomes for the report period: site locations, stakeholders participating, vaccination throughput rate, and populations served (including race / ethnicity and age).	December 1, 2020 through Agreement execution	30 days after Agreement execution.
		Each month of the Agreement from Agreement execution through June 30, 2021	The 15 th day of the month following the Report Period
Cost - expenditure reports	County's cost - expenditure reports shall include a summary of expenditures for the report period, including: a completed <i>Vaccination Service Expense Report</i> (see report form below*), and supporting documentation for expenses as requested by OHA, which Contractor shall maintain in accordance with Exhibit B, Section 15. Records Maintenance; Access. In addition, County shall complete and submit any required FEMA cost – expenditure reports that OHA provides County for completion.	December 1, 2020 through Agreement execution	30 days after Agreement execution.
		Each month of the Agreement from Agreement execution through June 30, 2021	The 15 th day of the month following the Report Period

*Vaccination Service Expense Report		
LPHA Name:		
Report Period:		
Vaccination Service Expense Type		Reimbursement Request
<input type="checkbox"/>	Staff time for management, coordination, planning	\$
<input type="checkbox"/>	Staff time for volunteer recruitment, management	\$
<input type="checkbox"/>	Staff time for outreach and/or communications	\$
<input type="checkbox"/>	Staff time for quality assurance and improvement	\$

*Vaccination Service Expense Report		
LPHA Name:		
Report Period:		
Vaccination Service Expense Type		Reimbursement Request
<input type="checkbox"/>	Staff time for greeters, registration, patient flow	\$
<input type="checkbox"/>	Staff time for public health reporting, data entry	\$
<input type="checkbox"/>	Workforce recruitment and training	\$
<input type="checkbox"/>	Volunteer mileage, parking, per diem	\$
<input type="checkbox"/>	Public education campaigns	\$
<input type="checkbox"/>	Translation services and/or capabilities	\$
<input type="checkbox"/>	Vaccine site space rental	\$
<input type="checkbox"/>	Scheduling planning and technology solutions	\$
<input type="checkbox"/>	Supplies and equipment not supplied by federal government: personal protective equipment, storage, patient/traffic flow, signage	\$
<input type="checkbox"/>	Security services	\$
<input type="checkbox"/>	Transportation for patients and/or workforce	\$
<input type="checkbox"/>	Transport of vaccine and/or supplies	\$
<input type="checkbox"/>	Legal and compliance services	\$
<input type="checkbox"/>	EMS on-site (note – cannot include cost of treatment)	\$
<input type="checkbox"/>	Additional expenses approved by OHA in writing (list additional expense types).	\$
TOTAL REQUEST		\$

Note: OHA will not reimburse the following costs under this Agreement:

- Costs of the vaccine and ancillary supplies supplied by the federal government; and
- Other costs that are expected to be reimbursed by third party insurance.

EXHIBIT A
Part 2
Payment and Financial Reporting

1. Payment Provisions.

- a. All payments under this Agreement will be made on a cost reimbursement basis.
- b, County shall send all invoices to ohacovid.fema@dhsosha.state.or.us or to any other address as OHA may indicate in writing to County. *See Attachment 1: Invoice Form.* County's claims to OHA for overdue payments on invoices are subject to ORS 293.462.
- c. OHA will review the reports required by Section 3. of Exhibit A, Part 1 (Project outcome reports and Cost expenditure reports, and supporting documentation for expenses as requested by OHA).

OHA approval of those reports is required prior to payment of County's invoices and will be the method for verifying payments and proper expenditures under this Agreement.

2. Travel and Other Expenses. OHA will not reimburse County for any travel or other expenses not listed in the *Vaccination Service Expense Report* form listed in Exhibit A, Part 1, Section 3. Reporting Requirements or approved in writing by OHA.

Note: OHA will not reimburse the following costs under this Agreement:

- Costs of the vaccine and ancillary supplies supplied by the federal government; and
- Other costs that are expected to be reimbursed by 3rd party insurance.

**Attachment 1:
INVOICE FORM:**

Invoice #: _____

OHA Agreement #170119

Date: _____

From: Clatsop County
820 Exchange, Suite 100
Astoria, OR 97103-4609
Attn: Margo Lalich
Phone: (503) 338-8500
Email: mlalich@co.clatsop.or.us;
shuddleston@co.clatsop.or.us

Tax ID/EIN # _____

To: Oregon Health Authority
Public Health Division
800 NE Oregon Street, Suite 930
Portland, OR 97232
Attention: Carole Yann
Telephone: 971-212-1363
Email: ohacovid.fema@dhsosha.state.or.us

Submit invoice only via email to: ohacovid.fema@dhsosha.state.or.us.

DESCRIPTION	TOTAL
Total Due	\$

EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

- a.** All information as to personal facts and circumstances obtained by the County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b.** The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c.** OHA, County and any subcontractor will share information as necessary to effectively serve OHA clients.

2. Amendments.

- a.** OHA reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) OHA may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA's satisfaction with performance of the work or services provided by the County under this Agreement.
 - (2) OHA may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b.** OHA further reserves the right to amend the Statement of Work for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.
- c.** Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional

provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 “Amendments” of this Agreement.

4. **Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
5. **Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the OHA office that referred the child or family. The County will make immediate contact with the OHA office when media contact occurs. The OHA office will assist the County with an appropriate follow-up response for the media.
6. **Nondiscrimination.** The County must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

EXHIBIT B

Standard Terms and Conditions

1. **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 the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives 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. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA, 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. Nothing in this Agreement shall require County or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. County represents and warrants as follows:
 - (1) Organization and Authority. County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) Due Authorization. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other

administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County 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 County of this Agreement.

- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. OHA represents and warrants as follows:

- (1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA 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 OHA of this Agreement, other than approval by the Department of Justice if required by law.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, 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. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Funds Available and Authorized Clause.

- a.** The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b.** **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to OHA on a OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

- 6. Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

7. Reserved.

8. Ownership of Intellectual Property.

- a. Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:

 - (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or County.

- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
 - c. If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Work, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
 - d. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.
9. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:
- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
 - b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by OHA to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
 - c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

- 10. OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:

- ## 11. Termination.

- (1) For its convenience, upon at least 30 days advance written notice to OHA;
- (2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
- (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative

Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;

- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or
- (6) Immediately upon written notice to County, if OHA determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

12. Effect of Termination.

a. Entire Agreement.

- (1) Upon termination of this Agreement, OHA shall have no further obligation to pay County under this Agreement.
- (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.

b. **Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

13. Limitation of Liabilities. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

14. **Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
15. **Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
17. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**
- a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including

at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

20. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. OHA's consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
21. **No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 5, 6, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** 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, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA:

Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

- 26. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 27. Waiver.** The 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. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
- 28. Reserved.**
- 29. 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 a party (the "Notified Party") with respect to which the other party ("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. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State 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 the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County 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 the State on the one hand and of the County 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. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County 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 the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State 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 the County on the one hand and of the State 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. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 30. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.
- 31. Stop-Work Order.** OHA may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:
- a.** Cancel or modify the stop work order by a supplementary written notice; or
 - b.** Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

EXHIBIT C

Subcontractor Insurance Requirements

County shall require its first tier contractor(s) (Contractor) 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 the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. 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 OHA. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor 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 Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

☒ **Required**

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

AUTOMOBILE LIABILITY INSURANCE:

☐ Required ☒ Not required

PROFESSIONAL LIABILITY:

☐ Required ☒ Not required

NETWORK SECURITY AND PRIVACY LIABILITY:

☐ Required ☒ Not required

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

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

WAIVER OF SUBROGATION:

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

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, 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 this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and County's acceptance of all Services required under this Subcontract, or, (ii) County's or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

County shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by OHA under this agreement and to provide updated requirements as mutually agreed upon by Contractor and OHA.

STATE ACCEPTANCE:

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

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et.seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an 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 County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The County shall 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 subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State,

local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h.** No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

- 6. Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. Audits.

- a.** County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b.** If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to DHS within 30 days of completion. If County expends less than \$750,000 in a federal fiscal year, Recipient is exempt from federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

- 8. Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- 9. Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

10. Medicaid Services. [Reserved]

11. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Disclosure. [Reserved]**
13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:
 - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.
14. **Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

Exhibit E: FEMA-OHA/State Agreement

439679 172308 OHA Vaccine Operations OR

The purpose of this Version 0 Expedited Project is to provide funding to the Oregon Health Authority for COVID-19 emergency response activities of distributing and administering COVID-19 vaccines to its population starting from January 21, 2021 through April 20, 2021.

*****VERSION 1*****

The purpose of this Version 1 Expedited Project is to provide funding to the Oregon Health Authority for COVID-19 emergency response activities of distributing and administering COVID-19 vaccines to its population starting from December 1, 2020 through July 31, 2021.

The project cost estimate is prepared based on Applicant-provided costs in response to FEMA 4499DR-OR (a COVID-19 declared event).

Work to be Completed

The Oregon Health Authority (OHA) is applying for funding on behalf of PNPs that will be administering vaccinations within the State. The applicant's funding request to vaccinate its population within their jurisdiction is limited at 36% of the population. According to the 2019 US Census, the total population of the State was 4,217,737. The total amount of vaccines eligible to be administered is 3,036,772 eligible doses (2 doses X 36% X 4,217,737).

The Applicant plans to distribute 75% of the eligible doses, 2,176,626 eligible doses ((3,036,772 eligible doses - 134,604 previously obligated doses) x 75%) throughout the state in this operational period by utilizing up to 71 potential vaccination sites of various sizes. These potential sites include 3 Mega Sites, 10 Large Sites, 23 Medium Sites, and 35 Small Sites. Local jurisdictions may request for the remaining 25% of the eligible doses, 725,542 eligible doses ((3,036,772 eligible doses - 134,604 previously obligated doses) x 25%).

The average unit cost based on Applicant provided information is \$101.15/dose, which is within the allowable range identified in 'Vaccine Administration Unit Costs.xlsx'.

Total project cost = unit cost per dose X eligible doses = \$101.15 X 2,176,626 = \$220,165,720

Approximate Vaccine Unit Cost per Site Type: (rounded to the nearest cent)

- 3 Mega Sites: \$28,911,592.60
 - \$58.85/vaccine x 491,276 vaccines
- 10 Large: \$68,270,960.34
 - \$83.38/vaccine x 818,793 vaccines
- 23 Medium: \$79,767,175.94
 - \$127.07/vaccine x 627,742 vaccines

- 35 Small: \$43,215,991.02
 - \$180.96/vaccine x 238,815 vaccines

Oregon Health Authority

A. Labor: \$200,990,107.75

- For Emergency Work, only overtime labor is eligible for budgeted employees. For unbudgeted employees performing Emergency Work, both straight-time and overtime labor are eligible. Chapter 2:V.A. Applicant (Force Account) Labor of the PAPPG (V3.1)
- 2 Team Lead
- 2 Deputy Team Lead
- 22 Security Personnel
- 10 Traffic Control
- 52 Vaccinators
- 7 Pharmacists
- 25 Nurse's Aides
- 25 Medical Screeners
- 2 Supply Managers
- 5 IT Support
- 5 On Call EMT
- 32 General Staff
- 4 Logistics Specialists
- 2 Forms Distribution Staff
- 2 Orientation Personnel
- 4 Clinic Flow; Reviewers/Billing
- 1 Clinic Manager
- 3 Translators
- 10 Float Staff
- 3 Legal Affairs Officers

B. Facility Leases Costs: \$2,902,174.68

- Facility Lease
- Additional Parking

C. Facility Equipment/Service Costs: \$6,227,059.17

- Disinfection of Interior Facility will have no grey water runoff.
- One time 'Start-Up' Cost:
 - 4 Internet Access Hot Spot Device (one time cost)
 - 38 Interior Signage (one time cost)
 - 228 Chairs / Tables (per staff basis)
 - 300 Medical Waste Disposal (one time cost)
 - 10 Hand Carts (one time cost)
 - 15 Storage Equip (one time cost)
 - 1 Janitorial (one time material cost)

- o 51 Tablets (one time cost)
- o 84 Specialty Freezers (one time cost)
- o 2 Outside banner
- o 6 Message Boards in parking lot
- o 600 Traffic cones in parking lot
- o 52 Interior Privacy Partitions
- o 1 Initial Buildout of Facility
- o 1 Restoration back to pre-disaster

D. Medical Materials Costs: \$10,046,378.29

- 3,000 Needles
- 3,000 Syringes
- 3,000 Alcohol Prep Pads
- 1,500 Surgical Masks
- 1,500 Face Shields
- 3,000 Band-aids
- 1,500 Gloves
- 18 Sharp Containers
- 150 Antihistamines
- 5 Epi-Pens
- 25 First aid kit
- 18 Blood pressure measuring device
- 18 Light source to examine mouth and throat
- 3,000 Oxygen
- 18 Stethoscope
- 18 Timing device for measuring pulse
- 3,000 Tongue depressors
- 3,000 Tourniquet

Work to be Completed Total: \$220,165,719.90

Expedited project will be funded at 50% of the project cost.

Version 0 Expedited Project Cost x 50%Reduction: \$110,082,859.95

The Federal Cost Share for this Project is 100%.

Project Notes:

1. Scope and cost were developed based on 'Vaccine Administration Unit Costs.xlsx' See attachment: 'ST 172308 cost estimate.xlsx'.
2. This is an Expedited Project and will be reconciled for actual costs with all documentation required prior to any future version of this project.

3. Oregon projects with doses previously obligated are: 170298 (2,380); 169848 (5,344); 169861 (5,710); 169867 (61,616); 170071 (59,554). Total doses previously obligated = 134,604.
4. 'VERSION 1' only modifies project start and end dates. See document 'DR 4499 OR - Oregon Health Authority - Request to Modify our FEMA Agreement - Project 172308.pdf'.

Grant Conditions

COVID-19 Expedited Application Disclosures:

1. Contracts must include a Termination for Convenience clause.
2. FEMA will not approve PA funding that duplicates funding or assistance provided by another Federal agency, including the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, and the United States Department of Agriculture.
3. FEMA will only reimburse for PPE/medical supplies and equipment provided to and used by Applicants and essential workers as necessary to prevent the spread of infection as directed by public health officials not to exceed the duration of the HHS public health emergency declaration for COVID-19.
4. Under the COVID-19 Declarations, eligible emergency medical care costs are eligible for the duration of the Public Health Emergency, as determined by HHS.
5. Medical Waste will be disposed of in accordance with state-approved protocol.
6. Pursuant to Section 312 of the Stafford Act, FEMA is prohibited from providing financial assistance where such assistance would duplicate funding available from another program, insurance, or any other source for the same purpose.
7. The level of disinfection work proposed for Healthcare and other public facilities needs to comply with the Centers for Disease Control and Prevention (CDC) recommendations for Healthcare or Community Facilities that have been occupied or visited by those Suspected or Confirmed of having Coronavirus Disease 2019. For any additional, non-routine disinfection work undertaken by the Applicant, the Applicant must demonstrate that the work was taken at the direction or guidance of a Public Health Official and that it complies with CDC recommendations for disinfection of subject Facilities.

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION
For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: 170119-0

Legal name *(tax filing)*: County of Clatsop

DBA name *(if applicable)*:

Billing address: 800 Exchange St., Suite 310

City: Astoria **State:** OR **Zip:** 97103

Phone: (503) 325-8500

FEIN: 93-6002287

- OR -

SSN:

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 170119-0 , hereinafter referred to as "Document."

I, Don Bohn County Manager
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Clatsop County Dept of Public Health by email.

Contractor's name

On 6/15/2021 ,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature

Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

In the matter of the adjustment of the fiscal)
year 2021-22 budget and appropriations by)
authorizing expenditure of unanticipated)
grant revenue from the Oregon Health Authority)
for Contract 170119, per ORS 294.338)

RESOLUTION AND ORDER

It appearing to the Board that there is a need to make adjustments in the fiscal year 2021-22 budget by transferring appropriations between categories within an organizational unit, and authorizing expenditure of unanticipated grant revenue;

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

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

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

ADOPTED AND APPROPRIATED this 14th Day of July 2021.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Mark Kujala, Chair

Schedule A

2021-22 Budget Adjustments

I. ADJUSTMENTS INVOLVING EXPENDITURE OF UNANTICIPATED GRANT REVENUE

<u>ORGANIZATION UNIT/FUND</u>		<u>INCREASE</u>	<u>DECREASE</u>
PH Emergency Preparedness			
FEMA-OHA 170119 Grant Revenue	007/4170/81-5103	\$3,000,000.00	
FEMA-OHA 170119 Expense	007/4170/82-2354	\$3,000,000.00	

Comment: OHA IGA 170119 is a total of \$3,000,000.00 and is outlined in the Agenda Item Summary. We are requesting the above referenced as budget appropriation adjustments for FY21/22.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 14, 2021

Agenda Title: Consider an offer on County owned property
Category: Consent Calendar
Presented By: Sirpa Duoos, Property Management Specialist

Issue Before the Commission: Consider an offer on County owned property after auction.

Informational Summary: Clatsop County came into title of Assessor's Map 80910BD04300 in 1949 via tax foreclosure. This parcel was categorized as surplus in 2008 and subsequently offered for sale five different times over the years, most recently in 2020, with a minimum bid of \$10,000. No offers were received. All adjoining property owners were notified.

Staff opened sealed bids on June 17th and an offer was received for \$8,100, exceeding the County's policy of accepting offers of 80% of the minimum bid after auction.

This vacant piece of land contains 0.11 of an acre and has a current real market value of \$48,250. The parcel is above grade from street level and is zoned R-2.

The approval of this sale will place this parcel back on the tax roll.

Fiscal Impact: The proceeds of the sale will be distributed to the taxing districts after costs are deducted. Cost includes the recording fee for the deed.

Requested Action:

Adopt the Resolution and Order by accepting the offer and authorizing the Chair to sign the deed.

Attachment List

- A. Resolution and Order
- B. Deed
- C. Map
- D. Earnest Money Agreement

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IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF CERTAIN)
SALE OF COUNTY LAND) RESOLUTION AND
PURSUANT TO ORS 275.200) ORDER
AFTER AUCTION

WHEREAS, ORS 275.200 authorizes the sale of County land not sold by Sheriff at public auction by private sale without further notice; and

WHEREAS, the parcel described in Exhibit "A" was exposed for sale, at minimum bid of \$10,000 Cash, at a prior auction; and

WHEREAS, no bids were received at prior auction; and

WHEREAS, the County has received a written offer after public auction; and

WHEREAS, the party in Exhibit "B" has submitted the highest offer indicated in Exhibit "B", after the public auction, for cash;

NOW THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the Clatsop County Board of Commissioners accept the offer in Exhibit "B", authorize the Chair to sign the Quitclaim Deed and authorize the Assessor/Tax Collector to distribute the proceeds of the sales according to the state statutes.

Dated this _____ day of July 2021

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Chair

AFTER RECORDING RETURN DOCUMENT TO:

- After Recording Return To: _____
- Clatsop County Property Management _____
- 820 Exchange, Suite 230 _____
- Astoria, OR 97103 _____



Recording Instrument #: 202008543
 Recorded By: Clatsop County Clerk
 # of Pages: 1 Fee: 87.00
 Transaction date: 10/5/2020 12:45:52
 Deputy: nstethem

State Of Oregon

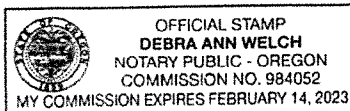
County Of Clatsop } ss.

