



# CLATSOP COUNTY

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

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Wednesday, October 14, 2020

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**BOARD OF COMMISSIONERS:**

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

[commissioners@co.clatsop.or.us](mailto:commissioners@co.clatsop.or.us)

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### JOIN THE BOARD OF COMMISSIONERS VIRTUAL MEETINGS

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

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

**To join the meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/793513109>

**You can also dial in using your phone.**

United States (Toll Free): **1 877 309 2073**

United States: **+1 (646) 749-3129**

**Access Code:** 793-513-109

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

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### WORK SESSION: 5:00 PM

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

Board Communication {5 min}

Discuss Formal Agenda {5 min}

**TOPICS:**

1. Public Health Update {5 min}
2. Columbia Pacific CCO Report {15 min} {Page 4}

- [3.](#) Fair Board Appointment {5 min} {Page 22}
  - [4.](#) Legislative Consultant Contract {5 min} {Page 27}
  - [5.](#) Jail Relocation Project – Guaranteed Maximum Price (GMP) Contract - Amendment #3 {15 min} {Page 29}
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## **REGULAR MEETING: 6:00 PM**

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

### **ROLL CALL**

### **AGENDA APPROVAL**

### **PROCLAMATION**

- [6.](#) Domestic Violence Awareness Month {Page 39}

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

### **CONSENT CALENDAR**

- [7.](#) Board of Commissioners Meeting Minutes 8-26-20 {Page 43}
- [8.](#) Board of Commissioners Meeting Minutes 9-9-20 {Page 58}
- [9.](#) Approve the 2020-21 Budget and Appropriation Adjustment {Page 61}
- [10.](#) Amendment #7 to IGA Mental Health, Addiction and Problem Gambling Services with Oregon Health Authority (OHA) {Page 65}
- [11.](#) Amendment #8 to IGA Mental Health, Addiction and Problem Gambling Services with Oregon Health Authority (OHA) {Page 75}
- [12.](#) Intergovernmental Agreement Amendment # 15 with Oregon Health Authority (OHA) {Page 81}
- [13.](#) Oregon State Marine Board Facility Grant Intergovernmental Agreement 1660 {Page 112}
- [14.](#) Legislative Consultant Contract {Page 132}
- [15.](#) Contract Amendment with County Manager Don Bohn {Page 139}
- [16.](#) Accept High Bids from County surplus auction {Page 141}
- [17.](#) Seaside School District Reversionary Clauses {Page 158}
- [18.](#) North Coast Land Conservancy Land Transfer & Stipend {Page 161}
- [19.](#) Purchase of 2021 Ford F150 Pickup {Page 176}
- [20.](#) Set a Hearing Date for the vacation of portions of various streets {Page 184}

### **COMMISSIONER'S LIAISON REPORTS**

### **COUNTY MANAGER'S REPORT**

### **BUSINESS AGENDA**

- [21.](#) Appointment of Board of Property Tax Appeals (BoPTA) Members {Page 193}

**GOOD OF THE ORDER  
ADJOURNMENT**

**EXECUTIVE SESSION**

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

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Agenda packets also available online at [www.co.clatsop.or.us](http://www.co.clatsop.or.us)

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

# Board of Commissioners Clatsop County

## WORK SESSION AGENDA ITEM SUMMARY

October 14, 2020

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**Topic:** Columbia Pacific CCO Report  
**Presented By:** Nancy Knopf, Brooke Stanley, Angel Escobedo, CPCCO

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**Informational Summary:** Columbia Pacific CCO Community Health Partnerships Director Nancy Knopf, Community Health Improvement Coordinator Brooke Stanley and Senior Program Development Specialist Angel Escobedo will present the CCO report on its programs, initiatives and response to COVID-19.

### Attachment List

A. CPCCO Report for October 2020

# Columbia Pacific CCO

## Regional Health Improvement Plan (RHIP)

Presentation to Clatsop County Commissioners  
October 14, 2020

**Regional Health Assessment & Regional Health Improvement Plan 2019**  
Region includes: Clatsop, Columbia, and Tillamook Counties

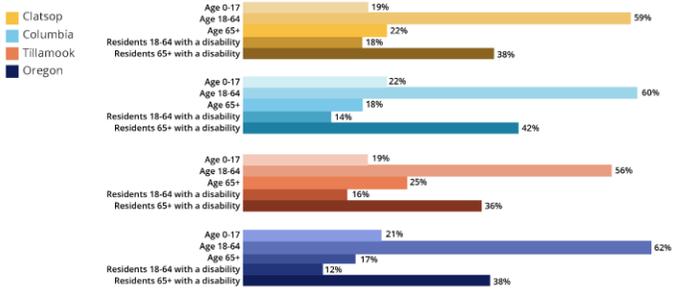


Columbia Pacific CCO

**Regional Health Assessment Overview**

This Regional Health Assessment is the culmination of an 18-month process of community engagement and discovery; it combines community voice with health status data to describe the health-related strengths in the region as well as its leading health challenges. The 2019 Regional Health Assessment illustrates the health status of each county within the region as compared to the rest of the state. This assessment was primarily developed to inform the health priorities and strategies in the Regional Health Improvement Plan (pages 38-57); however, community members and decision makers are encouraged to use this resource in other planning efforts.

**Figure 2: Population by age and disability**



County	Age 0-17	Age 18-64	Age 65+	Residents 18-64 with a disability	Residents 65+ with a disability
Clatsop	19%	59%	22%	18%	38%
Columbia	22%	60%	18%	14%	42%
Tillamook	19%	56%	25%	16%	36%
Oregon	21%	62%	17%	12%	38%

Source: U.S. Census Bureau, 2018 and American Community Survey, 2012-2016

**Community Resilience and Trauma Informed Care**

**Rationale**

Research points to trauma informed care as a way to increase resiliency and reduce the impact of Adverse Childhood Experiences (ACEs). ACEs have been linked to risky health behaviors, chronic health conditions, not meeting developmental benchmarks, and early death. The risk for each of these outcomes increases as an individual's ACE exposure increases. Adults who were exposed to four or more categories of ACEs are seven times as likely to experience alcoholism; three (men) to five (women) times as likely to experience depression; 13 times as likely to attempt suicide; and 10 times as likely to use IV drugs. Supports and services that build resilience are important to the improvement of health and well-being.

**Goals**

1. Understand baseline/readiness of organizations for trauma informed care in multiple sectors;
2. Improve capacity and reach of trauma informed supports and service in programs, organizations, and across sectors;
3. Implement best practices that create resilience in children and families using the trauma informed lens.

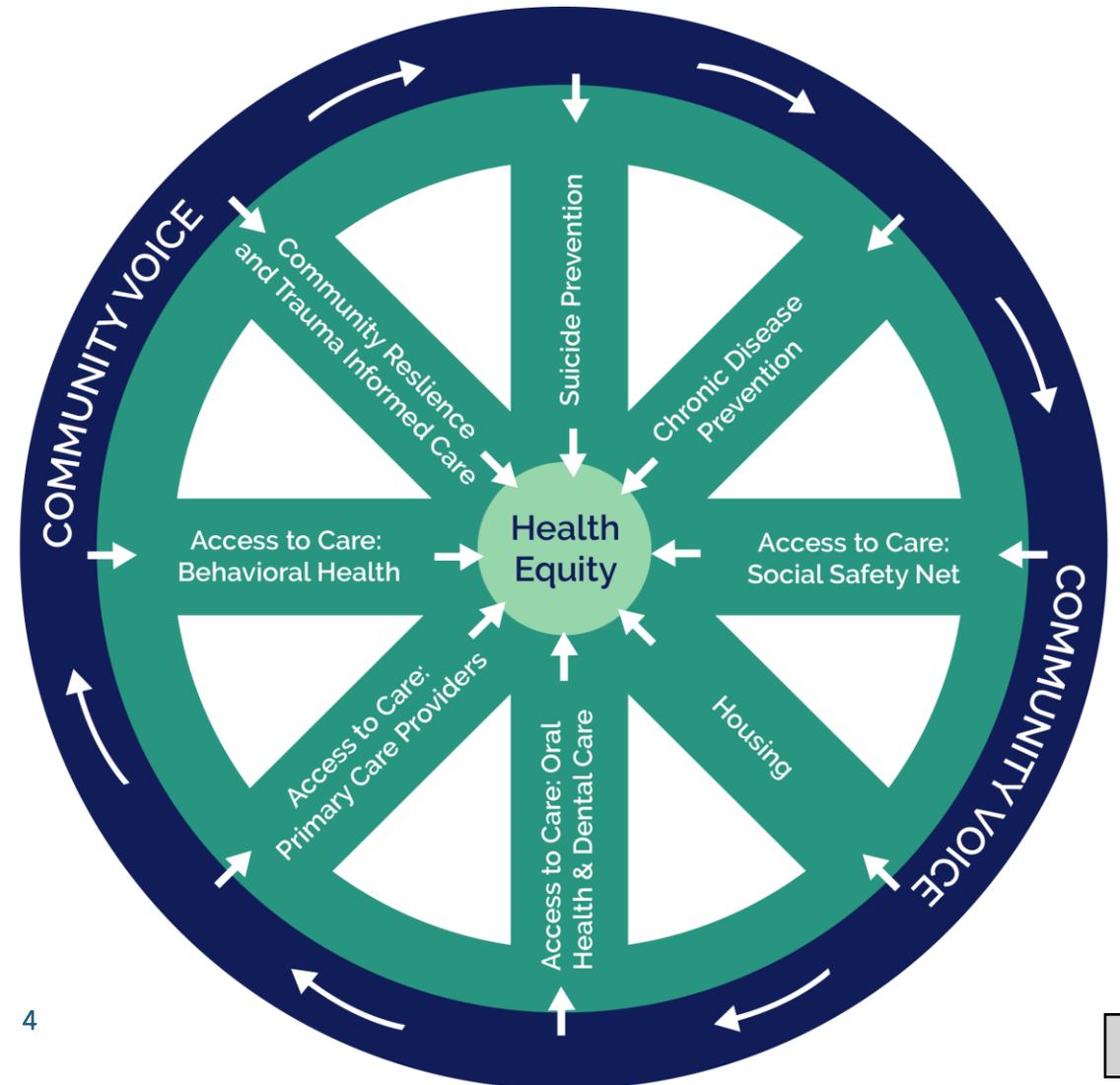
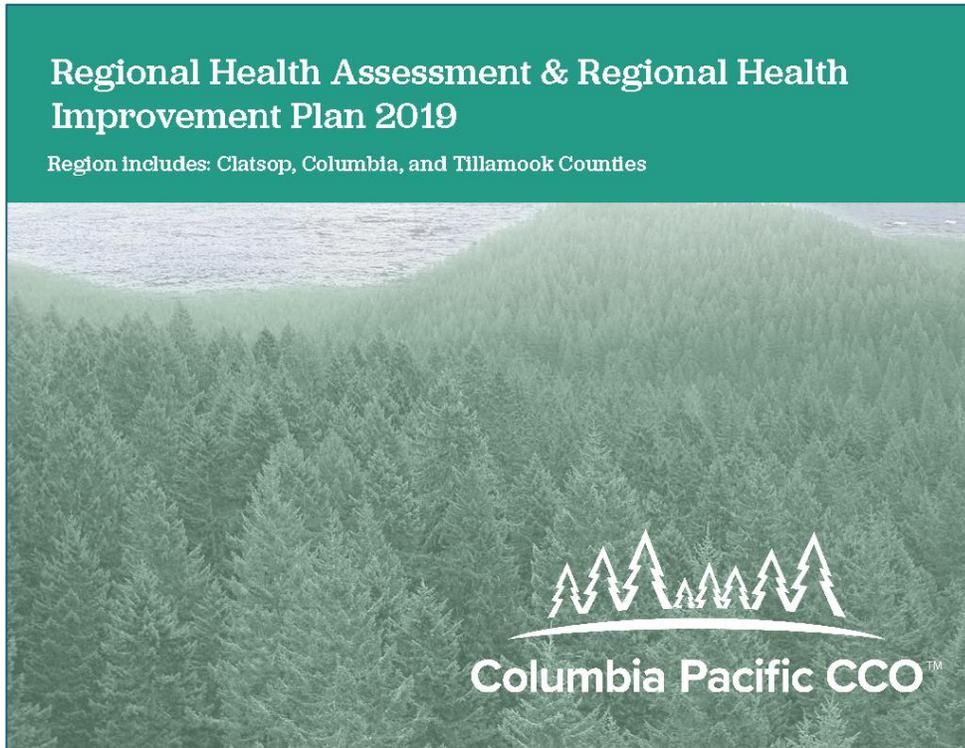
# Overview

- COVID response (2 min) – Nancy Knopf
- RHIP dashboard (3 min) – Brooke Stanley
- Deep Dive into Trauma Informed Care (10 min) – Angel Escobedo
- Questions?

# COVID-19 Response

- Regional Care Team Outreach to at risk members
- \$500,000 in emergency funding to 24 organizations in the region (10 in Clatsop County)

# Regional Health Improvement Plan (RHIP)



# RHIP Dashboard

- Community Engagement in System Change Efforts
- Transparency, accountability, and high-level view of progress
- To celebrate improvements, investigate needs, and inform collaborators
- 2 indicators for each of the 8 RHIP priority areas
- Indicators chosen to show quarterly progress
- Dashboard is LIVE, and will be posted on our website in October
- Some data is still in-process

# RHIP Dashboard

Each blue title is the RHIP priority area the indicators connect to.

The dashboard features a top navigation bar with an 'Edit' button, a title 'Regional RHIP Dashboard', and utility icons for globe, list, monitor, print, settings, and share. The main content is organized into a grid of indicator cards, each with a blue header representing a priority area. A 'Resources' section is located at the bottom right.

Primary Care	Behavioral Health	Oral Health	Chronic Illness Prevention
PCP Engagement: Adults <b>47%</b>	MH Engagement <b>23.07%</b>	Oral Health Engagement: Adults <b>32%</b>	Served by Funded Programs <b>0</b>
PCP Engagement: Peds <b>54%</b>	SUD Engagement <b>7.87%</b>	Oral Health Engagement: Peds <b>46%</b>	Harm Reduction Use <b>13</b>

Trauma-Informed Care	Social Safety Net	Suicide Prevention	Housing
Certified Traditional Health Workers <b>16</b>	Community Help Desk Use <b>438</b>	Trained Trainers <b>18</b>	Housing Stabilization Access <b>1343</b>
Organizations in TIC Network <b>46</b>	Organizations Active On Unite Us <b>-</b>	Crisis Line Use <b>754</b>	Houselessness Service Access <b>269</b>

**Resources**

- Indicator Descriptions
- OHA CCO Metrics

**Columbia Pacific CCO**  
Part of the CareOregon Family

Clicking here will take you to our Regional Health Improvement Plan on our website.

Clicking here will take you to a document with plain language technical descriptions of the data.

# RHIP Indicator Descriptions

For people who want to dig a little deeper into what a Key Performance Indicator (KPI) means, where we are getting the data, and why we chose it, this document offers what a dashboard just can't. It will be publicly available via the Resources section of the dashboards.

## Trauma-Informed Care

### Certified Traditional Health Workers

Measure Description: Number of [traditional health workers](#) (THWs) who are certified and registered with the Oregon Health Authority. Included THW worker types are doulas, peer support specialists, peer wellness specialists, personal health navigators, and community health workers.

Data Source: [Traditional Health Worker Registry](#)

Timeline: Quarterly

Purpose: THWs fill an important, trauma-informed care role in the continuum of health providers in that they often represent the community they're working closely with. This includes people with lived experiences related to mental health, people with chronic conditions, and people who belong to underserved communities. They also functionally build bridges for people from social needs to clinical needs and help cut down on the burdens that come with navigating competing, complicated systems. Increased access to such workers is necessary in building trauma-informed communities.



# Becoming a Self-Healing and Resilient Community: Building Trauma-Informed Networks

# ACEs and the Impact of Trauma

- Adverse Childhood Experiences (ACEs) are linked to chronic health problems
- The higher a person's ACE score, the higher their risk of health and social problems
- People with an ACE score of 4 or higher are at higher risk for serious outcomes
- Higher ACE scores are more likely reported by populations who identify as black, multiracial, lower income or with less than a high school education



# Overcoming and Healing Trauma

- Physically and emotionally safe caregivers and environments build resilience and reduce the negative effects of ACEs
- Community and institutional support utilizing trauma-informed approaches can help families heal, overcome trauma and transform their health trajectories



# What are the Networks?

- The networks bring together providers and organizations from critical sectors i.e. education, healthcare, child welfare, criminal justice, business and the community
- The networks coordinate and improve trauma-informed and resilience-building strategies and promote the adoption and expansion of TIC across sectors and services
- The networks are led by a steering committee made up of local leaders
- The goal of the networks is to increase resilience and wellbeing of children and families



# Resilient Clatsop County Network Members

1. Astoria School District
2. Awakenings by the Sea
3. Clatsop CASA Program, INC.
4. Clatsop Behavioral Health
5. Clatsop Community Action
6. Clatsop Juvenile Department
7. Clatsop County Public Health
8. Columbia Memorial Hospital
9. Consejo Hispano
10. Department of Human Services (District #1)
11. Helping Hands
12. Jewell School District
13. Knappa School District
14. Northwest Oregon Housing Authority
15. Northwest Regional Education Service District
16. Seaside School District
17. Seaside Public Library
18. Sunset Empire Park and Recreation District
19. The Harbor
20. Warrenton-Hammond School District

[colpachealth.org](http://colpachealth.org)

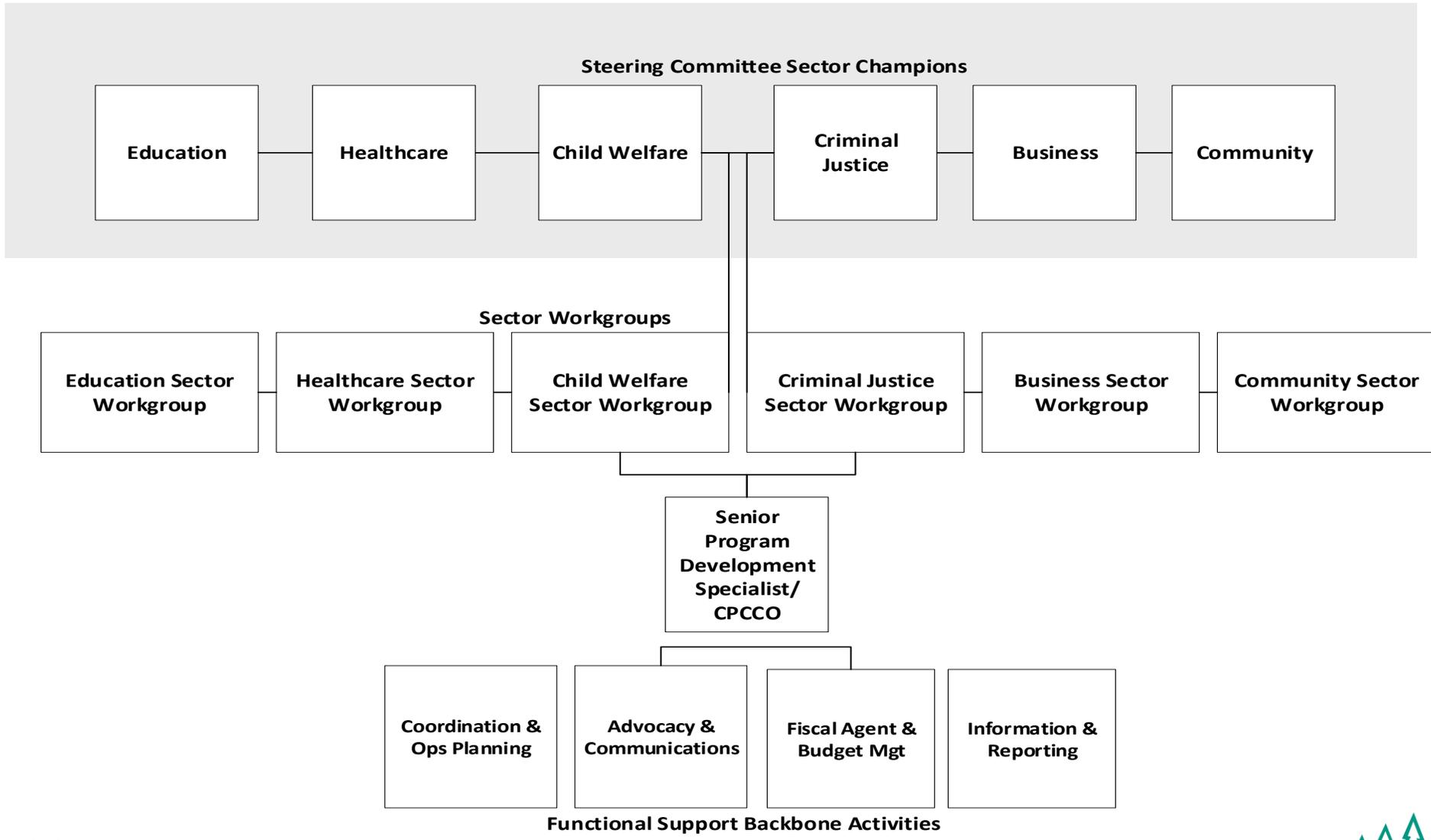
Agenda Item #2. [book.com/columbiapacificcco](http://book.com/columbiapacificcco)

# Accomplishments to Date

- Developed mission, vision, values, roles and responsibilities and decision-making processes
- Brought together member organizations for collective impact visioning and workshop
- Designed network architecture
- Outlined two-year timeline and strategic framework
- Developed and approved five-year strategic plan for each network
- Onboarded 46 organizations
- Rolled out initial projects as a network



# Trauma-Informed Network



# The Way Forward: Next Steps

- Put together an investment package for Columbia Pacific CCO Board approval
- Launch the networks
- Implement strategic plans
- Develop communication plans
- Continue growing the networks

**colpachealth.org**

Agenda Item #2.

[book.com/columbiapacificcco](http://book.com/columbiapacificcco)

15



Columbia Pacific CCO

Page 19

# Get involved

- Are there organizations you think should be involved that aren't yet?
- Would you like to meet 1:1 to learn more about the network?
- Feel free to reach out to Angel Escobedo ([escobedo@careoregon.org](mailto:escobedo@careoregon.org)) if you have any questions or comments.



# Thank you, Questions?

Brooke Stanley

Community Health Improvement Coordinator

Columbia Pacific CCO

503-416-3752

stanleyb@careoregon.org

Angel Escobedo

Senior Program Development Specialist

Columbia Pacific CCO

503-416-3688

escobedoa@careoregon.org

Nancy Knopf

Director, Community Health Partnerships

Columbia Pacific CCO

503-416-5953

knopfn@careoregon.org

# Board of Commissioners Clatsop County

## WORK SESSION AGENDA ITEM SUMMARY

October 14, 2020

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**Topic:** Fair Board Appointment  
**Presented By:** John Lewis, Fair Manager

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**Informational  
Summary:**

Following the Fair Board resignation of Jack Edwards, there is a vacancy on the Board that is set to expire December 31, 2020.

The vacancy for a replacement was advertised for 30 days and two applications were, Mary Olson & Matthew Bellingham.

Mary Olson:

- Clatsop County resident for 10 years;
- District Technician, Clatsop Soil & Water Conservation District
- Involved in the timber industry serving on various Boards and Councils.
- Active fair participant

Matthew Bellingham:

- Clatsop County resident for 35 years;
- Manager, Costco Wholesale
- Clatsop County 4-H Fair barn superintendent, ring man, and volunteer.
- Active fair participant

The Fair Board is recommending appointing Matthew Bellingham for the completion of this term through December 2020.

### Attachment List

A. Applications

COMMITTEE, BOARD OR COMMISSION APPLICATION  
CLATSOP COUNTY

Date: 8/28/2020

Mary Olson

Name

92626 TT Larson Rd

Mailing Address

Astoria, OR 97103

City



Street Address: same as above

Email: tamarack12@hotmail.com

Home Telephone: \_\_\_\_\_

Other Telephone: 406-396-9864

work  cell phone)

Current Occupation: District Technician, Clatsop Soil and Water Conservation District

Years Resident of County: 10.5

Do you live within the city limits:  Yes  No

In which Commission District do you reside:  1  2  3  4  5

Committee, Board of Commission Applied for:

1. Clatsop County Fair Board
2. \_\_\_\_\_
3. \_\_\_\_\_

Background (Relevant education, training, experience, etc.):

I have experience developing and managing budgets in the tens of thousands of dollars and reviewing and forecasting for budgets in the millions. I served as an industry representative for reviewing and approving/denying the budget for Oregon Dept. of Forestry's fire program annually for 5 years. I have served on other boards including the Northwest Oregon Forest Protection Association and the Clatsop Safety Council. I have a B.S. in Forest Products and have worked as a forester, outreach coordinator, and natural resources professional and also have a many years of experience in food service.

I am very detail oriented and not afraid to ask questions or for further clarification. I try to keep up on what is going on in the county with all of the boards.

Please complete other side →

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

I have attended or participated in the county fair every year since I have lived here. I have seen some great improvements and I think there is more to be done. I have also attended fairs and events at fairgrounds throughout the Pacific Northwest my whole life. What I have to offer is attention to detail and a wide range of experience. I think there is a lot of opportunity to attract more events to the fairgrounds and not just during fair time. I have a lot of experience developing, managing, and reviewing budgets and supervising projects. I am very familiar with public meeting laws and requirements. I think I can offer a new perspective and valuable insight. I hope you will consider me for this position.



Signature

**Return Form To: County Manager's Office**  
**800 Exchange St., Ste. 410**  
**Astoria, OR 97103**  
**Fax: 325-8325**  
email: [commissioners@co.clatsop.or.us](mailto:commissioners@co.clatsop.or.us)

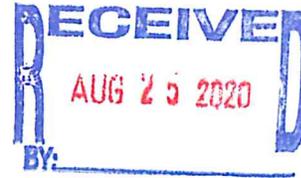
COMMITTEE, BOARD OR COMMISSION APPLICATION  
CLATSOP COUNTY

Date: 8-23-2020

Matthew E. Bellingham  
Name

90171 Logan RD  
Mailing Address

Astoria  
City



Street Address: 90171 Logan Rd Astoria, OR 97103 Email: MatthewBellingham10@gmail.com

Home Telephone: 503-325-9213 Other Telephone: 503-338-9734  
 work  cell phone)

Current Occupation: Manager at Costco Wholesale

Years Resident of County: 35

Do you live within the city limits:  Yes  No

In which Commission District do you reside:  1  2  3  4  5

Committee, Board of Commission Applied for:

- Clatsop County Fair Board
- \_\_\_\_\_
- \_\_\_\_\_

Background (Relevant education, training, experience, etc.):

AAS in Criminal Justice that came with a lot of Psychology, Sociology, and Public Speaking. I manage 8 employees, \$2.4M in sales, \$60K inventory monthly, and a salaries budget monthly. I have been a volunteer at the CCF since I was 9. I have assisted with numerous events outside of 4-H (ie: concerts, parking, rodeo, logging show etc..) I have been a Barn superintendent for the 4-H for 17 years.

Please complete other side →

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

I have always had a love for the CCF as well as the grounds itself. I grew up at our fairgrounds riding my bike there to help do whatever just for something to do year round. I grew up showing animals there and continued to volunteer after I was too old to show. I have taken great pride in our CCFG outside of just the 4-H program. I believe that the CCFG is one of the greatest assets that we have in our County. It is a place for our community to gather year round for almost any event. My biggest interest is the 4-H program that the CCFG supports and I recognize that will only continue with a well managed grounds. Over the past few years I have seen some great things happening at our CCFG and I would love to be a part of future planning and change. I believe that I will bring practicality, frugality, and a level head to the Board. As a father of five and a member of this community the future of the CCFG is very important to me.



Signature

**Return Form To:** County Manager's Office  
800 Exchange St., Ste. 410  
Astoria, OR 97103  
Fax: 325-8325  
email: [commissioners@co.clatsop.or.us](mailto:commissioners@co.clatsop.or.us)

# Board of Commissioners Clatsop County

## WORK SESSION AGENDA ITEM SUMMARY

October 14, 2020

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**Topic:** Legislative Consultant Contract  
**Presented By:** Monica Steele, Assistant County Manager

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**Informational  
Summary:**

In an effort to stay informed during the upcoming 2021 legislative session on any potential bills that could have an impact on Clatsop County, the County intends to contract with an experienced consulting firm to advise and assist in developing and executing effective legislative strategies to protect and advance the interests of the County and its Board of Commissioners relative to proposed legislative matters.

In August staff put an RFP out for legislative consulting services but unfortunately did not receive any responses. Based on previous experience staff reached out to PacWest Communications who has a strong track record working with rural and frontier counties. PacWest provided the attached document that includes information regarding their experience, qualifications of their staff, and the approach they take with their government affairs clients.

Staff followed up with an informal phone interview to discuss in more detail the proposed approach and contract amounts and based on conversations felt that PacWest would be a positive addition to the work that the Board of Commissioners and staff are trying to accomplish for the betterment of Clatsop County.

The contract and scope of work for these services can be found in this Board packet under the Regular Agenda information. The contract is for a not to exceed amount of \$45,500 for work performed from October 15, 2020 to October 31, 2021 for legislative consulting services.

**Attachment List**

A. N/A

# Board of Commissioners Clatsop County

## WORK SESSION AGENDA ITEM SUMMARY

October 14, 2020

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**Topic:** Jail Relocation Project – Guaranteed Maximum Price (GMP) Contract - Amendment #3 to CM/GC Contract C6871.

**Presented By:** David Dieffenbach, Capital Projects Manager

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**Informational  
Summary:**

The board approved the contract with Emerick Construction Company on May 8, 2019 for pre-construction services. The contract authorizes the CM/GC to bid out the project to establish GMP (Guaranteed Maximum Price). The next step is for the County to request from the Board a contract amendment to add the Jail Project construction work and to establish the GMP.

