



CLATSOP COUNTY

BOARD OF COMMISSIONERS AGENDA

WORK SESSION & REGULAR MEETING

VIRTUAL MEETING

Wednesday, December 09, 2020

BOARD OF COMMISSIONERS:

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

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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. Homeless Liaison Funding - CCA {5 min} {Page 4}

[3.](#) Tsunami Legislation {15 min} {Page 12}

[4.](#) Multi-Jurisdiction Natural Hazards Mitigation Plan (2021) Update {15 min} {Page 14}

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

PRESENTATION

5. Recognition of Commissioners Nebeker & Sullivan

PROCLAMATION

[6.](#) Climate Change Partnership {Page 16}

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 10-28-20 {Page 19}

[8.](#) Board of Commissioners Meeting Minutes 11-4-20 {Page 24}

[9.](#) Medical Assistant Clinical Affiliation Agreement {Page 30}

[10.](#) Columbia Pacific Coordinated Care Organization Letter of Agreement for Jewell School Based Health Center Grant Funding {Page 36}

[11.](#) Homeless Liaison Funding - CCA {Page 44}

[12.](#) Notice of county land sale, set minimum bids and proceed with sale {Page 49}

[13.](#) IGA Amendment # 16 with Oregon Health Authority (OHA) {Page 78}

[14.](#) Contract with ERS for Police Vehicle Upfit {Page 107}

[15.](#) Approve the 2020-21 Budget and Appropriation Adjustments {Page 133}

COMMISSIONER'S LIAISON REPORTS

COUNTY MANAGER'S REPORT

PUBLIC HEARINGS

[16.](#) Code Consolidation and Modernization – (Second Reading) {Page 138}

[17.](#) Hearing for vacation of portions of streets in Highland Park {Page 142}

BUSINESS AGENDA

[18.](#) Consider a transfer of property to the Camp Kiwanilong Board Inc. {Page 153}

[19.](#) Tourism Promotion Funds Distribution Agreement {Page 163}

[20.](#) Consideration of appointments to the Elsie-Jewell / Seaside Rural Citizen Advisory Committee and the Lewis and Clark Olney Wallooskee Citizen Advisory Committee {Page 171}

GOOD OF THE ORDER

ADJOURNMENT

EXECUTIVE SESSION

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

Agenda packets also available online at www.co.clatsop.or.us

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

Board of Commissioners Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

December 9, 2020

Topic: Homeless Liaison Funding - CCA
Presented By: Monica Steele, Assistant County Manager

Informational Summary: During the 2020-2021 budget process the Board approved \$50,000 in funding to provide funding for a county-wide Homeless Liaison position to be housed with Clatsop Community Action and supported by multiple community partners. This position will provide support and advocacy to the homeless residents of Clatsop County, primarily focusing on: engaging homeless individuals and connecting them with resources for shelter and housing, domestic violence prevention and protection, physical and mental health, and addiction treatment services. In addition, the liaison will help to bridge community systems of health and social services with the needs of homeless individuals and families.

Attachment List

- A. Non-Profit Funding Agreement – Clatsop Community Action (CCA)
- B. 2020-2021 Budget Summary
- C. CCA Homeless Liaison Job Description

NON-PROFIT FUNDING AGREEMENT

This Agreement is made this 10th day of December, 2020, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter “**County**” and Clatsop Community Action (CCA), an Oregon Not-for-Profit Corporation in good standing, hereinafter “**Non-Profit**”.

Recitals

County desires to fund Non-Profit’s provision of certain services for public benefit and Non-Profit desires to provide those services (“Services”) for public benefit. Such Services are described as:

Providing a Homeless Liaison that will provide support and advocacy to the homeless residents of Clatsop County, primarily focusing on: engaging homeless individuals and connecting them with resources for shelter and housing, domestic violence prevention and protection, physical and mental health, and addiction treatment services. In addition, the liaison will help to bridge community systems of health and social services with the needs of homeless individuals and families.