Affidavit of
 PUBLICATION

I, **Lauren McLean**, being duly sworn, depose and say that I am the principal clerk of the manager of **THE ASTORIAN**, a newspaper of general circulation, as defined by section ORS 193.010 and 193.020 Oregon Compiled Laws, Annotated, printed and published tri-weekly at Astoria in the aforesaid county and state; the Legal Notice: **AB7901 Notice of County Land Sale** printed copy of which is hereto attached, was published in the entire issue of said newspaper **Four** successive and consecutive time(s) in the following issues: **September 5th, 12th, 19th & 26th, 2020.**

Signed and attested before me on
 the **2nd** day of **October, 2020**
 by:

Debra Ann Welch



Notary Public for the State of
 Oregon, Residing at Astoria,
 Oregon, Clatsop County.

Copy Of Advertisement

AB7901
 EXHIBIT "A"

NOTICE OF COUNTY LAND SALE

Pursuant to ORS 275.110 and Resolution and Order of the Clatsop County Board of Commissioners dated August 26, 2020, at 10:00 a.m. on Tuesday, September 29, 2020, I shall proceed to sell the properties indicated below at a public auction, at the Clatsop County Fair & Expo, located at 92937 Walluski Loop, Astoria, Oregon, to the highest and best bidder in Cash. The sale of property is **AS IS** and includes all of the right, title and interest, if any there be, in and to the following described real properties situated in Clatsop County, Oregon, provided, however, that Clatsop County does not warrant or guarantee the extent to which it has any title or interest in the properties or to the extent to which the properties are free from any encumbrances or claims. The Properties to be sold are as follows:

Map & Tax Lot	RMV	Acres	General Area	Min. Bid
40703CB02500	\$25,845	0.45	Elsie, Morgan Lane	\$5,000
60601AD03800	\$9,865	0.25	Fishhawk Lake Reserve	\$1
71021DC01000	\$73,602	0.70	Surf Pines	\$5,000
71033D000200	\$63,870	4.77	At the Reserve in Gearhart	\$20,000
80910BD04300	\$65,396	0.11	Alderbrook area of Astoria	\$10,000
81008AA03500	\$54,929	0.15	Fleet & 7 th in Hammond	\$20,000
81021AC01300, 1301, 1700, 1800	\$88,554	0.44	Vacant land off of SW 1 st and SW Alder Court, Warrenton	\$25,000
81033A002000	\$73,811	1.00	91933 Hwy 104, Warrenton	\$20,000

SALE TERMS: Cash or Certified Check by 5:00 p.m. on day of sale. (NO personal or business checks accepted.)

Clatsop County shall not warrant or defend the titles of the properties offered for sale to be free of defects or encumbrances and will not warrant that its foreclosure proceedings or any other proceeding authorizing sale of these properties to be free of defects and will only sell and convey such titles, if any, as the County has acquired. Interested bidders are encouraged to obtain a title report prior to bidding. Conveyance is subject to any recorded easements to the United States or any agency thereof. The Clatsop County Board of Commissioners reserves the right to reject any and all bids. Pre-registering is required due to Covid-19, please call 503-338-3674 or email sduoos@co.clatsop.or.us to register and get specific information. Open hours 8:30 a.m. and 5:00 p.m. weekdays.

Clatsop County Sheriff

Publication dates: September 5, 12, 19 & 26, 2020
 The Daily Astorian

EXHIBIT "B"

Assessor's Map	Minimum Bid	RMV	Offer after auction	Name of bidder
80910BD04300	\$10,000	\$48,250	\$8,100	HVH Holdings LLC

AFTER RECORDING RETURN TO GRANTOR:
Clatsop County Property Management
820 Exchange, Suite 230
Astoria, OR 97103

GRANTEES:

QUITCLAIM DEED

CLATSOP COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to, **HVH Holdings LLC, an Oregon Limited Liability Company, Grantee**, all of its right, title and interest, including mineral rights, if any, in that parcel of real property situated in Clatsop County State of Oregon, described as follows:

LEGAL: Lot 3, Block 97, Adair's East Addition to Astoria, in the City of Astoria, State of Oregon

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17 CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

ASSESSOR'S ACCT. NO. 80910BD04300

ACCT. ID No. 24451

SITUS ADDRESS: Vacant land off of Commercial Street in Alderbrook area of Astoria

THIS PROPERTY IS SOLD "AS IS." CLATSOP COUNTY DOES NOT WARRANT TITLE TO BE FREE OF DEFECTS OR ENCUMBRANCES OR THAT FORECLOSURE PROCEEDINGS OR ANY OTHER PROCEEDING AUTHORIZING THE ACQUISITION, SALE OR TRANSFER OF THIS PROPERTY TO BE FREE OF DEFECTS. CLATSOP COUNTY ONLY SELLS AND CONVEYS SUCH TITLE, IF ANY, AS IT HAS ACQUIRED.

The true and actual consideration paid for this transfer stated in terms of dollars is **EIGHT THOUSAND ONE HUNDRED (\$8,100) DOLLARS.**

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to

corporation and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this ____ day of July 2021.

Chair

STATE OF OREGON)
) ss.
County of Clatsop)

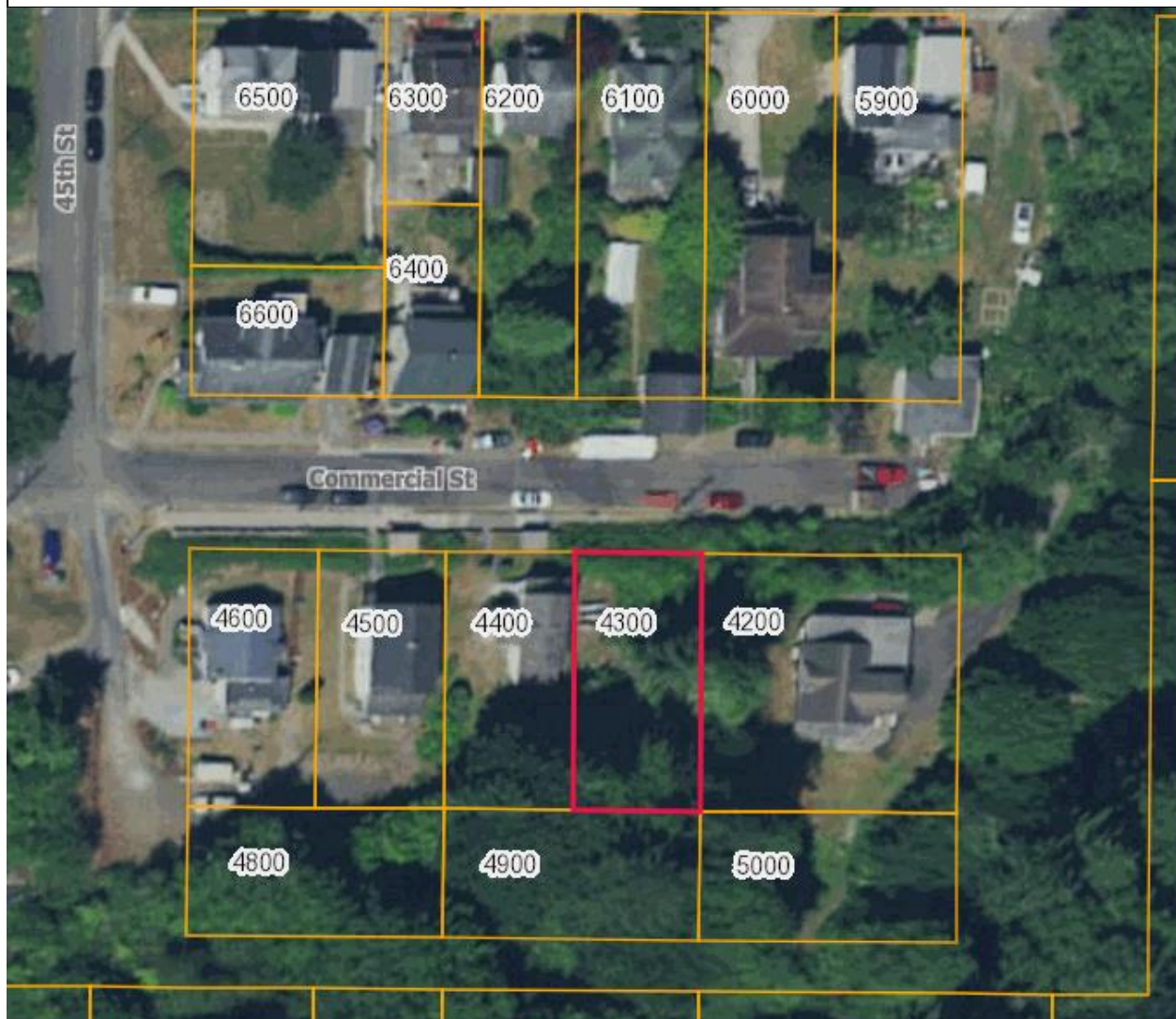
This Quitclaim Deed was acknowledged before me on this ____ day of July 2021 by, _____ as Chairperson of the Board of Commissioners for Clatsop County, a political subdivision of the State of Oregon.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

UNTIL A CHANGE IS REQUESTED, ALL TAX
STATEMENTS SHALL BE SENT TO THE
FOLLOWING ADDRESS:

HVH Holdings LLC
327 W Marine Dr.
Astoria, OR 97103

MAP # 80910BD04300	ID # 24451	Minimum Bid: \$10,000 CASH
Real Market Value: \$65,396		Assessed Value: \$34,885
Acreage: 0.11		General Area: Vacant lot in the 4500 block of Commercial Street in Alderbrook
Zoning: R-2		Special Overlay:
Comments: Contact City of Astoria Community Development Department for any requirements to develop 503-338-5183		





**CLATSOP COUNTY
PROPERTY MANAGEMENT**

Attn. Sirpa Duoos
Phone (503) 338-3674
820 Exchange, Suite 230
Astoria, OR 97103

EARNEST MONEY AGREEMENT FOR SEALED BID OFFER FORM

PROVIDE ALL INFORMATION REQUESTED OR OFFER WILL BE REJECTED.

Print legibly or type

NAME: (This will be printed on Deed) HVH Holdings LLC John HARPER

ADDRESS: (For tax statement purposes) 325 W MARINE DR
ASTORIA OR 97103

DAYTIME PHONE: 503 396-9149

Assessor's map and tax lot number: 80910BD-4300

Amount of offer: \$ 8100.00 CASH
(EIGHT THOUSAND ONE HUNDRED & 00/100)

Enclose a \$200.00 deposit with the offer.

Offers must be received in our office by 3:00 p.m. on the third Thursday of the month, in 2021. Return to: Clatsop County Property Management, 820 Exchange Street, Suite 230, Astoria, Oregon 97103 (Postmarks not accepted).

\$10K
alderbrook
Cedar

Clearly mark on the outside of the envelope "SEALED BID".

READ AND SIGN BELOW:

I understand that at the time of sale, the County conveys whatever interest the County has at that time. I understand the County will not warrant any interest in the property or that the tax foreclosure proceeding was free from defect. I understand the County will not be responsible for establishing or guaranteeing property lines or corners of the subject property or that property is suitable for any particular use. The Board of County Commissioners has a right to reject any and all offers.

I understand the property is offered for sale AS IS.

~~I understand that the deposit of \$200.00 is to cover administrative and recording fees. I understand the deposit will not be refunded to me unless another party purchases the property. If I am the successful bidder, I understand the \$200.00 deposit will be applied as partial payment toward the purchase of the above-described property.~~

Signature [Signature] Date 6-7-21

(Attach Sealed Bid Process)

**Clatsop County
Board of Commissioners
Minutes
Wednesday, May 26, 2021**

REGULAR MEETING: 6:00 PM

ROLL CALL

PRESENT

Commissioner Courtney Bangs
Commissioner John Toyooka
Commissioner Pam Wev
Vice Chair Lianne Thompson
Chair Mark Kujala

AGENDA APPROVAL

Motion by Commissioner Thompson, second by Commissioner Toyooka, to approve the agenda as submitted. The motion passed unanimously.

PUBLIC HEALTH UPDATE

County Health Director Margo Lalich said she spent the weekend drafting the equity plan to submit to the State, which can be submitted before the threshold is met. She was waiting for some data to come in, as well as comments and edits from colleagues who have been intimately involved with the strategies. She will continue to work on the plan tomorrow and submit it as soon as possible. She was proud of the work that had been done and wanted to submit a good document. The Communications Team and Columbia Memorial Hospital (CMH) would be convening to do a social media blitz over the next week, focused on 70 percent. The calendar of standing events for the rest of June was just approved. Clinics will sunset for the rest of the summer. Staff is ready to scale up if needed, but were moving more towards pop-up clinics at large employers, school districts, and other locations. Staff was also putting together more community listening sessions between the school districts and health advisors from Oregon Health Authority. The clinics had minimal disruptions during the vaccination campaign. Some communities had to deal with disruption from people who did not believe in vaccines or had views about the pandemic. There is more activity during this round of vaccines, likely because Staff was reaching out to the pediatric community. She anticipated an increase in people showing up at clinics wanting to be heard or seeing what was going on. Staff has a great infrastructure and support team to make sure everyone is safe and well.

Commissioner Thompson asked if Staff believed the lotteries would be effective.

Director Lalich replied her own informal research has indicated that no one has chosen to get vaccinated because of the lottery. People were not even talking about the lottery,

1 and she believed there might be more activity on social media in response to the
2 governor's announcements.

3 Commissioner Toyooka said he was hearing from those who chose not to be vaccinated
4 or had already been vaccinated wondering why they had been excluded from the
5 lottery.

6 Director Lalich responded public health officials did not engage in that conversation.
7 Their focus is that Clatsop County has a healthy community and that everyone has
8 equitable access to vaccinations.

9 Commissioner Thompson asked if the Diversity, Equity and Inclusion (DEI) Plan
10 changed anything the department was doing.

11 Director Lalich explained the plan was a community effort and provides the opportunity
12 for the County to reflect on what has been done. Overall, the plan will not change what
13 the County has been doing. Her department has a good track record of reaching people
14 in the community.

15 **PROCLAMATION**

- 16 2. Proclaiming May 31, 2021 as Memorial Day recognizing all those who have
17 made the ultimate sacrifice to our nation (page 11)

18
19 *Motion by Commissioner Toyooka, second by Commissioner Thompson, to*
20 *approve the resolution proclaiming May 31, 2021 as Memorial Day recognizing*
21 *all those who have made the ultimate sacrifice to our nation. The motion passed*
22 *unanimously.*

23
24 Chair Kujala read the proclamation declaring May 31, 2021 as Memorial Day.
25

26 **BUSINESS FROM THE PUBLIC**

27 Paul Putkey, President of AFSME Local 2746, said his organization represented County
28 employees, ensured roads were safe, elections were held with integrity, and the court
29 system ran respectfully, that community development progresses, and they support the
30 health care needs of residents. The Union was currently bargaining their contract with
31 the County and he wanted to assure the Commissioners that their number one priority
32 was to continue providing the best possible public service to the community. As
33 essential employees, they worked through a global pandemic delivering essential
34 services for the County, which is why the organization has entered bargaining with an
35 intent to provide common sense and reasonable ideas to help the County run efficiently.
36 Bargaining has reached the final stages, but there is work left to reach a fair health care
37 solution for all County employees. He looked forward to working with County Manager
38 Bohn to structure it. The working group is equitable and is committed to looking at all
39 the options in order to support all County employees.

40 Nancy Chase, 3026 NE 22nd Ave., Portland, said she is a short-term rental owner in
41 Falcon Cove. She supports the pause on short term rentals. The current short-term
42 rental ordinance was just adopted in January 2018, so she wondered what was needed
43 other than some housekeeping. The Staff report for next week includes the concerns of

1 both sides. Many of the concerns are handled elsewhere. The onsite septic system
2 program sends Staff out to work with people, which seemed very proactive. The Oregon
3 Department of Forestry already has regulations that manage fire safety and permits.
4 Therefore, she believed the Commission needed to go through the list of concerns and
5 determine which ones were actually legitimate or really related only to short-term
6 rentals. She also believed the Commission needed to fact check how many short-term
7 rentals really existed and whether they were increasing as rapidly as people are
8 concerned about. Currently, the Commission just has allegations on both sides. The
9 facts are necessary to determine what needs to be addressed at upcoming workshops.

10 Tita Montero, 135 6th Ave. S., Seaside, said she wanted to address the draft concept
11 funding options for the money the County will be receiving from the American Rescue
12 Act. She currently worked with the Seaside City Council, helping to lead initiatives for
13 helping with the state of homelessness in Seaside. Homelessness is a problem
14 throughout the county. Her research on how the problem has been handled in other
15 counties has led her to feel that Clatsop County is behind the curve ball. She did not
16 see where the County was looking to put funding into the relief and prevention of
17 homelessness. She did not know what the NOHA development coordinator was for
18 \$450,000. She was also not sure what a navigation center was. Emergency shelters are
19 simply a Band-Aid, and do not help the homeless situation in the County. The
20 Commission needs to look at actions and programs like supportive housing. Many
21 different things lead to homelessness. She had been listening in on the Homeless
22 Leadership Consortium out of the tri-county area, and they have a lot of good things
23 going on. The Consortium knows how to get money. She knew a lot of thought had
24 gone into the draft concept, but she wanted to see how the County could put some
25 money toward homelessness. She just finished reading the 2012 plan to eradicate
26 homelessness in ten years. The plan supposes that all of the recommendations in that
27 plan would eradicate homelessness by next year. Very little has been done and she
28 found the plan to be aspirational. She did not remember that plan ever being
29 promulgated in 2012. The County did not adopt the plan. She wanted to see some of
30 the funds from the American Rescue Act go into the work and programs needed to
31 reduce homelessness in the County.

32 **CONSENT CALENDAR**

33 *Motion by Commissioner Thompson, second by Commissioner Toyooka, to adopt the*
34 *Consent Calendar. The motion passed unanimously.*

- 35 3. Resolution & Orders Setting Assessments for Diking Districts 5, 11 and 14, for
36 fiscal year 2021-2022 (page 14)
- 37 4. IGA#121-21 Oregon Dept. of Fish and Wildlife Operation of Fish Propagation
38 Facility (page 27)
- 39 5. Special Inspection, Clatsop County Jail (page 49)
- 40 6. Board of Commissioners Meeting Minutes 4-14-21 (page 63)
- 41 7. Board of Commissioners Meeting Minutes 4-28-21 (page 70)

42 **COMMISSIONER'S LIAISON REPORTS**

1 Commissioner Thompson reported that she pitched the North Coast Business Park as a
2 manufacturing facility and spoke to people at Tallwood Design Institute, adding maybe
3 businesses in north Portland were looking to expand. She spoke with Cannon Beach
4 Fire Chief Reckmann about the shortage of affordable housing for firefighters in Arch
5 Cape because he had land. She had also pitched to Tallwood that maybe they want to
6 have a test of modular mass plywood panel housing to house volunteer fire fighters in
7 Arch Cape. She was very concerned about outdoor fires in camping areas and short-
8 term rentals. She noted that because Clatsop County is less developed than in the
9 Portland area, neighbors sometimes think that the Commission is obliged to accept their
10 opinions as the voice of the entire public and to obey their input as a command. She
11 advised Commissioners to manage those expectations with balance and harmony. All
12 points of view must be respected and included. Facts must be sifted from assertion and
13 sentiment to produce good public policy. She was working on the Broadband Action
14 Team, which will be mapping the broadband needs for middle mile and building the last
15 mile to homes, businesses, hospitals, and schools.