The jail management team directed the contractor to bid out the complete jail project, this is what establishes the Guaranteed Maximum Price (GMP). The bidding process was conducted by Emerick Construction our general contractor for this project. Emerick conducted the bidding by issuing notices of the project; placing advertisements in the Daily Journal of Commerce (DJC); in addition, Emerick sends out messages through their data base of sub-contractors to increase visibility of the project to as many potential contractors as possible. Emerick also hosted contractor walk-throughs at the project site so that contractors could gain a better understanding of the size and scope of the project. Within Emerick's website is the bidding software for the contractors to access necessary information and submit the project bids. The construction documents were completed by the architect DLR Group, and were placed on the Emerick web site and organized into categories allowing the sub-contractors to download and view the documents that pertain to their specialty.

The project was originally bid in May to establish the GMP. The plans had been completed to allow a full build out of the housing pods, which was to include 172 beds and allowing for eight classification types. Based on these plans the total of all the sub-contractor's bids came in substantially over the project budget. The architect was directed to go back to the drawing board, the project was re-designed in an effort to get the cost within the budgeted amount. The revised plans have 148 beds which was listed in the pre-bond information; with an alternate to add 12 beds for a total of 160 beds and reduces the classification to a total of six.

The project was re-bid in August with bids due on September 10, 2020. Several of the original bidders were asked to re-submit cost based on the revised drawings instead of opening up those categories of the work to all bidders; these included the mechanical & plumbing, electrical, site work and the security electronics & cell construction. On the date that bids were due, Western Oregon was experiencing substantial fire threats and many of the sub-contractors were forced to close their offices due to evacuations or public health and safety concerns; the jail management team along with our contractor felt extending the bidding dates an additional week was prudent action given the unforeseeable circumstances.

The re-bid cost from the many sub-contractors have been reviewed; along with the new cost from the retained sub-contractors. The total cost is now within the budget for the project. The GMP for the project will be \$24,468,062.

We had previously completed two EWA (Early Work Amendments). EWA #1, Foundation including piling, piles caps and grade beams. At a cost of \$705,820. Based on the redesign of the project the EWA #1 will now total \$632,587.

EWA #2, Demolition, Civil Site Work and Project Survey. At a cost of \$954,397. Based on the redesign of the project the EWA #2 will now total \$936,872.

### **Attachment List**

- A. GMP detail document.
- B. Approved site and floor plan.
- C. Draft GMP Amendment #3

# PROJE CLATSOP COUNTY JAIL RELOCATION - REBID

## Base Bid Headsheet

Bid Date/ September 10th, 2020

Section	Description	Sub Name	Buyout Total	Original Bid	Bid / Original Bid Delta
DIV 1	GENERAL REQUIREMENTS		\$ 1,089,745	\$ 1,089,745	\$ -
DIV 2	SITE CONSTRUCTION		\$ 426,915	\$ 477,525	\$ (50,610)
DIV 3	CONCRETE		\$ 3,810,491	\$ 5,107,336	\$ (1,296,845)
DIV 4	MASONRY		\$ 93,974	\$ -	\$ 93,974
DIV 5	METALS		\$ 706,213	\$ 612,260	\$ 93,953
DIV 6	WOOD & PLASTICS		\$ 266,240	\$ 403,836	\$ (137,596)
DIV 7	THERMAL & MOISTURE PROTECTION		\$ 1,577,098	\$ 2,360,941	\$ (783,843)
DIV 8	DOORS & WINDOWS		\$ 279,948	\$ 356,761	\$ (76,813)
DIV 9	FINISHES		\$ 1,750,785	\$ 1,938,415	\$ (187,630)
DIV 10	SPECIALTIES		\$ 129,285	\$ 159,127	\$ (29,842)
DIV 11	EQUIPMENT		\$ -	\$ 112,081	\$ (112,081)
DIV 12	FURNISHINGS		\$ 20,125	\$ 20,110	\$ 15
DIV 13	SPECIAL CONSTRUCTION		\$ 3,890,213	\$ 4,252,884	\$ (362,671)
DIV 21	FIRE SUPPRESSION		\$ 402,830	\$ 220,000	\$ 182,830
DIV 22	PLUMBING		\$ 1,640,152	\$ 2,047,558	\$ (407,406)
DIV 23	HVAC		\$ 1,579,426	\$ 2,166,852	\$ (587,426)
DIV 26	ELECTRICAL		\$ 1,400,000	\$ 1,196,900	\$ 203,100
DIV 27	COMMUNICATIONS		\$ 109,329	\$ 136,589	\$ (27,260)
DIV 28	ELECTRONIC SAFETY AND SECURITY		\$ 1,489,775	\$ 1,521,457	\$ (31,682)
DIV 31 / 33	EARTHWORK / UTILITIES		\$ 1,152,082	\$ 1,265,455	\$ (113,373)
DIV 32	EXTERIOR IMPROVEMENTS		\$ 236,985	\$ 450,544	\$ (213,559)
	UNSPECIFIED		\$ 191,120	\$ 268,120	\$ (77,000)
<b>Totals</b>			<b>\$ 22,242,731</b>	<b>\$ 26,164,496</b>	<b>\$ (3,921,765)</b>
	Estimating Contingency	0.00%		\$ -	\$ -
	Construction Contingency	2.50%	\$ 556,068	\$ 1,046,647	\$ (490,579)
	PP Bonds / Insurance / BR	2.37%	\$ 540,332	\$ 644,944	\$ (104,612)
	CM Fee	3.60%	\$ 840,209	\$ 1,002,879	\$ (162,671)
	CAT	0.57%	\$ 137,822	\$ 164,506	\$ (26,683)
	Preconstruction	LS	\$ 150,900	\$ 150,900	\$ -
	<b>TOTAL</b>		<b>\$ 24,468,062</b>	<b>\$ 29,174,372</b>	<b>\$ (4,706,310)</b>

MACC Budget	\$ 23,966,410
Delta	\$ 501,652

### Potential VE

Remove fall protection allowance	\$ (25,000)
Delete Mondo flooring at rec	\$ (35,000)
Alternate security ceiling at 2nd floor cells	\$ (108,500)
Lighting VE	\$ (30,500)
Eliminate static testing requirement for pile	\$ (25,000)
<b>Revised Delta</b>	<b>\$ 277,652</b>

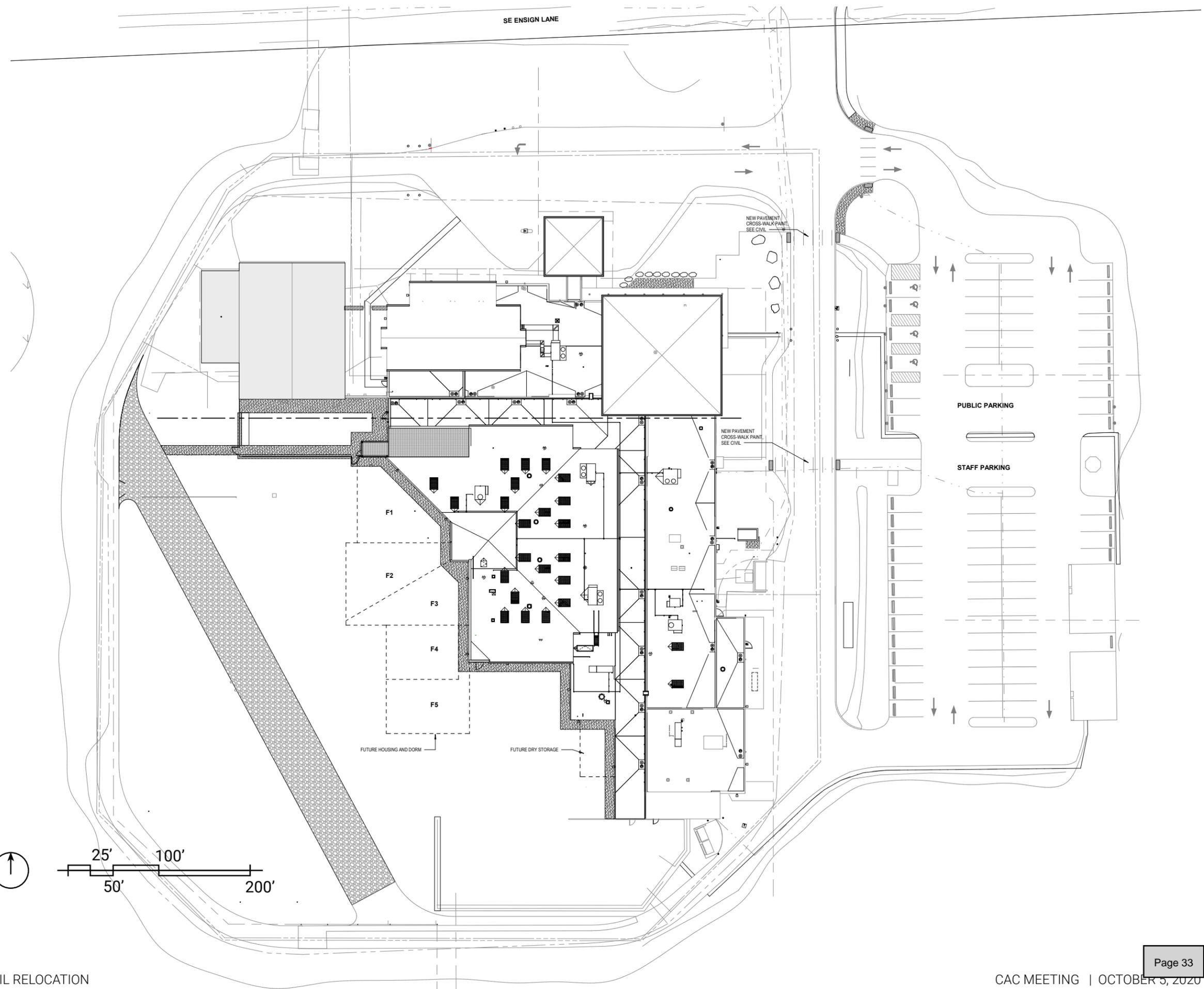
# CLATSOP COUNTY JAIL RELOCATION



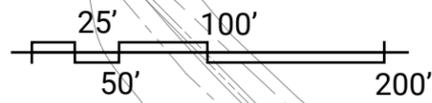
Architectural Presentation  
October 2020



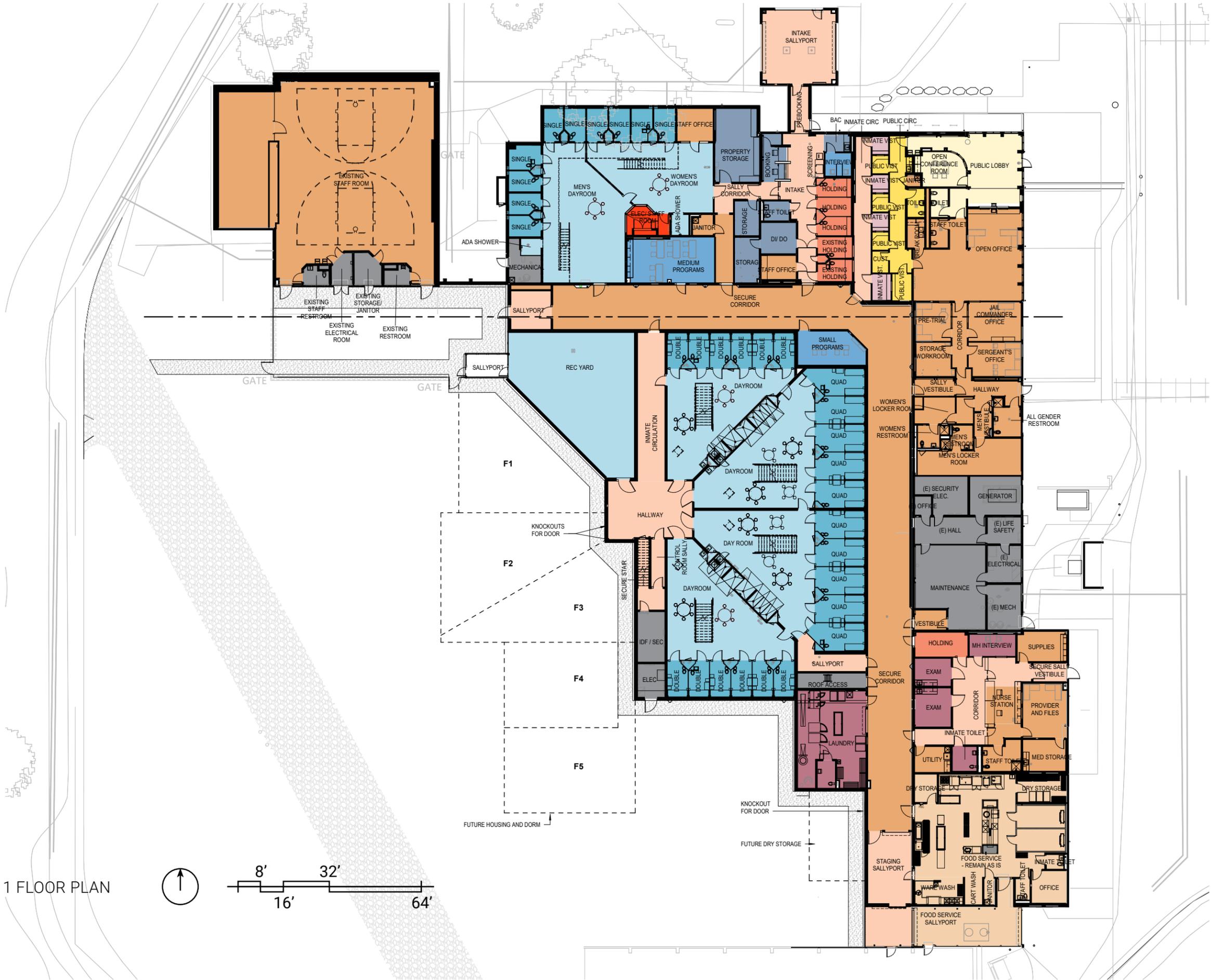
 DLR Group



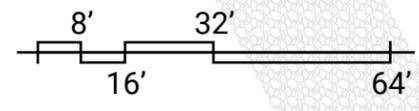
SITE PLAN



- LEGEND**
- CONTROL ROOM
  - DAYROOM
  - FOOD SERVICE
  - HOLDING
  - INMATE CIRCULATION
  - INMATE SUPPORT
  - INMATE VISITING
  - INTAKE - STAFF
  - MECHANICAL
  - PROGRAMS
  - PUBLIC
  - PUBLIC VISITING
  - RECREATION
  - SLEEPING
  - STAFF



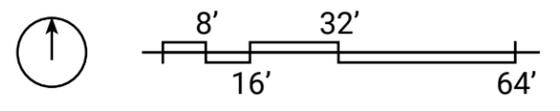
LEVEL 1 FLOOR PLAN





- LEGEND**
- CONTROL ROOM
  - DAYROOM
  - INMATE CIRCULATION
  - MECHANICAL
  - PROGRAMS
  - SLEEPING
  - STAFF

LEVEL 2 FLOOR PLAN



**EXHIBIT C**

**CM/GC CONSTRUCTION CONTRACT  
CONTRACT TRACKING NO. 2019-426**

**CONTRACT AMENDMENT NO. 3**

**GMP AMENDMENT**

Pursuant to Section 6 of the above-noted Contract dated 5/9/2019 ("Contract"), Clatsop County ("Owner") and Emerick Construction Company (CM/GC) ("Parties") hereby agree to this Contract Amendment No. 3 ("Amendment No. 3") to the Contract as follows.

1. GMP Established. The CM/GC's Guaranteed Maximum Price for the Work ("GMP") calculated pursuant to Section 6 of the Contract is \$24,468,062.
  
2. Contract Time. The CM/GC will achieve substantial completion of the work no later than \_\_\_\_\_.
  
3. Contract Documents. The above noted GMP and Contract Time are based upon the following Contract Documents, which are incorporated by reference into the Contract. [Attach as Exhibits or list date, author, and page numbers of each document.]
  - a. [List drawings, specifications, addenda, supplementary conditions and other documents that are not part of the contract documents prior to the amendment upon which the GMP is based.]
  
  - b. [List any allowances.]
  
  - c. [List any alternate and/or unit prices]

- d. [Include a detailed schedule of the work demonstrating how substantial completion will be achieved as set forth above.]
- e. [Include any other assumptions, modifications, or other documentation that went into development of the GMP.]

4. Prevailing Wage Rates. [Include this Paragraph 4 unless prevailing wages were set as part of an early work amendment]

- (a) This Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870. Each worker the Contractor, subcontractor or other person who is party to the contract uses in performing all or part of the Contract must be paid not less than the applicable prevailing rate of wage for each trade or occupation as defined by the Director of the State of Oregon Bureau of Labor and Industries ("BOLI") in the applicable publication entitled *Definitions of Covered Occupations for Public Works Contracts in Oregon*. The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The [date of most current publication] *Prevailing Wage Rates for Public Works Projects in Oregon*, the [date of most current publication] *PWR Apprenticeship Rates*, and [date of any amendments to the PWR rates or Apprenticeship rates since the most current publication of those rates]. Such publications can be reviewed electronically at [http://www.boli.state.or.us/BOLI/WHD/PWR/pwr\\_state.shtml](http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml) and are hereby incorporated as part of the Contract Documents.
- (b) This Contract is  /is not  also subject to payment of prevailing wages under the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.). Notwithstanding subsection k(i) of this Section, if this Contract is subject to payment of prevailing wages under the Davis-Bacon Act, Contractor and any subcontractors must pay the higher of the federal prevailing wage rate or the state prevailing wage. The latest state prevailing wages can be reviewed as set forth in subsection 7.a of this Section. The latest federal prevailing wage rates can be reviewed electronically at <http://www.wdol.gov/Index.aspx> (Search for Oregon, Clatsop County, Building Construction Type) and are hereby incorporated by reference as part of the Contract Documents. Contractors shall follow all prevailing wage rules including posting the Davis Bacon Poster at the worksite and submitting certified payroll records. The poster is available at <http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>. The payroll form is at <http://www.dol.gov/whd/forms/wh347instr.htm>.

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**Construction Manager/General Contractor**

Emerick Construction

**SIGNATURE**

I have read this Amendment No. \_\_\_\_\_, including the attached Exhibits and all referenced documents. I certify that I have the authority to sign and enter into this Contract. I understand the Amendment and agree to be bound by its terms.

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Name (please print) Date

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**CLATSOP COUNTY**

**SIGNATURE**

(This contract is not binding on the County until signed by the appropriate signing authority)

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Name (please print) Date

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# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

October 14, 2020

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**Issue/ Agenda Title:** Domestic Violence Awareness Month

**Category:** Proclamation

**Prepared By:** Theresa Dursse, Senior Administrative Supervisor

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

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**Issues Before the Commission:** Support and Approve the Domestic Violence Awareness Proclamation, authorizing the Board Chair to sign.

**Informational Summary:** Domestic Violence Awareness Month (DVAM) was first observed in October 1987. Two years later, in 1989, Congress designated October as Domestic Violence Awareness Month. Since then, three main focuses for DVAM have persisted: mourning those who have died because of domestic violence, celebrating those who have survived, and working to end the violence.

The Harbor is Clatsop County's certified advocacy center for survivors of domestic violence, sexual assault, and stalking. The Harbor's mission is to provide advocacy, prevention, and support, while promoting self-determination and hope for survivors. They do this by providing a number of free and confidential services, including: emergency, confidential shelter; assistance with protective orders; hospital and court accompaniment; a 24-hour crisis line; and, DSART (domestic and sexual assault response team) services, which work with law enforcement and health professionals to meet with survivors 24 hours a day for support, resources, and follow-up. Each year, 5% of Clatsop County residents access The Harbor's services.

**Fiscal Impact:** NA

**Options to Consider:**

1. Support the Proclamation of proclaiming October as Domestic Violence Awareness Month
2. Do not approve.

**Staff Recommendation:** Option # 1

**Recommended Action:** *Support the Domestic Violence Awareness Proclamation..*

**Attachment List**

- A. Copy of Domestic Violence Awareness Month Proclamation

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



IN THE MATTER OF PROCLAIMING )  
OCTOBER 2020 AS DOMESTIC VIOLENCE ) **RESOLUTION AND ORDER**  
AWARENESS MONTH )

**WHEREAS:** the first Domestic Violence Month was observed in October 1987, the same year that saw the initiation of the first national domestic violence toll-free hotline and in 1989 Congress designated October as national Domestic Violence Awareness Month; and

**WHEREAS:** domestic violence is a pattern of assaultive and coercive behaviors – including physical, psychological, sexual and economic abuse; social isolation and stalking – that are used to maintain power and control over a person’s intimate partner; and

**WHEREAS:** the crime of domestic violence violates an individual’s dignity, safety and basic human rights; and

**WHEREAS:** domestic violence is the single largest cause of injury and homicide for women; and

**WHEREAS:** children exposed to domestic violence experience terror, isolation, guilt, helplessness and grief and have a higher risk of engaging in criminal behavior and substance abuse, and becoming victims of crime; and

**WHEREAS:** domestic violence is the single largest cause of injury and homicide for women; and

**WHEREAS:** domestic violence impacts the health and well-being of our community; and

**WHEREAS:** it is incumbent on every citizen to play a role in preventing and ending domestic violence.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Board of County Commissioners of Clatsop County proclaim October 2020 to be

**Domestic Violence Awareness Month**

DATED this 14th day of October, 2020

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

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Kathleen Sullivan, Chair

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**Clatsop County  
Board of Commissioners  
Minutes  
Wednesday, August 26, 2020**

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**REGULAR MEETING: 6:00 PM**

**ROLL CALL**

**PRESENT**

Commissioner Sarah Nebeker  
Commissioner Lianne Thompson  
Commissioner Mark Kujala  
Commissioner Pam Wev  
Chair Kathleen Sullivan

**AGENDA APPROVAL**

*Motion made by Commissioner Nebeker, Seconded by Commissioner Thompson, to approve the agenda as presented.*

Wev requested that Consent item #8, Human Services Advisory Council Bylaws Revision, be removed and discussed at a later work session. She believed the Advisory Council's request was unusual, she wanted more details from Staff about why the request had been made, and she had questions about the responsibilities of the Council.

Bohn recommended the Advisory Council's bylaws be discussed at a work session and then the request could be voted on at a future meeting.

All of the Commissioners agreed to discuss the item at a work session.

Nebeker withdrew her motion.

*Motion made by Commissioner Thompson, Seconded by Commissioner Wev to approve the amended agenda.*

*Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala, Commissioner Wev, Chair Sullivan*

**PRESENTATION**

3. Oregon Department of Forestry {Page 18}

Andrew White, NW Oregon Area Director, Oregon Department of Forestry (ODF), gave a brief overview, noting the district's boundaries, goals, and objectives.

Sullivan noted that at the work session, the presentation listed "social" first and "economic" second, which was different from past presentations. She looked forward to a conversation on the significance of that change.

1 Liz Dent, State Forest Division Chief, ODF, explained that the order of the words was  
2 switched so the materials matched the wording in the Oregon Administrative Rule and  
3 Statute.

4 Brett Bronscombe, National Policy Consensus Center, Portland State University, briefly  
5 presented on the Center's role in the habitat conservation project. He listed several of  
6 the other organizations that were also participating in the project and noted which  
7 industries would be impacted.

8 Dent provided an overview of ODF's efforts to create a Habitat Conservation Plan  
9 (HCP). Her presentation included State requirements, contributing partners and  
10 organizations, the purpose and contents of an HCP, how the plan will be used, and next  
11 steps. She also noted that materials had been provided to Commissioners prior to the  
12 meeting.

13 Nebeker asked for details about the Coho salmon lawsuits and the potential impact on  
14 timber harvests.

15 Dent explained that ODF was being sued by the Center for Biologic Diversity and other  
16 conservation organizations, claiming that ODF is taking Coho with its current Forest  
17 Management Plan. ODF was granted a stay until October. The plaintiffs may ask for a  
18 preliminary injunction, which if granted would prevent ODF from harvesting until the  
19 case was decided.

20 Nebeker asked if the State and County would be protected from litigation if an HCP was  
21 already in place.

22 Dent said with an HCP, anything related to threatened or endangered species would  
23 have been directed at federal agencies.

24 Thompson stated she theoretically liked the idea of an HCP. Forest management and  
25 fire protection requires money, and she wanted it understood the plan indicated there  
26 was a 60-year dip in revenue.

27 Dent confirmed with Thompson that she was referencing the work done by Mason,  
28 Bruce, and Girard (MB&G). She noted that the data ODF provided to MB&G was  
29 preliminary and many other models have been done since then. She explained that the  
30 dip reflected a departure from anticipated average harvest levels and efforts to  
31 decrease the percent of departure. Averaging the harvest levels each year is a business  
32 decision that allows for stable and predictable income and a sustainable forest. She  
33 clarified her objective was just to provide information and she encouraged the County to  
34 weigh in on the information she provided.

35 Wev stated the County's Comprehensive Plan had a lot of issues with the forestry goal  
36 that are currently being addressed. The issues were on topics she assumed would be  
37 included in an HCP.

38 Dent noted that her presentation was a high-level introduction, and she could return to  
39 provide more details and collect feedback.

40 Sullivan said the Commission could talk to Staff about scheduling another discussion  
41 with ODF. She noted more in-depth information was on the department's website.

1 Dent stated that while other ODF staff were more immersed in this project, she was the  
2 County's best contact and she would have more materials published by the middle of  
3 September.

4 Wev said the data provided to the Commission usually did not separate Clatsop County  
5 and Tillamook County and she wanted to see the Clatsop County data.

6 Dent explained that the counties deeded over the management of lands that had  
7 suffered catastrophic burns and went tax delinquent in exchange for a share of the  
8 revenue.

9 Wev said other counties get income from federal forest and Common School Fund  
10 lands. The majority of forest land in Clatsop County is privately owned and some is  
11 State owned. An HCP will ensure harvests and continuous habitat.

12 Kujala stated he wanted to wait and see as modeling continues and revisions are made.

13 Nebeker understood that Dent wanted a consensus in support of an HCP. She believed  
14 an HCP was necessary for the County to continue getting revenue.

15 Dent responded that without an HCP, timber harvest volumes would likely decrease and  
16 species conservation would be unpredictable. Harvest levels might also decrease with  
17 an HCP, but not as much as they would without an HCP.

18 **BUSINESS FROM THE PUBLIC**

19 Jay Haladay submitted written comments. *See hereto attached Exhibit A.*

20 Kristin Covert submitted written comments. *See hereto attached Exhibit B.*

21 J.M. Browning Logging submitted written comments. *See hereto attached Exhibit C.*

22 Concerned Friends for Clatsop County submitted written comments. *See hereto  
23 attached Exhibit D.*

24 Doug Cooper, Corvallis, Vice President of Resources, Hampton Lumber, said Hampton  
25 has been actively engaged with ODF to understand the details of the HCP's  
26 conservation outcomes and projected harvest volumes. The CEO of Hampton Lumber  
27 submitted a letter to the Commission sharing his concerns about State forest  
28 management planning and the draft HCP. Hampton urges ODF and the Board of  
29 Forestry to reject any plan that does not provide reliable long-term revenue and  
30 economic opportunities appropriate to the capacity of the land and any plan that does  
31 not allow for enough revenue generation to cover ODF's costs associated with  
32 managing and protecting forests. He asked the Commission to look at the department's  
33 website to see the decades of work that has gone into forest management planning and  
34 the previous work to develop an HCP that was unsuccessful. He also asked the  
35 Commission to request that ODF share details of the draft plan, the reduction in Clatsop  
36 County timber harvest, and the County's reduction in revenue. The Commission needs  
37 to ask ODF for a full accountability of information they have today about the draft plan.

38 Roger Neugebauer, 80424 Hwy. 101, Arch Cape, said he is a permanent resident of the  
39 County and lives 100 feet from the North Town Heights clear cut. Advocates in the  
40 neighborhood have been able to convince ODF to defer the clear cut so that they can  
41 pursue alternative options. He thanked Liz Dent for being helpful with the process. The

1 letter from Hampton Lumber seeks to terminate the process based on highly  
2 questionable assertions. Hampton Lumber is not an objective third party, and it is in  
3 their best interest to the bottom line of the company that clear cutting continue  
4 unabated. He was not an objective third party either because North Town Heights is  
5 where he draws 100 percent of his water. He asked the Commission not to rush to  
6 judgement and move forward with ODF in an orderly process.

7 **CONSENT CALENDAR**

8 *Motion made by Commissioner Thompson, Seconded by Commissioner Wev. To*  
9 *approve the Consent Calendar.*

10 *Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala,*  
11 *Commissioner Wev, Chair Sullivan*

- 12 4. Board of Commissioners Regular Meeting Minutes 8-12-20 {Page 23}
- 13 5. Fund Exchange Agreement with ODOT {Page 34}
- 14 6. Sex Offender Treatment Services {Page 54}
- 15 7. Notice of county land sale, set minimum bids and proceed with auction {Page 68}
- 16 8. ~~Human Services Advisory Council Bylaws Revision {Page 83}~~

17 **COMMISSIONER'S LIAISON REPORTS**

18 Thompson reported she was still working on broadband, childcare, and was now  
19 working on illegal camping and air quality regulations.

20 Kujala reported that he appreciated the participation in the virtual 4-H livestock auction.  
21 It was great to see the kids be able to follow through on all of their hard work. He  
22 recognized the Small Business Development Center (SBDC) and Clatsop Economic  
23 Development Resources (CEDR) for all they have done during the COVID-19 crisis.  
24 They have been a life saver for a lot of small businesses in the community, but there is  
25 still a lot of work to be done.

26 Nebeker had no reports.

27 Wev reported that CEDR had been quick to put together seminars. She also reported  
28 that she had been impressed by the Astoria merchants' compliance with the COVID-19  
29 requirements while also being open for longer hours. She wished there was something  
30 the Commission could do for those merchants. The tourists do not often wear masks  
31 and are not nice when they are reminded of the requirement. However, the merchants  
32 have tackled the issue well.

33 Sullivan reported she had been impressed by how the community has come together to  
34 manage COVID-19. Kevin Leahy and his team deserve a lot of credit. She hoped some  
35 of the problems in the national news would be solved soon.

36 **COUNTY MANAGER'S REPORT**

37 No report.

38 **GOOD OF THE ORDER**

39 There was none.

1 **ADJOURNMENT**

2 7:15 P.M.

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Approved by,

\_\_\_\_\_  
Kathleen Sullivan, Chairperson

**Theresa Dursse**

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**From:** Jay Haladay <jayhaladay@gmail.com>  
**Sent:** Wednesday, August 26, 2020 12:23 PM  
**To:** Board of County Commissioners  
**Cc:** jayhaladay@gmail.com  
**Subject:** Clatsop testimony

Thank you for accepting my testimony relative to this evening’s ODF/HCP discussion. I am hoping to rearrange my schedule to attend the session electronically, but in case my efforts in rescheduling are not successful I am providing a text of my testimony so that it becomes part of the record.

My name is Jay Haladay and my wife Renee and I own property at 81164 and 81170 Sunset Vista Road. These two family homesites are in unincorporated Clatsop County, between the Arcadia and Hug Point State Recreation Areas.

Last year, our neighborhood worked with this commission and ODF to find alternatives to a proposed timber sale and clear cut of the trees on Norriston Heights. This 77 acres is part of a larger parcel managed by ODF and is the sole source of drinking water for ourselves and over 20 other residents along this stretch of Highway 101. Through our joint efforts, the timber sale has been deferred and we are currently working on a long term forest management plan and ownership plan for this watershed area.

I am not an environmentalist nor am I a member of the timber industry. I’m a retired 30 year Oregon resident that has learned a lot about forest management issues over the past 14 months as we have worked to protect our watershed. What I have learned indicates that we have a long way to go to balance the management of our timber and watershed resources. What I have also learned is that hasty decisions on forest management matters can lead to damage that takes decades, even centuries to repair.

Unfortunately, I have not seen a sustained constructive dialog addressing these and related matters. Hopefully we can be part of a new, more constructive dialog.

As part of my efforts to protect our watershed, I was provided correspondence dated August 21, 2020 directed to this Board and other parties from Steve Zika, CEO of Hampton Lumber. In my opinion, this correspondence represents some of the challenges to finding good solutions for water and timber resource management. Mr. Zika’s letter references many things as fact that are based on work that is not finalized. It also makes a leap to projecting economic impacts that may or may not be realized, especially in today’s uncertain environment. ODF’s HCP will be an important piece of work in the overall element of forest management and we need to let the department preform their due diligence and outreach before we all jump to unfounded conclusions. In summary, Mr. Zika appears a bit impatient.

Mr. Zika’s view of the economic impact of current events is definitely taken through the lens of a timber firm. Let’s open that lens further, however, and look at what is going around us today. The impact the COVID-19 pandemic has had on all of us over the past 7 months is truly unprecedented. All we have to do is look at how this meeting is being conducted to realize there will not be a return to ‘business as usual’ for some time. And the new ‘normal’ will be very different than today.

This Commission should look at the immense economic development impact the COVID-19 pandemic will have going forward on residents and businesses in Clatsop County. Because businesses everywhere are encouraging/allowing employees the freedom to work from ‘home’, there appears to be a growing surge of people migrating out of urban areas like Portland who will find permanent or secondary residences along the Coastal Oregon. These new residents will provide the opportunity to diversify the Clatsop County economy, increase property values and bring the need for new

services and businesses to take the place of those that have suffered through our COVID-19 related economic shutdowns.

Needless to say, people migrating out of the urban areas will be looking for the natural attributes that Clatsop County has to offer and will put more demands on existing water resources. A well thought out forest management plan will have the opportunity to serve many masters, not just the timber industry.

While the timber industry has been an important factor in Oregon's past, and will play a role in its future, we should not be making rushed decisions on forest management issues that could take decades to unwind just because there is a lack of patience on this important topic. Sound thinking by this Board and others on this matter is a vital step.

Thank you very much for this opportunity to provide input on this topic.

Jay & Renee Haladay  
503-970-3447

**Theresa Dursse**

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**From:** Kristín Covert <mkcovert@charter.net>  
**Sent:** Wednesday, August 26, 2020 1:51 PM  
**To:** Board of County Commissioners  
**Subject:** Testimony for tonight's Council Meeting

Dear County Commissioners,

Thank you for accepting my testimony relating to tonight's discussion about the ODF/HCP. My husband Mike Covert and I are homeowners of 81087 Arcadia Rd. Cannon Beach, OR which is located off highway 101 between Arcadia and Hug Point State Recreation Areas.

Our sole water source, as well as that of about 20 other homes on this stretch of the north coast, comes from a watershed owned by the Oregon Department of Forestry. We have all been granted a water right through the Oregon Water Resources Department to collect water at several points along this stretch of hwy. 101. As you are all aware, we have worked with the ODF to defer a 77 acre parcel where our water sources are located from their list to be logged. We are currently working to find a solution to protect this forest indefinitely. I believe it is imperative that the ODF continues to move forward with development of the Habitat Conservation Plan in order to protect not only forests for endangered species but also to provide an avenue to protect watersheds for Oregonians. With more people moving to rural areas due to COVID-19 there will be more demands on our natural resources. A balance needs to be found between suitable forests for harvest and protecting the special places that make Oregon unique.

The proper management of our state forests should involve a well thought out plan that involves many different organizations coming to the table to offer their expertise. The work done on the HCP has been a good example of different entities coming together. Decisions that will affect the long term livability for Oregonians should not be made hastily. Please practice patience and continue to see that the HCP moves forward for all Oregonians.

Thank you for accepting my input on this topic.

Kristin Covert  
503-791-6327

J.M. Browning Logging Inc.  
Jay Browning  
P.O. Box 237

Astoria, OR 97103

August 6, 2020

Oregonians have been harvesting trees in Oregon for 200 years. The tree harvesting has generated trillions of dollars & those monies have built our great state. Oregon is rich in water agriculture & timber lands. We still have 90% of the timber standing since the year 1850. Our first lumber mill was built in 1827 by Hudson's Bay & much of the lumber manufactured there was sent to the Sandwich Islands which is now known as Hawaii. Ten years later Ewing Young built the first mill in The Willamette Valley most of that mill's products went to China. We have been shipping processed lumber in Oregon by Oregonian's all over the world & our legacy has helped build cities & communities along with our own United States.

I don't believe taking timberlands out of production is beneficial to Oregon's wildlife, economy, forest health & the prevention of wildfires. Other agencies & states have different ways of managing timberlands but with many negative effects to humans, wildlife, timberlands & local economies collapse.

Our timber communities have benefitted from mill owners, tree farms and loggers' philanthropic acts. Timber Baron, such as Simon Benson, clear back to the late 1800's and early 1900's made huge contributions to Oregon. Many of today's mill owners and timber companies giving out college scholarships and huge donations through their communities with scholarship funds and generous donations in the communities and state. Loggers are generous people, helping schools, athletic programs, baseball, football, and wrestling programs. Loggers may appear tough on the outside but most are sympathetic and kind on the inside by helping neighbors & the less fortunate. All these acts of generosity would be impossible without our state forests.

### **What are the benefits of setting aside yet more acres of timberland for habitat?**

Reducing harvest levels has impact on not only industries like loggers, foresters, tree planters & many other professions. A mill counting on raw log production to sustain the demands for domestic lumber will still need its raw log. It would have a devastating effect on the non-endangered species whom count on a clear cut for food such as elk, deer, bears, rabbit, cougars. The pollinators such as birds, bats, butterflies and bees that thrive in a clear cut for years until it becomes a canopy forest again. We need all these species to help sustain life.

Reducing cut levels would have a huge impact on our schools, municipalities which are already seeing budget issues in our states already financial deficits. Where would the lost revenue come from? Oregonians can't tolerate any less money in the budgets. The only way to get more money in the

budget is to tax me personally or my business. Oregonians are already paying much higher tax rates than the middle class can afford.

**Continuing to let our forest grow is a waste of SUSTAINABLE RESOURCES, in some cases is already well overdue. Reducing the ODF cut rate would cause massive job losses in vulnerable small towns of Oregon.**

We have downsized our company due to the lack of tree farm jobs in the private sector. The ODF sales are 90% of what we do a year & we see a lot more bidding on the timber sales. Every month is a different counties & state. A 5% reduction in sales could have a devastating effect on our company such as job losses & very likely shutting down completely. J.M. Browning Logging Inc has been operating in Clatsop County since 1985, I have never considered retiring this is my life because this is my life 7 days a week. My son Jared has gone from setting chokers, operating equipment and now into a management role to help keep our employees & contracts working.

I have been a logger for almost 50 years. In 1978 I entered a partnership with an old friend as we started contract logging for Crown Zellerbach, we grew quickly and eventually went our separate ways. In 1985 is the year I started J.M. Browning Logging. Most of our employees are career loggers & these are not minimum wage jobs. We're one of the highest paying logging companies around we offer medical, dental, 401k. We've very little turn over & many employees have been here over 10 to 20 years with a handful of 30 years. When ever we lose an employee it's because they move to another industry commercial fishing or prevailing wage construction. The loss of jobs in the timber industry from timber reduction will have a trickle-down effect on most local business. Our company and employees buy local vehicles, fuel, tires, groceries and everyday essentials. Our equipment comes from dealers in Portland or Eugene. Caterpillar, Linkbelt, Kenworth, Waratah, South Star, Whit log General just to name a few.

As many industries, have looked into ways to doing more with less, the timber industry is no different. We look at new technologies in equipment to see if we could benefit our harvesting methods and transport of the product. **We're the stewards of the land, forest and the waters and of our state.** We care about our planet and realize climate change is real. In order to reduce our carbon foot-print we now are moving more logs with less emissions & using the latest of technologies. Our companies have been replacing equipment & log trucks the last few years to meet The Clean Air Act for 2025 and we're 85% of the way there. This new age equipment and trucks is not cheap & it's created a lot of debt. Many in my industries are already doing their part to leave no carbon foot-print like mills adding co gen plants which is producing their own power needs through steam. This cost a mill millions of dollars to go green. Truckers are moving into tier four technology. **This industry just might be Oregon's cleanest industry.**

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Jay M Browning", with a long, sweeping underline that extends to the right.

Jay M Browning

August 26, 2020

To the Board of Commissioners,

We are all aware that many of our important buildings are in the inundation zone and need to be moved. What we are not aware of is a clear plan for the movement of Public Works Facility and the proposed purchase of the Lewis and Clark Mainline. After the August 13th meeting we came away shaking our heads at the lack of answers from simple questions about the road layout to more pointed questions about how much this will cost the taxpayers.

Many of us have been doing research on your properties of choice for the new Public Works Facility from as far back as 2012 and the one property that comes up throughout these documents is the **North Coast Business Park**. Using the Public Works Departments own presentation from 2019, the advantages should be very convincing:

#### **Existing Urban Areas**

**Convenient geographic location**

**Already owned by County**

**Zoned I1-General Industrial**

**Outside tsunami inundation zone**

And an extremely important addition that we brought up at the August 13<sup>th</sup> meeting:

**Being centrally located to help a larger group of citizens as part of a First Responder Team with ODOT, State Police, Clatsop County Sheriff's Department, Medix, Pacific Power, as well as utilizing the Warrenton School as a triage center.**

This property has been owned by the county for nearly thirty years and after several attempts to bring in new business, still sits empty. We believe that the mitigation rights costs (if you have no mitigation credits) should be weighed against the goal exception costs of purchasing the Sort Yard. What about Permittee-responsible mitigation? We are just asking that you make the most fiscally wise financial decisions on this important matter.

As to the Lewis and Clark Mainline, we believe that is best served as is, an unimproved road that is gated and locked. There is absolutely no reason to spend upwards of fourteen million dollars of taxpayer money. Get easements and leave the roads be, or give first responders a key. With upgraded roads comes development. We were all listening when it was stated over and over, "Our intention is not to change zoning and allow development." That's probably what Hillsboro residents were told too.

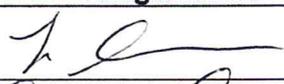
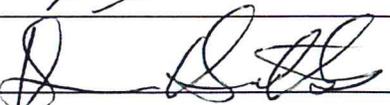
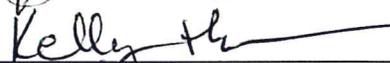
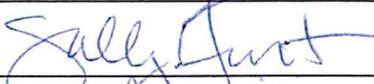
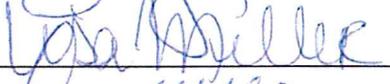
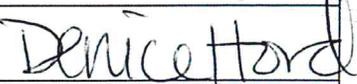
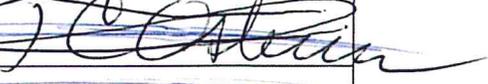
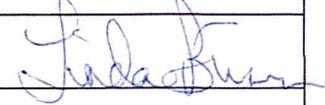
If this is truly about building resilience, put some funding into obtaining easements on the properties listed for the lateral routes off HWY 101. Upgrade those paths with good footing and solar lighting, get signage to show our citizens the routes, and start educating our people about what is needed for the best chance at survival. Retrofitting our county bridges to handle a Cascadia event, and upgrading our communications systems is also long overdue.

This project may have merit, but if the agenda hadn't been hidden from us for so long, we could have aided in the decisions that have been made to date. We demand to be heard in an in-person public meeting before any purchases are made so we can help take this project forward in the right financial direction.

**Concerned Friends for Clatsop County**



This petition is to ensure the voices of Clatsop County residents are heard. We are asking for an in-person meeting with the county Resiliency Project team. We are looking for concrete answers to our questions and have other option ideas that must be heard. We ask that this meeting take place before any land purchases are made for this project. Please join us

Printed Name	Address	Signature
LISA Bergerson	90937 Lewis and Clark Rd ASTORIA	
Ben Hartley	88700 Wadsworth Astoria OR 97103	
Kelly Hartley	88700 Wadsworth Rd Astoria OR 97103	
Cindy Olson	Seas. cle. OR 1579 S. Ketchikan	
Pat OGrady	90455 Petr Johnson Rd	
Sally Hurt	89281 L+CRD, Astoria	
LISA Miller	43626 Hansen Ln Astoria	
Don Miller	43626 Hansen Ln Astoria	
<del>Diane Berry</del>		
DeeDee Hord	35448 Homerlane	
Colleen Larson	90092 Lewis & Clark Rd	
<del>Anthony</del>		
Catherine Martin	996 26 <sup>th</sup> St., Astoria	
Betsey Lang	89435 Lewis & Clark Rd	
Michelle Osburn	89505 Lewis & Clark Rd.	
<del>John Corey Osburn</del>		
<del>Cathy Laz</del>		
Jinda Bunn	89503 Lewis & Clark Rd	

This petition is to ensure the voices of Clatsop County residents are heard. We are asking for an in-person meeting with the county Resiliency Project team. We are looking for concrete answers to our questions and have other option ideas that must be heard. We ask that this meeting take place before any land purchases are made for this project. Please join us

Printed Name	Address	Signature
EVAN KEELY	34917 Patterson Ln Astoria, OR 97103	
Lori Agalzoff	88616 Lewis + Clark Rd Astoria, OR 97103	
Wendi Agalzoff	89534 Lewis + Clark Astoria, OR 97103	
Todd Olsen	89581 Wadsworth Rd. Astoria OR 97103	
J+Julie Englund	89784 McCroskey Rd Astoria OR 97103	
Katie Smith	34905 Patterson Lane Astoria, OR 97103	
Anthony Smith	34905 Patterson Ln. Astoria, OR 97103	
Pat Pahl	89429 Lewis + Clark Rd Astoria, OR 97103	
	89429 Lewis + Clark Astoria OR 97103	
Suzette Bergeson	89583 Wadsworth Rd. Astoria, OR 97103	
Conce Harber	90385 Lewis + Clark Rd Astoria, OR 97103	
Mark Bergeson	89553 Wadsworth Rd Astoria OR 97103	
Martha Pades	89590 Wadsworth Rd Astoria, OR 97103	
Andrew Bergeson	38717 Hwy 101 Seaside OR 97138	
John C Osburn	89505 Lewis and Clark Rd Astoria	
Jake Leroy	90827 CIPPSD Astoria OR 97103	
CYNTHIA HARBER Cynthia	90385 Lewis + Clark Rd. Astoria, OR. 97103	
Julie Jackson	PO BX 452 Warrenton OR 97146	

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**Clatsop County  
Board of Commissioners  
Minutes  
Wednesday, September 09, 2020**

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**REGULAR MEETING: 6:00 PM**

**ROLL CALL**

**PRESENT**

Commissioner Sarah Nebeker  
Commissioner Lianne Thompson  
Commissioner Mark Kujala  
Commissioner Pam Wev  
Chair Kathleen Sullivan

**AGENDA APPROVAL**

*Motion made by Commissioner Thompson, Seconded by Commissioner Wev to approve the agenda as presented.*

*Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala, Commissioner Wev, Chair Sullivan*

**BUSINESS FROM THE PUBLIC**

None

**CONSENT CALENDAR**

*Motion made by Commissioner Thompson, Seconded by Commissioner Nebeker to approve the Consent Calendar as presented.*

*Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala, Commissioner Wev, Chair Sullivan*

5. Svensen Island Bridge Repair 2020 {Page 21}

6. Fund Exchange Agreement with ODOT {Page 41}

7. Coronavirus Emergency Supplemental Funding Grant {Page 61}

8. Dispatch Services Agreement with Astoria Police Department {Page 86}

**COMMISSIONER'S LIAISON REPORTS**

Wev reported that the Housing Authority had received a bad report card from the Department of Housing and Urban Development (HUD) about a year ago and had been working to address the concerns. Their recent review was much better than the previous one, and HUD has given them technical assistance money to train staff and help address some of the problems. The Housing Authority has also received State grants for housing projects that will add over 100 units of housing in the region. She also reported that Northwest Oregon Works was having staff issues that she hoped would be resolved soon. She would make sure that Kevin Leahy knew a significant

1 amount of money would be coming from the federal government in addition to the  
2 CARES Act funding.

3 Thompson reported that the Community Action Team voted to allow three counties to  
4 open their Head Start programs if the health department director in each county and the  
5 school superintendents agree. The Community Action agencies are concerned that if  
6 Oregon Housing and Community Services funds new culturally specific organizations,  
7 those organizations should be held to the same standards of accountability as the  
8 traditional Community Action agencies have been held to. She also reported that the  
9 Childcare Taskforce met earlier that day to discuss working with the County Manager on  
10 childcare as part of the County's strategic planning. Broadband is also part of the  
11 County's strategic planning and Col-Pac's broadband action team. The fires are huge  
12 concerns as well. The volunteer firefighters in Cannon Beach have told her that when  
13 travel was restricted, the demand for their services was greatly reduced. Senator  
14 Johnson is working with Tillamook County Commissioners to get a legislative change so  
15 that some of the tourism revenue can be used to fund Oregon State Police. She wanted  
16 the revenue to also fund local first responders because the load on the infrastructure is  
17 considerable. Tourism professionals in Clatsop County include the Department of  
18 Forestry, so forestry should be included as well.

19 Kujala reported that the Fair Board met last week to discuss the bond. However, he  
20 would have to provide more details later, as technical difficulties made it impossible for  
21 him to participate in the meeting. He reported that two local foresters were in Tillamook  
22 County fighting fires and his wife's family has had to evacuate from their home in Mill  
23 City. Clatsop County is fortunate that there had been no evacuations, but the air quality  
24 has been impacted.

25 Nebeker stated she had no reports. She asked if the fires were being contained, if the  
26 volunteer firefighters from Gearhart who had been sent to California would be coming  
27 back to work on the Oregon fires, and if there was information she could access about  
28 the size of the fires.

29 Sullivan understood the goal was to protect life and property, and that containment was  
30 not yet being discussed. She believed the good neighbor policy of helping each other  
31 was being managed as best as possible, and noted that information was available  
32 online.

33 Lyons-Antley stated InciWeb's website showed information about the large fires.

34 Bohn added that the Northwest Interagency Coordination Center has maps and  
35 provides updates online. He confirmed for Sullivan that both websites would be emailed  
36 to Commissioners.

37 Sullivan reported that the Board of Forestry met that morning, during which time one of  
38 the board members was evacuated. She was grateful for those who were risking their  
39 lives to save lives and fight fires.

#### 40 **COUNTY MANAGER'S REPORT**

41 Bohn reported that Staff continued to work on responding to Covid-19 and was  
42 discussing what a vaccination plan might look like. The next work session discussion  
43 would be on right-of-way issues. During the first week of October, Staff would be talking

1 to the Commission about the main line project. Staff has also started working on focus  
2 group sessions with the governance committee and economic development group.  
3 Sessions will be spaced out and will include more groups as Staff mobilizes.  
4 Sullivan noted that Clatsop County was in a much better position than any other county  
5 in the State, but the County still needs to make an all-out effort at prevention. All of the  
6 state forests are closed at this time, so people need to educate themselves on what  
7 causes these types of fires.  
8 Bohn added that the County has reached out to other counties and will be helping by  
9 housing animals displaced by the fires at the fairgrounds.

10 **BUSINESS AGENDA**

11 9. Highland Park Vacation Petition {Page 90}

12 Vance Swenson, Surveyor, presented the Staff report on the petition to vacate  
13 several streets in the Old Town Plat of Highland Park.

14 Thompson noted there were a couple of errors to the notary's signatures on  
15 Pages 95 and 96 of the Agenda packet, though she did not expect them to cause  
16 an issue.

17 *Motion: "Accept the petition for vacation of portions of streets in Highland Park  
18 and authorize the Board Chair to sign the resolution and order initiating  
19 proceedings."*

20 *Motion made by Commissioner Thompson, Seconded by Commissioner Kujala.  
21 Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner  
22 Kujala, Commissioner Wev, Chair Sullivan*

23 **GOOD OF THE ORDER**

24 Sullivan stated unions have created the 40-hour work week, the concept of a weekend,  
25 and helped build the middle class and healthcare. Men and women have fought through  
26 the decades for worker's rights and better working conditions and she wanted to honor  
27 them even though Labor Day had passed.

28 Nebeker encouraged everyone to stay safe and do whatever possible to protect  
29 themselves and their family. She had family staying with her to escape the smoke.  
30 These are trying times and she hoped everyone could cultivate optimism in spite of the  
31 hardship.

32 **ADJOURNMENT 6:33 P.M.**

33 Approved by,  
34  
35  
36 \_\_\_\_\_  
37 Kathleen Sullivan, Chairperson

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

October 14, 2020

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**Issue/ Agenda Title:** Approve the 2020-21 Budget and Appropriation Adjustment

**Category:** Consent Calendar

**Prepared By:** Sandy Meshke, Budget & Finance Accountant III

**Presented By:** Jennifer Carlson, Finance Manager

---

**Issues Before the Commission:** Approve the 2020-21 budget and appropriation adjustment as required by ORS 294.463 and ORS 294.450.

**Informational Summary:** Attached is the R&O required by Oregon Revised Statutes for budget adjustments for fiscal year 2020-21. This adjustment is necessary for transparency purposes.

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

**Fiscal Impact:** The fiscal impact to Household Hazardous Waste is \$0 as the adjustment is between accounts within a single organizational unit.

The fiscal impact to Special Projects will be a savings of \$12,500. We budgeted \$25,000 for the Westport Boat Ramp Project, and while the cost is increasing to \$50,000 we are going to receive a reimbursement from the Oregon State Marine Board in the amount of \$37,500. Therefore, our expense will be \$12,500 rather than the full \$25,000 that was budgeted.

The fiscal impact to Emergency Preparedness is \$0 as the adjustment is between accounts within a single organizational unit.

**Options to Consider:**

1. Approve the budget and appropriation adjustment as required by ORS 294.463 and ORS 294.450.
2. There are no other options to consider.

**Staff Recommendation:** Option #1

**Recommended Action:**

Approve the budget adjustment to remain in compliance with Oregon budget law per ORS 294.463 and ORS 294.450 and authorize the Chair to sign.

**Attachment List**

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

IN THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

In the matter of the adjustment of the fiscal year 2020-21 budget and appropriations by authorizing transfer of appropriations between categories within an organizational unit, per ORS 294.463; and authorizing expenditure of unanticipated grant revenue, per ORS 294.450.) )  
RESOLUTION AND ORDER

It appearing to the Board that there is a need to make adjustments in the fiscal year 2020-21 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 294.463 and ORS 294.450; 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 14<sup>th</sup> Day of October 2020.

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

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

Schedule A

2020-21 Budget Adjustments

**I. ADJUSTMENTS INVOLVING A TRANSFER OF APPROPRIATIONS BETWEEN CATEGORIES WITHIN AN ORGANIZATIONAL UNIT**

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
HHW – Loan Paydown 007/4169/82-2646		\$34,120
HHW – Loan Interest 007/7169/82-2647		\$ 5,870
HHW – Internal Svc Fund Loan 007/4169/82-2649	\$39,990	

Comment: This adjustment is necessary in order for Household Hazardous Waste to repay more of the internal service loan they have with Special Projects. The loan paydown and interest was originally budgeted to repay the Brownfield’s loan in the amount of \$54,990; however, the payment will actually be a principal only payment of \$15,000. This leaves a budgeted amount of \$39,990 that can be used to repay more of the internal service loan. There is no increase in overall appropriation authority within the organizational unit as this adjustment is moving the expense from one line item to another within the same org unit.

**II. ADJUSTMENTS INVOLVING EXPENDITURE OF UNANTICIPATED SPECIFIC PURPOSE GRANT REVENUE**

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Special Projects – State Support 100/2000/81-4500	\$37,500	
Special Projects – Structures & Improv. 100/2000/82-4100	\$25,000	

Comment: This adjustment is necessary for the Westport Boat Ramp project. \$25,000 has already been budgeted in Structures & Improvements for this project. The total cost is going to be \$50,000. The Oregon State Marine Board will reimburse \$37,500 with a County match of \$12,500.

**III. ADJUSTMENTS INVOLVING A TRANSFER OF APPROPRIATIONS BETWEEN CATEGORIES WITHIN AN ORGANIZATIONAL UNIT**

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Emergency Prep. – Public Health Director 007/4170/82-1086	\$ 6,087	
Emergency Prep. – Staff Assistant 007/4170/82-1191	\$40,700	
Emergency Prep.– Com. Health Project Manager 007/4170/82-1203	\$48,205	
Emergency Prep. – Public Health Nurse II 007/4170/82-1209	\$40,700	
Emergency Prep. – Accountant II 007/4170/82-1848	\$ 3,190	
Emergency Prep. – F.I.C.A. 007/4170/82-1950	\$ 7,451	
Emergency Prep. – Retirement 007/4170/82-1955	\$18,502	
Emergency Prep—Medical Insurance 007/4170/82-1964	\$13,866	
Emergency Prep.—Dental Insurance 007/4170/82-1965	\$ 1,397	
Emergency Prep. – Life/AD&D Insurance 007/4170/82-1970	\$ 197	
Emergency Prep. – S.A.I.F. 007/4170/82-1975	\$ 289	
Emergency Prep. – Unemployment 007/4170/82-1980	\$ 43	
Emergency Prep. – COVID19 Emerg. Prep. 007/4170/82-2489		\$180,627

Comment: This adjustment is necessary to move appropriation authority between categories within the same organizational unit. There is no increase in overall appropriation authority within the organizational unit as this adjustment is moving the expense from one line item to another within the same org unit.

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

October 14, 2020

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**Issue/ Agenda Title:** Amendment #7 to Intergovernmental Agreement No. 159160 Mental Health, Addiction and Problem Gambling Services between Oregon Health Authority (OHA) and Clatsop County

**Category:** Consent Calendar

**Prepared By:** Lauren Wilson, Social Services Coordinator

**Presented By:** Monica Steele, Assistant County Manager

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**Issues Before the Commission:** Request authorization for County Manager to approve Amendment #7 under IGA Mental Health Contract #159160 between Oregon Health Authority and Clatsop County for a total of \$75,000.00

**Informational Summary:** Oregon Health Authority has released funding obtained under the CARES Act to assist county governments (or their delegated mental health service providers) in providing culturally appropriate behavioral health services in response to needs arising from the COVID-19 pandemic. The funding is allocated solely for Service Element 20 – Non-Residential Mental Health Services for Adults. Funds will prioritize outreach, service navigation, coordination with contract tracers and behavioral health services for vulnerable people and those who have historically had difficulty accessing services.

**Fiscal Impact:** Amendment #7 is for a lump sum payment of \$75,000 to be used between August 1, 2020 and December 31,2020

**Options to Consider:**

1. Authorize County Manager to approve and execute Amendment #7 to IGA Contract #159160 and accept funds from OHA
2. Do not approve the Intergovernmental Agreement Amendment #7

**Staff Recommendation:** Option #1

**Recommended Action:**

*“Approve and authorize the County Manager to sign the Amendment #7 for the amount of \$75,000 related to OHA/Clatsop County IGA No. 159160, Mental Health, Addiction and Problem Gambling Services as set forth.”*

## Attachment List

A. Copy of Intergovernmental Agreement #159160 - Amendment 7

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](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**SEVENTH AMENDMENT TO  
OREGON HEALTH AUTHORITY  
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF  
MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY & PREVENTION,  
AND PROBLEM GAMBLING SERVICES AGREEMENT #159160**

This Seventh Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of July 1, 2019 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Clatsop County** (“County”).

**RECITALS**

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1, attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit D of the Agreement that describes the effect of an amendment of the financial and service information. The Financial Assistance Award in Attachment 1 is referred to herein as “Grant Funds”. Grantee must account for the Grant Funds separately from the other Financial Assistance Award in the Agreement.
2. The parties agree to add to Exhibit E Federal Terms and Conditions the attached terms shown on Attachment 2.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.

4. County represents and warrants to OHA that the representations and warranties of County set forth in Exhibit D, Section 2., of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

**7. Signatures.**

**Clatsop County**

**By:**

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

**State of Oregon, acting by and through its Oregon Health Authority**

**By:**

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

**Approved by: Director, OHA Health Systems Division**

**By:**

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

**Approved for Legal Sufficiency:**

Approved by Steven Marlowe on September 15, 2020; email in Agreement file.

**OHA Program:**

Approved by Theresa Naegeli on September 16, 2020; email in Agreement file.