16 Commissioner Bangs reported that she appreciated Dan Gafney's support and
17 presence at the childcare meetings. She attended the Clatsop Forestry and Wood
18 Products Economic Development Committee (CFEDC) meeting, where fires and
19 education were discussed. There were highly educated members of the community that
20 could help develop a plan for educating the public in the future about fires. CFEDC is
21 planning to give tours to the Commissioners. She reported that the Tillamook Working
22 Watershed had developed a plan and an educational group. Clatsop County Working
23 Watershed would follow in their footsteps to develop a similar outline of education and
24 outreach for the community.

25 Commissioner Toyooka reported that as the County works on the distribution of
26 American Recovery Act monies, many different circumstances and factors must be
27 considered. The County had a homeless, substance abuse, and housing issues prior to
28 COVID-19. The Commission wants to make sure they do not take Band-Aid measures
29 but look to the root of the issues to make sensible choices that will benefit the county
30 long term.

31 Commissioner Wev reported that two years ago, Community Health Advocacy and
32 Resource Team (CHART), held a summit called Place Matters. The summit took a new
33 look at the way built environments impact the way people live, early education, safety,
34 and trauma informed care. This year, Place Matters included a series of speakers. She
35 had always been concerned about inner city issues, housing exclusions, and poor
36 health conditions. She did not believe any administration has cared very much about
37 rural issues. One of the speakers was from The Harbor and spoke about the increase in
38 domestic violence during the pandemic. The County Health Department website
39 contains all of the Place Matters presentations.

40 Chair Kujala reported that the County would be entering into the moderate risk level on
41 Thursday. The warning week would not be an issue and he hoped the County could get
42 to the low risk level by next week. All of the regulations go away if the County can reach
43 65 percent.

44 **COUNTY MANAGER'S REPORT**

County Manager Bohn reported that the Union's leadership team had been providing essential services to the community. He thanked the team for their partnership with the County.

PUBLIC HEARING

8. Public hearing to annex Rancho Santa Fe Acres LLC property into Cannon Beach Rural Fire Protection District (page 77)

County Clerk Tracie Krevanko presented the Staff report on the annexation of Rancho Santa Fe Acres LLC property into the Cannon Beach Rural Fire Protection District. Staff recommended approval of the request.

Chair Kujala opened the public hearing at and confirmed the petitioner was not present to give a presentation. He called for public comment. Seeing none, he closed the public hearing.

Motion by Commissioner Thompson, second by Commissioner Wev, to approve the annexation of Rancho Santa Fe Acres LLC property into the Cannon Beach Rural Fire Protection District. The motion passed unanimously.

9. Public hearing to annex Solares property into Cannon Beach Rural Fire Protection District (page 105)

Clerk Krevanko presented the Staff report on the annexation of Solares property into Cannon Beach Rural Fire Protection District. Staff recommended approval of the request.

Commissioner Thompson said the property was never built as a family residence and had been operating as a lodge. There was a lot of consternation in the neighborhood about the operation of a short-term rental. Large groups of people come for weddings. There are shuttle busses and fireworks displays on the Fourth of July. When she saw the property had not joined the fire district, she spoke with the Fire Chief and County Clerk about it. She had asked Staff to look at the amount of support that was not provided. The property was not required to join the fire district. Homeowners who do not join a fire district are not required to pay taxes to support the district. She had confirmed with Staff that \$11,727 in property taxes would have been paid by Solares if it had joined the fire district when the building permit was issued. The fire district still would have provided services and billed the homeowner. She was glad Solares was joining. She was also glad that the rules have since changed, requiring a property to join a fire district when getting a building permit.

Chair Kujala opened the public hearing and confirmed the petitioner had not signed up to testify. He called for public comment. Seeing none, he closed the public hearing.

Motion by Commissioner Thompson, second by Commissioner Toyooka, to approve the annexation of Solares property into Cannon Beach Rural Fire Protection District. The motion passed unanimously.

BUSINESS AGENDA

1 10. Appointment to the Arts Council of Clatsop County & Amendment to the By-laws
2 (page 114)

3 Theresa Dursse, Staff liaison to the Arts Council, presented the Staff report on
4 the appointments to the Arts Council and by-laws amendments.

5 *Motion by Commissioner Thompson, second by Commissioner Bangs, to appoint Scott*
6 *Justus to the Arts Council of Clatsop County with a term expiring December 31, 2022,*
7 *and approve revisions to the by-laws dated May 2021. Motion passed unanimously.*

8 11. Fair Board Reappointments (page 129)

9 John Lewis, Fair Manager, presented the Staff report on appointments to the Fair
10 Board.

11 Commissioner Bangs said she appreciated how both of the applicants had
12 resubmitted their applications for another round. They are integral to the
13 operation of the County fair and to the fair grounds.

14 *Motion by Commissioner Bangs, second by Commissioner Toyooka, to approve the*
15 *reappointment of Mike Autio & Matt Bellingham to the Fair Board with terms expiring*
16 *December 31, 2023. Motion passed unanimously.*

17 **GOOD OF THE ORDER**

18 Commissioner Bangs noted that she appreciated the Sherriff and all of the law
19 enforcement employees. They have their hands full and she learned a lot at County
20 College.

21 **ADJOURNMENT**

22 There being no further business, the meeting adjourned to convene the executive
23 session at 6:53 P.M.

24 Approved by,
25
26

27 _____
28 Mark Kujala, Chair

**Clatsop County
Board of Commissioners
Minutes
Wednesday, June 09, 2021**

REGULAR MEETING: 6:00 PM

ROLL CALL

PRESENT

Commissioner Courtney Bangs
Commissioner John Toyooka
Commissioner Pam Wev
Vice Chair Lianne Thompson
Chair Mark Kujala

AGENDA APPROVAL

Motion made by Vice Chair Thompson, Seconded by Commissioner Bangs to approve the agenda.

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

PUBLIC HEALTH UPDATE

Margo Lalich, Public Health Director, reported that the equity plan was submitted to the State. The State asked that the plan be reformatted before they would provide comments. Commissioners received a copy of the plan earlier in the day. The County is currently in the low risk category. She also reported that roles and responsibilities were in transition, as planned. Going forward, Chris Layman will remain the Vaccine Taskforce Incident Commander. However, he will partner more with Lisa McClean, the immunization coordinator to focus on the vaccination campaign and COVID response. Vincent Aarts has transitioned to the Sheriff's Department and is no longer active on the vaccine taskforce. The remainder of the members continue in their current roles and responsibilities. The taskforce is only meeting twice a week now. Regular vaccination clinics will continue through the month of June on Tuesdays and Thursdays, but tomorrow is the last Saturday clinic. Outreach is continuing and ramping up. There will be a pop-up clinic on Wednesday in Cannon Beach. Another clinic is being planned with Clatsop Community Action (CCA) for June 30th. Last night, 30 people received their first dose. She thanked Chris Layman for his impeccable leadership, guiding the community and serving as a model for the taskforce. She thanked Vincent Aarts for his service and completing about 300 situation stat reports. The reports required consistency and accuracy and they were a lot of work. The report will no longer be published daily because so much data is available on the County website, social media, and the Oregon Health Authority (OHA) dashboards. The report will be published on Mondays, and the data included will be refined. All of the other meetings will be held every two

1 weeks instead of weekly because the Department is moving from response into
2 recovery.

3 Commissioner Bangs asked if there was any information on a booster. Director Lalich
4 replied no, active and passive surveillance of antibodies is still being done to determine
5 the efficacy of the vaccines. It would be late summer or early fall before the efficacy
6 could be determined. She recommended that the County continue with the status quo
7 through the fall and into the winter. Now that people are vaccinated, no one knows what
8 the winter will be like.

9 Commissioner Bangs asked if the vaccine was 100 percent available to anyone who
10 wants it at any point in time. Director Lalich stated the County had plenty of all three
11 vaccines available. However, not every location has all three vaccines due to storage or
12 the populations being served. Individuals can get vaccinated in their primary care
13 facilities, at hospitals, and at pharmacies. OHA sends a weekly report of all of the
14 registered vaccine providers and how much vaccine they are receiving and ordering.

15 Commissioner Wev asked if people could get vaccines in their homes. Director Lalich
16 said yes, the Department was doing targeted outreach to the home-bound population.
17 Sunset Empire Transportation is providing door-to-door service and coordinating
18 through the communications center so that people with transportation barriers can
19 receive vaccines in batches. The Department needs to be prudent with its resources
20 and when a vial of vaccine is opened, all of the doses need to be administered before
21 they are no longer usable.

22 Commissioner Wev asked if Director Lalich was aware of the extensive outreach being
23 done to the Hispanic population as the number of vaccinations within the Hispanic
24 community was lower. Director Lalich stated she was very aware. Every week,
25 Columbia Pacific Coordinated Care Organization (CCO) sends a vaccine update. The
26 report includes behavioral health, mental health, disabilities, homebound, ethnicity, and
27 race. About two months ago, the Department gave CCO access to its scheduling
28 system, so they can assign staff to do vaccine outreach and transportation coordination
29 instead of going through the County.

30 Commissioner Wev said the CCO had reported that text messaging was the most
31 effective way to reach their clients. Director Lalich explained that public health entities
32 had been communicating by text message for a while.

33 Chair Kujala stated the Equity Plan included this outreach. He appreciated that the plan
34 was a focus and priority for Director Lalich. He also appreciated the outreach efforts of
35 the Health Department. Chris Layman is a tremendous leader, very detail oriented, and
36 smart. Vincent Aarts has been involved since the pandemic started and has done so
37 much more than just putting out the reports.

38 **BUSINESS FROM THE PUBLIC**

39 William Gaylord, 80296 Pacific Rd., Arch Cape, said he lived three blocks north of Asbury
40 Creek Bridge. He just learned about the bridge project that morning. The bridge has been
41 closed to vehicle traffic since the late 1990s due to a structural engineering problem.
42 However, the bridge still supports pedestrians and bicycles. The County had four options
43 to consider, but he recommended that the bridge be replaced with a pedestrian/bicycle

bridge and not a vehicle bridge. If the County cannot do that, the bridge should be left as is. He did not want or need a vehicle bridge. There have been no emergencies calling for vehicles to cross the bridge and every location in Arch Cape is easily accessible by other roads. The bridge is a vital connection for pedestrian traffic in Arch Cape and it is the only connection from the north to the south sections of the village. Highway 101 is a lousy pedestrian solution because the steep drop-off is very precarious and narrow. For half of the year, the beach is not an accessible connection between the north and south. Arch Cape Creek is dangerous to cross in the winter when it floods. The bridge is used by people who walk every day of the year with their dogs and kids when they cannot be on the beach. The bridge is essential to the community.

Pat O'Grady, 90455 Peter Johnson Road, Astoria, said most of the people working at the Public Works facility would like it to stay there. Relocating the facility is not in the best interest of the public because the County will not be able to take care of a disaster if there are any major road or bridge repairs. The millions of dollars the County has saved since 2016 on Public Works should go back to the taxpayers. He asked why the County was maintaining Youngs River Falls Park, which is owned by the City of Astoria.

CONSENT CALENDAR

Motion made by Vice Chair Thompson, Seconded by Commissioner Bangs to adopt the Consent Calendar as presented.

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

1. Board of Commissioners Meeting Minutes 5-12-21 {Page 25}
2. Oregon Department of Fish & Wildlife Facility Grant Intergovernmental Agreement {Page 28}
3. Award of HMA Paving Contract to Bayview Asphalt Inc. {Page 68}
4. Construction Contract for Westport Boat Ramp Construction {Page 83}
5. CARES Funding Authorization – Grant Agreement 2604 {Page 155}
6. Cancellation of Delinquent Personal Property Taxes Pursuant to ORS 311.790 {Page 181}
7. Approve the 2020-21 Budget and Appropriation Adjustments {Page 186}
8. FY20 State Homeland Security Grant – County Fuel Plan {Page 190}
9. Set a Hearing Date for the vacation and relocation of portions of the southerly end of Fern Hill Road, located in the Southeast Quarter of Section 24, Township 8 North, Range 9 West, Willamette Meridian {Page 211}
10. 2021 Clatsop Behavioral Healthcare Provider Agreement {Page 224}

COMMISSIONER'S LIAISON REPORTS

Vice Chair Thompson reported that she was concerned about pedestrian safety on Highway 101 so she contacted Nan Devlin, who has been working with Oregon Department of Transportation (ODOT), State Parks, Verizon and other partners to get

1 Short Sands on the ODOT Trip Check. She had asked Ms. Devlin to expand her area of
2 concern all the way north because Hug Point and Arcadia Beach State Parks also
3 presented extremely hazardous situations. She reported that Bill Gaylord from Arch
4 Cape gave a good geography lesson, which she appreciated because she was not
5 familiar with the neighborhood. The Fire Chief and Fire Board members in the area
6 have indicated that a pedestrian and bike access route was preferable to anything else.
7 She thanked community members, Staff, the healthcare community, and volunteers
8 who had been working on COVID. She was grateful to those who were able to step up
9 to safely address community needs. She encouraged people to get a vaccine. She had
10 heard concerns about the vaccine and she urged people to do what they could to keep
11 the community safe.

12 Chair Kujala reported that the Staff at Public Health had done a great job. About 300
13 volunteers have worked the clinics and answered phones. He thanked everyone for
14 their hard work and diligence over the last year.

15 Commissioner Wev thanked those who attended the Northwest Oregon Housing
16 Authority (NOHA) presentation. She offered to answer questions and provide more
17 information. She reported that she served on the Clackamas County Advisory Board of
18 the CCO, but was confused about what the board did because the members were
19 primarily employees of the CCO. It appeared that CCO was doing a good job of
20 connecting with County Staff, but she wanted this topic added to a meeting agenda for
21 discussion. She wanted to know who was on the regional CCO board. She also asked
22 to recommend ways for the Commissioners to get more involved with the board.

23 Vice Chair Thompson noted that she was concerned about the Commission not being
24 represented on the regional CCO board.

25 County Manager Bohn responded that he would invite a CCO member to attend a work
26 session.

27 Commissioner Wev reported that she and Commissioner Bangs met with the two new
28 members of the extension service, the new small farms agent and the new fire expert.
29 The Commissioners learned about the extension's programs and projects. She
30 recommended the extension office be invited to provide periodic reports to the
31 Commission.

32 Commissioner Toyooka reported he appreciated that the NOHA presentation began
33 with the mission statement, "Everything is a step towards self-sufficiency." NOHA is
34 emphasizing hand up and not hand out, which is a way of solving problems instead of
35 enabling problems. He reported that constituents had been sharing comments with him
36 about the American Rescue Act funding. The Commission needs to review and evaluate
37 those monies, the allocation of funds, and the programs being considered for funding.
38 The programs should have verifiable results, not just feel good results. He reported that
39 some parents at a park had expressed frustration with the Needle Exchange Program in
40 the county. The park was littered with needles. The parents were frustrated that the
41 needles had not been turned in and that they had to pick them up. He questioned
42 whether the program was effective or was just enabling bad behaviors.

1 Commissioner Bangs reported that she had the same experience when taking her
2 children to the parks in Astoria. Parents must have conversations with their children
3 about what not to pick up at the park. She would love for the Commission to discuss the
4 issue. She also reported that she had a robust conversation about child care with Chair
5 Kujala. She believed they were laying wonderful ground work for the future and was
6 glad that County Council supported their efforts. She had developed more partnerships
7 and would continue to work on the child care situation in the county. She attended a Soil
8 and Water Conservation meeting, a Fair Board meeting, and a Board of Forestry
9 meeting. She was glad to see that Karla Chambers, who owns Stahlbush Island Farm in
10 Corvallis, is on the Board of Forestry. She had interned under Ms. Chambers and was
11 glad to see women rising. She reported that she and Commissioner Wev had a
12 wonderful conversation with the new extension employees about small farms and value
13 added processing.

14 Chair Kujala reported that he was optimistic about the Child Care Taskforce. The right
15 people are engaged and as their plan is developed over the next few months, he was
16 positive they would find solutions. He believed the extension office would love the
17 opportunity to present at a work session and recommended the presentation include the
18 maritime industry as well. The waterfront is a big economic driver for the County.

19 Vice Chair Thompson reported that the Oregon Community Foundation formed a
20 committee to allocate scholarship money for students in Clatsop County. They reviewed
21 21 scholarships, but she wanted more money to reward students. She did not know
22 where that fit in the work plan, but she wanted to add an addendum to the Strategic
23 Plan to include increasing scholarships for local students.

24 Chair Kujala added that the Oregon Community Foundation was also involved in child
25 care.

26 Commissioner Wev requested a status report on the child care efforts and a position
27 paper on the child care issues. She also wanted to discuss where the infrastructure
28 money would be going.

29 Chair Kujala explained that after a few more meetings, there would be something to
30 present.

31 Commissioner Bangs confirmed that the meetings were not currently being recorded.

32 Chair Kujala added that they had been trying to get the right people in the room and the
33 group was a steering committee at this point. They would have a meeting at the end of
34 July with the stakeholders. He believed the July meeting would be the appropriate time
35 to give a report.

36 **COUNTY MANAGER'S REPORT**

37 County Manager Bohn congratulated all of the local high school graduates. He thanked
38 Staff for working so diligently on the budget. He reported that Staff had been contacting
39 Cities, non-profits, and other organizations to discuss the concept funding plan for the
40 American Rescue Act funding. Staff would share details with the Commission in July.

41 **PUBLIC HEARINGS**

1 11. Public Hearing and Adoption of the Fiscal Year 2021-2022 County Budget {Page
2 252}

3 Assistant County Manager Monica Steele presented the Staff report on the
4 proposed budget for FY2021-2022 and recommended adoption.

5 Commissioner Bangs stated that during the Budget Committee meeting, she was
6 concerned about funds allocated to the County Manager's budget without a clear
7 plan for use of the funds. Those funds were not requested by Staff and she felt it
8 was uncharacteristic to address topics in the Strategic Plan. When a need
9 appears in the county, a process or plan is identified to solve the need. Once the
10 process is identified, Staff requests contingency funds from the Board. These
11 steps allow the Commission to protect Staff from scrutiny about spending
12 taxpayer dollars while providing consistent oversight. The Commission is
13 ultimately accountable. The process felt incomplete and in order for her to feel
14 comfortable about the allocation, she had a motion that she wanted to make.

15 Chair Kujala explained that the Commission needed to hold a public hearing first,
16 and then have discussion. He opened the public hearing and called for public
17 comments.

18 Linda Brim was called to speak but did not appear to be present.

19 Chair Kujala closed the public hearing and called for Commission discussion.

20 *Motion made by Commissioner Bangs, Seconded by Commissioner Wev to*
21 *require Board approval of the Enhanced Communication Support Plan prior to*
22 *expending \$150,000 budgeted into the County Manager's Office.*

23 *Voting Yea: Commissioner Bangs, Commissioner Toyooka, Commissioner Wev,*
24 *Vice Chair Thompson, Chair Kujala.*

25 *Motion made by Commissioner Bangs, Seconded by Vice Chair Thompson to*
26 *approve the resolution adopting the Budget for 2021-22 by organizational unit,*
27 *imposing taxes, categorizing taxes, levying for bonded debt, and making*
28 *appropriations for Clatsop County as approved by the Budget Committee with*
29 *Board requests as well as the staff recommended changes.*

30 *Voting Yea: Commissioner Bangs, Commissioner Toyooka, Commissioner Wev,*
31 *Vice Chair Thompson, Chair Kujala.*
32

33 12. Public Hearing and Adoption of Fiscal Year 2021-22 Budget for Clatsop County
34 Road District Number 1 {Page 260}

35 Assistant County Manager Monica Steele presented the Staff report on the
36 proposed Road District Number 1 budget for FY2021-2022 and recommended
37 adoption.