**ATTACHMENT 1**

**EXHIBIT C  
Financial Pages**

MODIFICATION INPUT REVIEW REPORT

MOD#: M0158

CONTRACT#: 159160

CONTRACTOR: CLATSOP COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

SE#	FUND CODE	CPMS	PROVIDER	PROJ	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
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FISCAL YEAR: 2020-2021

BASE	NON-RESIDENTIAL MENT													
20	402	MHNRMH			8/1/2020 - 12/31/2020	0 /NA	\$0.00	\$75,000.00	\$0.00	C	1	N		1
TOTAL FOR SE# 20								\$75,000.00	\$0.00					
TOTAL FOR 2020-2021								\$75,000.00	\$0.00					
TOTAL FOR M0158 159160								\$75,000.00	\$0.00					

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLATSOP COUNTY  
DATE: 08/31/2020

Contract#: 159160  
REF#: 008

REASON FOR FAAA (for information only):

Corona Virus Relief Funds.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M0158 1 A) These funds are for MHS 20 to cover activities, supplies and services for the period March 1, 2020 through December 30, 2020 in accordance with section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund. Grant Funds in this amendment are to be used to provide culturally appropriate behavioral health services in response to needs arising from the COVID-19 pandemic. Funds will prioritize outreach, service navigation, coordination with contact tracers, and behavioral health services for vulnerable people and those who have historically had difficulty accessing services. The report located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx> titled "Corona Virus Relief Fund-Culturally Responsive Behavioral Health Services, Community Mental Health Program Report of Activities" shall be submitted to OHA as follows: Period of March 1, 2020 -September 30, 2020 is due by October 1, 2020 and period of October 1, 2020 - December 30, 2020 is due by January 5, 2021. B) The financial assistance subject to this special condition will be disbursed to County in one lump sum within 30 calendar days after the date this Amendment becomes executed.

## Attachment 2

In response to the public health crisis in Oregon, the Grant provides funding for certain federally eligible expenses under the CARES Act, Coronavirus Relief Fund, that are:

1. Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
2. Were not accounted for in the Agency's budget most recently approved as of March 27, 2020; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

### U.S. Treasury Guidelines and Answers to FAQs

Grantee will expend Grant Funds in accordance with criteria and guidance established by US Treasury: (<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>)

Additionally, the US Treasury has provided answers to frequently asked questions regarding eligible costs under the Coronavirus Relief Fund:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

Indirect Costs. Grantee will not be reimbursed for any indirect costs with Grant Funds. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency.

### REPORTING REQUIREMENTS

Financial reports for the 2020 Coronavirus Relief Funds are due quarterly with the first reports for the time period of March 1, 2020 to June 30, 2020 due within 30 days of receipt of the first payment. Subsequent quarterly reports are due by the 1<sup>st</sup> of the month following the end of the quarter ending September 30, 2020 and the 5<sup>th</sup> of the month following the end of the quarter December 31, 2020. Grantee shall report the following additional information, as applicable, in their Financial Reports. Amount spent on

- a. Amount spent on administrative expenses;
- b. Amount spent on budgeted personnel and services diverted to a substantially different use;
- c. Amount spent on medical expenses;
- d. Amount spent on items not listed above.

## FEDERAL FUNDS

If specified below, Agency's payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments  will  will not be made in whole or in part with federal funds.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant:  
21.019

## FEDERAL PROVISIONS

The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.

Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.

Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.

Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

**In accordance with U.S. Treasury guidance – Grantee is subject to the following provisions, as applicable.**

For purposes of these provisions, the following definitions apply:

**“Contract”** means this Grant or any contract or subgrant funded by this Grant.

**“Contractor”** and **“Subrecipient”** and **“Non-Federal entity”** mean Grantee or Grantee's contractors or subgrantees, if any.

(A) 2 CFR §200.303 Internal Controls

(B) 2 CFR §§ 200.330 through 200.332 Subrecipient Monitoring and Management

(C) Subpart F – Audit Requirements of 2 CFR §200.5XX

i. Grantee must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.

ii. If Grantee receives federal awards in excess of \$750,000 in a fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.

iii. Grantee must save, protect and hold harmless OHA from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and State.

(D) System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

October 14, 2020

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**Issue/ Agenda Title:** Amendment #8 to Intergovernmental Agreement No. 159160 Mental Health, Addiction and Problem Gambling Services between Oregon Health Authority (OHA) and Clatsop County

**Category:** Consent Calendar

**Prepared By:** Lauren Wilson, Social Services Coordinator

**Presented By:** Monica Steele, Assistant County Manager

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**Issues Before the Commission:** Request authorization for County Manager to approve Amendment #8 under IGA Mental Health Contract #159160 between Oregon Health Authority and Clatsop County for a total of \$68,430.91

**Informational Summary:** Oregon Health Authority has released funding allocated solely for Service Element 4, Aid and Assist Client Services. Services provided under this Service Element are periodic assessments of a defendant's capacity to stand trial and restoration services to restore an individual's ability to aid and assist in their own defense. These services are required by ORS 161.370 while the defendant resides in the community. The primary population for these services are individuals who are unable to aid and assist in their own defense due to a primary "mental disease or defect" AND not found by the Court to be dangerous to self or others.

**Fiscal Impact:** Amendment #8 adds \$68,430.91 to be used between July 1, 2019 and December 31, 2020.

**Options to Consider:**

1. Authorize County Manager to approve and execute Amendment #8 to IGA Contract #159160 and accept funds from OHA
2. Do not approve the Intergovernmental Agreement Amendment #8

**Staff Recommendation:** Option #1

**Recommended Action:**

*"Approve and authorize the County Manager to sign the Amendment #8, in the amount of*

*\$68,430.91 related to OHA/Clatsop County IGA No.159160, Mental Health, Addiction and Problem Gambling Services as set forth.”*

**Attachment List**

- A. Copy of Intergovernmental Agreement #159160 - Amendment 8

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](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**EIGHTH AMENDMENT TO  
OREGON HEALTH AUTHORITY  
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF  
MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION,  
AND PROBLEM GAMBLING SERVICES AGREEMENT #159160**

This Eighth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of July 1, 2019 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Clatsop County** (“County”).

**RECITALS**

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

**6. Signatures.**

**Clatsop County**

**By:**

\_\_\_\_\_  
Authorized Signature                      Printed Name                      Title                      Date

**State of Oregon acting by and through its Oregon Health Authority**

**By:**

\_\_\_\_\_  
Authorized Signature                      Printed Name                      Title                      Date

**Approved by: Director, OHA Health Systems Division**

**By:**

\_\_\_\_\_  
Authorized Signature                      Printed Name                      Title                      Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 30, 2019; e-mail in contract file.

**OHA Program:**

Approved by Theresa Naegeli on September 28, 2020; e-mail in contract file.

**ATTACHMENT 1**

**EXHIBIT C  
Financial Pages**

**MODIFICATION INPUT REVIEW REPORT**

MOD#: M0188

CONTRACT#: 159160

CONTRACTOR: CLATSOP COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

SE#	FUND CODE	CPMS PROVIDER	PROJ	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
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FISCAL YEAR: 2019-2020

SE#	FUND CODE	CPMS PROVIDER	PROJ	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
4	804	AAP	AID & ASSIST PROJECT	7/1/2019 - 12/31/2020	0 /NA	\$0.00	\$68,430.91	\$0.00	A	1	Y		1
TOTAL FOR SE# 4							\$68,430.91	\$0.00					
TOTAL FOR 2019-2020							\$68,430.91	\$0.00					
TOTAL FOR M0188 159160							\$68,430.91	\$0.00					

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLATSOP COUNTY  
DATE: 09/24/2020

Contract#: 159160  
REF#: 009

REASON FOR FAAA (for information only):

Aid and Assist Client Services (MHS 4), funds are awarded for Aid and Assist.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M0188 1 These funds are for (MHS 4) Aid and Assist Client Services.

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

October 14, 2020

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**Issue/ Agenda Title:** Intergovernmental Agreement # 159804 Amendment # 15 between Oregon Health Authority (OHA) and Clatsop County Department of Public Health

**Category:** Consent Calendar

**Prepared By:** Robyn Doré, Fiscal Coordinator, Public Health Dept

**Presented By:** Michael McNickle, Director, Public Health Dept

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**Issues Before the Commission:** Request of Authorization for County Manager to approve Amendment # 15 under Intergovernmental Agreement # 159804 between Oregon Health Authority (OHA) and Clatsop County Department of Public Health for a total of \$ 448,276.35

**Informational Summary:** Amendment # 15 is a combination of rollover/carryover funds from FY19/20, newly granted funds and COVID-19 case investigation, including but not limited to wrap around services reimbursement as outlined in contract for PE01-05, COVID-19 Local Active Monitoring.

\*Please see Attachment A for a breakdown of funds being received under this amendment.

**Fiscal Impact:**

- Total for Amendment 15 is \$ 448,276.35.
- \$ 275,784.00 are carryover funds from FY19/20 and was anticipated as rollover funds and placed into our FY20/21 budget.
- \$ 172,492.35 is the total of additional funding made available to us.

**Options to Consider:**

1. Approve the IGA Contract # 159804 Amendment # 15
2. Do not approve the Intergovernmental Agreement Amendment # 15

**Staff Recommendation:** Option # 1

**Recommended Action:**

*Approve the OHA/Clatsop County Department of Public Health Intergovernmental Agreement No. 159804 Amendment No. 15, in the amount of \$448,276.35, authorizing the County Manager to sign the agreement as set forth.*

**Attachment List**

- A. Copy of Intergovernmental Agreement 159804-15
- B. Attachment A
- C. Resolution and Order
- D. Schedule A

Agreement #159804



**FIFTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

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](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Fifteenth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clatsop County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clatsop County.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2020 (FY20) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2021 (FY21) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

**AGREEMENT**

1. This Amendment is effective on the first day of the of the month noted in the Issue Date section of Exhibit C Financial Assistance Award FY21.
2. Exhibit A “Definitions”, Section 18 “Program Element” is amended to add Program Element titles and funding source identifiers as follows:

<b>PE NUMBER AND TITLE • SUB-ELEMENT(S)</b>	<b>FUND TYPE</b>	<b>FEDERAL AGENCY/ GRANT TITLE</b>	<b>CFDA#</b>	<b>HIPAA RELATED (Y/N)</b>	<b>SUB-RECIPIENT (Y/N)</b>
PE 01 State Support for Public Health (SSPH) PE 01-01 State Support for Public Health (SSPH)	GF	N/A	N/A	N	N
PE 01-03 ACDP - Adult Viral Hepatitis	FF	CDC/Adult Viral Hepatitis Prevention and Control	93.270	N	Y
PE 01-04 COVID-19 Response	FF	CARES Act	21.019	N	Y

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

<u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
<u>PE01-05</u> COVID-19 Local Active Monitoring	FF	CARES Act	21.019	N	Y
<u>PE01-06</u> COVID-19 Regional Active Monitoring	FF	CARES Act	21.019	N	Y
<u>PE 43-01</u> Immunization Services	FF	CDC/Immunization Cooperative Agreements	93.268	N	Y
<u>PE 43-02</u> Wallowa County and School Law	GF	N/A	N/A	N	N
<u>PE43-06</u> CARES Flu	FF	CDC/Immunization Cooperative Agreements	93.268	N	Y

3. Exhibit B Program Element #01 “State Support for Public Health” is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference.
4. Section 1 of Exhibit C of the Amended and Restated Agreement entitled “Financial Assistance Award” for FY20 is hereby superseded and replaced in its entirety by Attachment B, entitled “Financial Assistance Award (FY20)”, attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C of the Amended and Restated Agreement.
5. Section 1 of Exhibit C of the Amended and Restated Agreement, entitled “Financial Assistance Award” for FY21 is hereby superseded and replaced in its entirety by Attachment C, entitled “Financial Assistance Award (FY21)”, attached hereto and incorporated herein by this reference. Attachment C must be read in conjunction with Section 3 of Exhibit C.
6. Exhibit J of the Amended and Restated Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment D, attached hereto and incorporated herein by this reference.
7. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
8. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
9. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
10. The parties expressly ratify the Agreement as herein amended.
11. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

# 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:** 159804-15 , 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 9/28/2020 ,  
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 WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

**12. Signatures.**

By: \_\_\_\_\_

Name: /for/ Carole L. Yann

Title: Director of Fiscal and Business Operations

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

**CLATSOP COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

By: \_\_\_\_\_

Name: Don Bohn

Title: County Manager

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

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Approved by Wendy Johnson, Senior Assistant Attorney General on July 9, 2020. Copy of emailed approval on file at OHA, OC&P.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

By: \_\_\_\_\_

Name: Derrick Clark (or designee)

Title: Program Support Manager

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

**Attachment A**  
**Program Element Description(s)**

**Program Element #01: State Support for Public Health (SSPH)**

**OHA Program Responsible for Program Element:**

Public Health Division/Office of the State Public Health Director

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to operate a Communicable Disease control program in LPHA's service area that includes the following components: (a) epidemiological investigations that report, monitor and control Communicable Disease, (b) diagnostic and consultative Communicable Disease services, (c) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (d) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (e) collection and analysis of Communicable Disease and other health hazard data for program planning and management.

Communicable Diseases affect the health of individuals and communities throughout Oregon. Disparities exist for populations that are at greatest risk, while emerging Communicable Diseases pose new threats to everyone. The vision of the foundational Communicable Disease Control program is to ensure that everyone in Oregon is protected from Communicable Disease threats through Communicable Disease and Outbreak reporting, investigation, and application of public health control measures such as isolation, post-exposure prophylaxis, education, or other measures as warranted by investigative findings.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to State Support for Public Health**

- a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015 and 333-018-0900, or whose illness meets defining criteria published in the OHA's Investigative Guidelines.
- b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.
- c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).
- d. **Reportable Disease:** Any of the diseases or conditions specified in OAR 333-018-0015 and OAR 333-018-0900.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Epidemiological investigations that report, monitor and control Communicable Disease (CD).	*						X		X			X
Diagnostic and consultative CD services.	*								X			
Early detection, education, and prevention activities.	*						X		X		X	
Appropriate immunizations for human and animal target populations to reduce the incidence of CD.	*			X			X					
Collection and analysis of CD and other health hazard data for program planning and management.	*						X		X	X		X

- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Gonorrhea rates

- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

(1) Percent of gonorrhea Cases that had at least one contact that received treatment; and

(2) Percent of gonorrhea Case reports with complete “priority” fields.

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct the following activities in accordance with the indicated procedural and operational requirements:

- a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
- b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA’s Investigative Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:  
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus as prescribed in OHA CD Investigative Guidelines available at:  
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.
- e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
- f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.
- g. **01-04: COVID-19 LPHA must:**
- (1) Submit a budget plan and narrative within 30 days of receiving this amendment. Refer to LPHA COVID-19 Budget Guidance document for terms and conditions.
- (2) OHA will send “Budget Narrative Template”, “Budget Guidance” and any other applicable documents that OHA may identify.

- h. 01-05: COVID-19** In cooperation with OHA, the LPHA must ensure adequate culturally and linguistically responsive COVID-19 testing, investigation resources and contact tracing resources to limit the spread of COVID-19. OHA will be entering into grant agreements with community-based organizations (CBOs) to provide a range of culturally and linguistically responsive services, including community engagement and education, contact tracing, social services and wraparound supports. Services provided by CBOs will complement the work of the LPHA.

LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

**(1) Cultural and linguistic competency and responsiveness.**

LPHA must:

- (a)** Partner with CBOs, including culturally-specific organizations where available in the jurisdiction. Enter into a Memorandum of Understanding (MOU) or similar agreement with those CBOs that have entered into a grant agreement with OHA for contact tracing and monitoring and/or social service and wraparound supports that clearly describes the role of the CBO and LPHA to ensure culturally and linguistically responsive services. OHA will share with LPHA the grant agreement and deliverables between OHA and the CBOs and the contact information for all the CBOs. If OHA's grant with a CBO in the jurisdiction includes contact tracing, LPHA will execute, as part of the MOU between the LPHA and CBO, the CBO's requirements to immediately report presumptive cases to LPHA, ensure HIPAA training and compliance by the CBO so the LPHA and CBO can share personal health information, clearly define referral and wraparound service pathways and require regular communication between CBO and LPHA so services and payments are not duplicative.
- (b)** Work with local CBOs including culturally-specific organizations to develop and track progress toward equity goals to maintain equity at the center of the LPHA's COVID-19 response.
- (c)** Work with disproportionately affected communities to ensure a culturally and linguistically responsive staffing plan for case investigations, contact tracing, social services and wraparound supports that meets community needs is in place.
- (d)** Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA's case investigations, contact tracing, and in the delivery of social services and wraparound supports.
- (e)** Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.
- (f)** Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.
- (g)** Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.

- (h) Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.
- (i) Provide facial coverings and other personal protective equipment (PPE) to LPHA staff when appropriate.
- (j) Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that conduct case investigation, contact tracing, and provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

**(2) Testing**

LPHA must:

- (a) Work with health care and other partners to ensure COVID-19 testing is available to individuals within the LPHA's jurisdiction meeting current OHA criteria for testing and other local testing needs.
- (b) Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities and as a part of the jurisdiction's contact tracing strategy.
- (c) Maintain a current list of entities providing COVID-19 testing and at what volume.
- (d) Provide reports to OHA on testing locations and volume as requested.

**(3) Contact Tracing**

LPHA must:

- (a) Maintain the capacity to surge a minimum of 15 contact tracers for every 100,000 people in the jurisdiction. as needed, based on disease rates. OHA grants with CBOs for contact tracing will count toward this minimum.
- (b) Have contact tracing staff that reflect the demographic makeup of the jurisdiction and who can provide culturally and linguistically competent and responsive tracing services. In addition, or alternatively, enter into an agreement(s) with community-based and culturally-specific organizations to provide such contact tracing services. OHA grants with CBOs will count toward fulfilling this requirement.
- (c) Ensure all contact tracing staff are trained in accordance with OHA investigative guidelines and data entry protocols.
- (d) Follow up with at least 95% of cases within 24 hours of notification.

**(4) Case investigation**

LPHA must:

- (a) Conduct all case investigations and monitor outbreaks.
- (b) Enter all case investigation and contact tracing data in Orpheus and ARIAS, as directed by OHA.

- (c) Ensure all LPHA staff designated to utilize Orpheus and ARIAS are trained in these systems. Include in the tracing data whether new positive cases are tied to a known existing positive case or to community spread.

**(5) Isolation and quarantine**

LPHA must:

- (a) By June 15, 2020, demonstrate to OHA that a quarantine location is identified and ready to be used.
- (b) Facilitate efforts to ensure isolation and quarantine housing, transportation, health care supplies, meals, telecommunications and other supports needed for any resident in the jurisdiction who has a financial or physical need. The LPHA will utilize existing resources when possible such as covered case management benefits, WIC benefits, etc.

**(6) Social services and wraparound supports.**

LPHA must ensure social services referral and tracking processes are developed and maintained. LPHA must cooperate with CBOs to provide referral and follow-up for social services and wraparound supports for affected individuals and communities. OHA contracts with CBOs will count toward fulfilling this requirement.

**(7) Tribal Nation support.**

LPHA must ensure alignment of contact tracing and supports for patients and families by coordinating with local tribes if a patient identifies as American Indian/Alaska Native and/or a member of an Oregon Tribe, if the patient gives permission to notify the Tribe.

**(8) Support infection prevention and control for high-risk populations.**

LPHA must:

- (a) **Migrant and seasonal farmworker support.** Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for COVID-19 testing, quarantine and isolation, and social service needs for migrant and seasonal farmworkers.
- (b) **Congregate care facilities.** In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and isolation and quarantine protocols in congregate care facilities.
- (c) **High risk business operations.** In collaboration with State licensing agencies, partner with food processing and manufacturing businesses to ensure adequate practices to prevent COVID-19 exposure, conduct testing and respond to outbreaks.
- (d) **Vulnerable populations.** Support COVID-19 testing, infection control, isolation and quarantine, and social services and wraparound supports for homeless individuals, individuals residing in homeless camps, individuals involved in the criminal justice system and other vulnerable populations at high risk for COVID-19.

- (9) **Community education.** LPHA must work with CBOs and other partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.

- i. **01-06: COVID-19: Regional Active Monitoring. Activities.** In cooperation with OHA, the LPHA must work with other LPHAs in the region to collaboratively support epidemiologic and surge capacity needs. LPHA must conduct the following activities in accordance with guidance to be provided by OHA:

LPHA must:

- (1) Ensure regular communication among LPHAs in the region.
- (2) Compile and share regional data regularly among LPHAs.
- (3) Establish MOU with LPHAs in the region for epidemiologic and surge capacity needs.
- (4) Implement MOU as needed.

- j. **Regional budget and budget narratives.** LPHA regional fiscal agent must submit a regional budget and budget narrative for approval by OHA within 60 days of receiving amendment. Refer to LPHA COVID-19 PE 01-05 Budget Guidance document and LPHA PE 01-06 COVID-19 Budget Guidance document for terms and conditions. OHA will send “Budget Narrative Template”, “Budget Guidance” and any other applicable documents that OHA may identify. These funds may be used for services and supplies such as computers and telephones needed for contact tracing.

OHA will:

- (1) Make contact tracing and case investigation training available.
- (2) Require and provide access to training for all local public health and CBOs on Protected Health Information and CD investigation.
- (3) Provide information on the availability of trauma informed training for both LPHAs and CBOs.

- 5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement.

- a. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

- b. All funds received under a PE or PE- supplement must be included in the quarterly Revenue and Expense reports.
- c. Funding under PE01-05 includes three components – a) base funding, b) active monitoring fee for service payment, and c) active monitoring, isolation and quarantine, and wraparound services.
  - (a) Base Funding – Award will be issued June 2020 for FY20. Funds can be used from March 27, 2020-December 30, 2020. Unspent funds during FY20 are eligible for carry forward to FY21 once FY20 Q4 Revenue and Expense Reports are submitted.
  - (b) COVID-19 Active Monitoring Fee for Service payment – a fee-for-service payment will be paid for each case or contact per OHA guidance. LPHA must submit invoices to receive these funds for the period of March 27, 2020-December 30, 2020. Final invoice

due no later than January 31, 2021. OHA will amend the PE monthly upon receipt of the invoice. Payment will be made once the agreement is executed. LPHA must submit an invoice no less than quarterly to OHA. Invoice amounts must be reported on the R/E reports.

(c) COVID -19 Active Monitoring, Isolation and Quarantine, and Wraparound services – LPHAs must also submit invoices for isolation and quarantine-related expenses per OHA guidance. LPHA must submit invoices to receive these funds for the period of March 27, 2020-December 30, 2020. Final invoice due no later than January 31, 2021. OHA will amend the PE monthly upon receipt of the invoice. Payment will be made once the agreement is executed. LPHA must submit an invoice no less than quarterly to OHA. Invoice amounts must be reported on the R/E reports.

d. PE01-06 - Regional Active Monitoring – Funds are available for March 27, 2020-December 30, 2020.

6. **Reporting Requirements.** Not applicable.

7. **Performance Measures.** LPHA must operate its Communicable Disease control program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measures:

- a. Percent of gonorrhea Cases that had at least one contact that received treatment; and
- b. Percent of gonorrhea Case reports with complete “priority” fields.

**Attachment B  
Financial Assistance Award (FY20)**

State of Oregon Oregon Health Authority Public Health Division				Page 1 of 4
<b>1) Grantee</b> Name: Clatsop County  Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip Code: 97103		<b>2) Issue Date</b> September 11, 2020	<b>This Action</b> AMENDMENT FY 2020	
		<b>3) Award Period</b> From July 1, 2019 Through June 30, 2020		
<b>4) OHA Public Health Funds Approved</b>				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
PE01-01 State Support for Public Health	47,343	0	47,343	
PE01-04 COVID19 Response	58,576	0	58,576	
PE01-05 COVID-19 Local Active Monitoring	181,127	-181,127	0	
PE01-06 COVID-19 Regional Active Monitoring	94,657	-94,657	0	
PE12 Public Health Emergency Preparedness and Response (PHEP)	76,549	0	76,549	
PE12-02 COVID-19 Response	60,632	0	60,632	
PE13-01 Tobacco Prevention and Education Program (TPEP)	122,342	0	122,342	
PE27-01 PDOP - Prescription Drug Overdose (PDO)	5,090	0	5,090	
PE27-04 PDOP Naloxone Project (SOR)	50,000	0	50,000	
PE27-05 PDOP Bridge (PDO/SOR)	41,665	-31,734	9,931	
PE27-06 PDOP Planning	41,667	0	41,667	
PE36 Alcohol & Drug Prevention Education Program (ADPEP)	61,250	0	61,250	
PE40-01 WIC NSA: July - September	39,835	0	39,835	
PE40-02 WIC NSA: October - June	119,506	0	119,506	
PE40-05 Farmer's Market	733	0	733	
PE42-03 MCAH Perinatal General Funds & Title XIX	2,066	0	2,066	
PE42-04 MCAH Babies First! General Funds	6,604	0	6,604	
PE42-06 MCAH General Funds & Title XIX	3,876	0	3,876	

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

State of Oregon Oregon Health Authority Public Health Division				Page 2 of 4
<b>1) Grantee</b> Name: Clatsop County  Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip Code: 97103		<b>2) Issue Date</b> September 11, 2020	<b>This Action</b> AMENDMENT FY 2020	
		<b>3) Award Period</b> From July 1, 2019 Through June 30, 2020		
<b>4) OHA Public Health Funds Approved</b>				
		Award Balance	Increase/ (Decrease)	New Award Bal
PE42-07	MCAH Title V (July-Sept)	5,231	0	5,231
PE42-08	MCAH Title V (Oct-June)	15,692	0	15,692
PE43	Public Health Practice (PHP) - Immunization Services (Vendors)	12,988	0	12,988
PE44-01	SBHC Base	60,000	0	60,000
PE46-02	RH Community Participation & Assurance of Access (July - Mar)	0	0	0
PE46-03	RH Community Participation & Access (State Funds)	15,335	0	15,335
PE46-04	RH Community Participation & Access Federal Funds (July-Mar)	600	0	600
PE50	Safe Drinking Water (SDW) Program (Vendors)	11,197	0	11,197
PE51	Public Health Modernization Implementation	12,500	0	12,500
PE51-01	LPHA Leadership, Governance and Program Implementation	40,971	-23,455	17,516
PE51-02	Regional Partnership Implementation	165,819	-44,889	120,930
		1,353,851	-375,862	977,989
<b>5) Foot Notes:</b>				
PE01-01	1	Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.		
PE01-01	2	8/2019: SFY20 Award amended for increase for July 1, 2019-June 30, 2020. Previous footnotes are void and replaced by this one.		
PE01-04	1	3/2020: SFY20 COVID-19 Funding 1/21/2020-6/30/2020. Must submit a budget and narrative within 30 days of award using OHA-PHD provided format. Unspent funds may be eligible for carry forward from SFY20 to FY21. R/E report due by August 20, 2020.		
PE01-05	1	6/2020: LPHA must use budget guidance and submit budget plan within 60 days of receiving award.		
PE01-06	1	6/2020: LPHA must use budget guidance and submit budget plan within 60 days of receiving award.		
PE12-02	1	4/2020: SFY20 COVID-19 Funding 3/21/2020-6/30/2020. Must submit a budget and narrative within 60 days of award using OHA-PHD provided format. Unspent funds may be eligible for carry forward from SFY20 to SFY21. R/E report due by August 20, 2020.		
PE13-01	1	Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd		

State of Oregon Oregon Health Authority Public Health Division				Page 3 of 4
<b>1) Grantee</b> Name: Clatsop County		<b>2) Issue Date</b> September 11, 2020	<b>This Action</b> AMENDMENT FY 2020	
Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip Code: 97103		<b>3) Award Period</b> From July 1, 2019 Through June 30, 2020		
<b>4) OHA Public Health Funds Approved</b>				
<b>Program</b>		<b>Award Balance</b>	<b>Increase/ (Decrease)</b>	<b>New Award Bal</b>
PE13-01	2	8/2019: Award is 5 months (July-November 2019) of bridge TPEP funding and will be paid out at 1/5th, all previous footnotes are void and replaced by this one.		
PE40-05	1	7/2019: Funding available SFY2020 July - December 2019		
PE42-07	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-08	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE46-03	1	7/2019: Funding is for July 15, 2019 - June 30, 2020		
PE46-04	1	7/2019: Funding for July 1-14, 2019		
PE51	1	Initial SFY20: Initial award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.		
PE51	2	9/2019: SFY20 award is for the period of 7/1/19 to 9/30/19 only. Previous footnotes are void and replaced by this one.		
PE51-01	1	9/2019: Funding is for period of October 1, 2019-June 30, 2020		
PE51-02	1	9/2019: Funding is for period of October 1, 2019-June 30, 2020		
<b>6) Comments:</b>				
PE01-04	3/2020:	SFY20 COVID-19 Funding 1/21/2020-6/30/2020		
PE01-04	9/2020a:	SFY20 Move funds from State Funds to Federal CARES Act funds		
PE01-04	9/2020b:	Moving \$58,576.00 of SFY20 award from federal funds (CARES Act) to state funds to cover reported expenses from 1/1/2020-3/31/2020, this period is not eligible for CARES Act funding.		
PE01-05	6/2020:	Funding period is 3/27/2020-12/30/2020. Unspent funds from SFY20 are eligible for carry forward to SFY21 after submitting FY20 Q4 Revenue & Expenditure report.		
PE01-05	9/2020:	Rollover \$181,127.00 of unspent SFY20 award to SFY21		
PE01-06	6/2020:	Funding period is 3/27/2020-12/30/2020. Unspent funds from SFY20 are eligible for carry forward to SFY21 after submitting FY20 Q4 Revenue & Expenditure report.		
PE01-06	9/2020:	Rollover \$94,657.00 of unspent SFY20 award to SFY21		
PE12	11/2019:	\$2,262 award increase for scholarship funding for Oregon Prepared or OR-Epi		
PE12-02	4/2020:	PHEP COVID-19 Funding 3/21/2020-6/30/2020. Unspent SFY20 funds may be carried over to SFY21.		
PE13-01	8/2019:	Amending to add 2 months of funding (total award is now for July-November 2019)		
PE13-01	11/2019:	Amending award total to \$125,000 for SFY20 (July 2019-June2020) All previous footnotes and comments are void and replaced by this one.		
PE13-01	1/2020:	Amending award total to \$122,342 for SFY20 all previous footnotes/comments are void and replaced by this one		
PE27-01	Initial SFY20:	\$15,916 In FY20, Available 7/1/19-8/31/19 ONLY, Is Balance (2/12THS) Of PDO Year 4 Funding		

State of Oregon Oregon Health Authority Public Health Division		Page 4 of 4	
<b>1) Grantee</b> Name: Clatsop County  Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip Code: 97103		<b>2) Issue Date</b> September 11, 2020	<b>This Action</b> AMENDMENT FY 2020
		<b>3) Award Period</b> From July 1, 2019 Through June 30, 2020	
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	<b>Award Balance</b>	<b>Increase/ (Decrease)</b>	<b>New Award Bal</b>
PE27-01 2/2020: Deobligate \$10,825.65 of unspent funds based on Q1 R/E report, funding was limited to Jul-Aug 2019 only. PE27-04 8/2019: \$50,000 in FY20 Available 9/1/19-6/30/20. PE27-05 8/2019: \$41,665 in FY20 Available 9/1/19-1/31/20. PE27-05 9/2020: Deobligate \$31,734.39 of unspent funds based on Q3 R/E report, funding was limited to Sep 2019-Jan 2020 only. PE27-06 12/2019: Award of \$41,666.65 in SFY20 Available 2/1/20-6/30/20 PE40-01 Initial SFY20: spend \$7,967 Nutrition Education, \$1,566 Breastfeeding Promotion by 9/30/19 PE40-02 Initial SFY20: spend \$23,901 Nutrition Education, \$4,697 Breastfeeding Promotion by 6/30/20 PE44-01 1/2020: \$60,000 award is for January-June 2020 and will be paid out in 1/6th increments PE46-02 7/2019: Reducing award to \$0 and re-allocating award to PE46-03 and PE46-04 PE46-03 7/2019: State Funding for July 15, 2019 – June 30, 2020 PE46-04 7/2019: Federal Funding for July 1 – July 14, 2019 only PE51 Initial SFY20: Estimated Award for July 1, 2019 - September 30, 2019 PE51-01 9/2020: Rollover \$23,454.59 of unspent SFY20 award to SFY21 PE51-02 12/2019: Adding \$30,819 for the period of 10/01/19 to 6/30/20 PE51-02 9/2020: Rollover \$44,888.70 of unspent SFY20 award to SFY21			
<b>7) Capital outlay Requested in this Action:</b> Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG APPROV</b>

**Attachment C  
Financial Assistance Award (FY21)**

State of Oregon Oregon Health Authority Public Health Division				
<b>1) Grantee</b> Name: Clatsop County  Street: 820 Exchange, Suite 100  City: Astoria  State: OR Zip: 97103-4609		<b>2) Issue Date</b> Tuesday, September 1, 2020	<b>This Action</b> Amendment  FY 2021	
		<b>3) Award Period</b> From July 1, 2020 through June 30, 2021		
<b>4) OHA Public Health Funds Approved</b>				
<b>Number</b>	<b>Program</b>	<b>Previous Award Balance</b>	<b>Increase / Decrease</b>	<b>Current Award Balance</b>
PE01-01	State Support for Public Health	\$47,343.00	\$0.00	\$47,343.00
PE01-04	COVID19 Response	\$0.00	\$0.00	\$0.00
PE01-05	COVID-19 Local Active Monitoring	\$0.00	\$272,063.06	\$272,063.06
PE01-06	COVID-19 Regional Active Monitoring	\$0.00	\$94,657.00	\$94,657.00
PE12	Public Health Emergency Preparedness and Response (PHEP)	\$72,368.00	\$0.00	\$72,368.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$157,683.00	\$0.00	\$157,683.00
PE27-04	PDOP Naloxone Project (SOR)	\$65,000.00	\$0.00	\$65,000.00
PE27-05	PDOP Bridge (PDO/SOR)	\$30,000.00	\$0.00	\$30,000.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$61,250.00	\$0.00	\$61,250.00
PE40-01	WIC NSA: July - September	\$40,350.00	\$0.00	\$40,350.00
PE40-02	WIC NSA: October - June	\$121,049.00	\$0.00	\$121,049.00
PE40-05	Farmer's Market	\$1,367.00	\$0.00	\$1,367.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,053.00	\$0.00	\$2,053.00
PE42-04	MCAH Babies First! General Funds	\$6,560.00	\$0.00	\$6,560.00

State of Oregon Oregon Health Authority Public Health Division		
<b>1) Grantee</b> Name: Clatsop County  Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip: 97103-4609	<b>2) Issue Date</b> Tuesday, September 1, 2020	<b>This Action</b> Amendment
	<b>3) Award Period</b> From July 1, 2020 through June 30, 2021	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-06	MCAH General Funds & Title XIX	\$3,851.00	\$0.00	\$3,851.00
PE42-11	MCAH Title V	\$20,803.00	\$0.00	\$20,803.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$13,483.00	\$0.00	\$13,483.00
PE43-06	CARES - Flu	\$0.00	\$13,213.00	\$13,213.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE46-05	RH Community Participation & Assurance of Access	\$15,935.00	\$0.00	\$15,935.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$13,436.00	\$0.00	\$13,436.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$54,629.00	\$23,454.59	\$78,083.59
PE51-02	Regional Partnership Implementation	\$210,818.00	\$44,888.70	\$255,706.70
PE62	Overdose Prevention-Counties	\$80,000.00	\$0.00	\$80,000.00
		\$1,077,978.00	\$448,276.35	\$1,526,254.35

5) Foot Notes:	
PE62	8/2020: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.
PE43-06	Allowable expenses for FY21 include the period of 6/6/2020 – 6/30/2021. All expenses for the entire period should be reported on the FY21 Revenue and Expenditure reports.

State of Oregon Oregon Health Authority Public Health Division				
<b>1) Grantee</b> Name: Clatsop County  Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip: 97103-4609		<b>2) Issue Date</b> Tuesday, September 1, 2020	<b>This Action</b> Amendment  FY 2021	
		<b>3) Award Period</b> From July 1, 2020 through June 30, 2021		
<b>4) OHA Public Health Funds Approved</b>				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-11	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.			
PE40-02	Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report.			
PE40-01	Initial SFY21: July - September 2020 (PE40-01) award must be spent by 9/30/2020. The expenses for State reimbursement should be put on 1st quarter Revenue and Expense Report. The underspent amount cannot be carried over to October 2020 - June 2021 (PE40-02).			
PE27-05	Initial SFY21: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.			
PE27-04	Initial SFY21: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.			
PE01-06	9/2020: Rollover unspent funds from FY20 to FY21. Must be spent between 7/1/2020-12/30/2020. Indirect expenses are not allowed.			
PE01-05	9/2020: SFY21 Funds can be spent from 7/1/20-12/30/2020 only. CARES Act funding. Indirect expenses are not allowed.			
PE01-04	9/2020: SFY21 Funding for 7/1/2020-12/30/2020 is CARES Act funding. Funds must be spent by 12/30/20. Indirect charges are not permitted.			
<b>6) Comments:</b>				
PE01-01	8/2020: Adding revised PE01 language to all grantees, changes are to align PE language with the current SFY21 template, no changes to award amount. 9/2020: Adding revised PE language clarifying Memorandum of Understanding requirements.			
PE01-04				

State of Oregon Oregon Health Authority Public Health Division				
<b>1) Grantee</b> Name: Clatsop County  Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip: 97103-4609		<b>2) Issue Date</b> Tuesday, September 1, 2020		<b>This Action</b> Amendment  FY 2021
		<b>3) Award Period</b> From July 1, 2020 through June 30, 2021		
<b>4) OHA Public Health Funds Approved</b>				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-05	9/2020a: SFY21 Rollover of unspent funds \$181,127 from FY20 to FY21. Must be spent by 12/30/20. 9/2020b. Case Investigation FFS 3/27-7/31/20 \$88,965.24 and Isolation FFS \$1,970.82			
PE01-06	9/2020: SFY21 Rollover of unspent funds from FY20 to FY21. Funds must be spent by 12/30/20.			
PE12	08/2020: Amending to revise PE12 language			
PE13-01				
PE27-04	Initial SFY21: \$65,000 available 7/1/2020 - 9/29/2020.			
PE27-05	Initial SFY21: \$30,000 in FY21 available 7/1/2020 - 9/29/2020.			
PE36				
PE40-01	Initial SFY21: Spend \$8,070 on Nutrition Ed; \$1,563 on BF Promotion			
PE40-02	Initial SFY21: Spend \$24,210 on Nutrition Ed; \$4,688 on Breastfeeding Ed			

State of Oregon Oregon Health Authority Public Health Division				
<b>1) Grantee</b> Name: Clatsop County  Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip: 97103-4609		<b>2) Issue Date</b> Tuesday, September 1, 2020	<b>This Action</b> Amendment  FY 2021	
		<b>3) Award Period</b> From July 1, 2020 through June 30, 2021		
<b>4) OHA Public Health Funds Approved</b>				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE40-05	Initial SFY21: 50% to be paid on 7/1/2020; 50% to be paid on 10/1/2020			
PE42-03				
PE42-04				
PE42-06				
PE42-11				
PE43-01				
PE43-06				
PE44-01				
PE46-05				

State of Oregon Oregon Health Authority Public Health Division				
<b>1) Grantee</b> Name: Clatsop County  Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip: 97103-4609		<b>2) Issue Date</b> Tuesday, September 1, 2020		<b>This Action</b> Amendment  FY 2021
		<b>3) Award Period</b> From July 1, 2020 through June 30, 2021		
<b>4) OHA Public Health Funds Approved</b>				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE50				
PE51-01	9/2020: SFY21 Rollover unspent funds from FY20 to FY21			
PE51-02	9/2020: Rollover unspent funds from FY20 to FY21			
PE62	8/2020: \$80,000 in FY21 is from SOR YR1 Carryover, Funding Available 10/1/20-6/30/21			
<b>7) Capital outlay Requested in this action:</b>				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

**Attachment D**  
**Information required by CFR Subtitle B with guidance at 2 CFR Part 200**  
**Fiscal Year 20**

**PE01-04 COVID19**  
Funding Information

Federal Award Identification Number (FAIN):	State Funds	State Funds	CARES Act	TOTALS
Federal Award Date:	3/1/2020			
Performance Period:	3/27/20-12/30/20			
Federal Awarding Agency:	N/A			
CFDA Number:	21.019			
CFDA Name:				
Total Federal Award:	\$94,200,000			
Project Description:				
Awarding Official:	N/A			
Indirect Cost Rate:	N/A			
Research and Development (Y/N):	No	No	No	

**PCA:** 50244 50245 50255  
**INDEX:** 50100 50100 50109

Agency/Contractor	DUNS	Amount	Amount	Amount	Amount	Amount	Total FY 2020
Clatsop	118455844	\$0	\$58,576	\$0	\$0	\$0	\$58,576

**PE01-05 COVID-19 Local Active Monitoring**

Funding Information Table					
Federal Award Identification Number (FAIN):	CARES Act	TOTALS			
Federal Award Date:	43891				
Performance Period:	3/27/2020-12/30/2020				
Federal Awarding Agency:	N/A				
CFDA Number:	21.019				
CFDA Name:	CARES Act				
Total Federal Award:	94200000				
Project Description:	CARES Act				
Awarding Official:	N/A				
Indirect Cost Rate:	N/A				

Research and Development (Y/N): No No  
**PCA:** 50248 50244

INDEX:		50109	50100				
Agency/Contractor	DUNS	Amount	Amount	Amount	Amount	Amount	Total FY 2020
Clatsop	118455844	\$0	\$0	\$0	\$0	\$0	\$0

**PE01-06 COVID-19 Regional Active Monitoring**

Funding Information Table

Federal Award Identification Number (FAIN):	CARES Act	TOTALS			
Federal Award Date:	3/1/2020				
Performance Period:	3/27/2020-12/30/2020				
Federal Awarding Agency:	N/A				
CFDA Number:	21.019				
CFDA Name:	CARES Act				
Total Federal Award:	\$94,200,000				
Project Description:	CARES Act				
Awarding Official:	N/A				
Indirect Cost Rate:	N/A				
Research and Development (Y/N):	No	No			

PCA: 50248 50244

INDEX: 50109 50100

Agency/Contractor	DUNS	Amount	Amount	Amount	Amount	Amount	Total FY 2020
Clatsop	118455844	\$0	\$0	\$0	\$0	\$0	\$0

**PE27-05 PDOP Bridge (PDO/SOR)**

Funding Information Table

Federal Award Identification Number (FAIN):	6H79TI081716-01M002	TOTALS			
Federal Award Date:	7/12/2019				
Performance Period:	09/30/2018-09/29/2020				
Federal Awarding Agency:	SAMHSA				
CFDA Number:	93.788				
CFDA Name:	Opioid STR				
Total Federal Award:	\$16,090,592				
Project Description:	Oregon State Opioid				
Awarding Official:	LeSchell D Brow ne				
Indirect Cost Rate:	N/A				
Research and Development (Y/N):	No				

PCA: 82367

INDEX: 87850

Agency/Contractor	DUNS	Amount	Amount	Amount	Amount	Amount	Total FY 2020
Clatsop	118455844	\$9,931	\$0	\$0	\$0	\$0	\$9,931

**Fiscal Year 21**

**PE01-05 COVID-19 Local Active Monitoring**

Federal Award Identification Number:	N/A	N/A	N/A	N/A
Federal Award Date:	3/1/20	3/1/20	3/1/20	3/1/2020
Performance Period:	3/27/2020-12/30/2020	3/27/2020-12/30/2020	3/27/2020-12/30/2020	3/27/2020-12/30/2020
Awarding Agency:	CARES Act	CARES Act	CARES Act	CARES Act
CDFA Number:	21.019	21.019	21.019	21.019
CFDFA Name:	CARES Act	CARES Act	CARES Act	CARES Act
Total Federal Award:	94,200,000	94,200,000	94,200,000	94,200,000
Project Description:	CARES Act	CARES Act	CARES Act	CARES Act
Awarding Official:	N/A	N/A	N/A	N/A
Indirect Cost Rate:	N/A	N/A	N/A	N/A
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE
PCA:	50248	50251	50248	50251
Index:	50109	50109	50109	50109

Agency	DUNS No.	Amount	Amount	Amount	Amount	Grand Total:
Clatsop	118455844	\$270,092.24	\$1,970.00			\$272,062.24

**PE01-06 COVID-19 Regional Active Monitoring**

Federal Award Identification Number:	N/A
Federal Award Date:	3/1/2020
Performance Period:	3/27/2020-12/30/2020
Awarding Agency:	CARES Act
CDFA Number:	21.019
CFDFA Name:	CARES Act
Total Federal Award:	\$94,200,000
Project Description:	CARES Act
Awarding Official:	N/A
Indirect Cost Rate:	N/A
Research and Development (T/F):	FALSE
PCA:	50248
Index:	50109

Agency	DUNS No.	Amount	Grand Total:
Clatsop	118455844	\$94,657.00	\$94,657.00

**PE43-06 CARES - Flu**

Federal Award Identification Number:	NH23IP922626
Federal Award Date:	07/22/2020
Performance Period:	07/01/2019-06/30/2024
Awarding Agency:	CDC
CDFA Number:	93.268
CFDFA Name:	Immunization Cooperative Agreements
Total Federal Award:	\$12,982,022.00
Project Description:	Immunization and Vaccines for Children
Awarding Official:	Divya Cassity
Indirect Cost Rate:	17.86
Research and Development (T/F):	FALSE
PCA:	53891
Index:	50404

Agency	DUNS No.	Amount	Grand Total
Clatsop	118455844	\$13,213.00	\$13,213.00

**OHA IGA 159804 Amendment # 15 Fund Breakdown**

**Attachment A**

PE01-05	<u>COVID-19 Local Active Monitoring</u>	\$ 272,063.06	\$ 181,127.00 *carryover from FY20 *budgeted into FY20/21 for Public Health \$ 90,936.06 Case WrapAround Reimbursement from 3/27-6/30/20
PE01-06	<u>COVID-19 Regional Active Monitoring</u>	\$ 94,657.00	*carryover from FY20 *budgeted into FY20/21 for Public Health
PE43-06	<u>CARES - Flu</u>	\$ 13,213.00	Awarded grant funding through the Immunization program to expand Flu shot Outreach to Bornstein's, the homeless and other interested parties
PE51-01	<u>PH Modernization LPHA Leadership</u>	\$ 23,454.59	*carryover from FY20
PE51-02	<u>PH Modernization Regional Partnership</u>	\$ 44,888.70	*carryover from FY20

IN THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

In the matter of the adjustment of the fiscal )  
year 2020-21 budget and appropriations by ) RESOLUTION AND ORDER  
authorizing expenditure of unanticipated grant )  
revenue from the Oregon Health Authority )  
for Contract 159804 Amendment # 15 )

It appearing to the Board that there is a need to make adjustments in the fiscal year 2020-21 by authorizing expenditure of unanticipated grant revenue awarded to The Public Health Department.

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(3); 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 14<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

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Chair

SCHEDULE A  
SCHEDULE OF APPROPRIATION ADJUSTMENTS

I. ADJUSTMENTS INVOLVING UNANTICIPATED GRANT REVENUE

<u>Organizational Unit/Fund</u>		<u>Increase</u>	<u>Decrease</u>
PH Emergency Preparedness (PE01-05)	007/4170/81-5219	\$ 90,936.00	
	007/4170/82-2489	\$ 90,936.00	
Immunization (PE43-06)	007/4129/81-4080	\$ 13,213.00	
	007/4129/82-2129	\$ 13,213.00	
Community Health (PE51-01 and PE51-02)	007/4110/81-4513	\$ 68,343.00	
	007/4110/82-2129	\$ 68,343.00	

Comment: OHA IGA 159804 Amendment 15 is a combination of FY19/20 carryover funds made available for FY20/21 and unanticipated grant funds. Of the \$ 448,276.35 from Amendment 15, \$ 275,784.00 has already been considered into the FY20/21 budget therefore we are only seeking appropriation adjustments for the above, \$ 172,492.00. Thank You.

*We are requesting budget authority to receive and expend the grant dollars in FY 2020-21.*

Prepared By: Robyn Doré, Public Health Fiscal Coordinator

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

October 14, 2020

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**Issue/ Agenda Title:** Oregon State Marine Board Facility Grant Intergovernmental Agreement 1660

**Category:** Consent Calendar

**Prepared By:** Steve Meshke, Natural Resources Manger

**Presented By:** Steve Meshke, Natural Resources Manger

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**Issues Before the Commission:** Request approval of the Oregon State Marine Board Boating Facility Grant Intergovernmental Agreement 1660, for consultant services to design and engineer utilities for the future boating facility replacement and expansion project in Westport County Park.

**Informational Summary:** We have received a grant from the Oregon State Marine Board for the hiring of a consultant to assist with the final design and engineering needed for the proposed boating facility improvements at Westport County Park. The current boat ramp at the park was installed in the early 1970's and is at the end of its useful life. With the donation of the 27-acre property to the County Parks from Georgia Pacific in 2014, the County may now proceed with the development of the property. In 2017 we received a grant from the Oregon State Marine Board to assist with the permitting needed to install a new boat ramp and boating facility at this site. We have obtained the needed permits from the Corp of Engineers and Oregon Division of State Lands so we are ready to proceed with the next step in development of this site. With this grant we will hire an engineering consultant to complete the needed design and engineering for the proposed restroom and utilities that are needed for the proposed boating facility.

**Fiscal Impact:** This grant requires a 25% match. The total estimated consultant cost for engineering is \$50,000. The Oregon State Marine Board grant award is for a total of \$35,000, and \$2,500 from the Waterway Access Grant Funds. The local match of \$12,500 for this project is budgeted under the FY 2020-21 County's Special Project account. The Recreation Land Planning Advisory Committee supports this project and the new development.

**Options to Consider:**

1. Approve the Boating Facility Grant Intergovernmental Agreement 1660 with Oregon State Marine Board
2. Do not approve the Grant Agreement and fund the entire project from County funds

**Staff Recommendation:** Option #1

**Recommended Motion:**

*"I move that the Board authorize the County Manager to sign the Oregon State Marine Board Facility Grant Intergovernmental Agreement #1660 for the engineering design project at Westport County Park for a not to exceed amount of \$50,000, and authorize the County Manger to sign contract amendments."*

**Attachment List**

- A. Boating Facility Grant Intergovernmental Agreement #1660

# BOATING FACILITY GRANT INTERGOVERNMENTAL AGREEMENT

Agreement No. 1660

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

## SECTION 1: AUTHORITY

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

## SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the obligations of both Parties in the development of recreational boating facilities at *Westport Boating Facility* for consultant services to design and engineer utilities for future boating facility replacement and expansion, hereinafter called the “Project,” as described in the Recipient’s Facility Grant Application *FG#1660* and Staff Report to OSMB. With this reference, the Facility Grant Application and Staff Report are made part of this Agreement. If a conflict exists between the Facility Grant Application, Staff Report and this Agreement, the Agreement will govern.

## SECTION 3: EFFECTIVE DATE AND DURATION

- 3.1 Term.** This Agreement is effective on the date of the last signature and terminates on the date 20 years after the date of Project completion or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with Section 16.
- 3.2 Project Completion.** The Project shall be completed, and final billing for the Project shall be submitted to OSMB, on or before June 30, 2021. Unless approved in writing, OSMB shall not be obligated to disburse any payments after this date.

## SECTION 4: AUTHORIZED REPRESENTATIVES

- 4.1** OSMB’s Authorized Representative is:

Janine Belleque, Boating Facilities Program Manager  
PO Box 14145, Salem OR 97309  
435 Commercial Street NE Suite #400, Salem Oregon  
(503) 378-2628 Office, [Janine.Belleque@oregon.gov](mailto:Janine.Belleque@oregon.gov)

- 4.2** Recipient’s Authorized Representative is:

Steve Meshke, Natural Resources Manager  
20041 Marine Dr Suite 253, Astoria, OR 97103  
(503)325-6452 Office, [spmeshke@co.clatsop.or.us](mailto:spmeshke@co.clatsop.or.us)

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

## SECTION 5: RESPONSIBILITIES OF EACH PARTY

### 5.1 Responsibilities of Recipient:

**5.1.1 Project Timeline.** The Recipient is responsible for maintaining the project timeline for all dates and activities outlined as the Recipient's responsibility as identified in Attachment "A".

**5.1.2 Matching Cash Funds.** The Recipient shall contribute the total sum of \$12,500.00 in cash and as described in the Staff Report.

**5.1.3 Matching Non-cash Resources.** The Recipient shall contribute the total sum of \$5,439.00 administrative match and \$0.00 force account labor, materials and/or equipment. These are non-reimbursable items.

**5.1.4 Construction.** The Recipient shall award and monitor the contractor's performance under the construction contract or construction consultant contract in such a manner as to insure compliance with Project plans and specifications. The Recipient must notify OSMB immediately of any proposed change in Project design, cost modifications, proposed change orders or modification of scope. The Recipient shall be responsible for all costs associated with unauthorized changes or modifications unless otherwise specifically agreed to in writing by OSMB.

### 5.1.5 Commercial and Other Uses.

- a. For purposes of this Section 5, Commercial Use means any activity on or affecting the Project that was not described in the Facility Grant Application or Staff Report, or not approved pursuant to OSMB Policy 93-06 or 93-02, where the Recipient:
  1. has financial profit as a goal,
  2. charges any fees or receives any benefit to provide services, supplies or goods, or
  3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.
- b. Commercial Use is prohibited.
- c. Recipient must have the capability to make an ordinance, rule, or other regulation to the effect that the Projects are for the benefit of recreational boaters, including, but not limited to prohibiting single cars from parking in boat trailer parking spots. If, in the sole discretion of OSMB, the use by non-recreational boaters such as swimmers, fishermen, divers, crabbers impact recreational boating uses or diminishes the useful life of the Project, then the Recipient must establish and enforce its ordinance, rule, or other regulation.

- d. If Project funded a pumpout or dump station in a marina or short-term tie-up dock, the Recipient must include language in its moorage agreement requiring use of the pumpout and/or dump station if a boat has a holding tank or marine toilet.
- e. Recipient must restrict use of the Project to only boats that comply with ORS 830.770 and 830.775.

**5.1.6 Project Sign.** The Recipient shall post in a conspicuous location at the site a sign identifying OSMB’s participation in the Project. The sign will be maintained during the term of the Agreement.

**5.1.7 Publications and Advertising.** The Recipient shall include the following statement if publishing any report, news release or publication regarding the project: *“Partial funding was provided by the Oregon State Marine Board Boating Facility Grant Program, investing fees and taxes paid by motorized boaters for boating facility improvements and Waterway Access Grant Program, investing 10-foot and longer nonmotorized boat permit fees paid by for boating facility improvements.”*

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

**5.1.9 User Fees.** Recipient shall notify and request written approval from OSMB of any user fees charged to recreational boaters for the use of the improvements described herein throughout the term of this Agreement. Fees charged shall be reasonable and are subject to review and approval by OSMB. If user fees are charged for the use of the completed Project, the Recipient shall maintain sufficient records and accounting procedures that demonstrate all of the gross income from the fees is used to defray direct operational costs (for example, maintenance and repair costs) for the Project. User fees may affect Maintenance Assistance Program, as described in OAR 250-014-0040 eligibility on publicly owned and operated Projects.

**5.1.10 Maintenance.** The Recipient shall at all times be responsible for the maintenance and operation of the Project and related facilities during the term of the Agreement. This does not restrict the Recipient’s ability to subcontract for the performance of maintenance and operation services. Such subcontractors would be subject to Section 5.1.13, Indemnification by Subcontractors.

**5.1.11 Payments.** Recipient agrees to:

- a. Make payment promptly as due to all contractors, subcontractors, vendors or any other persons supplying labor or materials for the Project;
- b. All employers, including Recipient that employ subject workers as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers’ compensation insurance coverage for those workers,

unless they meet the requirement for exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and

- c. Not permit any lien or claim to be filed or prosecuted against OSMB, due to any construction or maintenance activities at the Project.

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

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

**5.1.14 Boating Facility Operation.** The Parties have entered into other grant agreement(s) 1597, which provide for the Recipient to operate boating facilities, including but not limited to, [restrooms, boat trailer parking, docks, boat ramps]. The Recipient shall continue to operate those boating facilities for the duration of this Agreement, even if the terms of the other grant agreement(s) have expired.

## 5.2 Responsibility of OSMB:

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

## SECTION 6: CONDITIONS TO DISBURSEMENT

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

- a. Prior to Project solicitation or construction, the final architectural and engineering plans, specifications, and cost estimate(s), statement of work, request for proposals or other documentation for the Project, documents must be in form and substance satisfactory to OSMB;
- b. Prior to Project construction a copy of all required, federal, state and local permits or approvals for the Project; and

- c. A copy of the contractor's, vendor's, supplier's bid pricing, unless the Recipient is completing the Project; and
- d. Reimbursement Requests must be submitted on the approved OSMB Boating Facility Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties based on the percentage of their respective cash contributions as set forth in Section 5 and Section 7.

**6.2 Conditions Precedent to Partial Progress Payment(s).** OSMB shall not be obligated to make partial progress reimbursement payment(s) hereunder until supporting documentation of the percentage of Project completion has been received, reviewed and approved by OSMB. In no event shall OSMB disburse more than ninety percent (90%) of the amount indicated in Section 7.1. as progress payments.

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

- a. Supporting documentation in form and content determined by OSMB, has been received reviewed and approved by OSMB; and
- b. Recipient provides a minimum of three photographs detailing the completed work. One photo must be of the installed sign crediting OSMB with funding the Project; and
- c. Inspection and approval of the Project by OSMB.

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

**7.1 Grant Funds.** Upon approval by its governing body, OSMB shall provide grant funds in the amount of *\$35,000.00 Boating Facility Grant and \$2,500 Waterway Access Grant funds* to the Recipient to fund the Project. OSMB shall not provide to the Recipient, and the Recipient shall not use any funds described in this section for administrative or for accounting costs whether or not related to this Agreement.

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

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

**7.4 Disallowed Costs.** The Recipient agrees that payment(s) made by OSMB under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder

that are found by OSMB not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Recipient shall pay OSMB the amount of such excess within 30 days after written notice of disallowed costs is provided by OSMB.

- 7.5 Cost Savings.** Any cost savings realized on the Project shall be prorated between the Parties based on the percentage of their respective cash contributions as set forth in Section 7.1. "GRANT FUNDS" and Section 5.1 "RESPONSIBILITIES OF RECIPIENT."

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

Recipient represents and warrants to OSMB that:

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

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

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

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OSMB or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and

conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

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

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

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

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

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

## **SECTION 12: CONTRIBUTION**

**12.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 12 with respect to the Third Party Claim.

**12.2** With respect to a Third Party Claim for which OSMB is jointly liable with Recipient (or would be if joined in the Third Party Claim ), OSMB shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of OSMB on the one hand and of Recipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSMB on the one hand and of Recipient on the other hand shall be determined by reference to,

among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OSMB's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

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

## **SECTION 13: REMEDIES**

- 13.1** In the event Recipient is in default under Section 16.3, OSMB may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Recipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Recipient to perform, at Recipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 (in addition to the remedies provided in Section 7.3) of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 13.2** In the event OSMB is in default under Section 16.3 and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 16, or in the event OSMB terminates this Agreement under Sections 16.1, 16.2, or 16.3, Recipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against Recipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against Recipient. In no event will OSMB be liable to Recipient for any expenses related to

termination of this Agreement or for anticipated profits. If previous amounts paid to Recipient exceed the amount due to Recipient under this Section 13.2, Recipient shall promptly pay any excess to OSMB.