38 Chair Kujala opened the public hearing and called for public comments. Seeing
39 none, he closed the public hearing and called for Commission discussion.

40 Commissioner Bangs stated all of the Commissioners received an email from
41 Ben Bartlett. She talked with County Manager Bohn about how to make next
42 year's budget process easier to understand.

County Manager Bohn explained that the budget process is complicated and the role of the Budget Committee can be confusing. He believed there was an opportunity for Staff to spend time with the Committee members going over roles and responsibilities and nuances of the budget process. Staff would create an orientation for the Committee members so they feel supported.

Motion made by Vice Chair Thompson, Seconded by Commissioner Toyooka to approve the resolution adopting the Budget for 2021-22 by organizational unit, imposing taxes, categorizing taxes and making appropriations for Clatsop County Road District Number 1 as approved by the Budget Committee or as revised by the Board.

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

13. Public Hearing and Adoption of Fiscal Year 2021-22 Budget for Clatsop County 4-H & Extension Special District {Page 265}

Assistant County Manager Monica Steele presented the Staff report on the proposed 4-H & Extension Special District budget for FY2021-2022 and recommended adoption.

Chair Kujala opened the public hearing and called for public comments. Seeing none, he closed the public hearing and called for Commission discussion.

Motion made by Vice Chair Thompson, Seconded by Commissioner Bangs to approve the resolution adopting the Budget for 2021-22 by organizational unit, imposing taxes, categorizing taxes and making appropriations for Clatsop County 4-H & Extension Special Service District Budget as approved by the Budget Committee with staff recommended changes.

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

14. Public Hearing and Adoption of Fiscal Year 2021-22 Budget for Clatsop County Rural Law Enforcement District {Page 268}

Assistant County Manager Monica Steele presented the Staff report on the proposed Rural Law Enforcement District budget for FY2021-2022 and recommended adoption.

Chair Kujala opened the public hearing and called for public comments. Seeing none, he closed the public hearing and called for Commission discussion.

Vice Chair Thompson stated she was concerned about the adequacy of the funding. The need grows due to the impact on timber revenues from the Habitat Conservation Plan and other constraints on revenue. She wanted the Commission to consider ways to enhance the funding for Rural Law Enforcement.

Commissioner Bangs said she agreed that law enforcement needed more funding. The county is large, but has very few deputies. It would be nice to support law enforcement staff better in the future.

Commissioner Wev believed the pandemic showed the extent to which the rural communities were isolated. Domestic violence has increased significantly in rural areas and is difficult to identify when school is not in session. The sheriff's deputies are expected to provide a great level of service. Homelessness issues are increasing as they relocate to the forests, creating public health and fire issues. There was not a lot of federal funding coming in to the County for public services, so this issue needs to be addressed. The rural population is growing faster than the urban population, so the need for law enforcement coverage will escalate.

Commissioner Toyooka said he and Commissioner Bangs went to County College to look at the statutes that the rural sheriff's departments have to uphold. Clatsop County will be severely underbudgeted if the Commission does not review all of the duties and responsibilities of a rural sheriff and take proactive steps for the future.

Motion made by Commissioner Toyooka, Seconded by Vice Chair Thompson to approve the resolution adopting the Budget for 2021-22 by organizational unit, imposing taxes, categorizing taxes and making appropriations for Clatsop County Rural Law Enforcement District as approved by the Budget Committee or as revised by the Board.

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

15. Public Hearing and Adoption of Fiscal Year 2021-22 Budget for Westport Sewer Service District {Page 272}

Assistant County Manager Monica Steele presented the Staff report on the proposed Westport Sewer Service District budget for FY2021-2022 and recommended adoption.

Chair Kujala opened the public hearing and called for public comments. Seeing none, he closed the public hearing and called for Commission discussion.

Motion made by Vice Chair Thompson, Seconded by Commissioner Toyooka to approve the resolution adopting the Budget for 2021-22 by organizational unit and making appropriations for Westport Sewer Service District as approved by the Budget Committee or as revised by the Board.

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

BUSINESS AGENDA

16. FY 2021/22 Community Development Work Plan {Page 277}

1 Community Development Director Henrikson presented the Staff report on the
2 FY2021/2022 Community Development Work Plan. She noted that the plan had
3 been updated as directed by Commissioner Toyooka at the May work session.

4 Commissioner Wev said the plan was well-written and well-formatted. She
5 especially appreciated the inclusion of identifying partners.

6 *Motion made by Commissioner Wev, Seconded by Vice Chair Thompson to*
7 *approve the Fiscal Year 2021-22 Community Development Work Plan, including*
8 *the Land Use Planning Work Plan.*

9 *Voting Yea: Commissioner Bangs, Commissioner Toyooka, Commissioner Wev,*
10 *Vice Chair Thompson, Chair Kujala*
11

12 **GOOD OF THE ORDER – None.**

13 **ADJOURNMENT**

14 There being no further business, the meeting was adjourned at 7:00 pm.
15

16 Approved by,
17
18

19 _____
20 Mark Kujala, Chair

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 14, 2021

Agenda Title: Hearing for vacation and relocation of a portion of Fern Hill County Road

Category: Public Hearing

Presented By: Vance Swenson, County Surveyor, Public Works Department

Issue Before the Commission: Conduct a Public Hearing, approve the road vacation and authorize the Chair to sign the Resolution and Order vacating portions of Fern Hill County Road and sign the acceptance of dedications of portions of new Fern Hill County Road right-of-way.

Informational Summary: On April 14, 2021 the Board of Commissioners accepted a petition and ordered a Road Master's Report for the vacation and relocation of a portion of Fern Hill County Road No. 131. On June 9, 2021, the County Engineer presented the Road Master's Report to the Board of Commissioners, who then set the public hearing date for July 14, 2021. The County has notified the abutting property owners and advertised as required by law. This Public Hearing is the final step in the road vacation and relocation process. After the Public Hearing, the board will make a decision to approve or deny the vacation and relocation.

Fiscal Impact: Petitioners have paid the road vacation fee of \$5,786 to cover all expenses of the vacation. In addition, the petitioners have paid for the expense of surveying and marking the new right-of-way location and preparing the legal descriptions for the vacation and dedication.

Requested Action:

"I move to approve the Resolution and Order vacating portions of Fern Hill County Road Number 131 and authorize the Board Chair to sign the Resolution and Order and the acceptance of the dedication deeds."

Attachment List

- A. Road Master's Report
- B. Resolution and Order to approve the Road Vacation
- C. Two dedication deeds

ROADMASTER'S REPORT

To: Vance Swenson, County Surveyor

From: Dean Keranen, PE, County Engineer

Date: May 25th, 2021

Re: Vacation and relocation of portions of Fern Hill County Road Number 131, in the Southeast Quarter of Section 24, Township 8 North, Range 9 West, Willamette Meridian.

The Board of Commissioners has been petitioned by Phillip Papworth and Phuong Van Horn to vacate and relocate a portion of portion of Fernhill Road. The proposed vacation location is near the end of Fernhill Road. Maps are attached showing the area requesting vacation and relocation.

Philip Papworth converted a farm structure into a residence without the recommended survey of his property. Subsequent to his renovation, his surveyor located this residence within the right-of-way of Fern Hill County Road No. 131. Papworth and Van Horn, the neighbor to the North across the road, have petitioned the county to move the right-of-way Northerly and Easterly to accommodate a 30-foot setback from the southerly right-of-way line to the new residence.

The portion of the right of way to be vacated and relocated is not physically built, there is a farm structure that was converted to a residence within the right of way and the roadway does not serve any additional properties beyond this location.

The Clatsop County Community Development Director did not have any objections to the proposed vacation.

According to our records, the property owner abutting the portion of plat to be vacated have all signed the vacation petition and are as follows:

Phuong X Van Horn, Trustee
Phuong X Van Horn Revocable Living Trust
92482 Fern Hill Road
Astoria, OR 97103

Philip T Papworth
89932 Manion Drive
Warrenton, OR 97146

The utilities and agencies on our notification check list have either responded with no objection or have not responded and therefore it is assumed that they have no interest to the current right-of-way to be vacated.

Therefore, as the County Engineer of Clatsop County, I believe that it is in the public interest to vacate and relocate a portion of portion of Fernhill Road as described in this

document.

Vacation Legal Descriptions

CLATSOP COUNTY VACATES TO PHIL PAPWORTH & APPENDED TO INSTRUMENT # 201803938 CLATSOP COUNTY DEED RECORDS; AREA "B" THE SAME BEING A PORTION OF COUNTY ROAD # 131 DESCRIBED IN FIELD NOTES DATED 1910 CLATSOP COUNTY ROAD RECORDS AND SITUATED SOUTHWEST OF THE CURRENTLY TRAVELED TERMINUS OF COUNTY ROAD # 131, FERNHILL ROAD.

SITUATED IN THE SE 1/4, SECTION 24, T8N, R9W, W.M., CLATSOP COUNTY, OREGON

SUBJECT AREA "B" FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT 3 1/4" ALUMINUM CAP STAMPED "CLATSOP COUNTY SURVEYOR", MONUMENTING THE EAST 1/4 CORNER OF SECTION 24, T8N, R9W, W.M. CLATSOP COUNTY OREGON, THENCE NORTH 89 DEGREES 30 MINUTES 25 SECONDS WEST, A DISTANCE OF 1454.73 FEET TO A 1/2" IRON BOLT SITUATED ON THE APPARENT CENTERLINE OF "FERNHILL" ROAD; THENCE SOUTH 17 DEGREES 02 MINUTES 04 SECONDS WEST, A DISTANCE OF 826.94 FEET TO A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001", SITUATED ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD #131, THE SAME BEING A POINT ON THE NORTH BOUNDARY OF PARCEL NO. 1, INSTRUMENT # 201803938 CLATSOP COUNTY DEED RECORDS, THENCE SOUTH 87 DEGREES 04 MINUTES 03 SECONDS WEST A DISTANCE OF 250.91 FEET TO A POINT ON THE CENTERLINE OF COUNTY ROAD NO. 131; THENCE SOUTH 02 DEGREES 09 MINUTES 39 SECONDS WEST A DISTANCE OF 30.12 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 131 MONUMENTED BY A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001"; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST 30.00 FEET TO THE APPROXIMATE ORDINARY HIGH WATER LINE OF THE JOHN DAY RIVER AND THE "TRUE POINT OF BEGINNING" OF THE SUBJECT VACATION; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST, A DISTANCE OF 223.58 FEET TO A POINT OF CURVATURE MONUMENTED BY A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001"; THENCE 90.87 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 34 DEGREES 42 MINUTES 30 SECONDS, CHORD BEARS NORTH 69 DEGREES 42 MINUTES 48 SECONDS EAST A CHORD DISTANCE OF 89.48 FEET TO A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001"; THENCE LEAVING THE CURVE AND PROCEEDING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 131, SOUTH 29 DEGREES 25 MINUTES 15 SECONDS WEST A DISTANCE OF 93.10 FEET TO AN ANGLE POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD # 131; THENCE NORTH 82 DEGREES 44 MINUTES 45 SECONDS WEST A DISTANCE OF 263.80 FEET TO THE APPROXIMATE ORDINARY HIGH WATER LINE; THENCE NORTH 02 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 5.33 FEET TO THE "TRUE POINT OF BEGINNING".

THIS DESCRIPTION IS BASED UPON A SURVEY TO BE RECORDED AS CS #B-13914.

THE SUBJECT "AREA "B" INCLUDES 8794 SQUARE FEET. THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED UPON A SURVEY DATED APRIL 5, 1976 RECORDED AS CCSR MAP CS C-5934.

CLATSOP COUNTY VACATES TO PHUONG VAN HORN REVOCABLE LIVING TRUST; AREA "C" THE SAME BEING A PORTION OF COUNTY ROAD NO. 131 TO BE APPENDED TO INSTRUMENT # 201201738 CLATSOP COUNTY DEED RECORDS AND SITUATED WEST OF THE CURRENTLY TRAVELED TERMINUS OF COUNTY ROAD # 131, FERNHILL ROAD.

SITUATED IN THE SE 1/4, SECTION 24, T8N, R9W, W.M., CLATSOP COUNTY, OREGON

SUBJECT AREA "C" FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT 3 1/4" ALUMINUM CAP STAMPED "CLATSOP COUNTY SURVEYOR", MONUMENTING THE EAST 1/4 CORNER OF SECTION 24, T8N, R9W, W.M. CLATSOP COUNTY OREGON, THENCE NORTH 89 DEGREES 30 MINUTES 25 SECONDS WEST, A DISTANCE OF 1454.73 FEET TO A 1/2" IRON BOLT SITUATED ON THE APPARENT CENTERLINE OF "FERNHILL" ROAD; THENCE SOUTH 06 DEGREES 34 MINUTES 55 SECONDS WEST, A DISTANCE OF 672.91 FEET TO A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001", SITUATED ON THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD #131 AND THE "TRUE POINT OF BEGINNING OF THE SUBJECT AREA "C"; THENCE SOUTH 03 DEGREES 49 MINUTES 42 SECONDS WEST A DISTANCE OF 4.20 FEET TO A POINT OF CURVATURE MONUMENTED BY A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001"; THENCE 86.93 FEET ALONG THE ARC OF A 90.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 55 DEGREES 20 MINUTES 29 SECONDS, CHORD BEARS SOUTH 31 DEGREES 29 MINUTES 57 SECONDS WEST A CHORD DISTANCE OF 83.59 FEET TO A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001"; THENCE LEAVING THE CURVE AND PROCEEDING ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 131, NORTH 29 DEGREES 25 MINUTES 15 SECONDS EAST A DISTANCE OF 38.66 FEET TO AN ANGLE POINT ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD # 131; THENCE NORTH 32 DEGREES 11 MINUTES 15 SECONDS EAST A DISTANCE OF 44.29 FEET TO AN ANGLE POINT ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 131; THENCE NORTH 17 DEGREES 39 MINUTES 15 SECONDS EAST A DISTANCE OF 4.52 FEET TO THE "TRUE POINT OF BEGINNING".

THIS DESCRIPTION IS BASED ON A SURVEY TO BE RECORDED AS CS # B-13914.

THE SUBJECT AREA "C" INCLUDES 660 SQUARE FEET. THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED UPON A SURVEY DATED APRIL 5, 1976 RECORDED AS CCSR MAP CS C-5934.

Dedication Legal Descriptions

PHIL PAPWORTH DEDICATES TO CLATSOP COUNTY; AREA "D" THE SAME BEING A PORTION OF INSTRUMENT # 201803938 CLATSOP COUNTY DEED RECORDS, TO BE APPENDED TO COUNTY ROAD # 131 DESCRIBED IN FIELD NOTES DATED 1910 CLATSOP COUNTY ROAD RECORDS AND SITUATED EAST OF THE CURRENTLY TRAVELED TERMINUS OF COUNTY ROAD # 131, FERNHILL ROAD.

SITUATED IN THE SE 1/4, SECTION 24, T8N, R9W, W.M., CLATSOP COUNTY, OREGON

SUBJECT AREA "D" FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT 3 1/4" ALUMINUM CAP STAMPED "CLATSOP COUNTY SURVEYOR", MONUMENTING THE EAST 1/4 CORNER OF SECTION 24, T8N, R9W, W.M. CLATSOP COUNTY OREGON, THENCE NORTH 89 DEGREES 30 MINUTES 25 SECONDS WEST, A DISTANCE OF 1454.73 FEET TO A 1/2" IRON BOLT SITUATED ON THE APPARENT CENTERLINE OF "FERNHILL" ROAD; THENCE SOUTH 06 DEGREES 34 MINUTES 55 SECONDS WEST, A DISTANCE OF 672.91 FEET TO A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001", SITUATED ON THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD #131, THENCE SOUTH 79 DEGREES 14 MINUTES 55 SECONDS EAST A DISTANCE OF 30.22 FEET TO A POINT ON THE CENTERLINE OF COUNTY ROAD NO. 131; THENCE SOUTH 78 DEGREES 59 MINUTES 53 SECONDS EAST A DISTANCE OF 30.20 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 131 MONUMENTED BY A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001" AND THE "TRUE POINT OF BEGINNING" OF THE SUBJECT DEDICATION AND A POINT OF CURVATURE SITUATED ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 131; THENCE 123.84 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE

TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 47 DEGREES 18 MINUTES 14 SECONDS, CHORD BEARS SOUTH 28 DEGREES 42 MINUTES 26 SECONDS WEST A CHORD DISTANCE OF 120.35 FEET TO A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001"; THENCE LEAVING THE CURVE AND PROCEEDING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 131, NORTH 29 DEGREES 25 MINUTES 15 SECONDS EAST A DISTANCE OF 51.74 FEET TO AN ANGLE POINT ON THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD # 131; THENCE NORTH 32 DEGREES 11 MINUTES 15 SECONDS EAST A DISTANCE OF 49.90 FEET TO AN ANGLE POINT ON THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 131; THENCE NORTH 17 DEGREES 39 MINUTES 15 SECONDS EAST A DISTANCE OF 19.16 FEET TO THE "TRUE POINT OF BEGINNING".

THIS DESCRIPTION IS BASED ON A SURVEY TO BE RECORDED AS CS # B-13914.

THE SUBJECT AREA "D" INCLUDES 861 SQUARE FEET. THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED UPON A SURVEY DATED APRIL 5, 1976 RECORDED AS CCSR MAP CS C-5934.

PHUONG VAN HORN REVOCABLE LIVING TRUST DEDICATES TO CLATSOP COUNTY; AREA "A" THE SAME BEING A PORTION OF THAT PROPERTY DESCRIBED IN INSTRUMENT # 201201738 CLATSOP COUNTY DEED RECORDS AND SITUATED NORTHWEST OF FERNHILL ROAD.