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

In addition to the remedies provided in Section 7.4, if payments to Recipient under this Agreement, or any other agreement between OSMB and Recipient, exceed the amount to which Recipient is entitled, OSMB may, after notifying Recipient in writing, withhold from payments due Recipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

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

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

## **SECTION 16: TERMINATION**

**16.1 Termination for Convenience.** The Recipient may terminate this Agreement at any time upon thirty (30) days prior written notice to OSMB; provided, however, that the Recipient shall, within thirty (30) days of such termination, reimburse OSMB for all funds contributed by OSMB to the Project; provided further that until the Recipient has fully reimbursed OSMB for such funds, the Recipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of nine percent (0.9%) per annum, as authorized by ORS82.010 or, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand. After ninety (90) days OSMB will turn any delinquent debt over to the Department of Revenue for collection per ORS293.231.

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

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

deliver written notice to OSMB of such termination no later than 30 days from the determination by the Recipient of the event of non-appropriation. OSMB shall pay for all authorized Project costs expended up to the date of written notice of termination.

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

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

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

## **SECTION 17: NONAPPROPRIATION**

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

## **SECTION 18: AMENDMENTS**

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

## **SECTION 19: NOTICE**

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

## **SECTION 20: SURVIVAL**

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

## **SECTION 21: SEVERABILITY**

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

## **SECTION 22: COUNTERPARTS**

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

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

**23.1 Compliance with Law Generally.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Recipient and the Agreement. **Oregon False Claims Act.** Recipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Recipient pertaining to this Agreement, including the procurement process relating to this Agreement that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Recipient certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Recipient further acknowledges that if it makes, or causes

to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Recipient. Recipient understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or OSMB under this Contract or any other provision of law.

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

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

- 23.2.1** Termination of this Agreement, in whole or in part;
- 23.2.2** Offsetting against any amount owed to Recipient, and withholding of amounts otherwise due and owing to Recipient, in an amount equal to State’s setoff right, without penalty; and
- 23.2.3** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OSMB may recover any and all damages suffered as the result of Recipient’s breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

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

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

## **SECTION 24: INDEPENDENT CONTRACTORS**

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

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

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

## **SECTION 26: INTENDED BENEFICIARIES**

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

## **SECTION 27: FORCE MAJEURE**

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

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

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

## **SECTION 29: SUBCONTRACTS**

Recipient shall not, without OSMB's prior written consent, enter into any subcontracts for any

of the work required of Recipient under this Agreement. OSMB's consent to any subcontract will not relieve Recipient of any of its duties or obligations under this Agreement.

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

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

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

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

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

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

### **SECTION 33: HEADINGS**

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

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

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

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

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, the Facility Grant Application, Recipient Staff

Report, attached Exhibit A (the Project Timeline), Exhibit B (Certificate of Tax Compliance), and Exhibit C (Additional Requirements).

**SECTION 36: ATTORNEY FEES**

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

**SECTION 37: SIGNATURES**

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

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

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

**Clatsop County**

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

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

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

Approval Authorized by Letter August 2, 2017  
Steven Marlowe, Assistant Attorney General Date

**EXHIBIT A**  
**PROJECT TIMELINE**

Responsibility	Date	Description
Recipient	September 2020	Coordinate on the development of the statement of work for the project
Recipient	October - November 2020	Solicit for bids-prepare documents, bid opening, evaluate responses, award contract and manage the process.
Recipient	November 2020	Provide OSMB with a copy of bid document, bid results and awarded contract.
OSMB	Ongoing	Provide assistance to Recipient throughout process
Recipient	March 2021	Project completed
Recipient	April 2021	Request final reimbursement from OSMB.
OSMB	May 2021	Issue final reimbursement, close the grant and term of the grant begins.

**EXHIBIT B**

**CERTIFICATION OF TAX COMPLIANCE**

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

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

Federal Tax Number 93-6002287

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

Organizational DUNS 118455844

2. Recipient is not subject to backup withholding because:

(i) Recipient is exempt from backup withholding,

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

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

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

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

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

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

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

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

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

**EXHIBIT C**  
**ADDITIONAL REQUIREMENTS**

(Reserved)

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

October 14, 2020

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**Issue/ Agenda Title:** Legislative Consultant Contract

**Category:** Consent Calendar

**Prepared By:** Monica Steele, Assistant County Manager

**Presented By:** Monica Steele, Assistant County Manager

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**Issues Before the Commission:** Legislative Consultant Contract

**Informational Summary:**

In an effort to stay informed during the upcoming 2021 legislative session on any potential bills that could have an impact on Clatsop County, the County intends to contract with an experienced consulting firm to advise and assist in developing and executing effective legislative strategies to protect and advance the interests of the County and its Board of Commissioners relative to proposed legislative matters.

In August staff put an RFP out for legislative consulting services but unfortunately did not receive any responses. Based on previous experience staff reached out to PacWest Communications who has a strong track record working with rural and frontier counties. PacWest provided the attached document that includes information regarding their experience, qualifications of their staff, and the approach they take with their government affairs clients.

Staff followed up with an informal phone interview to discuss in more detail the proposed approach and contract amounts and based on conversations felt that PacWest would be a positive addition to the work that the Board of Commissioners and staff are trying to accomplish for the betterment of Clatsop County.

**Fiscal Impact:** This is a contract that will run in both the 2020-2021 FY and the 2021-2022 FY. The total contract amount is \$45,500 of which approximately \$30,000 will be spent in the current 2020-2021 FY. This contract was budgeted for in the amount of \$25,000. Staff will attempt to realize savings elsewhere prior to bringing a budget adjustment before the Board.

**Options to Consider:**

1. Approve the contract with PacWest.
2. Not approve the contract with PacWest and forgo having a consultant in place for the 2021 legislative session.

**Staff Recommendation:** Option #1

**Recommended Action:**

*"I move that the Board approve the contract with PacWest for legislative consulting services in the amount of \$45,500 and authorize the County Manager to sign the contract and any amendments."*

**Attachment List**

- A. Exhibit "A" – Unmatched Government Affairs and Lobbying Expertise
- B. Contract C7420 - PT3, Inc., dba PacWest Communications

# Exhibit “A”



## Unmatched Government Affairs and Lobbying Expertise

September 2020

## **Pac/West Team is Prepared to Serve Clatsop County**

Pac/West was founded in 1997, and since that time, our team's fingerprints have been on nearly every major piece of legislation that has passed into law in Oregon over the past three decades, and the principals have been involved in every legislative session since 1977. Our team has worked for and with very diverse client and interest base. These include: Government entities; Individual businesses and their associations; Labor organization – both public and private; Agricultural and natural resource entities; Energy producers; Conservation, hunting and fishing advocates; Veterans and their representative organizations; Multi-cultural and progressive organizations; and, City, county, state, federal and regional officials. We currently represent three counties in Oregon.

However, the most important element of Pac/West's legislative know-how is the ability to apply that expertise to *any* situation, regardless the issue without conflicts. In order to successfully influence the legislative process, you must know the procedures, the players and the politics. In addition to being well-respected for getting the job done with state legislators, our team has established a good working relationship with the Governor's office and numerous state agencies, boards and commissions to ensure a positive regulatory climate for our clients.

Pac/West is one of the largest government affairs firms in the Northwest, which translates into having the horsepower to make things happen. We have the bandwidth necessary to tackle large and controversial projects as well as those who may not be as well defined as they could be with time.

### **Qualifications of Staff**

By partnering with Pac/West, our clients receive more than what any lone lobbyist or competing firm can provide—decades of experience that Pac/West President Paul Phillips has supporting economic growth of the region. The Pac/West team is comprised of people who are passionate about policy and politics. We engage the issues and become knowledgeable about the facts. To us, lobbying is not about simply passing legislation; it is about closely tracking the activities of state, local, county and regional government and being involved in the process from the ground up. We engage the rulemaking process to ensure our clients benefit by the real-world impact of policy changes. Our clients retain us to create tangible results, and we serve them to make the largest impact possible. The team we offer has specific experience in Ways & Means and funding issues.

### **Our Approach**

At Pac/West, we work through a deliberate and time-tested approach with our government affairs clients. The first step is to develop a comprehensive legislative strategy. This begins with brainstorming sessions where every idea is thrown in for consideration once the client identifies the agenda or requests our help in developing an agenda. Depending on the frequency of client meetings, these strategy sessions can be held over a series of meetings or during an all-in-one meeting. The end result is a legislative strategy, developed in partnership with your team that evaluates and prioritizes threats and opportunities and ensures we are prepared for all foreseeable eventualities.

Legislative strategy varies tremendously based upon the desired end-result. A relatively simple streamlining action with little opposition would be able to move through the normal policy committees in both the House and the Senate, and then arrive for the Governor's consideration early in the session. A controversial or expensive goal requires a much more difficult path. However, we understand the process and can keep potentially high-profile issues off the airwaves.

The budgetary process, whether a Joint Ways and Means Committee or separate House and Senate Committees, is much longer than the traditional policy route, thus requiring a different strategy. We maintain close relationships with Ways & Means Subcommittee Chairs. The basic components of any proactive government affairs and legislative strategy, normally for a Regular Session, include:

1. Building member/client identity with elected and appointed officials;
2. Monitoring opposition/competitor activity and legislative action(s);
3. Assisting with the development of an agenda;
4. Drafting and obtaining sponsors of a bill;
5. Working leadership to garner favorable committee assignments;
6. Meetings with the Chair and the members of the applicable committee(s);
7. Lobbying the originating chamber in its entirety to ensure passage of the legislation;
8. Repetition of steps 4-7 in the other chamber;
9. Re-working the original chamber if concurrence is necessary;
10. Completion of the process with a signature from the Governor.

The importance of messaging and testimony in the legislative process cannot be overlooked. Over the years, we have prepared and assisted in the preparation of testimony for numerous clients. Our involvement has ranged from working with the presenters to prepare concise and persuasive testimony and coaching them on delivery, to drafting, delivering, and distributing the testimony in its entirety.

Additionally, we closely track the activity of legislation from behind the scenes. We work diligently to know in advance when various proposals will be heard, even if we only have a 24-hour notice before it is publicly posted. We work with committee staff, legislative staff, and leadership staff to keep a close watch on all legislation.

Finally, if it is imperative to the success of any legislative agenda to build a coalition of support for supporting or opposing legislation, we can assist. We will coordinate all activities with your staff so everything clicks together. We can also manage outreach in Washington, D.C.

## Client Communication Services

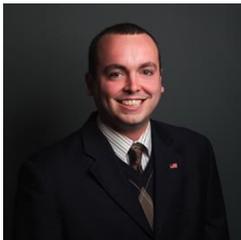
Pac/West is a full-service communications firm, and we are proud of our stellar communication with clients. Our team meets regularly with clients to ensure that everyone is working in concert and according to your team's direction. These regular meetings have worked well in previous legislative sessions to keep lines of communication running effectively.

We also provide written newsletter articles on a monthly basis for many legislative clients, and we attend meetings as often as necessary. We utilize email, phone calls, and in-person meetings to provide information to our clients.

With the entire Pac/West team at your disposal, you can be assured that written testimony, talking points or other deliverable materials will be of the highest quality and delivered in a timely manner. We also contract with a professional bill-tracking service and monitor all legislation of interest on a daily basis. This service allows us to quickly build customized reports, so electronic updates are can be provided as an added feature.

Every legislative session concludes with the preparation of an end of session report. Our reports contain an overview of the session, a narrative description of each bill we actively worked and a glimpse into the future. As with each component of this proposal, we customize our final reports based on input from the client, and we will be available to make an end-of-session presentation to your organization's key stakeholders.

## The Team



### **Ryan Tribbett, Executive Vice President**

Ryan has spent nearly a decade working on business issues related to economic development, Oregon's current and future infrastructure development needs, financing opportunities, and government methods for procurement of goods and services. He has been directly involved in the Legislature's discussions surrounding many of Oregon's current and future infrastructure and development needs.



### **Anne A. Johnson, Lobbyist**

Anne specializes in rural concerns, lobbying on their behalf and educating decision makers on the many challenges facing rural areas of the state. Prior to joining Pac/West, Anne spent 13 years working at the Oregon State Capitol, where she worked as a Legislative Assistant in both the Oregon House and Senate. She has facilitated a number of interim task force meetings such as the Oregon Coastal Caucus on the annual Oregon Coast Economic Summit.



**Dan Cushing, Lobbyist**

Dan has been with Pac/West for multiple Sessions, lobbying on a range of issues that include healthcare, construction, transportation and energy. He offers in-depth policy research, issue tracking and project management. He is a skilled writer and often helps draft policy positions, marketing materials and strategic communications for clients. Dan has worked on several winning campaigns in the Portland metro area and statewide.



**Phil Scheuers, Lobbyist/Economic Development Specialist**

Phil has spent the last decade in the Oregon State Capitol as a legislative assistant and director, where he focused much of his time on the ways and means and capital construction processes. Phil also served in the private sector as vice president of a private economic development firm. He has significant experience in economic development funding programs, business incentives, industrial land development, and more. Phil excels at assisting in the execution of strategic plans to ensure projects are organized. He maintains strong relationships with regional and state partners.



**Paul Phillips, President and Co-Owner**

Paul is one of the leading public affairs and political campaign strategists active today. With more than 30 years of professional experience in politics and issues management, Paul has an impressive track record of designing and implementing successful plans on a wide range of issues such as construction, taxation, transportation, waste management, sportsman/conservation, natural resources, health care, energy, tourism and economic development. Paul served in the Legislature from 1983 until 1997 representing communities in Washington County.

**If you want to be successful, you want Pac/West on your team**

In conclusion, we can start immediately and provide you with the highest probability of success. We understand the requirements of serving a public agency. Pac/West has the depth and breadth to serve your needs in the short and long term.

Obviously, the firms you reach out to for a response will, as we have, craft a legislative focus. We can do this too, however, we can do more and provide you with the information to make the public policy decisions best for your constituencies.

Whether leading your team or as a part of a team, we have proven to be a valuable resource to clients. Pac/West is not a Democrat or Republican firm, we are a government affairs firm focused on winning. Please give us a call. Paul Phillips can be reached at the office (503-685-9400) or on his cell (503-720-1260).

Thank you.

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

October 14, 2020

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**Issue/ Agenda Title:** Contract Amendment with County Manager Don Bohn

**Category:** Consent Calendar

**Prepared By:** Joanna Lyons-Antley, County Counsel

**Presented By:** Joanna Lyons-Antley, County Counsel

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**Issues Before the Commission:** Approval of a contract amendment with County Manager Don Bohn

**Informational Summary:** In September 2019, County Manager Don Bohn started his employment with Clatsop County. In a recent letter sent to the newspaper, the Astorian, your Board recently commended Mr. Bohn for his extraordinary work during the COVID-19 pandemic, a once in a 100-year event.

In recognition of Mr. Bohn's exceptional performance, you may wish to amend his employment contract to: (1) remove the Clatsop County residency requirement; and (2) grant five days of compensatory time to be used in this fiscal year. Further, you may wish to update the salary stated in Mr. Bohn's contract to reflect the 2.5% cost of living increase given to all non-represented employees.

**Fiscal Impact:** None

**Options to Consider:**

1. Approve the proposed amendments to Don Bohn's employment contract

**Staff Recommendation:** Option #1

**Recommended Action:**

Approve the contract amendment to Don Bohn's employment contract to remove the residency requirement, grant five days of compensatory time to be used in this fiscal year, and update the salary to reflect the recent cost of living increase.

**Attachment List**

- A. Board of Commissioners letter
- B. Proposed contract amendment

## EMPLOYMENT AGREEMENT AMENDMENT

THIS AGREEMENT dated this \_\_\_\_ day of October 2020, is entered into, by and between CLATSOP COUNTY, a political subdivision of the State of Oregon (herein "County") and DON BOHN, an individual (herein "Bohn").

WITNESSETH:

WHEREAS, the parties wish to amend the Bohn's Employment Agreement dated July 10, 2019, to remove the residency requirement in Section 3, to add five compensatory days, and to update the salary to reflect the 2.5% cost of living adjustment approved for all non-represented employees;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein it is agreed as follows:

### AGREEMENT

Section 2(A), entitled "SALARY AND BENEFITS" is replaced with the following:

- A. As of July 1, 2020, County shall pay Bohn an annual salary of \$164,000, payable in twelve monthly installments, and will pay applicable required amounts to FICA, Workers' Compensation and Public Employee Retirement Systems (PERS) – at the amount consistent with all management employees.

Section 3, entitled "RESIDENCY AND MOVING EXPENSES" is deleted in its entirety.

Section 5, entitled "VACATION/SICK LEAVE", the following is added:

- D. For Fiscal Year 2020/21, Bohn has accrued five (5) days of compensatory time. Such compensatory time shall be used by June 30, 2021.

All other provisions of the Employment Agreement remain unchanged.

\_\_\_\_\_  
Don Bohn

\_\_\_\_\_  
Kathleen Sullivan, Chair  
Board of Commissioners

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

October 14, 2020

**Issue/  
Agenda Title:** Accept High Bids from County surplus auction

**Category:** Consent Calendar

**Prepared By:** Sirpa Duoos, Property Management Specialist

**Presented  
By:** Sirpa Duoos, Property Management Specialist

**Issues Before  
the  
Commission:** Accept high bids from September 29, 2020 public auction and authorize the Chair to sign the deeds.

**Informational  
Summary:** Pursuant to Resolution and Order dated August 26, 2020, the Board of County Commissioners authorized the sale of surplus County owned property (Sheriff's Sale). Staff offered eight parcels of tax foreclosed property for sale at a public auction held at the Clatsop County Fair & Expo on September 29, 2020 at 10:00 a.m. Of the eight parcels offered for sale, four parcels received a bid meeting or exceeding the minimum bid set forth in the August 26, 2020 Resolution and Order. A total of \$119,500 in cash was collected by 5 p.m. on the day of the auction.

Map & Tax Lot	Min. Bid	High. Bid	Successful Bidder
40703CB02500	\$5,000	0	
60601AD03800	\$1	0	
71021DC01000	\$5,000	\$42,500	Rose Family Trust
71033D000200	\$20,000	\$20,000	Highland Golf Course Inc.
80910BD04300	\$10,000	0	
81008AA03500	\$20,000	\$32,000	Creative Land Use LLC
81021AC01300, 1301, 1700, 1800	\$25,000	\$25,000	Creative Land Use LLC
81033A002000	\$20,000	0	

Any unsold parcels will be offered for sale by sealed bid process at a later date.

**Fiscal Impact:** The cost of the auction will be deducted from the proceeds of the sale in accordance with the state statutes. The balance of the tax foreclosed land sale will be distributed to all the taxing districts as described in ORS 275.275. The sold parcels will be returned to the tax roll.

**Options to Consider:**

1. Accept the high bids as presented.
2. Take no action

**Staff Recommendation:** Option #1

**Recommended Action:**

*Adopt the Resolution and Order accepting the high bids from the September 29, 2020 auction and authorize the Chair to sign the deeds.*

**Attachment List**

- A. Resolution and Order
- B. Deeds
- C. Maps

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

4 IN THE MATTER OF SALE OF )  
5 CERTAIN COUNTY LAND ACQUIRED ) RESOLUTION AND ORDER  
6 BY CLATSOP COUNTY BY TAX )  
7 FORECLOSURE PURSUANT TO )  
8 ORS 275.110 )  
9

10 WHEREAS, pursuant to ORS 275.110 and Resolution and Order dated August  
11 26, 2020, Clatsop County sold at public auction on September 29, 2020 to the highest  
12 bidder, certain real property acquired by Clatsop County through tax foreclosure; and  
13

14 WHEREAS, of the eight parcels offered for sale, four sold for cash;  
15

16 NOW THEREFORE, IT IS HEREBY RESOLVED, that pursuant to ORS 275.040,  
17 Clatsop County authorizes sale and shall convey all the interest the County may have in  
18 the parcels sold at auction to the highest bidder as described below:  
19

Map & Tax Lot	Min. Bid	High. Bid	Successful Bidder
40703CB02500	\$5,000	0	
60601AD03800	\$1	0	
71021DC01000	\$5,000	\$42,500	Rose Family Trust
71033D000200	\$20,000	\$20,000	Highland Golf Course Inc.
80910BD04300	\$10,000	0	
81008AA03500	\$20,000	\$32,000	Creative Land Use LLC
81021AC01300, 1301, 1700, 1800	\$25,000	\$25,000	Creative Land Use LLC
81033A002000	\$20,000	0	

20  
21  
22  
23 DATED this \_\_\_\_\_ day of October, 2020  
24  
25  
26

27 BOARD OF COUNTY COMMISSIONERS  
28 FOR CLATSOP COUNTY, OREGON  
29

30 \_\_\_\_\_  
31 Kathleen Sullivan, Chairperson  
32

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

GRANTEE:  
Earl A. Rose & Kathleen A. Rose, Trustees of the  
Rose Family Trust dated August 15, 2015  
1715 SW 27<sup>th</sup> Circle  
Battle Ground, WA 98604

## QUITCLAIM DEED

**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.**

CLATSOP COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to, **Earl A. Rose and Kathleen A. Rose, Trustees of the Rose Family Trust dated August 15, 2015, 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: Exhibit "A" attached hereto and incorporated herein by reference

ASSESSOR'S ACCT. NO. 71021DC01000  
ACCT. ID No. 17504  
SITUS ADDRESS: Vacant land off of Ocean Drive in Surf Pines

**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 **FORTY-TWO THOUSAND FIVE HUNDRED (\$42,500) 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 October 2020.

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

STATE OF OREGON        )  
  ) ss.  
County of Clatsop        )

This Quitclaim Deed was acknowledged before me on this \_\_\_\_ day of October 2020 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:

Earl A. Rose and Kathleen A. Rose, Trustees of the Rose Family Trust, dated August 15, 2015  
1715 SW 27<sup>th</sup> Cir.  
Battle Ground, WA 98604

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL

## EXHIBIT "A"

ASSESSOR'S ACCOUNT #71021DC01000

LEGAL DESCRIPTION: That part of Section 21, Township 7 North, Range 10 West, Willamette Meridian, County of Clatsop, State of Oregon, described as follows:

Beginning at the Northwest corner of the Philo Callender Donation Land Claim;

Thence North 89° 30' East 818.3 feet along the North line of the said donation Land Claim to an iron pipe which is 30 feet Easterly of the center line of a road;

Thence North 7° 15' West along the East side of said road 452.6 feet;

Thence crossing said road South 82° 45' West 60 feet to the Southeast corner of the Hansen tract described in book 206, Page 142, Deed Records, Clatsop County;

Thence North 7° 15' West along the Easterly line of said Hansen tract 250 feet to the Northeast corner of said Hansen tract, which point is the true point of beginning of the tract herein described;

Thence North 7° 15' West along the West line of aforementioned road 153.5 feet to the South line of that road dedicated to the public by instrument recorded in book 108, Page 332, Deed Records, Clatsop County;

Thence West along the South line of the last mentioned road 570 feet to the East line of another road;

Thence along the East line of the last mentioned road South 45° East and also being along a curve, a distance of 286 feet more or less to the North line of said Hansen tract;

Thence North 85° 16' east along the North line of said Hansen tract 450 feet more or less to the true point of beginning; Less portion described in book 403, Page 137, Deed Records, Clatsop County, Also includes a portion of said Vacated road dedicated in Book 108, Page 332, and Vacated by Resolution and Order 76-5 dated April 28, 1976 by the Clatsop County Board of commissioners described as follows:

Beginning at the Northwest corner of a property conveyed at Book 403, Page 137, Clatsop County Deed Records, State of Oregon;

Thence North along a line perpendicular to the centerline of the road dedicated in Book 108, Page 332, Clatsop County Deed Records, State of Oregon, to the intersection with said centerline;

Thence West along said centerline to its intersection with the East line of a road described as Parcel 2 in easement in Book 256, Page 561, Clatsop County Deed Records, State of Oregon;

Thence South along said East line to the Northwest corner of Book 256, Page 543, Clatsop County Deed Records, State of Oregon;

Thence East along said north line to the point of beginning.

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

GRANTEE:  
Highlands Golf Course Inc.  
PO Box 2450  
Gearhart, OR 97138

## QUITCLAIM DEED

**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.**

CLATSOP COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to, **Highlands Golf Course Inc., an Oregon corporation, 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: Exhibit "A" attached hereto and incorporated herein by reference

ASSESSOR'S ACCT. NO. 71033D000200  
ACCT. ID No. 18090  
SITUS ADDRESS: Vacant land in Gearhart

**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 **TWENTY THOUSAND (\$20,000) 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 October 2020.

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

STATE OF OREGON        )  
  ) ss.  
County of Clatsop        )

This Quitclaim Deed was acknowledged before me on this \_\_\_\_ day of October 2020 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:

Highlands Golf Course Inc.  
PO Box 2450  
Gearhart, OR 97138

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL

EXHIBIT "A"

ASSESSOR'S ACCOUNT #71033D000200

LEGAL DESCRIPTION: A tract of land in the county of Clatsop, State of Oregon, described as follows: Beginning at a point on the South boundary of the Obediah C. Mottly D.L.C. in Townships 6 & 7 North, Range 10 West, Willamette Meridian; said point of beginning being the Southeast corner of "The Highlands at Gearhart" as recorded in the Record of Town Plats, Clatsop County, Oregon;  
Thence South 89° 47' 23" East along said South Boundary 49.89 feet to a 5/8 inch rebar;  
Thence North 07° 02' East 597.97 feet to a 5/8 inch rebar;  
Thence North 00° 49' East 605.80 feet to a 5/8 inch rebar;  
Thence North 01° 30' East 1,455.74 feet to a 5/8 inch rebar on the North boundary of said Mottly D.L.C.;  
Thence South 89° 44' 50" West along said North boundary 113.0 feet to the Northeast corner of Tract D in said plat of The Highlands at Gearhart;  
Thence along the East boundary of said plat South 00° 03' 06" East 2,184.63 feet;  
Thence continuing along the East Boundary 07° 09' 15" West 472.81 feet to the point of beginning.

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

GRANTEE:  
Creative Land Use, LLC  
2060 SE Airport Lane  
Warrenton, OR 97146

## QUITCLAIM DEED

**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.**

CLATSOP COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to, **Creative Land Use 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: Lots 1 and 2, Block 39, Town of New Astoria, County of Clatsop, Oregon

ASSESSOR'S ACCT. NO.81008AA03500  
ACCT. ID No. 28883  
SITUS ADDRESS: Vacant land off of Fleet Street in Hammond

**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 **THIRTY-TWO THOUSAND (\$32,000) 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 October 2020.

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

STATE OF OREGON        )  
  ) ss.  
County of Clatsop        )

This Quitclaim Deed was acknowledged before me on this \_\_\_\_ day of October 2020 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:

Creative Land Use, LLC  
2060 SE Airport Ln  
Warrenton, OR 97146

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL

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

GRANTEE:  
Creative Land Use, LLC  
2060 SE Airport Lane  
Warrenton, OR 97146

## QUITCLAIM DEED

**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.**

CLATSOP COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to, **Creative Land Use 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: Lots 14, 16, 18, 20, 22, 24, 26 and 28, Block 4, Warren's First Extension of Warrenton Addition, in the City of Warrenton, County of Clatsop, Oregon

ASSESSOR'S ACCT. NO.8121AC01300, 1301, 1700, 1800

ACCT. ID No. 30144, 30145, 30148, 30149

SITUS ADDRESS: Vacant land off of SW 1<sup>st</sup> and SW Alder Court in Warrenton

**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 **TWENTY-FIVE THOUSAND (\$25,000) 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 October 2020.