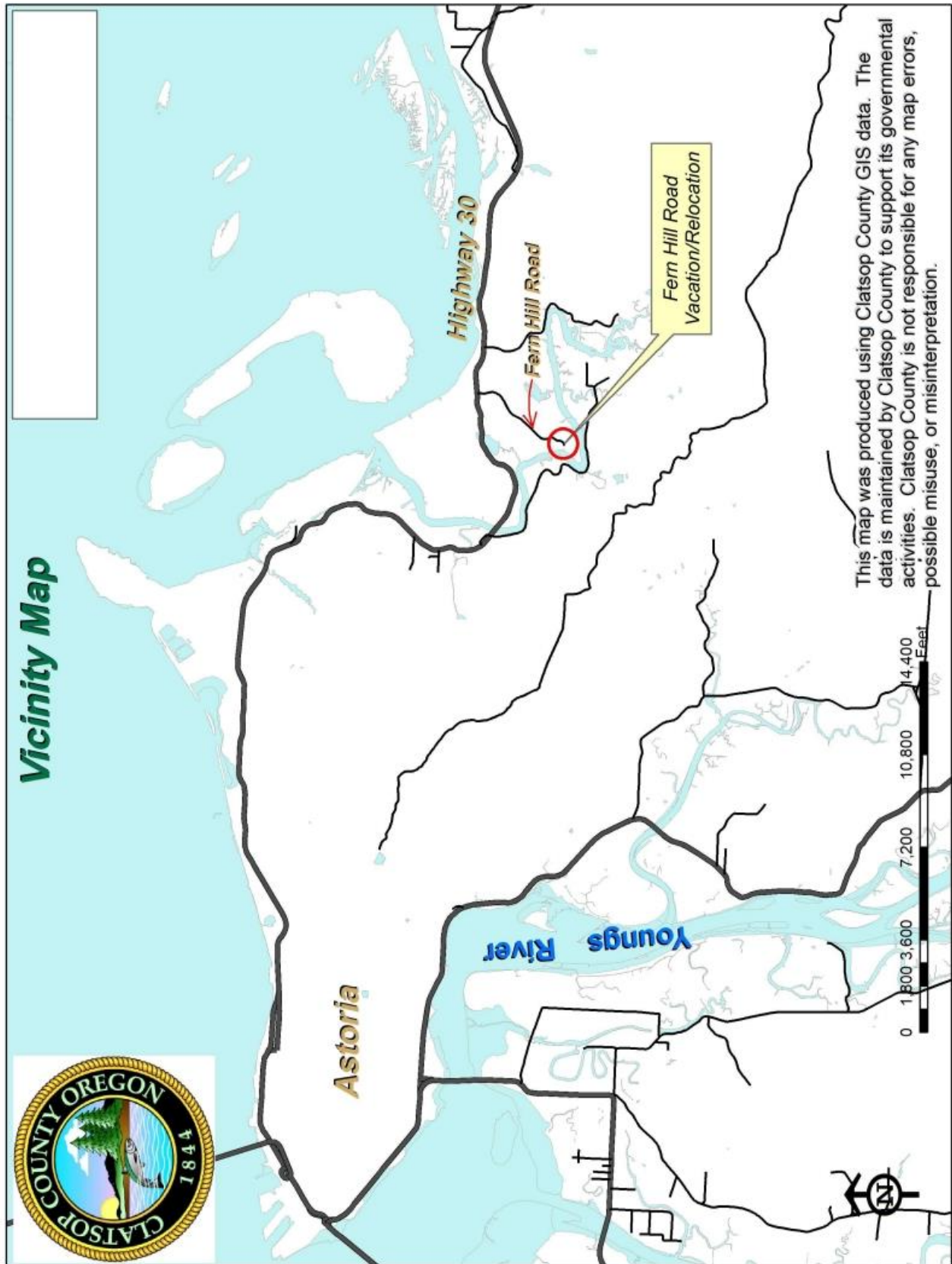
SITUATED IN THE SE 1/4, SECTION 24, T8N, R9W, W.M., CLATSOP COUNTY, OREGON

SUBJECT AREA "A" FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT 3 1/4" ALUMINUM CAP STAMPED "CLATSOP COUNTY SURVEYOR", MONUMENTING THE EAST 1/4 CORNER OF SECTION 24, T8N, R9W, W.M. CLATSOP COUNTY OREGON, THENCE NORTH 89 DEGREES 30 MINUTES 25 SECONDS WEST, A DISTANCE OF 1454.73 FEET TO A 1/2" IRON BOLT SITUATED ON THE APPARENT CENTERLINE OF "FERNHILL" ROAD; THENCE SOUTH 17 DEGREES 02 MINUTES 04 SECONDS WEST, A DISTANCE OF 826.94 FEET TO A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001", ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD #131, THE SAME BEING A POINT ON THE SOUTH BOUNDARY OF INSTRUMENT # 201201738 CLATSOP COUNTY DEED RECORDS, AND THE "TRUE POINT OF BEGINNING" OF THE SUBJECT DEDICATION; THENCE NORTH 82 DEGREES 44 MINUTES 45 SECONDS WEST, A DISTANCE OF 169.63 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD # 131, MONUMENTED BY A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001"; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST, A DISTANCE OF 248.24 FEET TO A POINT OF CURVATURE MONUMENTED BY A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001"; THENCE 43.82 FEET ALONG THE ARC OF A 90.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27 DEGREES 53 MINUTES 59 SECONDS, CHORD BEARS NORTH 73 DEGREES 07 MINUTES 07 SECONDS EAST, A CHORD DISTANCE OF 43.39 FEET; THENCE SOUTH 29 DEGREES 25 MINUTES 15 SECONDS WEST, A DISTANCE OF 66.56 FEET TO A POINT; THENCE NORTH 82 DEGREES 44 MINUTES 45 SECONDS WEST A DISTANCE OF 89.18 FEET TO THE "TRUE POINT OF BEGINNING".

THIS DESCRIPTION IS BASED ON A SURVEY TO BE RECORDED AS CS # B-13914.

THE SUBJECT "AREA A" INCLUDES 6601 SQUARE FEET. THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED UPON A SURVEY DATED APRIL 5, 1976 RECORDED AS CCSR MAP C-5934.



Papworth Van Horn Vacation/Relocation

Policy for Road Vacations

Per Clatsop County Commissioners Journal Entry # 2000030016

I. Authority:

Road vacation proceedings will be conducted according to ORS 368.326 to 368.426 and the following guidelines and procedures.

II. Guidelines:

The following issues will be considered when determining if it is likely that the roadway will be necessary for current or future development:

A. Whether or not a roadway is currently constructed on right of way to be vacated.

There is no roadway constructed within this right of way.

B. Whether the proposed vacation would be contrary to general public benefit. A public right-of-way, for a road or other use, is a public trust and should be considered as such prior to any recommendation for approval of its vacation. The fact that abutting property owners are in agreement for a proposed vacation does not necessarily mean that the vacation should be granted.

There is a public benefit in keeping this right of way as it provides access to the John Day River and previously led to a bridge that connected to John Day River Road. The relocation will continue to provide the river access and could be used again in the future to connect to John Day River Road.

C. Whether the roadway has been opened for use in past years and should be vacated if probable or possible future area development could result in opening the roadway for use.

Historically this roadway was open and connected to John Day River road. The relocation combined with the vacation will allow the potential for future opening of the roadway.

D. What the economic feasibility of constructing a road over the existing terrain would be.

The terrain is fairly flat at the location of the vacation and would not preclude the construction of a roadway. The proposed relocation is similar terrain to that of the existing right of way.

E. Whether the existing right of way has been replaced or superseded by a nearby road relocation or if there is planned road relocation.

The proposal is for a relocation along with the vacation.

F. Whether the road to be vacated is strictly rural and is not close to an area that is developing or has potential to develop. If the road is within the Urban Growth Boundary of any City, that the City also approves of the vacation.

The area is strictly rural.

G. Whether the physical relationship of the right of way to other public or county roads lends itself to the development of abutting properties into adequately sized lots or parcels.

The location of the existing right of way will be very similar to the proposed relocation. The property adjacent to the vacation/relocation is zoned AF with a the minimum lot size

of 80 acres which would not lend itself to further division.

H. Whether the vacation of the roadway would deny access to any property owner.

The vacation and relocation would not deny access to any property owner as the petitioners are at the end of the roadway. The proposal would preserve the ability to provide access to the John Day River.

I. Whether there are any special considerations pertinent to this road vacation.

There are no special considerations pertinent to this road vacation other than the fact that there will be dedications to relocate the right of way rather than just vacate it.

III. Procedures:

In addition to those requirements of ORS 368.326 – ORS 368.426, the road vacation process will include the following:

- A. The County Assessor, County Surveyor and Planning Department will be contacted regarding the vacation.
- B. All Utilities and Emergency Services will be noticed of the vacation.
- C. The petitioner may be required to exchange right of way within their property, if needed for a new alignment.
- D. If the street or roadway to be vacated is in a subdivision, vacating the adjacent lots should also be considered in the vacation process.
- E. Vacation will be examined for compliance with the Coastal Shore Lands Goal. All road vacations must comply with coastal Shore Lands Goal, also known as Goal 17.
- F. An on-site investigation will be conducted.
- G. Under certain circumstances there may be charges in addition to the vacation fee to reflect post vacation property values.

Reviewed and answered by Dean Keranen, County Engineer
May 25, 2021

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

In the Matter of the Vacation of Portions)	Findings of Fact, Conclusions
Of Fern Hill County Road No. 131)	and Order
in Section 24, T8N, R9W)	

This matter came for public hearing before the Board of County Commissioners for Clatsop County sitting in regular session for the transaction of business on July 14, 2021.

The Board finds and determines from the evidence the following:

FINDINGS OF FACT

1. Portions of Fern Hill County Road No. 131 are proposed to be vacated described as follows:

CLATSOP COUNTY VACATES TO PHILIP PAPWORTH & APPENDED TO INSTRUMENT # 201803938 CLATSOP COUNTY DEED RECORDS; AREA "B" THE SAME BEING A PORTION OF COUNTY ROAD # 131 DESCRIBED IN FIELD NOTES DATED 1910 CLATSOP COUNTY ROAD RECORDS AND SITUATED SOUTHWEST OF THE CURRENTLY TRAVELED TERMINUS OF COUNTY ROAD # 131, FERNHILL ROAD.

SITUATED IN THE SE 1/4, SECTION 24, T8N, R9W, W.M., CLATSOP COUNTY, OREGON

SUBJECT AREA "B" FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT 3 1/4" ALUMINUM CAP STAMPED "CLATSOP COUNTY SURVEYOR", MONUMENTING THE EAST 1/4 CORNER OF SECTION 24, T8N, R9W, W.M. CLATSOP COUNTY OREGON, THENCE NORTH 89 DEGREES 30 MINUTES 25 SECONDS WEST, A DISTANCE OF 1454.73 FEET TO A 1/2" IRON BOLT SITUATED ON THE APPARENT CENTERLINE OF "FERNHILL" ROAD; THENCE SOUTH 17 DEGREES 02 MINUTES 04 SECONDS WEST, A DISTANCE OF 826.94 FEET TO A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001", SITUATED ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD #131, THE SAME BEING A POINT ON THE NORTH BOUNDARY OF PARCEL NO. 1, INSTRUMENT # 201803938 CLATSOP COUNTY DEED RECORDS, THENCE SOUTH 87 DEGREES 04 MINUTES 03 SECONDS WEST A DISTANCE OF 250.91 FEET TO A POINT ON THE CENTERLINE OF COUNTY ROAD NO. 131; THENCE SOUTH 02 DEGREES 09 MINUTES 39 SECONDS WEST A DISTANCE OF 30.12 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 131 MONUMENTED BY A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001"; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST 30.00 FEET TO THE APPROXIMATE ORDINARY HIGH WATER LINE OF THE JOHN DAY RIVER AND THE "TRUE POINT OF BEGINNING" OF THE SUBJECT VACATION; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST, A DISTANCE OF 223.58 FEET TO A POINT OF CURVATURE MONUMENTED BY A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001"; THENCE 90.87 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 34 DEGREES 42 MINUTES 30 SECONDS, CHORD BEARS NORTH 69 DEGREES 42 MINUTES 48 SECONDS EAST A CHORD DISTANCE OF 89.48 FEET TO A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001"; THENCE LEAVING THE CURVE AND PROCEEDING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 131, SOUTH 29 DEGREES 25 MINUTES 15 SECONDS WEST A

DISTANCE OF 93.10 FEET TO AN ANGLE POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD # 131; THENCE NORTH 82 DEGREES 44 MINUTES 45 SECONDS WEST A DISTANCE OF 263.80 FEET TO THE APPROXIMATE ORDINARY HIGH WATER LINE; THENCE NORTH 02 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 5.33 FEET TO THE "TRUE POINT OF BEGINNING".

THIS DESCRIPTION IS BASED UPON A SURVEY TO BE RECORDED AS CS #B-13914.

THE SUBJECT "AREA "B" INCLUDES 8794 SQUARE FEET. THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED UPON A SURVEY DATED APRIL 5, 1976 RECORDED AS CCSR MAP CS C-5934.

CLATSOP COUNTY VACATES TO PHUONG VAN HORN REVOCABLE LIVING TRUST; AREA "C" THE SAME BEING A PORTION OF COUNTY ROAD NO. 131 TO BE APPENDED TO INSTRUMENT # 201201738 CLATSOP COUNTY DEED RECORDS AND SITUATED WEST OF THE CURRENTLY TRAVELED TERMINUS OF COUNTY ROAD # 131, FERNHILL ROAD.

SITUATED IN THE SE 1/4, SECTION 24, T8N, R9W, W.M., CLATSOP COUNTY, OREGON

SUBJECT AREA "C" FURTHER DESCRIBED AS FOLLOWS:

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THIS DESCRIPTION IS BASED ON A SURVEY TO BE RECORDED AS CS # B-13914.

THE SUBJECT AREA "C" INCLUDES 660 SQUARE FEET. THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED UPON A SURVEY DATED APRIL 5, 1976 RECORDED AS CCSR MAP CS C-5934.

2. The vacations were checked for compliance Oregon law and with the Public Works "Policy for Vacations".
3. A petition to vacate the above-described portions of Fern Hill County Road was presented to this board. Philip Papworth and Phuong X. Van Horn, who represent the

owners of 100% of the land abutting the portions of Fern Hill Road proposed to be vacated signed the petition.

4. It is recognized that the portion of the above described Area “B” lying Northerly of the existing center line of Fern Hill Road would normally vest with the Phuong Van Horn Revocable Living Trust as described in ORS 368.366 (1)(c), but at the request of both petitioners Philip Papworth and Phuong X. Van Horn, Clatsop County is determining the entire Area “B” to vest with Philip Papworth as prescribed in ORS 368.366 (2).
5. Two deeds of dedication of new right-of-way, from the petitioners Philip Papworth and Phuong Van Horn Revocable Living Trust, are presented to be accepted by the Board of Commissioners, to create a new location for the 60 feet wide Fernhill County Road Number 131.
6. The petitioners have caused a survey to be prepared that has depicted the above described vacated areas, and surveyed and monumented the new right-of-way described in the two deeds of dedication, to be recorded as CS# 13914 in the Clatsop County Survey Records, in accordance with ORS 368.106.
7. The County Engineer conducted an investigation and presented his Road Master’s Report on the proposed vacation and relocation to the Board of Commissioners on June 9, 2021. The Road Master Report provided that the vacation would be in the public’s best interest and that the board should schedule a hearing to determine the vacation.
8. On June 9, 2021, this Board set 6:00 P.M. on July 14, 2021, via a virtual meeting on GoToMeeting, as the time and place for the public hearing to the proposed vacation.
9. Written notice, via certified mail – return receipt, of the time and place of the hearing was sent to the following landowners within and abutting the proposed vacation and persons holding a recorded interest in property abutting Fern Hill County Road: Kurtz, Claude; Anderson, Kelly; SBA Structures Inc.; Patton Oregon Properties LLC, Beemer, Clarence & Virginia; Van Horn, Phuong; Columbia Investment Group LLC; Oregon State Board Of Forestry; Johnson, Stanley & Phebe; Norris, Ronald & Judie; Timmerman, Conrad & Kim; Vaughan, James; Junes, Brian & Tina Marie; Knapp, Howard & Joan; Hageman, Kenneth Jr & Rhonda; Fernhill Holly Farms Inc.; Schlip, Rebekah; Ranta, Keith & Sheila; Ranta, Todd & Valerie; Allen, William & Evelyn; Jolley, John & Elizabeth; Turek, Matthew & Shelby; North, Richard; Papworth, Philip.
10. Notice was posted pursuant to ORS 368.346.
11. Notice of the proposed vacation was published in the Daily Astorian newspaper.
12. _____ from the public appeared in person or otherwise to support the vacation prior to the close of the hearing on July 14, 2021.

13. _____ from the public appeared in person or otherwise to object to the vacation prior to the close of the hearing on July 14, 2021.

CONCLUSIONS

1. The petition filed by the landowners met the requirements of the Oregon Revised Statutes.
2. All notices to landowners and persons holding a recorded interest in property proposed to be vacated were timely and appropriately mailed pursuant to state statutes.
3. The relocated right-of-way of Fern Hill Road created by this vacation and two dedication deeds will be the same width and allow access to the same locations as before.
4. Approval is in the public's best interest and would allow better use of this property by abutting landowners.

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED, that portions of Fern Hill County Road Number 131 shall be vacated as described as follows:

DESCRIPTION OF ROAD TO BE VACATED:

CLATSOP COUNTY VACATES TO PHIL PAPWORTH & APPENDED TO INSTRUMENT # 201803938 CLATSOP COUNTY DEED RECORDS; AREA "B" THE SAME BEING A PORTION OF COUNTY ROAD # 131 DESCRIBED IN FIELD NOTES DATED 1910 CLATSOP COUNTY ROAD RECORDS AND SITUATED SOUTHWEST OF THE CURRENTLY TRAVELED TERMINUS OF COUNTY ROAD # 131, FERNHILL ROAD.

SITUATED IN THE SE 1/4, SECTION 24, T8N, R9W, W.M., CLATSOP COUNTY, OREGON

SUBJECT AREA "B" FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT 3 1/4" ALUMINUM CAP STAMPED "CLATSOP COUNTY SURVEYOR", MONUMENTING THE EAST 1/4 CORNER OF SECTION 24, T8N, R9W, W.M. CLATSOP COUNTY OREGON, THENCE NORTH 89 DEGREES 30 MINUTES 25 SECONDS WEST, A DISTANCE OF 1454.73 FEET TO A 1/2" IRON BOLT SITUATED ON THE APPARENT CENTERLINE OF "FERNHILL" ROAD; THENCE SOUTH 17 DEGREES 02 MINUTES 04 SECONDS WEST, A DISTANCE OF 826.94 FEET TO A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001", SITUATED ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD #131, THE SAME BEING A POINT ON THE NORTH BOUNDARY OF PARCEL NO. 1, INSTRUMENT # 201803938 CLATSOP COUNTY DEED RECORDS, THENCE SOUTH 87 DEGREES 04 MINUTES 03 SECONDS WEST A DISTANCE OF 250.91 FEET TO A POINT ON THE CENTERLINE OF COUNTY ROAD NO. 131; THENCE SOUTH 02 DEGREES 09 MINUTES 39 SECONDS WEST A DISTANCE OF 30.12 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 131 MONUMENTED BY A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001"; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST 30.00 FEET TO THE APPROXIMATE ORDINARY HIGH WATER LINE OF THE JOHN DAY RIVER AND THE "TRUE POINT OF BEGINNING" OF THE SUBJECT VACATION; THENCE NORTH 87 DEGREES 04

MINUTES 03 SECONDS EAST, A DISTANCE OF 223.58 FEET TO A POINT OF CURVATURE MONUMENTED BY A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001"; THENCE 90.87 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 34 DEGREES 42 MINUTES 30 SECONDS, CHORD BEARS NORTH 69 DEGREES 42 MINUTES 48 SECONDS EAST A CHORD DISTANCE OF 89.48 FEET TO A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001"; THENCE LEAVING THE CURVE AND PROCEEDING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 131, SOUTH 29 DEGREES 25 MINUTES 15 SECONDS WEST A DISTANCE OF 93.10 FEET TO AN ANGLE POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD # 131; THENCE NORTH 82 DEGREES 44 MINUTES 45 SECONDS WEST A DISTANCE OF 263.80 FEET TO THE APPROXIMATE ORDINARY HIGH WATER LINE; THENCE NORTH 02 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 5.33 FEET TO THE "TRUE POINT OF BEGINNING".

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THE SUBJECT "AREA "B" INCLUDES 8794 SQUARE FEET. THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED UPON A SURVEY DATED APRIL 5, 1976 RECORDED AS CCSR MAP CS C-5934.

CLATSOP COUNTY VACATES TO PHUONG VAN HORN REVOCABLE LIVING TRUST; AREA "C" THE SAME BEING A PORTION OF COUNTY ROAD NO. 131 TO BE APPENDED TO INSTRUMENT # 201201738 CLATSOP COUNTY DEED RECORDS AND SITUATED WEST OF THE CURRENTLY TRAVELED TERMINUS OF COUNTY ROAD # 131, FERNHILL ROAD.