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

STATE OF OREGON        )  
  ) ss.  
County of Clatsop        )

This Quitclaim Deed was acknowledged before me on this \_\_\_\_ day of October 2020 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:

Creative Land Use, LLC  
2060 SE Airport Ln  
Warrenton, OR 97146

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL

MAP #71033D000200	ID # 18090	Minimum Bid: \$20,000 CASH
Real Market Value: \$63,870		Assessed Value: \$20,558
Acreage: 4.77		General Area: at the Reserve in Gearhart
Zoning: R-1, Low Density Residential		Special Overlay:
<p>Comments: Long narrow strip of open space between the Reserve and the Highlands. Adjoining property's post office/club house encroaches on this parcel belonging to the Reserve. The Highland Golf Course has an easement over the entire parcel and there are additional two smaller easements encumbering the southern portion of this parcel.</p>		



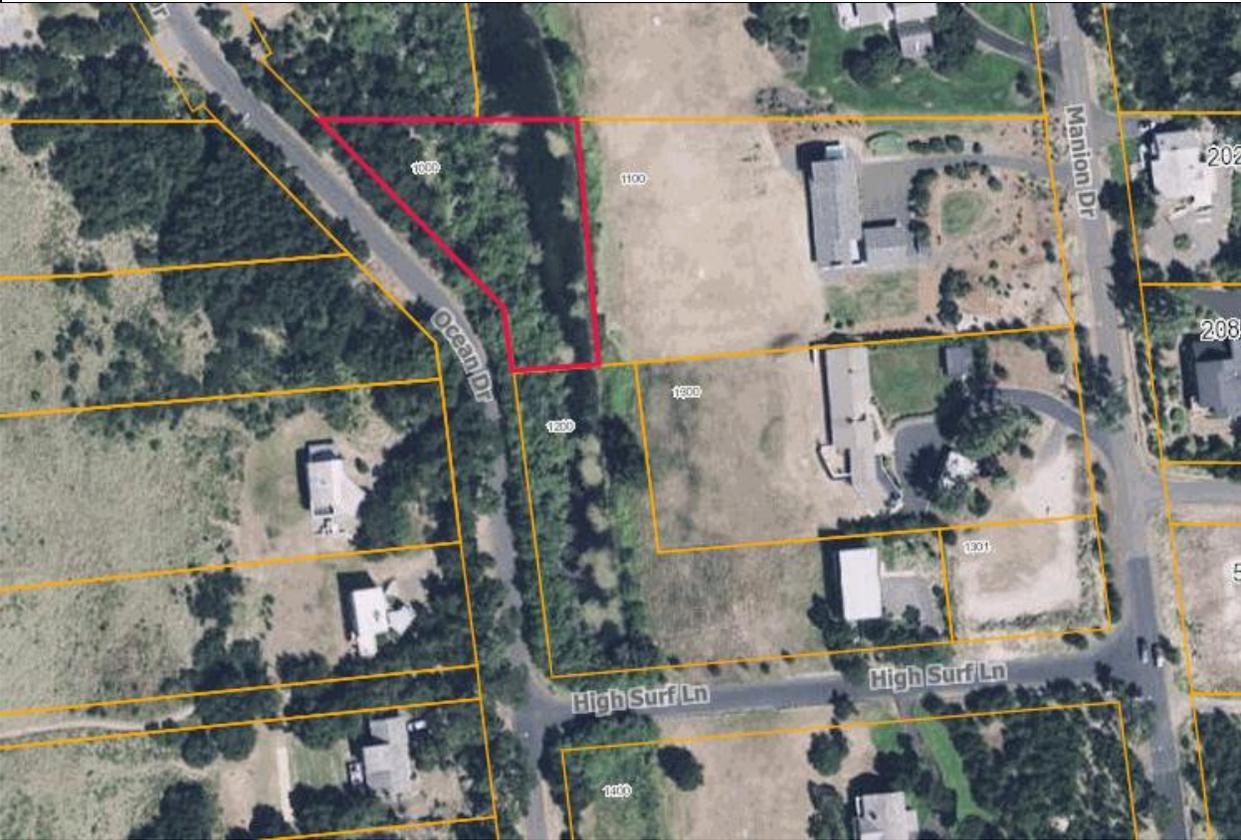
MAP # 81008AA03500	ID # 28883	Minimum Bid: \$20,000 cash
Real Market Value: \$54,929		Assessed Value: \$15,400
Acreage: 0.15		General Area: Vacant land off of Fleet Street and 7 <sup>th</sup> Avenue
Zoning: RM-Medium Density Residential		Special Overlay: Portion in Wetlands
Comments: For development information, contact the City of Warrenton's Planning Department 503-861-0920		



MAP # 81021AC01300,1301, 1700, 1800	ID # 30144, 30145, 30148, 30149	Minimum Bid: \$25,000 CASH
Real Market Value: \$88,554		Assessed Value: \$43,520
Acreage: 0.44		General Area: Vacant land off of SW 1 <sup>st</sup> and SW Alder Court in Warrenton
Zoning: RH-High Density Residential		Special Overlay: Portion in Wetlands
Comments: 4 different tax lots sold together. For development information, contact the City of Warrenton's Planning Department at 503-861-0920		



MAP # 71021DC01000	ID # 17504	Minimum Bid: \$5,000 CASH
Real Market Value: \$73,602		Assessed Value: \$72,891
Acreage: 0.70		General Area: Surf Pines, off of Ocean Drive and High Surf Lane
Zoning: CBR-Coastal Beach Residential		Special Overlay: Wetlands
Comments: Portion of tax lot underwater and most in wetlands		



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

October 14, 2020

---

**Issue/ Agenda Title:** Seaside School District Reversionary Clauses  
**Category:** Consent Calendar  
**Prepared By:** Joanna Lyons-Antley, County Counsel  
**Presented By:** Joanna Lyons-Antley, County Counsel

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**Issues Before the Commission:** Approval of the Seaside School District proposal

**Informational Summary:** The County has reversionary clauses for five tax lots at the former Seaside High School (roughly shown in orange on the attached map):

- Tax lot 6100
- Tax lot 6500
- Tax lot 5000
- Southeastern portion of tax lot 2900.

For these properties, as long as the property is used for a school, the Seaside School District will maintain ownership in the properties. Once the properties are no longer used for a school, they will revert back to County ownership. As you can see from the map, the majority of these properties, with the exception of the portion of tax lot 2900, are located on the north side of the property. For the sake of clean title and future use, it is best to have the Seaside School District quit claim these properties to the County.

Seaside School District owns the following properties without a reversionary clause (shown in blue on the attached map):

- All of the tax lot 2900, except the southeastern portion.
- Tax lot 3000
- Tax lot 3600
- Tax lot 3700
- Tax lot 3800
- Tax lot 4201

Further, as discussed in the August 4, 2020, work session, there is a question about the ownership in tax lot 4900 (shown in yellow on the attached map).

The School District would like to eliminate the reversionary clause from tax lot 2900 to facilitate the sale of the property for development. To consolidate the tax lots, the School District proposes:

- The County quit claims its interest in the southeastern portion of 2900; and
- The School District quit claims its interest in tax lot 4900 (the property under questionable ownership) to the County. The School District will also quit claim tax lots 5000, 5100, 6100, and 6500 to the County for clean title purposes.

In essence, the County would be exchanging its reversionary interest in the portion of tax lot 2900 for acquisition of tax lot 4900. If approved, the School District will prepare the quit claim deeds.

The County will hold a future work session to discuss the use of the northern properties.

**Fiscal Impact:** None

**Options to Consider:**

1. Approve the School District's proposal to execute quit claim deeds, exchanging the County's reversionary interest in the portion of tax lot 2900 for acquisition of tax lot 4900 and creating a clean chain of title for tax lots 5000, 5100, 6100 and 6500.
2. Reject the School District's proposal.

**Staff Recommendation:** Option #1

**Recommended Action:**

Approve Seaside School District's proposal and authorize the Chair to sign the deeds.

**Attachment List**

- A. Map



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

October 14, 2020

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**Issue/ Agenda Title:** North Coast Land Conservancy Land Transfer & Stipend

**Category:** Consent Calendar

**Prepared By:** Terry Hendryx, Assistant Director, Public Works

**Presented By:** Terry Hendryx, Assistant Director, Public Works

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**Issues Before the Commission:** Signing of the quitclaim deed to transfer property and approving the stipend

**Informational Summary:** In February 2016, Clatsop County sold 10.3 acres of property to Big Beams, LLC for \$700,000. Part of the agreement signed by BOC Chair, Scott Lee, was to provide Big Beams, LLC with four mitigation credits to allow for the filling of wetlands for Bugle Road construction and site development. In order to procure the required four mitigation credits, the County was allowed to convert forty acres of County owned property within the City of Warrenton to Wetland Preservation as the Compensatory Mitigation Plan submitted by Big Beams, LLC, (also known as Fort George Distribution Campus and Bugle Road). This preserved property was to be transferred along with a \$36,005 stipend to manage the property to the North Coast Land Conservancy. The transfer had been placed on hold due to a mineral rights issue with the City of Warrenton. The issue has been remedied to the North Coast Land Conservancy's satisfaction.

**Fiscal Impact:** \$36,005 to be paid for out of the Industrial Revolving Account

**Options to Consider:**

1. Sign Quit Claim Deed to fulfill County's obligation to Oregon Division of State Lands and the North Coast Land Conservancy to transfer the "Preservation Area" as recorded in Clatsop County Deed Records as Instrument No. 201900805, to a conservator for the mitigation credits supplied to Big Beams, Inc. and authorize payment of the stipend.
2. Do not sign Deed, which could negate the wetland credits used to construct Bugle Road and given to Big Beam, Inc., by contract. Potential lawsuit from Big Beams, Inc. and daily fines from Division of State Lands.

**Staff Recommendation:** Option #1, Sign the Deed and authorize stipend.

**Recommended Action:**

*Chair of the Board to sign the Deed which transfers ownership of the forty acres of wetland preservation described in Exhibit B to the North Coast Land Conservancy with a managerial stipend of \$36,005 paid from the Industrial Revolving Account.*

**Attachment List**

- A. Quit Claim Deed
- B. Preservation Area – Instrument No. 201900805

Clatsop County  
North Coast Land Conservancy, Inc.

Grantor  
Grantee

**Send tax statements to:**

North Coast Land Conservancy, Inc.  
P.O. Box 67  
Seaside, Oregon 97138

**After Recording, return to:**

North Coast Land Conservancy, Inc.  
P.O. Box 67  
Seaside, Oregon 97138

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**QUITCLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS, that **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter called the Grantor for the consideration hereinafter stated, does hereby remise, release and quitclaim unto **North Coast Land Conservancy, Inc.**, hereinafter called the Grantee, and unto Grantee's heirs, successors and assigns all the Grantor's right, title and interest in that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Clatsop, State of Oregon, described as follows, to wit:

**See attached Exhibit A**

**GRANTOR SHALL NOT WARRANT OR DEFEND TITLE OF REAL PROPERTY TO BE FREE OF DEFECTS OR ENCUMBRANCES AND WILL NOT WARRANT THAT ITS FORECLOSURE PROCEEDING OR ANY OTHER PROCEEDING AUTHORIZING THE ACQUISITION, SALE OR TRANSFER OF THIS PROPERTY TO BE FREE OF DEFECTS AND WILL ONLY SELL AND CONVEY SUCH TITLE, IF ANY, AS GRANTOR HAS ACQUIRED.**

To Have and to Hold the same unto Grantee and Grantee's heirs, successors and assigns forever.

The true and actual consideration paid for in this transfer, stated in terms of dollars, is zero dollars (\$0). However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

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 SECTION 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.

**IN WITNESS WHEREOF**, the Grantor has executed this instrument this \_\_\_\_\_ day of October, 2020; if Grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

\_\_\_\_\_  
Chair

STATE OF OREGON, County of Clatsop) ss.

This instrument was acknowledged before me on October \_\_\_\_, 2020, by \_\_\_\_\_ as Chair of the Board of Commissioners of Clatsop County, a Political Subdivision of the State of Oregon.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON

My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### Preservation Area

A tract of land in the West Half of Section 21, Township 8 North, Range 10 West, Willamette Meridian, Clatsop County Oregon, the boundaries of which are described as follows:

Beginning at the northeast corner of Block 7, in the town plat of *W.C. Smith's Warrenton*, Book 3, Page 5, Clatsop County Town Plat Records; thence Southerly along the east line of Block 7 and its Southerly extension to the southeast corner of Block 12, *W.C. Smith's Warrenton*; thence Westerly along the south line of Block 12 to the southwest corner of Lot 8, Block 12; thence Southerly in a straight line to the northeast corner of Lot 16, Block 24, *W.C. Smith's Warrenton*; thence Southerly along the east line of Lot 16 and its Southerly extension to the southeast corner of Lot 13, Block 24; thence Westerly along the south line of Lot 13 and its Westerly extension to the center line of Pine Street; thence Southerly along the center line of Pine Street to the south line of *W.C. Smith's Warrenton*; thence Westerly along the south line of *W.C. Smith's Warrenton* to its intersection with the east line of the property described as Parcel No. 2 in Book 681, Page 250, Clatsop County Deed Records, said property being the west half of the property described in Book 11, Page 628, Clatsop County Deed Records; thence Southerly along said line to its intersection with the north line of SW 9th Street; thence Westerly along the north line of SW 9th Street to its intersection with the west line of the east half of the property described in Book 10, Page 385, Clatsop County Deed Records; thence Northerly along the said west line to its intersection with the south line of *W.C. Smith's Warrenton*; thence Easterly along the south line of *W.C. Smith's Warrenton* to its intersection with the Southerly extension of the west line of Block 27, *W.C. Smith's Warrenton*; thence Northerly in a straight line to the southwest corner of Block 27; thence Northerly along the west line of Block 27 and its Northerly extension to the Easterly extension of the south line of Block D, *W.C. Smith's Warrenton*; thence Westerly in a straight line to the southeast corner of Block D; thence Westerly along the south line of Block D to its southwest corner; thence Northerly along the west line of Block D to a point that is Southerly 20 feet from the northwest corner of Block D; thence Easterly in a straight line to a point on the west line of Lot 1, Block 9, *W.C. Smith's Warrenton* that is Southerly 20 feet from the northwest corner of Lot 1; thence Northerly along the west line of Lot 1 to its northwest corner; thence Easterly along the north line of Lot 1 to its northeast corner, being also the northeast corner of Block 9, *W.C. Smith's Warrenton*; thence Southerly along the east line of Block 9 to the northeast corner of Lot 3, Block 9; thence Westerly along the north line of Lot 3 to its northwest corner; thence Southerly along the west line of Lot 3 to its southwest corner; thence Easterly along the south line of Lot 3 to its southeast corner on the east line of Block 9; thence Southerly along the east line of Block 9 to its southeast corner; thence Easterly in a straight line to the southwest corner of Block 8, *W.C. Smith's Warrenton*; thence Northerly along the west line of Block 8 to its northwest corner; thence Easterly along the north line of Block 8 and its Easterly extension to the northeast corner of Block 7 *W.C. Smith's Warrenton* at the Point of Beginning.

ALSO The east half of the property described in Book 11, Page 628, Clatsop County Deed Records, excepting therefrom the easterly 70 feet, being a strip of land 70 feet wide, Westerly and adjoining the east line of said property being described therein as "the ditch" and commonly known as Alder Creek.



Recording Instrument #: 201900805  
Recorded By: Clatsop County Clerk  
# of Pages: 9 Fee: 132.00  
Transaction date: 2/8/2019 14:38:53  
Deputy: nstethem

1

After recording, return to:

Clatsop County Public Works  
1100 Olney Avenue  
Astoria OR 97103

**DECLARATION OF COVENANTS AND RESTRICTIONS and  
ACCESS EASEMENT  
FOR THE  
{Fort George Distribution Campus and Bugle Road,  
Corps permit #NWP-2017-230, DSL permit # 60450 - RF}**

THIS DECLARATION is made by Clatsop County ("Declarant").

**RECITALS**

1. Declarant is the owner of the real property described in Exhibit "A," attached hereto and by this reference incorporated herein ( the "Property"), and has designated the Property as a compensatory mitigation site in accordance with Removal-Fill Permit # 60450 - RF (the "DSL Permit") approved by the Oregon Department of State Lands ("Department"), and the Department of the Army permit #NWP-2017-230 ("Corps permit") approved by the US Army Corps of Engineers ("Corps").
2. Declarant desires and intends to provide for the perpetual protection and conservation of the wetland and waterway functions and values of the Property and for the management of the Property and improvements thereon, and to this end desires to subject the Property to the covenants, restrictions, easements and other encumbrances hereinafter set forth, each and all of which is and are for the benefit of the Property;

3. The Department has accepted the mitigation plan for the Property under ORS 196.800 et seq, and the Corps has likewise accepted the mitigation plan under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act.

## **ARTICLE 1 DEFINITIONS**

1.1 “Declaration” shall mean the covenants, restrictions, easement, and all other provisions set forth in the Declaration of Covenants and Restrictions.

1.2 “Declarant” shall mean and refer to Clatsop County, the owner of the Property, and the owner’s heirs, successors, and assigns.

1.3 “DSL permit” shall mean the final document approved by the Department that includes the mitigation plan and which formally establishes the mitigation site and stipulates the terms and conditions of its construction, operation and long-term management. A copy of the DSL permit may be obtained at the Department of State Lands, 775 Summer St. NE, Salem, OR 97301; phone 503-986-5200.

1.4 “Corps permit” shall mean the final document approved and issued by the Corps which includes the mitigation plan describing where and how the compensatory mitigation will be completed, monitored, managed, and maintained. A copy of the Corps permit associated with this Declaration may be obtained at the office of the US Army Corps of Engineers, Regulatory Branch, 333 SW First Ave., Portland, OR 97208; Phone 503-808-4373.

1.5 “Property” shall mean and refer to all real property subject to this Declaration, as more particularly set forth in Exhibit “A.”

## **ARTICLE 2 PROPERTY SUBJECT TO THIS DECLARATION**

The Property described in Exhibit A is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

**ARTICLE 3**  
**DECLARANT REPRESENTATIONS**

Declarant represents and warrants that after reasonable investigation, and to the best of its knowledge, that no hazardous materials or contaminants are present that conflict with the conservation purposes intended; that the Property is in compliance with all federal, state, and local laws, regulations, and permits; that there is no pending litigation affecting, involving, or relating to the Property that would conflict with the intended conservation use; and that the Property is free and clear of any and all liens, claims, restrictions, easements and encumbrances that would interfere with the ability to protect and conserve the Property.

**ARTICLE 4**  
**GENERAL DECLARATION**

Declarant, in order to discharge in part its obligations under the DSL permit and the Corps permit, declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and other encumbrances in this Declaration, in order that it shall remain substantially in its restored, enhanced, preserved, open and natural condition, in perpetuity. The terms and conditions of this Declaration shall be both implicitly and explicitly included in any subsequent transfer, conveyance, or encumbrance affecting all or any part of the Property. No modification or release of this Declaration will be effective unless authorized in writing by the Department and by the Corps. Any amendments must be signed by the Department and must be recorded in the official records of the county in which the Property is located.

**ARTICLE 5**  
**USE RESTRICTIONS, MANAGEMENT RESPONSIBILITIES,**  
**AND RESERVED RIGHTS**

Declarant is subject to any and all easements, covenants and restrictions of record affecting the Property.

A. USE RESTRICTIONS. Except as necessary to conduct, remediate or maintain the Property consistent with the DSL permit and the Corps permit, the actions prohibited by this covenant include:

1. There shall be no removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of any native vegetation in the Property, nor any disturbance or change in the natural habitat of the Property unless it promotes the mitigation goals and objectives established for the Property. Hazard trees that pose a specific threat to existing structures including fences or pedestrian trails may be felled and left on site.
2. There shall be no agricultural, commercial, or industrial activity undertaken or allowed in the Property; nor shall any right of passage across or upon the Property be allowed or granted if that right of passage is used in conjunction with agricultural, commercial or industrial activity.
3. No domestic animals shall be allowed to graze or dwell on the Property.
4. There shall be no filling, excavating, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock minerals or other materials, nor any storage nor dumping of ashes, trash, garbage, or of any other material, and no changing of the topography of the land of the Property in any manner once the wetlands are constructed unless approved in writing by the Department and by the Corps.
5. There shall be no construction or placing of buildings, mobile homes, advertising signs, billboards or other advertising material, vehicles or other structures on the Property.
6. There shall be no legal or de facto division, subdivision or partitioning of the protected Property.
7. Use of motorized off-road vehicles is prohibited except on existing roadways.

B. MANAGEMENT RESPONSIBILITIES. Declarant shall take all reasonable action to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the mitigation purposes of the Property or that are otherwise inconsistent with this Declaration.

C. RESERVED RIGHTS. Declarant reserves all other rights accruing from Declarant's ownership of the Property including but not limited to the exclusive possession of the Property,

the right to transfer or assign Declarant's interest in the same; the right to take action necessary to prevent erosion on the Property, to protect the Property from losing its wetland or waterway functions and values, or to protect public health or safety; and the right to use the Property in any manner not prohibited by this Declaration and which would not defeat or diminish the conservation purpose of this Declaration.

The Declarant specifically reserves the right to use the Property for the purposes of habitat protection and restoration, which reserved rights are deemed to be consistent with the purposes enumerated in the permit.

## **ARTICLE 6 EASEMENT (RIGHT OF ENTRY)**

Declarant hereby grants to the Department an easement and right of entry on the Property for the purpose of physically accessing the Property at all reasonable times to inspect the Property in order to monitor and to ascertain whether there has been compliance with this Declaration and the DSL permit. In the event that the Property lacks access via a public road or other common area, Declarant grants to the Department an easement over and across any other property of Declarant, the use of which is necessary to access the Property. The Declarant hereby grants to the Corps a right of entry to ascertain compliance with the Corps permit and this Declaration.

## **ARTICLE 7 GENERAL PROVISIONS**

A. NOTICE. The Department and the Corps shall be provided with a 60-day advance written notice of any legal action concerning this Declaration commenced by Declarant, Declarant's heirs, successors or assigns, including but not limited to any action to extinguish, void or modify this Declaration, in whole or in part. This Declaration, and the covenants, restrictions, easements and other encumbrances contained herein, are intended to survive foreclosure, tax sales, bankruptcy proceedings, zoning changes, adverse possession,

abandonment, condemnation and similar doctrines or judgments affecting the Property. A copy of this recorded Declaration shall accompany said notice.

B. **VALIDITY.** If any provision of this Declaration, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Declaration, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

IN WITNESS WHEREOF, the undersigned being Declarant herein, has executed this instrument this 8<sup>th</sup> day of August, 2018.



\_\_\_\_\_  
Clatsop County  
\_\_\_\_\_  
County, Oregon

By: [Signature]  
Title: Board Chair

STATE OF OREGON        )  
  )  
County of Clatsop        )

ss:

This instrument was acknowledged before me on August 8, 2018 (date) by Scott Lee (name of person) as Board Chair (title) of Applicant firm's name of Clatsop County, Oregon.

Theresa Dursse  
Signature of Notarial Officer  
My Commission Expires: 6/10/19

GRANTEE: The State of Oregon, Department of State Lands, approves Declarant's conveyance of an easement in favor of the Department.

By: [Signature]  
Title: Aquatic Resource Coordinator  
Date: 8/21/2018

Attachment:  
Exhibit A, legal description and labeled map of the Property

## EXHIBIT A

### Preservation Area

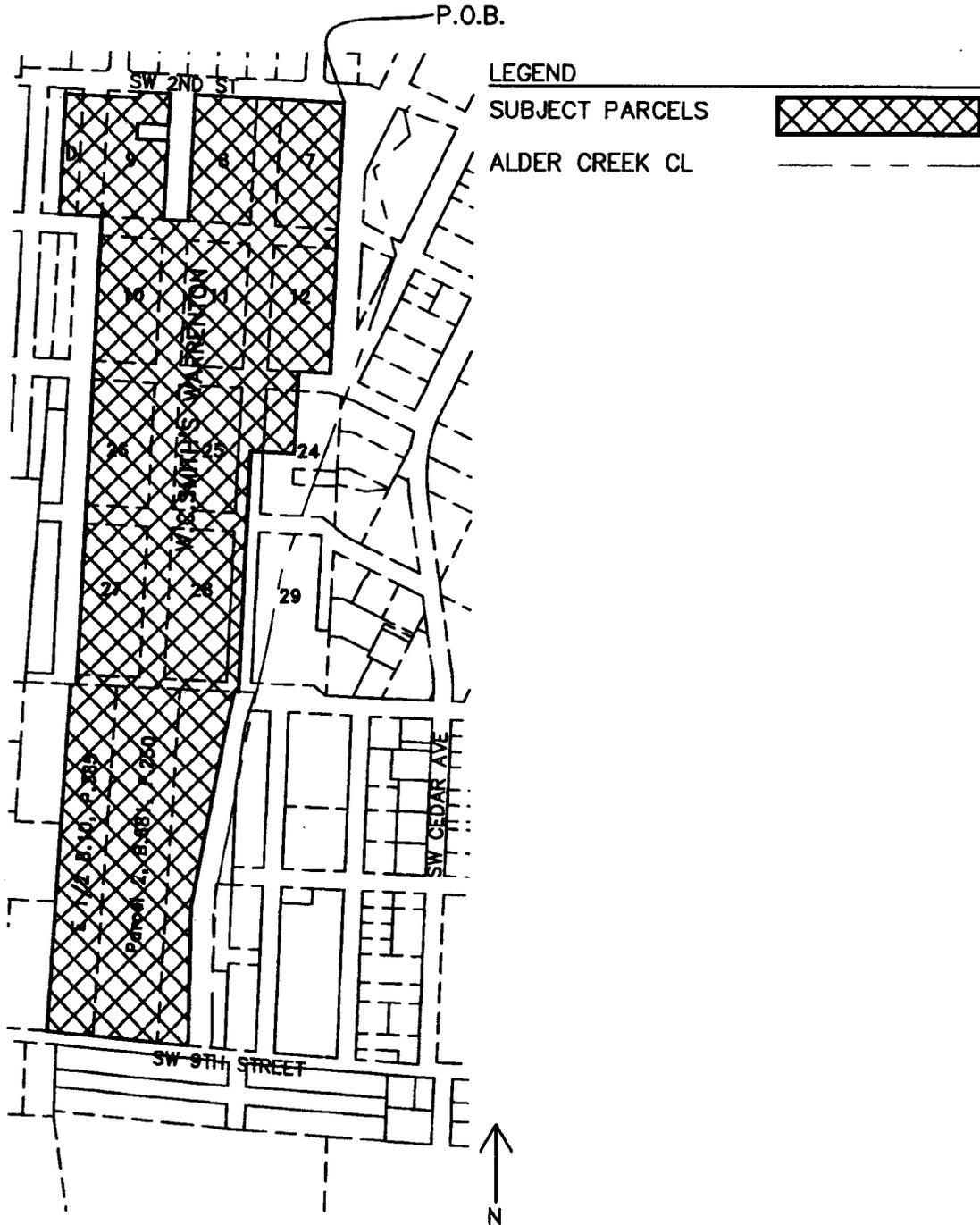
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ALSO The east half of the property described in Book 11, Page 628, Clatsop County Deed Records, excepting therefrom the easterly 70 feet, being a strip of land 70 feet wide, Westerly and adjoining the east line of said property being described therein as "the ditch" and commonly known as Alder Creek.

# EXHIBIT A — MAP

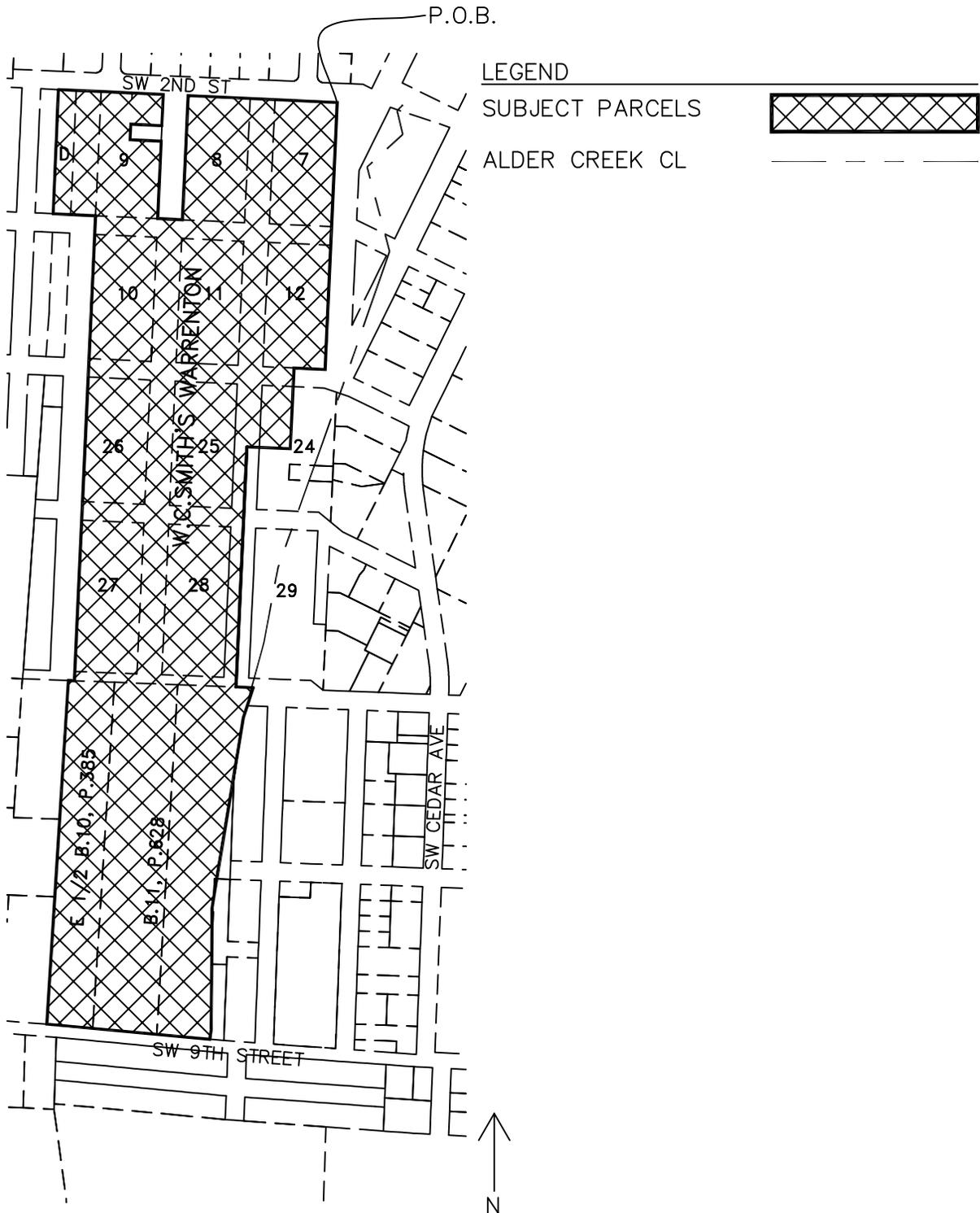
SCALE: 1' = 500'



CONSERVATION EASEMENT — T8N R10W SEC 21 — CITY OF WARRENTON, OR

# EXHIBIT A — MAP

SCALE: 1' = 500'



CONVEYANCE AREA — T8N R10W SEC 21 — CITY OF WARRENTON, OR

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

October 14, 2020

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**Issue/ Agenda Title:** Purchase of 2021 Ford F150 Pickup  
**Category:** Consent Calendar  
**Prepared By:** Dean Keranen, County Engineer  
**Presented By:** Ted Mclean, Public Works Director

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**Issues Before the Commission:** Purchase of a 2021 Ford F150 Pickup from Northside Ford Truck Sales, Inc.

**Informational Summary:** Clatsop County Public Works Department has budgeted a total of \$685,000 for the purchase of equipment in the Fiscal Year 20/21.

Management has been utilizing fleet vehicle #246 and the purchase of this pickup will allow that vehicle to return to the fleet.

Three bids were obtained and the lowest bid was \$36,021 from Northside Ford Truck Sales, Inc. under State Contract #5549. The Ford F150 was budgeted for \$35,000 but the purchase will still be within the total equipment budget due to lower prices coming in on the other equipment purchases.