SITUATED IN THE SE 1/4, SECTION 24, T8N, R9W, W.M., CLATSOP COUNTY, OREGON

SUBJECT AREA "C" FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT 3 1/4" ALUMINUM CAP STAMPED "CLATSOP COUNTY SURVEYOR", MONUMENTING THE EAST 1/4 CORNER OF SECTION 24, T8N, R9W, W.M. CLATSOP COUNTY OREGON, THENCE NORTH 89 DEGREES 30 MINUTES 25 SECONDS WEST, A DISTANCE OF 1454.73 FEET TO A 1/2" IRON BOLT SITUATED ON THE APPARENT CENTERLINE OF "FERNHILL" ROAD; THENCE SOUTH 06 DEGREES 34 MINUTES 55 SECONDS WEST, A DISTANCE OF 672.91 FEET TO A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001", SITUATED ON THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD #131 AND THE "TRUE POINT OF BEGINNING OF THE SUBJECT AREA "C"; THENCE SOUTH 03 DEGREES 49 MINUTES 42 SECONDS WEST A DISTANCE OF 4.20 FEET TO A POINT OF CURVATURE MONUMENTED BY A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001"; THENCE 86.93 FEET ALONG THE ARC OF A 90.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 55 DEGREES 20 MINUTES 29 SECONDS, CHORD BEARS SOUTH 31 DEGREES 29 MINUTES 57 SECONDS WEST A CHORD DISTANCE OF 83.59 FEET TO A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001"; THENCE LEAVING THE CURVE AND PROCEEDING ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 131, NORTH 29 DEGREES 25 MINUTES 15 SECONDS EAST A DISTANCE OF 38.66 FEET TO AN ANGLE POINT ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD # 131; THENCE NORTH 32 DEGREES 11 MINUTES 15 SECONDS EAST A DISTANCE OF 44.29 FEET TO AN ANGLE POINT ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 131; THENCE NORTH 17 DEGREES 39 MINUTES 15 SECONDS EAST A DISTANCE OF 4.52 FEET TO THE "TRUE POINT OF BEGINNING".

THIS DESCRIPTION IS BASED ON A SURVEY TO BE RECORDED AS CS # B-13914.

THE SUBJECT AREA "C" INCLUDES 660 SQUARE FEET. THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED UPON A SURVEY DATED APRIL 5, 1976 RECORDED AS CCSR MAP CS C-5934.

IT IS FURTHER ORDERED that this Order shall be recorded with the County Clerk, and that notice of this determination, findings of facts, conclusions and order will be mailed to the abutting property owners.

IT IS FURTHER ORDERED that the ownership of the vacated areas shall vest with the property owners as determined by Clatsop County herein in accordance with ORS 368.366 (2). Clatsop County does not warrant or guarantee title to the property so vacated. Abutting property owners and other interested parties shall be responsible for all costs associated with seeking appropriate legal confirmation of status of title and purchase of any title insurance in the vacated portions of Fern Hill County Road. The vacation of this property does not authorize any use or development contrary to applicable planning, zoning or building laws or regulations of county, state or other regulatory agencies.

IT IS FURTHER ORDERED that the acceptance lines of the two attached deeds of dedication shall be signed by this Board's Chair and the two attached deeds of dedication be recorded with the County Clerk.

DATED THIS 14TH day of July, 2021.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Mark Kujala, Chair

FORM APPROVED BY:

Joanna Lyons- Antley
Clatsop County Legal Counsel

After Recording, Return to:
Clatsop County Public Works
1100 Olney Avenue
Astoria, Oregon 97103

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that **The Phuong Van Horn Revocable Living Trust**, herein after called "Grantor", conveys to **Clatsop County**, a political subdivision of the state of Oregon, hereinafter called "Grantee", for road right-of-way purposes, all the following real property situated in the Southeast Quarter Section 24, Township 8 North, Range 9 West, Willamette Meridian, Clatsop County, Oregon:

Dedication Boundary Description

PHUONG VAN HORN REVOCABLE LIVING TRUST DEDICATES TO CLATSOP COUNTY; AREA "A" THE SAME BEING A PORTION OF THAT PROPERTY DESCRIBED IN INSTRUMENT # 201201738 CLATSOP COUNTY DEED RECORDS AND SITUATED NORTHWEST OF FERNHILL ROAD.

SITUATED IN THE SE 1/4, SECTION 24, T8N, R9W, W.M., CLATSOP COUNTY, OREGON

SUBJECT AREA "A" FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT 3 ¼" ALUMINUM CAP STAMPED "CLATSOP COUNTY SURVEYOR", MONUMENTING THE EAST 1/4 CORNER OF SECTION 24, T8N, R9W, W.M. CLATSOP COUNTY OREGON, THENCE NORTH 89 DEGREES 30 MINUTES 25 SECONDS WEST, A DISTANCE OF 1454.73 FEET TO A ½" IRON BOLT SITUATED ON THE APPARENT CENTERLINE OF "FERNHILL" ROAD; THENCE SOUTH 17 DEGREES 02 MINUTES 04 SECONDS WEST, A DISTANCE OF 826.94 FEET TO A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001", ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD #131, THE SAME BEING A POINT ON THE SOUTH BOUNDARY OF INSTRUMENT # 201201738 CLATSOP COUNTY DEED RECORDS, AND THE "TRUE POINT OF BEGINNING" OF THE SUBJECT DEDICATION; THENCE NORTH 82 DEGREES 44 MINUTES 45 SECONDS WEST, A DISTANCE OF 169.63 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD # 131, MONUMENTED BY A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001"; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST, A DISTANCE OF 248.24 FEET TO A POINT OF CURVATURE MONUMENTED BY A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001"; THENCE 43.82 FEET ALONG THE ARC OF A 90.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27 DEGREES 53 MINUTES 59 SECONDS, CHORD BEARS NORTH 73 DEGREES 07 MINUTES 07 SECONDS EAST, A CHORD DISTANCE OF 43.39 FEET; THENCE SOUTH 29 DEGREES 25 MINUTES 15 SECONDS WEST, A DISTANCE OF 66.56 FEET TO A POINT; THENCE NORTH 82 DEGREES 44 MINUTES 45 SECONDS WEST A DISTANCE OF 89.18 FEET TO THE "TRUE POINT OF BEGINNING".

THIS DESCRIPTION IS BASED ON A SURVEY TO BE RECORDED AS CS # B-13914.

THE SUBJECT "AREA "A" INCLUDES 6601 SQUARE FEET. THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED UPON A SURVEY DATED APRIL 5, 1976 RECORDED AS CCSR MAP C-5934.

Assessor's Account #:	809240002000
Situs Address:	Vacant Property
Total Acreage:	0.152 Acres


The true and actual consideration paid for this transfer is -0-.

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporation and to individuals.

"BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

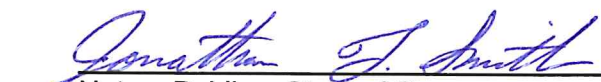
IN WITNESS WHEREOF, the GRANTORS, have caused this Deed to be

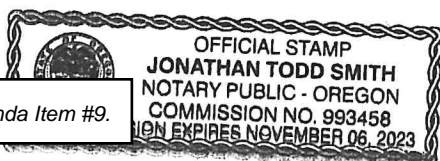
executed this 1 day of July, 2021.


Grantor Phuong X. Van Horn, as Trustee of the
Phuong Van Horn Revocable Living Trust
92482 Fern Hill Road
Astoria, Oregon 97103

STATE OF OREGON)
)ss.
County of Clatsop)

This instrument was acknowledged before me on July 1, 2021 by
Phuong X. Van Horn


Notary Public – State of Oregon
My Commission Expires on the 6 day of November 2023.



ACCEPTANCE OF DEDICATION

As per ORS 92.014, the heretofore described property is hereby accepted by Clatsop County.

By: _____

Title: _____

Date: _____

After Recording, Return to:
Clatsop County Public Works
1100 Olney Avenue
Astoria, Oregon 97103

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that **Philip Papworth**, herein after called "Grantor", conveys to **Clatsop County**, a political subdivision of the state of Oregon, hereinafter called "Grantee", for road right-of-way purposes, all the following real property situated in the Southeast Quarter Section 24, Township 8 North, Range 9 West, Willamette Meridian, Clatsop County, Oregon:

Dedication Boundary Description

PHILIP PAPWORTH DEDICATES TO CLATSOP COUNTY; AREA "D" THE SAME BEING A PORTION OF INSTRUMENT # 201803938 CLATSOP COUNTY DEED RECORDS, TO BE APPENDED TO COUNTY ROAD # 131 DESCRIBED IN FIELD NOTES DATED 1910 CLATSOP COUNTY ROAD RECORDS AND SITUATED EAST OF THE CURRENTLY TRAVELED TERMINUS OF COUNTY ROAD # 131, FERNHILL ROAD.

SITUATED IN THE SE 1/4, SECTION 24, T8N, R9W, W.M., CLATSOP COUNTY, OREGON

SUBJECT AREA "D" FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT 3 ¼" ALUMINUM CAP STAMPED "CLATSOP COUNTY SURVEYOR", MONUMENTING THE EAST 1/4 CORNER OF SECTION 24, T8N, R9W, W.M. CLATSOP COUNTY OREGON, THENCE NORTH 89 DEGREES 30 MINUTES 25 SECONDS WEST, A DISTANCE OF 1454.73 FEET TO A ½" IRON BOLT SITUATED ON THE APPARENT CENTERLINE OF "FERNHILL" ROAD; THENCE SOUTH 06 DEGREES 34 MINUTES 55 SECONDS WEST, A DISTANCE OF 672.91 FEET TO A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001", SITUATED ON THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD #131, THENCE SOUTH 79 DEGREES 14 MINUTES 55 SECONDS EAST A DISTANCE OF 30.22 FEET TO A POINT ON THE CENTERLINE OF COUNTY ROAD NO. 131; THENCE SOUTH 78 DEGREES 59 MINUTES 53 SECONDS EAST A DISTANCE OF 30.20 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 131 MONUMENTED BY A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001" AND THE "TRUE POINT OF BEGINNING" OF THE SUBJECT DEDICATION AND A POINT OF CURVATURE SITUATED ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 131; THENCE 123.84 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 47 DEGREES 18 MINUTES 14 SECONDS, CHORD BEARS SOUTH 28 DEGREES 42 MINUTES 26 SECONDS WEST A CHORD DISTANCE OF 120.35 FEET TO A 5/8" REBAR WITH A PLASTIC ORANGE CAP STAMPED "MENDENHALL LS 2001"; THENCE LEAVING THE CURVE AND PROCEEDING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 131, NORTH 29 DEGREES 25 MINUTES 15 SECONDS EAST A DISTANCE OF 51.74 FEET TO AN ANGLE POINT ON THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD # 131; THENCE NORTH 32 DEGREES 11 MINUTES 15 SECONDS EAST A DISTANCE OF 49.90 FEET TO AN ANGLE POINT ON THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 131; THENCE NORTH 17 DEGREES 39 MINUTES 15 SECONDS EAST A DISTANCE OF 19.16 FEET TO THE "TRUE POINT OF BEGINNING".

THIS DESCRIPTION IS BASED ON A SURVEY TO BE RECORDED AS CS # B-13914.

THE SUBJECT AREA "D" INCLUDES 861 SQUARE FEET. THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED UPON A SURVEY DATED APRIL 5, 1976 RECORDED AS CCSR MAP CS C-5934.

Assessor's Account #: 809240001900
Situs Address: Vacant Property
Total Acreage: 0.020 Acres

The true and actual consideration paid for this transfer is -0-.

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporation and to individuals.

"BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."


IN WITNESS WHEREOF, the GRANTORS, have caused this Deed to be

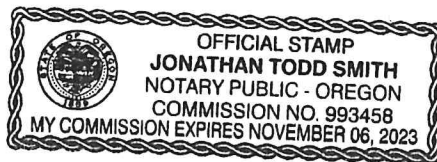
executed this 30 day of JUNE, 2021.

Philip T. Papworth
Grantor Philip T. Papworth
89932 Manion Drive
Warrenton, Oregon 97146

STATE OF OREGON)
)ss.
County of Clatsop)

This instrument was acknowledged before me on June 30, 2021 by
Philip T. Papworth


Notary Public – State of Oregon
My Commission Expires on the 6 day of November 2023.



ACCEPTANCE OF DEDICATION

As per ORS 92.014, the heretofore described property is hereby accepted by Clatsop County.

By: _____

Title: _____

Date: _____

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

July 14, 2021

Issue/ Agenda Title: Adopt Proposed Fee Schedule for Clatsop County to be implemented July 15, 2021

Category: Business Agenda

Presented By: Jennifer Carlson, Budget & Finance Manager

Issues Before the Commission: Allow the opportunity for public comment pursuant to ORS 294.160 and following any public comment adopt the proposed County Fee Schedules to become effective on July 15, 2021.

Informational Summary: The attached proposed fee schedule is for numerous county departments. The need for these adjustments within each department is a result of departmental evaluation of the existing fees and whether the existing fees are still explicable, if there is a need for new fees as a result of new services, and whether the existing fees as covering the cost to provide the services. In some instances, there are proposed increases where in others there are proposed decreases.

Every few years we ask departments to do a more thorough analysis of their fees where they are asked to evaluate based on the cost of the FTE providing the service, the cost of any materials to provide the service, and a comparison to other jurisdictions and the fees they charge to provide the service. For some fees, the proposed increases are more significant than others as a result of these fees not having seen increases in a number of years to reflect the increases in providing these services. Some areas where decreases are proposed is a result of increased efficiencies in providing these services so therefore a lower fee will cover the cost. The proposed fee additions, deletions, increases or decreases are reflected in the attached fee schedule in red.

Fiscal Impact: The fiscal impact for these fees will be increased revenues to cover the cost to perform these specific services as well as covering the increases in material costs.

Recommended Motion:

"I move that the Board adopt the proposed fee schedule to be implemented effective July 15, 2021 as presented."

Attachment List

- A. Resolution and Order
- B. Proposed County-wide Fee Schedule – July 15, 2021

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF AMENDING AND)
ESTABLISHING FEES FOR CLATSOP)
COUNTY.)

RESOLUTION AND ORDER

WHEREAS, certain fees and charges for services are required by law to be established by the governing body, and;

WHEREAS, the need to amend fees throughout County Departments has been established;

WHEREAS, the change in fees and charges was presented for public comment at the Board of Commissioner's meeting on July 14, 2021;

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the attached schedule of fees and charges for Clatsop County be adopted to become effective July 15, 2021.

Adopted this 14th Day of July 2021.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Mark Kujala, Chair

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

SUBJECT: Fees and Charges for County Services

DATE: February 13, 1995

REVISED: July 2021

Adopted by Board Resolution July 14, 2021 Fees effective July 15, 2021

POLICY

This fee schedule has been authorized as provided by Section 1.04.040 of the Clatsop County code.

Any fee set by statute not appearing in this schedule may be subject to collection accordingly.

A. ALL DEPARTMENTS

Photocopy fee 8 ½ X 11" and 8 ½ X 14"25 cents per page

Photocopy fee 11 X 17" 50 cents per page

Audio Tape Duplication (CD) Without Research \$5 per CD

Audio Tape Duplication (CD) With Research\$25 per CD Video Tape Duplication..... \$15 per tape

Printed Documents (reports, plans, etc.) Actual cost of printing, postage and handling

Meeting Agendas:

Picked up for news media reporter No Charge

Mailed: Single meeting \$2 minimum mail charge

Annual subscription (Jan.-Dec.).....\$1 per expected meeting

Agenda Packets:

Requested in advance of copy day.....5 cents/page plus mailing charge

All others See photocopy fee above

FAX \$2 per document

Refunds: For overpayments in excess of \$10 only

Mail charges: PREPAID (for copies, reports, etc.), actual cost, minimum of \$4 (includes first four photocopy pages)

Billing Charge \$7.50 per document

File Location and Research \$15 per quarter hour or fraction thereof.

Location of requester's personal file or current work files..... No Charge

Image Access Fee30 cents per page or image

Labels \$13 per page plus standard report time (see below)

Standard Report Time.....\$5 per quarter hour of staff time AND 25 cents per page

FTP or email report\$8 per report or file

Network Equipment Usage..... \$25 per hour

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

B. ANIMAL CONTROL

CLATSOP COUNTY ANIMAL CONTROL SERVICE FEES

Impound – First Offense, licensed	\$25.00
First Offense, unlicensed	\$40.00
Second Offense, within one year	\$75.00
Third/Subsequent Offense, within one year	\$100.00
Boarding – Dogs -Per Day.....	\$15.00
Boarding – Cats-Per Day	\$10.00
Licensing – (No Discounts for multiple dogs)	
Altered Dog, 1-year license	\$15.00
Altered Dog, 3-year license	\$40.00
Fertile Dog, 1-year license	\$30.00
Fertile Dog, 3-year license	\$90.00
Altered Senior Dog, 1-year license	\$10.00
Altered Senior Dog, 3-year license	\$25.00
Late License - No enforcement action	\$15.00
With enforcement action	\$30.00
Replacement Tag	\$10.00
Adoption – Dogs	\$110.00
Cats.....	\$75.00
Dogs - 10 years and over	\$50.00
Cats - 10 years and over	\$20.00
Adoption of Bonded Pair, Dogs or Cats	Single fee for both
Owner Release to Shelter – Dog	\$30.00
Cat	\$10.00
Pups -litter (under 12 weeks)	\$30.00
Cats -litter (under 12 weeks)	\$15.00
Cremation - Calculated per pound	\$1.50
Live Traps – Rental – Weekly.....	\$5.00

C. ASSESSOR FEES

Assessor Maps

****Public Agency or representative of public agency: Half Price****

Assessor Plats

1-2 per order	\$15
Extra Units.....	\$8

Reproduction of Material

Sales Data Subscription: Annual (1 per month)	\$350
Tax Receipt Copies (minimum)	75 cents
Data Export Queries	\$60
Network Equipment Usage	\$60 per hour
Assessment and Tax Roll and Clerk Records	Cost Recovery

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

Single Remote Access Fee for A&T/C&E applications. \$600 per month
 Lookup Access Onlyminimum \$5/month and \$.30 per additional lookup

Fees Set by Law

Warrant Fees \$20 or cost, whichever is more
 Lien Search Fee – year 1 Set by Statute
 Lien Search Fee – subsequent years..... Actual cost
 Foreclosure Penalty5 percent of total judgment taxes
 Garnishee Research Fee Set by Statute

Research Fee per Document, plus 25 cents per copy\$4.75
 Research Fee per Quarter Hour \$15
 Foreclosure Report Fee.....\$120
 Delinquent Tax Report Fee \$120
 Consolidations (Cancel and Combine) \$35
 Proration of Value request (Deeds) \$35
 Subdivisions/Partitions/Condos.....\$120
 Room Tax Determination Fee \$ 80
 Short Term Rental Application & Neighbor Notification Fee\$550
 Re-Inspection Following 2nd Inspection Fee.....\$125 per additional inspection
 Ownership Transfer Only (no structural changes since issuance of permit) \$50
 Ownership Transfer and Re-Inspection.....\$300
 Enterprise Zone Processing Fee\$150

Farm/Forest

Deferral Reapplication Fee\$75
 Application Fee \$75
 Small Tract Late Filing Fee Set By Statute
 Disqualification Fee\$150
 Calculation of Est. Deferred Taxes..... \$150

Conservation Easement Application Fee Set By Statute

Exemptions

Processing Fee for Special Org\$75
 Late Filing Fee Set By Statute
 Veteran Late Filing Fee Set By Statute
 Leased Property Application Fee.....\$75
 Open Space Application\$250
 Open Space Disqualification.....\$250

Manufactured Structures

Exemption Fee\$75
 Un-exemption Fee\$75

Other Fees

Taxing District Boundary Expansion/Withdrawal..... \$2,500
 New Urban Renewal Plan Set Up.....\$2,500

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

Amended Urban Renewal Plan Set Up	\$2,500
Name Suppression	\$15
Certification of Charges Paid	\$15

D. BUDGET AND FINANCE

NSF Charge	\$25
Copy of Proposed or Adopted Budget.....	\$35

E. COMMUNITY DEVELOPMENT - BUILDING CODES

Structural Permit Fees

Construction values shall include all labor and material, but shall exclude the cost of the land. This section covers Residential and Commercial Structural, Commercial Mechanical, Alarm, and Fire Suppression Systems. All structural permits use valuation as determined by the International Code Council Valuation Data Table current as of April 1 of each year, when applicable as per OAR 918-050-0000 and OAR 918-309-0020 through 0070. When permits are required Masonry fireplaces/chimneys, Fences, Poles (signs, lights, flags, foundation repairs, etc. require a structural permit by valuation.)