**Fiscal Impact:** The equipment will be paid from the Roads Equipment Replacement budget.

**Options to Consider:**

1. Approve the purchase of the 2021 Ford F150 Pickup from Northside Ford Truck Sales, Inc.
2. Look for other truck options
3. Keep the fleet as is and postpone for another year

**Staff Recommendation:** Option #1

**Recommended Action:**

*Approve the purchase of the 2021 Ford F150 Pickup from Northside Ford Truck Sales, Inc. in the amount of \$36,021.*

**Attachment List**

- A. Quote #1 from Northside Ford Truck Sales, Inc.
- B. Quote #2 from Power Ford
- C. Quote #3 from Dane Gouges Astoria Ford

#1

state contract # 5549

36,021.40

Prepared for: TJ Hecox

Clatsop County

Prepared by: SHARON TUCKER

09/10/2020

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |



972182995

2021 F-150 4x4 SuperCrew Cab Styleside 6.5' box 157" WB XL (W1E)

Price Level: 120 | Quote ID: Clat21W1EL

### As Configured Vehicle

Code	Description	MSRP	Invoice
------	-------------	------	---------

#### Base Vehicle

W1E	Base Vehicle Price (W1E)	\$42,635.00	\$40,717.00
-----	--------------------------	-------------	-------------

#### Packages

101A	Equipment Group 101A	\$920.00	\$837.00
	High	-\$750.00	-\$683.00

- Option Discount

Includes:

- Transmission: Electronic 10-Speed Automatic

- Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.

- Radio: AM/FM Stereo w/6 Speakers

- Includes auxiliary audio input jack.

- SYNC 4

- Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.

- Cruise Control

- Reverse Sensing System

#### Powertrain

998	Engine: 3.5L V6 EcoBoost	\$600.00	\$546.00
-----	--------------------------	----------	----------

Includes auto start-stop technology.

44G	Transmission: Electronic 10-Speed Automatic	Included	Included
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Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.

XL6	Electronic Locking w/3.73 Axle Ratio	Included	Included
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NONGV5	GVWR: 7,850 lbs Payload Package	Included	Included
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#### Wheels & Tires

T8C	Tires: LT265/70R18C OWL A/T	Included	Included
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64H	Wheels: 18" Silver Painted Aluminum	Included	Included
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#### Seats & Seat Trim

A	Vinyl 40/20/40 Front Seat	N/C	N/C
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#### Other Options

Agenda Item #19.

Page 177

**Prepared for: TJ Hecox**

Clatsop County

Prepared by: SHARON TUCKER

09/10/2020



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2021 F-150 4x4 SuperCrew Cab Styleside 6.5' box 157" WB XL (W1E)

Price Level: 120 | Quote ID: Clat21W1EL

**As Configured Vehicle (cont'd)**

Code	Description	MSRP	Invoice
157WB	157" Wheelbase	STD	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack. Includes: - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i>	Included	Included
53B	Class IV Trailer Hitch Receiver  Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately. <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7-pin wiring harness with 7-pin-to-4-pin adapter and smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available.).</i>	Included	Included
53C	Max Trailer Tow Package  Ordering the Max Trailer Tow Package does not include Trailer Tow Mirrors. Trailer Tow Mirrors are a standalone option and must be ordered separately. (Option Code: 54Y/59S). Max GCWR/max tow only achieved on SuperCrew equipped with 20" wheels. These trucks will also come equipped with max springs, steering gear and upgraded stabilizer bar for this configuration. <i>Includes max towing capability up to TBD lbs. and upgraded rear bumper. Includes: - Extended Range 36 Gallon Fuel Tank - Class IV Trailer Hitch Receiver Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7-pin wiring harness with 7-pin-to-4-pin adapter and smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available.). - Pro Trailer Backup Assist - Integrated Trailer Brake Controller</i>	\$1,350.00	\$1,229.00
627	Heavy-Duty Payload Package <i>Includes 9.75" gearset and upgraded springs. Includes: - GVWR: 7,850 lbs Payload Package - Electronic Locking w/3.73 Axle Ratio - Extended Range 36 Gallon Fuel Tank - Tires: LT265/70R18C OWL A/T - Wheels: 18" Silver Painted Aluminum</i>	\$1,695.00	\$1,543.00
67T	Integrated Trailer Brake Controller	Included	Included
59S	LED Sideview Mirror Spotlights <i>Includes high-intensity LED security approach lamps.</i>	\$175.00	\$160.00
PAINT	Monotone Paint Application	STD	STD
471	Onboard 400W Outlet	\$290.00	\$264.00

**Prepared for: TJ Hecox**

Clatsop County

Prepared by: SHARON TUCKER

09/10/2020



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2021 F-150 4x4 SuperCrew Cab Styleside 6.5' box 157" WB XL (W1E)

Price Level: 120 | Quote ID: Clat21W1EL

**As Configured Vehicle (cont'd)**

Code	Description	MSRP	Invoice
54Y_	Manual-Folding Heated Pwr Glass Trailer Tow Mirror <i>Manually telescoping. Includes turn signal and black skull caps.</i>	\$395.00	\$360.00
924	Rear Window Fixed Privacy Glass	\$100.00	\$91.00
57Q	Rear Window Defroster	\$220.00	\$200.00
76R	Reverse Sensing System	Included	Included
595_	Fog Lamps	\$140.00	\$128.00
96W	Tough Bed Spray-In Bedliner Ford accessory.	\$595.00	\$542.00

**Fleet Options**

50S	Cruise Control	Included	Included
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**Interior Colors**

AS_02	Black	N/C	N/C
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**Primary Colors**

YZ_01	Oxford White	N/C	N/C
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SUBTOTAL		\$48,365.00	\$45,934.00
Destination Charge		\$1,695.00	\$1,695.00
TOTAL		\$50,060.00	\$47,629.00

**Prepared for: TJ Hecox**

Clatsop County

Prepared by: SHARON TUCKER

09/10/2020



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2021 F-150 4x4 SuperCrew Cab Styleside 6.5' box 157" WB XL (W1E)

Price Level: 120 | Quote ID: Clat21W1EL

## Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$42,635.00
Options & Colors		\$5,730.00
Upfitting		\$0.00
Destination Charge		\$1,695.00
<b>Subtotal</b>		<b>\$50,060.00</b>
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	
VCAF	As per state contract #5549.	\$0.00
Delivery	Delivery per contract \$2.25 per mile after 60.	\$99.00
Govt Disc	Government discount	-\$14,651.08
<b>Subtotal</b>		<b>\$35,507.92</b>
<i>Sales Taxes</i>		
<b>Code</b>	<b>Description</b>	
Oregon Tax	Oregon Privilege Tax	\$177.54
	<small>Oregon Privilege Tax for all new vehicles and any used vehicles with less than 7500 miles that have not previously been registered in Oregon.</small>	
CAT	Corporate Activity Tax	\$133.15
	<small>Estimated CAT tax (gross receipts tax) in effect 1/1/20.</small>	
<b>Subtotal</b>		<b>\$35,818.61</b>

Prepared for: TJ Hecox

Clatsop County

Prepared by: SHARON TUCKER

09/10/2020



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2021 F-150 4x4 SuperCrew Cab Styleside 6.5' box 157" WB XL (W1E)

Price Level: 120 | Quote ID: Clat21W1EL

Post-Tax Adjustments

Code	Description	
CAT Doc 75	Adjustment for CAT on \$75 Doc fee	\$0.29
	<i>CAT tax adjustment for doc fee. Tax is to be collected for document processing fee.</i>	
E-Doc	Doc fee for E-Plates	\$75.00
	<i>Doc fee for processing E-Plates</i>	
E-RegPlate	Plate and registration for E-Plates	\$29.50
	<i>\$24.50 Plate fee</i>	
	<i>\$5.00 Registration</i>	
Title-19	Title fee for vehicles getting 0-19 MPG avg	\$98.00
<b>Total</b>		<b>\$36,021.40</b>

Customer Signature

Acceptance Date

TJ Hecox Clatsop County

CNGP530 VEHICLE ORDER CONFIRMATION

09/10/20 20:06:44

Dealer: F74420

Page: 1 of 2

2021 F-150

Order No: 9999 Priority: L3 Ord FIN: QS045 Order Type: 5B Price Level: 120  
Ord PEP: 101A Cust/Flt Name: CLATSOP CO PO Number:

	RETAIL	DLR	INV	RETAIL	DLR	INV
W1E F150 4X4 CREW	\$42635		\$40717.00	425 50 STATE EMISS	NC	NC
157" WHEELBASE				53C MAX TRAILER TOW	1350	1229.00
YZ OXFORD WHITE				TRL BRAKE CONTR		
C CLOTH 40/20/40				540 MIR MAN TEL/FLD	395	360.00
S MED DARK SLATE				57Q REAR DEFROSTER	220	200.00 <i>Required</i>
101A EQUIP GRP	920		837.00	59S LED SPOTLIGHTS	175	160.00
.XL SERIES						
.POWER EQUIP GRP						
.CRUISE CONTROL						
.REV SENSING SYS						
998 3.5L V6 GTDI	600		546.00			
44G ELEC 10-SPDAUTO						
7850# GVWR						

~~TOTAL PRICE EXCLUDES COMP PRICE ALLOW\*~~

627 HD PAYLOAD PKG	\$1695	\$1543.00	TOTAL BASE AND OPTIONS	\$50380	\$44497.92
.LT265/70R18C <i>Larger Tires</i>			XL HIGH DISCOUNT	(750)	(683.00)
.3.73 ELEC LOCK Diff.			TOTAL	49630	43814.92
.18" SILVER ALUM <i>new</i>					
.EXT RANGE TANK <i>36 gal tank</i>					

794 PRICE CONCESSION  
REMARKS TRAILER

<i>Required</i> 924 PRIVACY GLASS	100	91.00			
96W SPRAY-IN LINER	595	542.00			
SP DLR ACCT ADJ		(1599.00)			
SP FLT ACCT CR		(1318.00)			
FUEL CHARGE		7.92			
B4A NET INV FLT OPT	NC	7.00			
DEST AND DELIV	1695	1695.00			

Price National  
Incentive  
for all dealers  
\$39,415.00  
DMV 157.00  
\$39,572.00

*Don Kasing's  
Gen. Mgr.*

This is an Estima

XL6 v standard  
91V v standard

#3

Dane Gouges Astoria Ford  
1809 SE Ensign Lane  
Warrenton, OR 97146  
(503)473-5696

September 11, 2020 (Revised Quote)

TJ,

We are pleased to offer our quote for a 2021 Ford F-150 for Clatsop County

W1E XL 101A F150 4x4 Crew Cab 157" Wheelbase Oxford White 3.5L V6 EcoBoost Gas

-Vinyl 40/20/20 Medium Dark Slate

-Equipment Group

- XL Series
- Power Equipment Group w/power locks & windows
- Cruise Control
- Reverse Sensing System
- 18" Silver Steel Wheels

-Air Conditioning

-Electronic 10-speed Automatic Transmission

-LT265/70R18C All Terrain Tires

-Electronic Locking Axle 3.73

-Max Trailer Tow Package

- Trailer Brake Controller

-Mirror Manual Telescope/Folding

-Rear Defroster

-Spray in Bed Liner

-Black Vinyl Floor

-Rear Backup Camera

-Onboard 400W Outlet

-7,850lb GVWR Payload Package

-Heavy Duty Payload Package

-SYNC 4

TOTAL: \$44,880.47 Includes License, Title, Doc Fees and E-Plate

If you have any questions or concerns please do not hesitate to contact me personally.

Thank you again for considering Dane Gouges Astoria Ford during your bid process.

Sincerely,

Jason Mickle

Fleet Sales

Dane Gouges Astoria Ford

(503)473-5696

jasonmickle@astoriaford.com

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

October 14, 2020

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**Issue/ Agenda Title:** Set a Hearing Date for the vacation of portions of various streets in the Town Plat of Highland Park, located near the end of Labiske Lane, in the South Half of Section 36, Township 8 North, Range 9 West, Willamette Meridian

**Category:** Consent Calendar

**Prepared By:** Vance Swenson, County Surveyor

**Presented By:** Vance Swenson, County Surveyor

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**Issues Before the Commission:** Set a hearing date for December 9, 2020. This is step 2 of 3 steps in the Road Vacation Procedures as defined by ORS.

**Informational Summary:** On September 9th, 2020 the Board of Commissioners accepted a petition and ordered a Road Master's Report for the road vacation of portions of various streets in the Town Plat of Highland Park, located near the end of Labiske Lane, in the South Half of Section 36, Township 8 North, Range 9 West, Willamette Meridian. We have notified the affected utilities, the Tax Assessor and Community Development. Attached is the Road Master Report. The next step in the road vacation process is to set a Public Hearing date. As soon as the hearing date is set, we will begin the process to notify the abutting property owners and advertise in the local papers. At the time of the Public Hearing, the board will make a decision to approve or deny the vacation

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

**Options to Consider:**

1. Approve the resolution and order setting the hearing date for the vacation.
2. Do not set the hearing date.

**Staff Recommendation:** Option #1.

**Recommended Action:**

*Approve the resolution and order setting the hearing date for the vacation of portions of various streets in the Town Plat of Highland Park, located near the end of Labiske Lane, in the South Half of Section 36, Township 8 North, Range 9 West, Willamette Meridian*

**Attachment List**

- A. Road Master's Report with location maps and ORS related to road vacations
- B. R&O to set hearing date

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

**SETTING HEARING DATE IN THE )  
MATTER OF VACATION OF PORTIONS )  
OF VARIOUS STREETS IN THE TOWN ) RESOLUTION AND ORDER  
PLAT OF HIGHLAND PARK, )  
PUBLIC ROADS IN SECTION 36 )  
T8N, R10W, W.M., PURSUANT TO )  
ORS 368.326 TO ORS 368.366 )**

**WHEREAS**, Evelyn Laughman, Edwinn & Judy Fisher, John & Peggy Zorich, Christopher & Elizabeth Salfen, Daniel & Mary Smith, Colleen Tilley & Richard Gustafson, and David Nygaard for Nygaard Land LLC, property owners, filed a petition for vacation of that certain public roadway, more fully described on attached Exhibit A; and

**WHEREAS**, the petition satisfies all provisions of ORS 368.326 to 368.341 and further sets forth the circumstances which would justify this Board granting the vacation; and

**WHEREAS**, pursuant to ORS 368.346, the Clatsop County Engineer has prepared and filed with the Board written reports containing descriptions of the ownerships and uses of the property proposed to be vacated, whether there are any improvements on said property and if vacation of the property is in the best public interest; now therefore

**IT IS FURTHER RESOLVED** pursuant to ORS 368.346, that a public hearing on the proposed vacation be held during the Clatsop County Board of Commissioners' regularly scheduled meeting on Wednesday, December 9, 2020, at 6:00 p.m. via a virtual meeting on GoToMeeting:

**IT IS FURTHER RESOLVED** pursuant to ORS 368.406, that notices of the proposed hearing will be served on each person with a recorded interest in the properties proposed to be vacated, any improvement constructed on public properties proposed to be vacated, and/or real properties abutting public properties proposed to be vacated, by certified mail to each person at least 30 days before the date of the hearings; and

**IT IS FURTHER RESOLVED** pursuant to ORS 368.411, that the Clatsop County Roadmaster be directed to post notices of said hearing as set forth in Exhibit A, attached hereto and incorporated herein by reference, in three public and conspicuous locations within the vicinities of the properties subject to this proceeding, plainly visible from a traveled public road, at least 20 days before the date of the hearing.

**DATED** this 14th day of October, 2020.

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

\_\_\_\_\_  
by: Chair

**Exhibit A**

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that at 6:00 p.m. on December 9, 2020, the Clatsop County Board of Commissioners will conduct a Hearing pursuant to ORS 368.326 to 368.366 via a virtual meeting on GoToMeeting, pursuant to the petition of property owners, Evelyn Laughman, Edwinn & Judy Fisher, John & Peggy Zorich, Christopher & Elizabeth Salfen, Daniel & Mary Smith, Colleen Tilley & Richard Gustafson, and David Nygaard for Nygaard Land LLC, the purpose of this Hearing is to consider the vacation of a portion of 3rd Ave., a public road, more fully described as follows:

Vacate Those portions of the streets within the town plat of Highland Park Addition to Astoria, recorded in Book 2, Pages 38 and 39, Clatsop County Town Plat Records, described as follows: All of that portion of Seventeenth Avenue between the east line of Fifth Street and a line beginning at the midpoint of the north line of Block 42, and running Northerly and perpendicular to the north line of said Block 42; All of that portion of Fifteenth Avenue between the east line of Fifth Street and the Southerly extension of the west line of the property described in Book 650, Page 14, Clatsop County Deed Records; All that portion of Thirteenth Avenue between the east line of Fifth Street and the east line of Third Street; All that portion of Fifth Street between the north line of Nineteenth Avenue and the southerly right-of-way line of Labiske Lane; All that portion of Fifth Street between the south line of Eleventh Avenue and a line beginning on the east line of Fifth Street at a point that is 50.00 Feet North of the intersection of said east line of Fifth Street and the north right-of-way line of Labiske Lane, and running Westerly and perpendicular to the east line of said Fifth Street; All that portion of Fourth Street between the north line of Nineteenth Avenue and the south line of Eleventh Avenue; All that portion of Third Avenue between the south line of Thirteenth Avenue and that portion of Third Avenue already vacated in Instrument Number 201200984, Clatsop County Deed Records. Also vacate the line between Blocks 31 and 36. No portion of any existing County Road right-of-way is intended to be included in this description.

At the Hearing, the Commissioners may grant, deny or continue the matter of road vacation. All interested persons are urged to attend this Hearing and express their views. Additional information may be obtained at the Clatsop County Public Works Department between the hours of 8:00 a.m. and 4:00 p.m. Telephone 325-8631.

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

Publish: The Astorian: November 17<sup>th</sup>, 2020 and December 1st, 2020

# ROADMASTER'S REPORT

To: Vance Swenson, County Surveyor  
From: Dean Keranen, PE, County Engineer  
Date: September 30, 2020  
Re: Vacation of portions of various streets in the Town Plat of Highland Park, located near the end of Labiske Lane, in the South Half of Section 36, Township 8 North, Range 9 West, Willamette Meridian.

The Board of Commissioners has been petitioned by Evelyn Laughman, Edwinn & Judy Fisher, John & Peggy Zorich, Christopher & Elizabeth Salfen, Daniel & Mary Smith, Colleen Tilley & Richard Gustafson, and David Nygaard for Nygaard Land LLC to vacate a portion of various streets in the Town Plat of Highland Park, Clatsop County Town Plat Records as well as the line between Blocks 31 and 36. The proposed vacation location is near the end of Labiske Lane. Maps are attached showing the area requesting vacation.

The portions of old platted streets to be vacated are not physically built, structures are built within them and the rural neighborhood is currently served by other existing county roads.

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:

Evelyn Laughman 38384 Labiske Lane Astoria, OR 97103	Nygaard Land LLC PO Box 100 Warrenton, OR 97146	Christopher and Elizabeth Salfen 38196 Labiske Lane Astoria 97103
Edwinn and Judy Fisher 38415 Labiske Lane Astoria, OR 97103	Daniel and Mary Smith 38185 Labiske Lane Astoria, OR 97103	
John and Peggy Zorich 38275 Labiske Lane Astoria, OR 97103	Colleen Tilley & Richards Gustafson 884 5th Street Astoria, OR 97103	

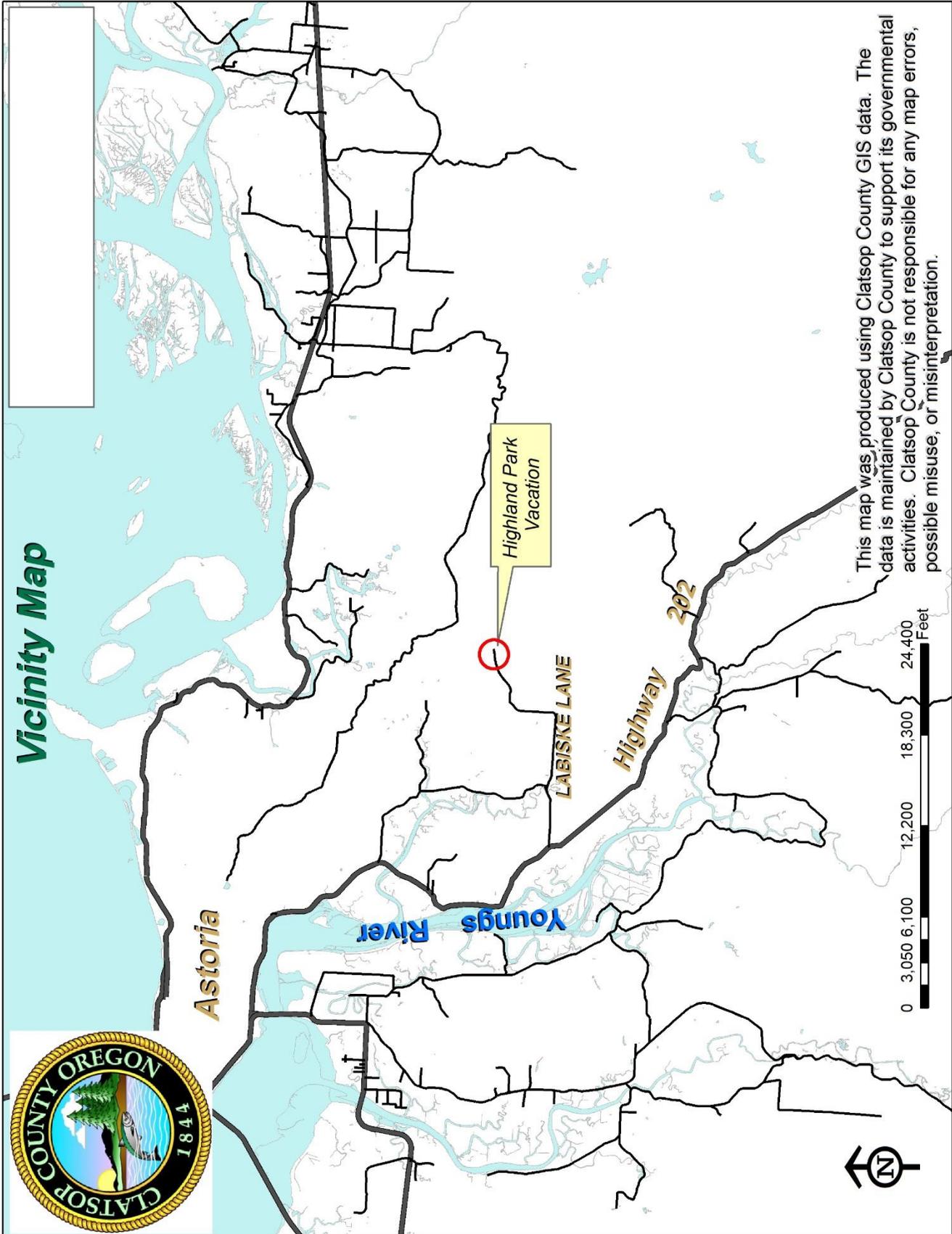
The utilities and agencies on our notification check list have either responded with no objection or have not responded and therefore it is assumed that they have no interest to the current right-of-way to be vacated.

Therefore, as the County Engineer of Clatsop County, I believe that it is in the public interest as stated above, to vacate the portions of various streets in Highland Park as described in this document.

### **Vacation Description**

Those portions of the streets within the town plat of Highland Park Addition to Astoria, recorded in Book 2, Pages 38 and 39, Clatsop County Town Plat Records, described as follows: All of that portion of Seventeenth Avenue between the east line of Fifth Street and a line beginning at the midpoint of the north line of Block 42, and running Northerly and perpendicular to the north line of said Block 42; All of that portion of Fifteenth Avenue between the east line of Fifth Street and the Southerly extension of the west line of the property described in Book 650, Page 14, Clatsop County Deed Records; All that portion of Thirteenth Avenue between the east line of Fifth Street and the east line of Third Street; All that portion of Fifth Street between the north line of Nineteenth Avenue and the southerly right-of-way line of Labiske Lane; All that portion of Fifth Street between the south line of Eleventh Avenue and a line beginning on the east line of Fifth Street at a point that is 50.00 Feet North of the intersection of said east line of Fifth Street and the north right-of-way line of Labiske Lane, and running Westerly and perpendicular to the east line of said Fifth Street; All that portion of Fourth Street between the north line of Nineteenth Avenue and the south line of Eleventh Avenue; All that portion of Third Avenue between the south line of Thirteenth Avenue and that portion of Third Avenue already vacated in Instrument Number 201200984, Clatsop County Deed Records. Also vacate the line between Blocks 31 and 36. No portion of any existing County Road right-of-way is intended to be included in this description.





## Highland Park Vacation

### 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 these rights 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 no public benefit in keeping these rights of way. These were platted based on a paper plat and there are no developed roads within them. The area is a rural area served by other County roads there is no potential for use of these rights of way. In addition, there are existing buildings within some of the rights of way.*

**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.**

*The portion of this roadway to be vacated has never been developed, and would be of no benefit for any future development in this area.*

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

*The existing terrain would not be prohibitive to constructing a roadway.*

**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 platted roadways were never utilized and the area is served by Labiske Lane and logging roads. The surrounding area is mostly zoned Agricultural Forestry.*

**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 plat 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 rights of way do not lend themselves to the development of abutting properties. The majority of the property is zoned AF with a the minimum lot size of 80 acres. The plat has the rights of way breaking the properties into roughly 10 acre parcels*

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

*The area is entirely surrounded by the petitioner's properties, and is not adjacent to a neighboring property. Labiske Lane extends to the East end of these vacations and there is an additional undeveloped County road along the South edge of these vacations that also extends to the East. An additional line was added to the final description to combine land locked block 36 to 31. Evelyn Laughman will also receive an easement for access from the Fishers prior to the final vacation.*

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

*Along with the easement to Evelyn Laughman, the Fishers will be dedicating approximately 25' for a school bus turnaround at the end of Labiske Lane.*

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  
October 1, 2020

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

October 14, 2020

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**Issue/ Agenda Title:** Appointment of Board of Property Tax Appeals (BoPTA) Members

**Category:** Business Agenda

**Prepared By:** Tracie Krevanko, County Clerk

**Presented By:** Tracie Krevanko, County Clerk

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**Issues Before the Commission:** Appoint county governing body and non-office holding members to the Board of Property Tax Appeals

**Informational Summary:** Pursuant to ORS 309.067, county governing bodies appoint two pools of individuals by October 15<sup>th</sup> of each year from which the county clerk selects members of the County Board of Property Tax Appeals (BoPTA). One pool of members consists either of members of the county governing body or the governing body's designees. The second pool must be comprised of non-office holding residents of the county who are not employees of the county or of any taxing district within the county. The number of names placed in pools shall be sufficient to meet the projected needs for board members for the term of appointment for which the pools are prepared.

A call for applications was issued on July 26, 2020. The deadline to submit an application was September 18, 2020. We received two applications so the deadline was extended to September 23, 2020. We have a total of three applicants.

Name	Pool	Prior BoPTA Service
Kathleen Sullivan	County Governing Body/Non-Office holding	Yes
Gregg Freedman	Non-Office holding	Yes
David Oser	Non-Office holding	Yes

The term of each member shall begin on the date of appointment and shall end on June 30, 2021.

**Fiscal Impact:** BoPTA members receive a stipend of \$75 per day.

**Options to Consider:**

1. Appoint Kathleen Sullivan as the governing body member. Appoint Gregg Freedman and David Oser to the Non-Office holding pool of the Board of Property Tax Appeals for the 2020-2021 year.

**Staff Recommendation:** Option #1

**Recommended Action:**

*“I move that the Board appoint Kathleen Sullivan as the governing body member, and appoint Gregg Freedman and David Oser to the Non-Office holding pool of the Board of Property Tax Appeals for the 2020-2021 year.”*

**Attachment List**

- A. Applications



Describe your interest in serving on BOPTA:

The training and actual work was very interesting. It is important that tax payers have an opportunity to be heard and to present their case. I would like to continue to serve the public.



Signature

**Return Form To: Clatsop County Clerk & Elections  
820 Exchange St Ste 220  
Astoria, OR 97103**

BOARD OF PROPERTY TAX APPEALS (BOPTA)  
APPLICATION  
CLATSOP COUNTY

Date: August 4, 2020

**Gregg Freedman**

Name

P. O. Box 909

Mailing Address

Cannon Beach

City

Street Address: 3780 W. Chinook

Email: gfincb@outlook.com

Home Telephone: 626-278-1944 Other Telephone: 626-355-8948

work  cell phone

Current Occupation: Certified General Real Estate Appraiser

Years Resident of County: 10

Do you live within the city limits:  Yes  No

In which Commission District do you reside:  1  2  3  4  5

Are you currently employed by, or receive compensation from a Tax District? If yes, please provide details.

**No**

Prior Criminal Convictions (omit minor traffic violations):  Yes  No

If Yes, Explain: N/A

(Attach additional pages if needed)

Background (Relevant education, training, experience, etc.):

Licensed Certified General Appraiser in CA and OR. Over 30 years experience valuing

a wide range of property types.

Served as Borad Chair in 2020 and learned a great deal under

adverse circumstances. Would greatly enjoy the opportunity to partcipate again,

hopefully in a more "normal" atmosphere.



BOARD OF PROPERTY TAX APPEALS (BOPTA)  
APPLICATION  
CLATSOP COUNTY

Date: 8/7/2020

David J Oser

Name

254 W. Irving Ave

Mailing Address

Astoria

City

Street Address: 254 W. Irving Ave. Astoria

Email: david\_oser@sbcglobal.net

Home Telephone: 503-325-4906

Other Telephone: 847-687-1887

work  cell phone

Current Occupation: Retired

Years Resident of County: 9

Do you live within the city limits:  Yes  No

In which Commission District do you reside:  1  2  3  4  5

Are you currently employed by, or receive compensation from a Tax District? If yes, please provide details.

**No**

Prior Criminal Convictions (omit minor traffic violations):  Yes  No

If Yes, Explain: \_\_\_\_\_

(Attach additional pages if needed)

Background (Relevant education, training, experience, etc.):

I worked in banking and finance for over 40 years. My areas of expertise are investments, risk management,

budgeting & accounting. I was a member of senior executive management for the companies I worked for

and was involved in strategic and tactical decision-making. Locally, I have served on numerous civic

and philanthropic boards, including the school board, library board, chamber of commerce board, and

both college and hospital foundation boards. I have a BA degree from Carleton College and a Masters

**Degree from the University of Chicago.**