\$1 - \$500	\$106
\$501-\$2,000	\$106.00 for the first \$500 plus \$3.32 for each additional \$100, or fraction thereof
\$2,001-\$25,000	\$155.80 for the first \$2,000 plus \$13.26 for each additional \$1,000 or fraction thereof
\$25,001-\$50,000	\$460.56 for the first \$25,000 plus \$9.95 for each additional \$1,000 or fraction thereof
\$50,001-\$100,000	\$709.31 for the first \$50,000 plus \$6.64 for each additional \$1,000 or fraction thereof
\$100,001 & up.....	\$1041.31 for the first \$100,000 plus \$5.53 for each additional \$1,000 or fraction thereof

Moving structure permit, other than U-1.....	\$583
Moving structure permit, U-1 and Uninhabitable	\$292
Demolition permit residential – total structure (Not subject to state surcharge)	\$106
Demolition permit commercial – total structure less than 4,000 SF (Not subject to state surcharge).....	\$152
Demolition permit commercial – total structure larger than 4,000 SF (Not subject to state surcharge)	\$302
Re-Roof residential when a permit is required.....	\$106
Re-Roof commercial.....	current valuation table
Foundation only fee. Optional program when the division can accommodate	\$292

This fee is per 1,000 SF of structure in addition to the building permit fee.

Solar Structural Installation Permits

Solar Permit - Prescriptive Path System, fee includes plan review	\$250
Solar Permit – Non-Prescriptive Path System. Fee as per Structural Permit Fee table by valuation to include the solar panels, racking, mounting elements, rails and the cost of labor to install. Solar electrical equipment including collector panels and inverters shall be excluded from the Structural Permit valuation.	

Investigation Fees – Actual or average cost may include supervision, overhead, equipment, and/or rate/wage of the employee(s) involved. Applicable to all disciplines.

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

Investigation fee – hourly	\$106 per hour, minimum two hours
Inspections – structural, outside normal business hours (2 hours minimum)	\$106 per hour
Inspections – structural, for which no fee is specifically indicated (minimum charge 1 hour)	\$106 per hour

Residential Fire Suppression Permit Fees – Standalone 13R, fee includes plan review.

(See Plumbing Fee section for Multi-purpose/Continuous Loop System 13D)

Square footage of the residential structure to be covered:

Up to 2,000 square feet	\$400
2,001 – 3,600 square feet	\$500
3,601 – 7,200 square feet	\$650
Greater than 7,201 square feet	\$800

Mechanical Permit Fees

Minimum Fee	\$106
Air Handling Unit.....	\$41 per appliance
Air Conditioning Unit	\$56 per appliance
Alteration of Existing HVAC System	\$41 per appliance
Heat Pump	\$73 per appliance
Install/Replace Furnace	
Up to 100,000 Btus.....	\$56 per appliance
Over 100,000 Btus	\$65 per appliance
Install/replace/relocate heaters, suspended, wall or floor mounted	\$56 per appliance
Vent for appliance other than furnace	\$45 per appliance
Appliance vent	\$41 per appliance
Dryer exhaust.....	\$41 per appliance
Hood.....	\$41 per appliance
Exhaust fan connected to a single duct	\$28 per appliance
Gas Piping	
1-4 outlets	\$23
Each additional outlet	\$7
Fireplace/Wood Stove	\$41 per appliance
Other	\$41 per appliance
Investigation fee – Mechanical.	See Structural – Investigation Fees
Inspections – mechanical, outside normal business hours (2 hours minimum).....	\$106 per hour
Inspections – mechanical, for which no fee is specifically indicated (minimum charge 1 hour).....	\$106 per hour

Plumbing Permit Fees

One and Two Family Dwellings

1 Bathroom*	\$360
2 Bathrooms*	\$393
3 Bathrooms*	\$443
Each additional bathroom, half bathroom >3, kitchen >1.....	\$52
Each additional 100 feet of sanitary, storm, and water service each or fraction thereof.....	\$45

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

*Includes service one kitchen and first 100 feet of sanitary, storm an water service, hose bibbs, ice makers, underfloor low-point drain packages to include piping, gutters, downspouts, and perimeter system.

Plumbing Schedule-Existing Residential Additions/Remodels or Alterations

Residential Minimum Fee	\$106
Plumbing fixtures, appliances, appurtenances (each)	\$28
Water service, storm or sanitary sewer (first 100 feet)	\$82
Each additional 100 feet of sanitary, storm and water or fraction thereof	\$45

Plumbing Schedule-Commercial, Multi-Family and Industrial

New, additions, remodels, alterations

Commercial Minimum fee	\$175
Water service, storm or sanitary sewer (first 100 feet)	\$82
Each additional 100 feet of sanitary, storm and water service or fraction thereof	\$45

Residential Fire Suppression Permit Fees - Multi-purpose/Continuous Loop System 13D, fee includes plan review.

Square footage of the residential structure to be covered:

Up to 2,000 square feet	\$250
2,001 – 3,600 square feet	\$300
3,601 – 7,200 square feet	\$350
Greater than 7,200 square feet	\$400

Medical Gas and Process Piping Permit Fees

\$1-5000	\$106
\$5001-10,000	\$106.00 for the first \$5000 plus \$3.20 for each additional \$100 or fraction thereof
\$10,001-100,000	\$266.00 for the first \$10,000 plus \$10.99 for each additional \$1,000 or fraction thereof
\$100,001 and above	\$1,166.00 for the first \$25,000 plus \$7.78 for each additional \$1,000 or fraction thereof
Investigation fee – Plumbing	See Structural – Investigation Fees
Inspections – plumbing, outside normal business hours (2 hours minimum)	\$106 per hour
Inspections – plumbing, for which no fee is specifically indicated (minimum charge 1 hour)	\$106 per hour

Manufactured Dwelling Placement Permit Fees

Placement (includes placement and concrete slab, runners or foundation when prescriptive, electrical feeder, plumbing connections and all cross-over connections, first 30 linear feet of site utilities.) New electrical services or additional branch circuits, and new plumbing-may require separate permits. All decks 30" or more above ground, carports, garages, porches, and patios are based on valuation and may also require separate permits. See Structural schedule by valuation for non-dwelling modular placements.

Single wide	\$202
Double wide	\$404
Triple wide	\$604

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

Earthquake resistant bracing system (when not part of original dwelling installation).....	\$126
Manufactured Dwelling cabana.....	See the Structural Schedule
State of Oregon Administration Fee	\$30

Manufactured or RV Park Development Permit Fees

The Area Development Permit fee to be calculated based on the valuations shown in Table 2 of OAR 918-600-0030 for Manufactured Dwelling/Mobile Home Parks and Table 2 of OAR 918-650-0030 for Recreational Park and Organizational Camp and applying the valuation amount to the Structural Permit Fee table included in this schedule.

Electrical Permit Fees

New Construction

Residential 1,000 square feet or less (includes service)	\$201
Each additional 500 square feet	\$56
Limited energy – new residential construction	\$64
Each manufactured home or modular dwelling service	\$104

Multi-family

New Multifamily Construction, fee for largest unit calculated using above sq. ft. rates-plus 50% of permit fee for each additional unit

Multifamily, new construction-Limited Energy System per floor	\$64
Multifamily, new construction-Protective Signaling-per floor	\$64
Service or feeder (installation, alteration or relocations)	
200 amps or less	\$121
201 amps to 400 amps	\$160
401 to 600 amps	\$240
601 amps to 1000 amps	\$360
Over 1000 amps or volts	\$674
Reconnect only	\$104
Temporary service or feeder	
200 amps or less	\$104
201 amps to 400 amps	\$143
Over 400 amps to 600 amps	\$201
Over 600 amps to 1000 amps	\$360
Over 1000 amps	\$674
Branch Circuits (new, alteration or extension, per panel)	
Branch circuits with purchase of service or feeder	\$8 each
Branch Circuits <u>without</u> purchase of service or feeder	
First branch circuit	\$79
Each additional branch circuit	\$8
Miscellaneous (service or feeder not included)	
Each well pump and alarm or irrigation	\$104
Each sign or outline lighting	\$104
Commercial limited energy panel, alteration or extension	\$104
Additional inspection over the allowable	\$94

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

All Renewable Energy systems up to 25 KVA

Renewable energy 5 KVA or less.....	\$113
Renewable energy 5.01 KVA to 15 KVA	\$152
Renewable energy 15 .01 KVA to 25 KVA	\$230

Solar generation systems over 25 KVA

Each KVA 25.01 to 100 KVA	\$9
100.01 KVA and over.....	no additional fee

Wind Generation systems over 25 KVA

25.01 to 50 KVA.....	\$342
50.01 to 100 KVA.....	\$639
Over 100.01 KVA	Use standard service and feeder fees above
Master electrical permit, initial set-up	\$126
Master electrical permit (Inspection per hour includes travel time, report time, one hour minimum)	\$108
Master electrical permit inspection cancellation without 24 hour notice	\$206
Investigation fee – electrical	See Structural – Investigation Fees
Inspections – electrical, outside normal business hours (2 hours minimum)	\$106 per hour
Inspections – electrical, for which no fee is specifically indicated (minimum charge 1 hour)	\$106 per hour

Plan Review Fees

Structural Plan.....	75% of building permit fee
Fire and Life Safety.....	50% of building permit fee
Electrical.....	35% of electrical permit fee
Mechanical.....	35% of mechanical permit fee
Plumbing	35% of plumbing permit fee
Medical Gas/Process Piping	35% of medical gas permit fee
Commercial Fire Protection and Prevention	75% of building permit fee
Manufactured Dwelling or RV Park.....	65% of building permit fee
Additional plan review when applicable-all trades, 30 minutes minimum	\$54

Expedited Plan Review. Structural, in addition to standard plan review fees – plan review services outside of normal time frames established, must be pre-approved, subject to availability and resources. 50% of standard plan review fee.

Deferred Submittal review fees. 65% of building permit based on the value of the deferred portion or system with a minimum of \$250. In addition to standard plan review fees.

Phased Construction Plan Review fees. Plan review fee based on a minimum phasing fee of \$315 plus 10% of the total project building permits not to exceed \$1,500 for each phase. In addition to standard plan review fees.

Miscellaneous Building Fees

Pre-application meeting for Tenant Improvement, as requested by applicant	\$117
Per meeting, not to exceed one hour, first meeting is at no charge	

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

Pre-application meeting for Commercial or Multi-Family projects as requested by applicant	\$233
Per meeting, not to exceed two hours, first meeting is at no charge	
Temporary Certificate of Occupancy, Residential, Maximum 30 days per fee (No charge for permanent certificates)	\$200
Temporary Certificate of Occupancy, Commercial, Maximum 30 days per fee (No charge for permanent certificates)	\$400
Change of Use or Change of Occupancy permit fee, when no structural work proposed	\$126

Administrative Fees

Research Fee, per all disciplines, minimum 30 minutes.....	\$54
State Surcharge. All permits are subject to the current State of Oregon Surcharge.....	12%
Agricultural Exempt Certificate.....	\$30
Replacement of Electrical Label.....	\$30
Re-inspection fees each additional inspection over the allowable per all disciplines.....	\$106

Permit Extensions – not subject to state surcharge

Extension of permits shall be requested in writing with justifiable cause demonstrated. Extension request must be received prior to the expiration date of the permits.

NOTE: It is not the responsibility of the Clatsop County Building Division to notify the permit holder of expiration dates.

Residential permit extension fee (Includes s/m/p/e)

1 st request.....	\$106
2 nd request.....	\$212

Commercial permit extension fee (Each code discipline)

1 st request.....	\$106
2 nd request.....	\$212

Reinstatement of Expired Permits – subject to state surcharge

Expired permits not yet six months past their expiration date (Each code discipline.....) \$106

Or whichever is greater \$212

Expired permits six months past their expiration date but not yet 12 months (Each code discipline)..... \$106

Or ½ the original permit fees, whichever is greater

Expired permits over one year past their expiration date..... New application with current valuation fees

Expired permits lacking only final inspection (Each code discipline)..... \$106

However, in the event the governing code has been updated, additional cost and requirements necessary.

F. COMMUNITY DEVELOPMENT - PLANNING

Pursuant to ORS 215.416(10), the following fees represent the average cost of processing each permit application. If the actual cost of processing a permit processed as a Type IIa, Type III, or Type IV procedure or an appeal of a Type IIa or Type III decision exceeds the amount of the fee by more than 20% because of the detailed nature of the proposal or the number of hearings that are required, the applicant shall be responsible for paying the full amount of the actual cost.

Appeals

Director to Planning Commission/Hearings Officer – refunded if appellant prevails..... Set by Statute \$250

Hearings Officer/Planning Commission Decision to Board of Commissioners \$3,170

Appeal of Board of Commissioners Decision \$2,500, plus copying

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

Permits and Reviews

Agency Sign-Off (Compatibility) - don't require development of findings	\$60
Agency Sign-Off (Compatibility) - requiring development of findings	\$215
Agri-Tourism Event Renewal	\$225
Beach Front Protection 1 – 5 lots	\$835
Beach Front Protection 6+ lots	\$890
Commercial Site Plan Review	\$210 \$220
Comprehensive Plan or Zoning Ordinance Map Amendment	\$5000
Comprehensive Plan or Zoning Ordinance Text Amendment	\$5000
Conditional Use (CUP) - Type IIa, Type III	\$1500
Conditional Use (CUP) - Type II	\$1200
Development Permit - New or Expanded	\$85
Extensions – Partitions	50% of application fee
Extensions – Subdivisions	50% of application fee
Extensions - All others	50% of application fee
Floodplain and Other Review Type I	\$110
Floodplain and Other Review Type II	\$440
Floodplain – Previously Exempt Activities	\$50
Geologic Hazard Review	\$440
Geological Hazard Waiver	\$85
Goal 5 Economic, Environmental, Social and Energy Consequences Review	\$5000
Goal Exception	\$5000
Health Hardship Dwelling Renewal (non-resource lands)	\$85
Health Hardship Dwelling Renewal (resource lands)	\$100
Lot of Record	\$250
Other Hearings, Non-Conforming Use, Etc.	\$1300
Partitions	\$1000
Pre-App conference	\$250
Property Line Adjustment	\$250
Resource Zone Dwellings (F-80, AF, and EFU)	\$1200
Review Use Minor	\$660
Review Use Major	\$865
Sign Permit	\$60
Similar Use Authorization	\$2600
Site Visit	\$140
Subdivision – 4-6 lots	\$2500
Planned Development & Destination Resort (requires zone change fee) Subdivision - seven (7) or more lots	\$4000
Temporary Use – Original	\$300
Temporary Use - Renewal	\$50
Third Party Review of Technical Reports	Actual Cost at Per Hour Rate
Variance	\$2000
Violation	Double Application Fee

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

New or changed address issued or changed at request of property owner	\$225
New or changed road name issued or changed at request of property owner	\$265
Replacement address stakes\$.....	\$60

Other

Copies (paper).....	\$0.25/page
Copies (Large Format).....	\$20.00/page
CD Copies of Ordinances, Standards Document, Goals, or Policies	\$5
Public Works Grading & Drainage Review	
1st 30 minutes.....	\$70
Additional time	\$100/hour

G. COUNTY CLERK & ELECTIONS

BoPTA Filing Fee.....	\$35
Liquor License	Set by Statute
Liquor License Renewal.....	Set by Statute
OLCC New Application	Set by Statute
Marriage License/Domestic Partnerships.....	\$60
Marriage Ceremony [ORS 205.320(6)].....	Set by Statute
Marriage 3-Day Waiver	\$20
Wedding Witness Service Fee	\$15/per witness
Certification of Copies.....	Set by Statute
Certification of Marriage License	Set by Statute
Additional copies	Set by Statute
Certification of Voter Registration	Set by Statute
Election Report/Lists.....	See OAR 165-002-0020
Passport Processing	Set by Statute
Passport Photo.....	\$20
Registering each additional page of a document	Set by Statute
Registering each additional transaction of a document.....	Set by Statute
Appointment of Trustee	Set by Statute
Death Certificate	Set by Statute
Deed.....	Set by Statute
Easement	Set by Statute
Judgement.....	Set by Statute
Lien/Lien Satisfaction.....	Set by Statute
Lien/Lien Satisfaction w/o HAT	Set by Statute
IRS Lien	Set by Statute
Mortgage/Deed of Trust/Line of Credit	Set by Statute
Mortgage Satisfaction.....	Set by Statute
Non-Standard Form Fee, Per Document	Set by Statute
Military Discharge DD-214	No Charge
Partial Reconveyance	Set by Statute
Partition Plat Map.....	Set by Statute
Power of Attorney	Set by Statute

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

Reconveyance	Set by Statute
Satisfaction of Judgement	Set by Statute
Substitution of Trustee	Set by Statute
Town Plat Map	Set by Statute
UCC Filing on OR 1A Form	Set by Statute
Research Fee Per Document	Set by Statute
Research Fee Per Quarter Hour	\$15
Photocopy Fee Per Page	\$0.25
Mailing Fee.....	\$5
Express Mail Fee.....	\$27
Candidate Voters Pamphlet Statement	Per Statute
Annexation Appl – Expansion of District (for one parcel)	\$100
Annexation Appl – New District Formed or W/drawl of area from Dist.	\$500
Single Remote Access Fee for A&T/C&E applications	\$600
Lookup Access Only (monthly rate)	\$5
<i>Per additional lookup</i>	<i>\$.30/each</i>

H. DISTRICT ATTORNEY

Photocopy Charges:

Misdemeanor	\$10 per case up to 30 pages/25 cents per page in excess of 30 pages
Felony.....	\$15 per case up to 30 pages/25 cents per page in excess of 30 pages
Media	\$15 per tape/cd/dvd
Flash Drive 4gb.....	\$27
Flash Drive 8gb.....	\$30
Flash Drive 16gb.....	\$37
Flash Drive 32gb.....	\$45
Flash Drive 64gb.....	\$57
Flash Drive 128gb.....	\$80
Color copies – excess 30 pages.....	\$1.25 per page

I. GIS FEES

STANDARD PAPER MAP PRODUCTS

A/B size (8 ½ x 11 – 13 x19”)	\$5
.....	<i>Add \$3 for color, orthophotos, saturated shading</i>
C/D size (24” sheet roll) Standard map product	\$25 per sheet
.....	<i>Add \$10 for color, orthophotos, saturated shading</i>
<i>Discounted price for government, nonprofit organizations, bulk rate</i>	<i>\$20 per /sheet</i>
.....	<i>Add \$10 for color, orthophotos, saturated shading</i>
E Size (36” sheet roll) Standard map products	\$35 per sheet
.....	<i>Add \$15 for color, orthophotos, saturated shading</i>
<i>Discounted price for government, nonprofit organizations, bulk rate.....</i>	<i>\$30 per sheet</i>
.....	<i>Add \$3 for color, orthophotos, saturated shading</i>

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

Programming Fee for custom maps and analysis	\$75 per hour
All Department – FTP or e-mail Charge	\$8

DIGITAL MAP PRODUCTS

Tax maps (PDF format).....	\$100 entire county
.....	\$25 per township-range
County layers (roads, hydro, PLSS, elevation, soils, etc.).....	\$100 entire county
.....	\$25 per layer
2002 color orthophotos – per ¼ township	\$100

All GIS mapping products not specifically addressed by the GIS Fee Schedule will be charged at cost recovery.

PUBLIC WORKS/SURVEYOR MAPS

Will follow A&T/GIS lead for maps produced by GIS

J. INFORMATION SYSTEMS

Information Systems Manager.....	\$90/hour
Custom Programming	\$75/hour
Network Installation/Support	\$75/hour
Telecom Installation/Support	\$75/hour
PC Installation/Support	\$50/hour
Network Usage	\$25/hour
Remote Access Setup	Cost Recovery

K. JUVENILE DEPARTMENT Probation Supervision

Misdemeanor – One-time fees.....	\$25
Felony – One time fees.....	\$45

L. PARKS

County Park Fees will increase annually by an amount not less than 2.5% nor more than 5% based upon the change in the All US CPI-U for the period July to July beginning July 1, 2000, pursuant to Board Resolution adopted April 28, 1999.

Cullaby Lake Park

Entry Fee	\$5 per vehicle
Shelter Fee	\$35 per group
John Day.....	\$5 day use fee
Carnahan Park.....	\$5 day use fee
Special Event Permit	\$100
Annual County Pass.....	\$30
Annual Pass Extended User	\$75

Includes \$30 Annual Pass. If applicant already has an annual pass, cost will be reduced to \$50.

Extended User – Lost Key Replacement Fee.....	\$30
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Annual park pass will be valid one year from the month of purchase and honored for vehicles displaying passes at Cullaby Lake County Park, John Day County Park and Carnahan County Park.

Commercial Film Use Fees

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

1 - 5 participants.....	\$100
6 - 30 participants.....	\$150
31 - 60 participants	\$300
61+ participants	\$400

Exclusive Use Fees

Exclusive use of a specific area of a County Park (other than a shelter, camping place or boat ramp) or group use where no admission fee is paid (after hours or off season):

Minimum for exclusive use	\$25
50 - 100 participants	\$50
101 - 200 participants	\$75
201 - 400 participants	\$150
401 - 600 participants	\$300
600+ participants	\$500

Exclusive Use of Cullaby Lake Boat Ramp

The hourly rental fee for exclusive use of the Cullaby Lake Boat Ramp shall be up to a maximum of 10 hours per day:

Monday after Labor Day to June 29 – Winter rates	\$50/hour
June 30 to Sunday after Labor Day – Summer weekdays.....	\$100/hour
June 30 to Sunday after Labor Day – Summer Weekends.....	\$200/hour

M. PUBLIC HEALTH SERVICES

Licenses are purchased on a calendar year basis January – December.

Proration of half the annual fee occurs October 1.

FOOD SERVICE

Full Service Restaurant Fees are based on Seating Criteria

0-15 Seats	\$495
16-50 Seats	\$560
51-150 Seats.....	\$630
Over 150 seats.....	\$700
Bed & Breakfast.....	\$205
Limited Service Restaurant	\$280
Commissary	\$350
Mobile Unit (Class 1 or 2)	\$170
Mobile Unit (Class 3 or 4).....	\$190
Warehouse	\$140

*A license expires annually on December 31.

To reinstate a license after December 31 expiration, the applicant must pay a reinstatement fee of \$100.00 in addition to the license fee required. The reinstatement fee shall increase by an additional \$100.00 on the first day of each succeeding month until the license is reinstated.

PLAN REVIEW FOR FOOD SERVICE

INITIAL CONSTRUCTION

Full Service Restaurant	\$180
Bed & Breakfast	\$115

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Limited Service Restaurant	\$115
Commissary	\$180
Mobile Unit (Class 1 or 2)	\$115
Mobile Unit (Class 3 or 4)	\$125
Warehouse	\$75

REMODELING

Full Service	\$135
All Other Food Facilities	\$75
Bed and Breakfast	\$115
Limited Service Restaurant	\$115
Commissary	\$180
Mobile Units: Class 1 or 2	\$115
Mobile Units: Class 3 or 4	\$125
Warehouse	\$75
New Owner Admin Fee	\$75

TEMPORARY RESTAURANT LICENSES

Single Event:	
One day	\$55
Two or more days	\$100
Benevolent Organization Administrative Annual Fee	\$25

OPERATIONAL PLAN REVIEW

*Required for Intermittent & Seasonal Licenses	\$60
Intermittent: 30 days	\$100
Seasonal: 90 days	\$100

HOURLY RE-INSPECTION FEE

*Charged in 15-minute increments	\$100
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TOURIST FACILITY

Bed & Breakfast	\$90
Travelers Accommodation	\$90
Organizational Camp	\$95
Picnic/Recreational Park	\$90 base, plus surcharge per spaces, see below
\$3.00 per space	For 1-50 spaces, plus
\$2.50 per space	For 51-100 spaces, plus
\$2.00 per space	For over 100 spaces
CHANGE OF OWNERSHIP FEE	\$75

*A license expires annually on December 31.

Facilities that renew later than January 15th will be assessed a penalty fee of 50% of the original fee, and another 50% on the first day of each successive month of delinquency.

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SWIMMING POOL & SPA

First Pool/Spa	\$150
Each additional Pool/Spa	\$90
Plan Review for Pool/Spa	\$350

OTHER FEES

Day Care Inspections	\$175
Schools-Full Service	\$110
Schools-Satellite	\$70
Head Start	\$110
Inspection for School Lunch Program	\$55
Food Handlers Training	\$10
Duplicate Food Card Fee	\$5

Hourly Environmental Health rate:

Social/Mass Gathering Event	\$100
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Tobacco Retail License	\$350
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*A license expires annually on December 31.

To reinstate a license after December 31 expiration, the applicant must pay a reinstatement fee of \$100.00 in addition to the license fee required. The reinstatement fee shall increase by an additional \$100.00 on the first day of each succeeding month until the license is reinstated.

COMMUNITY HEALTH & FAMILY PLANNING

*IMMUNIZATIONS

Child Immunizations (0 through 18 yrs)	
Private Fee Ins. 1st Shot	\$60.00 + cost of vaccine
Additional Shots	\$30.00 + cost of vaccine
Child Immunizations (0 through 18 yrs)	State supplied vaccine fees will be waived if qualified
Adult Immunizations (19 yrs and older) 1st Shot	\$60.00 + cost of vaccine
Additional Shots	\$30.00 + cost of vaccine

**OFFICE VISITS

CD/STD Screening Visit Short Established	\$110
CD/STD Screening Visit Short New	\$150
CD/STD Counseling Visit Established	\$150
CD/STD Counseling Visit New	\$200
CD/STD Counseling Visit Long Established	\$200
CD/STD Counseling Visit Long New	\$250
CD/STD Screening Visit Extended Comprehensive Established	\$250
CD/STD Screening Visit Extended Comprehensive New	\$300
CD/STD Screening Visit Extended Complete Established	\$300

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CD/STD Screening Visit Extended Complete New \$350

COVID Testing Medicaid \$40

..... Private Insurance \$60

***FAMILY PLANNING OFFICE VISITS

Office Visit Short Established \$110

Office Visit Short New \$150

Counseling Visit Short Established \$150

Counseling Visit Short New \$200

Office Visit Long Established \$200

Office Visit Long New \$250

Office Visit Extended Comprehensive Established \$250

Office Visit Extended Comprehensive New \$300

Office Visit Extended Complete Established \$300

Office Visit Extended Complete New \$350

DMAP Visit Fee \$135

CCARE Fee \$150

Vasectomy Counseling \$165

Vasectomy Procedure \$800

IUD Insertion \$200

IUD Removal \$220

Implant Procedure; Insertion -or- Removal \$360

Implant Removal with Reinsertion \$700

Depo Provera Injection \$60

Slide Pap Smear 21-24 yr olds and > 30 Actual Cost

Liquid Paps 24-30 yr olds Actual Cost

Liquid Paps w/ HPV Reflex 24-30 yr olds Actual Cost

HPV Digene 21-24 yr olds and > 30 Actual Cost

SUPPLIES

CCARE Drugs (ORS) Actual Cost

CCARE Lab Tests (ORS) Actual Cost

Condoms Female 3 pack Actual Cost

Condoms Actual Cost

Condoms Non-latex (box 6) Actual Cost

Contraceptive Foam Actual Cost

Contraceptive Jelly Actual Cost

Cycle Beads Actual Cost

Fluconazole Actual Cost

Mirena / Paragard IUD Actual Cost

Lutera Actual Cost

Depo Provera Injection Actual Cost

Diaphragm Actual Cost

Nexplanon Actual Cost

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Metronidazole	Actual Cost
Nuva Ring	Actual Cost
Ortho Cyclen	Actual Cost
Ortho Micronor	Actual Cost
Ortho TriCyclen	Actual Cost
Ortho TriCyclen Lo	Actual Cost
Plan B One Step	Actual Cost

LABS

Orasure Test Kit	Actual Cost
Sulfamethoxazole tablets	Actual Cost
Venipuncture Test Kit	Actual Cost
Chlamydia/Gonorrhea Test (urine)	Actual Cost
Chlamydia/Gonorrhea Test (rectal/phar)	Actual Cost
Hemoglobin.....	Actual Cost
Hep A Total	Actual Cost
Hep B IgM	Actual Cost
Hep Bc AB.....	Actual Cost
Hep Bs AB.....	Actual Cost
Hep B AG	Actual Cost
Hep C Screen.....	Actual Cost
HIV.....	Actual Cost
Measles / Rubeola	Actual Cost
Mumps IgG.....	Actual Cost
Orasure Test.....	Actual Cost
Pap Smear	Actual Cost
Pregnancy Test.....	Actual Cost
QuantiFERON	Actual Cost
Syphilis	Actual Cost
Urinalysis.....	Actual Cost
Venipuncture	Actual Cost
Wet Mount	Actual Cost

OTHER CHARGES

Vital Statistics Certified Copy	Set by ORS 432.146
Medical Record Copy	\$5 per ¼ hour plus 25 cents per page
Minimum request Fee for Medical Record	\$5

*Immunizations Note: Per Oregon Health Authority guidelines, state provided vaccines will be used for all who qualify. Otherwise, all immunizations charges are actual cost. All current prices are subject to change due to acquisition changes.

**Office Visits Note: Clinic Staff will determine if you are eligible for low cost or no cost counseling, laboratory services and / or medications based on Oregon Public Health Division programs.

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***Family Planning Office Visits Note: Per the Federally approved Family Planning sliding fee scale will be applied when appropriate to CCare and Title X clients.

****Supplies Note: Cost of supply + shipping/handling charges and shelving cost (10 percent above cost, shipping and handling). All current prices are subject to change due to acquisition changes.

****Lab Note: All lab tests are actual cost. All current prices are subject to change due to acquisition changes.

BABIES FIRST

Babies First Services – State Set\$310.42

CaCoon (Care Coordination) – State Set \$310.42

The current fee charged for Babies First and CaCoon is \$460.36 per visit. However, the County must provide a revenue match that adjusts this fee downward to what the County actually keeps.

ONSITE WASTEWATER MANAGEMENT

RESIDENTIAL FEES **County** **DEQ** **Total Fee**

New Site Evaluations

Single Family Dwelling – First lot..... \$750 \$100 \$850

Each additional lot evaluated during initial visit \$750 \$100 \$850

Construction Installation Permits

New Construction-Standard trench, redundant,
absorption in Sapolite, steep slope, aerobic \$1100 \$100 \$1200

New Construction-Alternative Treatment Tech (ATT),
capping fill, pressurized, tile dewatering \$1350 \$100 \$1450

New Construction-Sand filter bottomless,
recirculating gravel \$1650 \$100 \$1750

New Construction-Install holding tank \$950 \$100 \$1050

New gray water disposal sump \$495 \$100 \$595

Pump or siphon system needed-in addition to permit fee \$80 \$100 \$180

Repair Residential-Minor (tank to distribution box) \$290 \$100 \$390

Repair Residential-Major (drain field)..... \$590 \$100 \$690

Alterations-Minor (tank to distribution box) \$300 \$100 \$400

Alterations-Major (drain field) \$610 \$100 \$710

Reinstatement, Transfer, Renewals

(original permit within 1 yr of expiration)-No visit \$175 \$100 \$275

Reinstatement, Transfer, Renewals-Visit..... \$570 \$100 \$670

Other Onsite Activities

Authorization Notice-no visit \$175 \$100 \$275

Authorization Notice-Visit

(required on systems greater than 10 years old).....\$675 \$100 \$775

Existing System Evaluation-Visit (includes time of sale inspection,

review, other system evaluations) \$200 \$100 \$300

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

Mobile Hardship Renewal Authorization

Field visit required	\$360	\$100	\$460
No field visit required	\$175	\$100	\$275

Miscellaneous

Research fee per quarter hour	\$20	\$20
Ordinance 901 Septic System Review	\$130	\$130
Records request fee, plus .25 cents a copy	\$4	\$4
EH field time (re-inspections, compliance) hourly, prorated at 15-minute increments	\$300	\$300

COMMERCIAL FEES County Fees Based on Gallons Per Day (gpd) DEQ

New Site Evaluations First 10001001-15001501-20002001-2500

Commercial Facility System

-First 1,000 gallons projected flow	\$750	\$935	\$1125	\$1320	\$100
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Construction Installation Permits..... First 10001001-15001501-20002001-2500

New Construction-Standard trench, redundant, absorption in

saprolite, steep slope, aerobic	\$1100	\$1200	\$1310	\$1415	\$100
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New Construction-Alternative

Treatment Tech (ATT), capping fill,

pressurized, tile dewatering	\$1350	\$1430	\$1515	\$1600	\$100
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New Construction-Sand filter

bottomless, recirculating gravel	\$1650	\$1800	\$1860	\$1960	\$100
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New Construction-Install holding tank	\$1050	\$1100	\$1150	\$1250	\$100
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New gray water disposal sump	\$495	\$600	\$700	\$800	\$100
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Minor Repair Permit (tank to distribution box)	\$500	\$100
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Major Repair Permit (drain field)	\$1100	\$100
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Reinstatement, Transfer, Renewals

(original permit within 1 yr of expiration)-No Field visit	\$175	\$100
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Reinstatement, Transfer, Renewals- Field Visit	\$570	\$100
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Other Onsite Activities

Authorization Notice-no visit	\$175	\$100
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Authorization Notice-Visit

(required on systems greater than 10 years old)	\$675	\$100
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Pumper Truck Inspection	\$110
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each additional truck per same visit	\$55
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Annual Holding Tank Report Fee	\$31
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Annual Operation & Maintenance Report Fee	\$62
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CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

Miscellaneous

Research fee per quarter hour.....	\$20.00
Records request fee, plus .25 cents a copy	\$4
EH field time (re-inspections, compliance) hourly, prorated at 15-minute increments	\$300

N. PUBLIC WORKS

Roads Division

Permits

Operations on County or Public	\$-0-
Road Approaches	\$-0-

Engineering Review

Development Engineering Review	\$100/hr
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Printing and Photocopy per A&T Fee Schedule

Will follow A&T/GIS fee schedule for maps produced by Roads GIS personnel

Surveyor Division

Survey Recording	\$395*
Affidavit of Correction	\$105

Subdivision Approval

Pre Monumented.....	\$1790* + \$26 per lot
Post Monumented.....	\$2400* + \$50 per lot
Condominium Approval	\$2,570* + \$50/per UNIT
Repeated Field Checks	\$100 per hour
Repeated Office Checks	\$50 per hour
Partition Approval.....	\$1,100*
Certified Copies.....	\$10
Additional Page	\$2
Vacation Index.....	\$200
Road Vacation	\$5786 + any additional costs

*cost includes first 5 pages \$25 for each additional page

Black and White Printing

8.5 x 11.....	\$0.25 per page
11 x 17.....	\$1.50 per sheet
18 x 24.....	\$2 per sheet
24 x 36. \$5 per sheet Emailed images	\$2 per document

Color Printing

8.5 x 11.....	\$5
11 x 17.....	\$8

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

Emailed images\$5 per document

O. SHERIFF'S OFFICE PAROLE AND PROBATION SERVICES

Supervision Fees (Monthly)	\$40
Electronic House Arrest/Electronic Monitoring (Intake)	
A. Intake	\$50
B. Daily Rate	\$15
Community Service Intake (Each Occurrence)	\$50
Compact Administration (One Time Fee)	\$200
Compact Administration (Money Order)	\$50
Urinalysis Test (Per Test)	\$10
Treatment (Reimbursements Only)	Contracted Rate
Polygraph (Reimbursements Only)	Contracted Rate
DNA Test (Statutory Requirement)	\$10
Subsidy (Reimbursement Only)	Amount Given
ADES Evaluation	By Statute
Treatment Referral Fee	No Charge
Polygraph Admin Fee	\$50
UA Lab Processing Fee	Contract Rate
Dept of Revenue Fee	\$63

SHERIFF – CORRECTIONS DIVISION

Work Crew - Daily	\$10
Electronic Monitoring - Daily	\$15
Electronic Monitoring – Intake	\$50
Fingerprinting	\$20
Prisoner Boarding – Daily	\$100
Medical	Actual Cost

SHERIFF – SUPPORT & CIVIL

Police Reports ORS 192.324(4)(a)	\$10
Photos on CD/Thumb drive	\$20
Redaction of Body Cam Video	Actual Cost
Real & Personal Property Sales Processing Fee	\$350 Actual Cost
..... (Material & personnel costs; posting of notices; newspaper & OSSA website advertisements)	
County Based Background Check	\$20
Alarm Permits	\$25
Alarms – Response penalty billable	\$100
Concealed Handgun License ORS 166.291(1)(a)	By Statute
Concealed Handgun License Finger Print Fee ORS 166.291(1)(a)	By Statute
Writ of Garnishments ORS 18.652(5)	By Statute
For service of notice process ORS 21.300(1)(a)	By Statute
Eviction Enforcement – Baseline Fee ORS 21.300(1)(b)	By Statute
Other Enforcement (Writ of Execution, Order of Assistance, etc.) ORS 21.300(1)(b)	By Statute

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

Conveyance of real property ORS 21.300(1)(c) By Statute
Vehicle Impound\$50

Vehicle/Equipment Storage – Daily\$10
Cost for travel in excess of 75 miles to service location ORS 21.300(4) By Statute
Vehicle Rent + Federal Mileage Rate – Daily\$25
Command Vehicle – Daily \$200
Deputy Sheriff Actual Cost
Equipment..... Actual Cost
Reserve DeputiesActual Cost
Notary Fee.....\$10

Public Records Research Fees – Actual or average cost may include supervision, overhead, equipment, and/or rate/wage of the employee(s) involved. Applicable to all disciplines.

Research fee – at cost..... Actual Cost as per the above