NOW THEREFORE, the parties agree as follows:

1. Term. This Agreement shall be for December 10, 2020 through December 9, 2021.
2. Services and Payment. County shall provide funding to Non-Profit in the amount of \$50,000, payable in advance. Non-Profit represents that it will use the funds provided solely for the purposes set forth herein, and solely to provide staffing and services for the benefit of the public. Any funds not used for such purposes shall be returned to County.
3. Indemnity. Non-Profit shall indemnify and hold County harmless for any claim arising out of the provision of the Services. Non-Profit shall maintain liability insurance in an amount sufficient to satisfy the current Oregon Tort Claim Act limits, and shall name County as an additional insured on any policies.
4. Outcome Reporting. At the conclusion of the provision of the Services during the term of the Agreement, Non-Profit shall provide County with a report on the Services provided, including an explanation of how the funding was spent.
5. General: (a) Funding for this Agreement is allocated by the Clatsop County Board of Commissioners. This Agreement may be terminated by County at any time and without any cause upon ninety (90) days written notice to the Non-Profit. (b) County may, in its sole discretion and upon ninety (90) days written notice, unilaterally terminate or adjust any provisions of this Agreement to ensure quality performance of the Services. (c) Upon completion of the Agreement term, the Agreement shall terminate and Non-Profit shall have no right to renewal or expectation thereof. Any decision by County to renew an otherwise terminated contract for additional or extended period shall be in the sole and unfettered discretion of County.

County:

Non-Profit:

Don Bohn, County Manager

Name

Title

Dues & Special Assessments

Department Overview

Appropriations are made in this budget when not logically assigned to another specific area. Appropriations to agencies not part of County government are also included here.

Budget Highlights

This budget reflects an increase in general liability insurance costs, these costs can vary significantly based on prior year claims history as well as the insurance risk pool rates. Based on this information staff is budgeting for an approximate 27% increase over the actual 2019-20 fiscal year costs.

A total of \$50,000 has been budgeted in "Contributions To Outside Agencies"; \$30,000 for qualifying organizations to apply for through the Human Services Advisory Committee and \$20,000 for social service support agencies. In addition, there is also \$15,000 that is budgeted for the Library Services Agreement to support the rural community outreach program facilitated by the Astoria/Seaside Libraries.

In addition there is \$50,000 budgeted to provide funding for a county-wide Homeless Liaison position to be housed with Clatsop Community Action and supported by multiple community partners.

Funding Sources

Departmental Revenue Account Name	Actual 2017-2018	Actual 2018-2019	Budget 2019-2020	Adopted 2020-2021	\$ Change Adopted	% Change Adopted
Beginning Balance	0	0	0	122,980	122,980	100%
Room Tax	41,678	50,490	55,000	45,000	(10,000)	- 18%
St. - Liquor 2145	13,512	14,124	13,500	13,500	0	0%
Veteran Services	95,662	96,854	95,660	95,660	0	0%
Columbia River Transitions Fun	0	496,745	0	0	0	0%
Economic Development	0	0	0	0	0	0%
Rev. Refunds & Reim.	204	2,500	0	0	0	0%
NW OR Kinder Ready Pilot	324,903	0	0	0	0	0%
Miscellaneous Revenue	0	0	0	0	0	0%
General Fund Support	254,439	301,127	446,010	514,200	68,190	15%
Total Revenue:	730,398	961,840	610,170	791,340	181,170	29%

Expenditures

Departmental Revenue Account Name	Actual 2017-2018	Actual 2018-2019	Budget 2019-2020	Adopted 2020-2021	\$ Change 2020-2021	% Change 2020-2021
Salary & Wages	0	0	0	0	0	0%
Personnel Benefits	0	0	0	0	0	0%
Materials & Services	345,112	393,701	433,170	471,860	38,690	8%
Special Payments	385,286	568,139	177,000	319,480	142,480	80%
Debt Service	0	0	0	0	0	0%
Capital Outlay	0	0	0	0	0	0%
Transfer Out	0	0	0	0	0	0%
Contingency	0	0	0	0	0	0%
Total Expenditures:	730,398	961,840	610,170	791,340	181,170	29%

Summary

Account Name	Account #	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Adopted 2020-2021	\$ Change 2020-2021	% Change 2020-2021
Materials & Services							
Insurance	82-2200	152,234	181,448	224,500	252,760	28,260	12%
Pioneer Cemetery	82-2301	0	2,097	5,000	5,000	0	0%
Membership Fees And Dues	82-2370	24,670	38,775	24,520	26,980	2,460	10%
Auditing And Accounting	82-2462	50,350	53,855	55,000	60,000	5,000	9%
Veterans Service Contract	82-2468	116,148	116,148	116,150	119,120	2,970	2%
Contractual Services	82-2471	0	0	0	0	0	0%
Mentally Ill	82-2496	1,710	1,378	8,000	8,000	0	0%
Publi. And Legal Notices	82-2600	0	0	0	0	0	0%
Materials & Services Totals:		345,112	393,701	433,170	471,860	38,690	8%
Special Payments							
Pub. Road & Drainage Improv.	82-3008	3,871	31,479	55,000	167,980	112,980	205%
Mental Health 2145	82-3100	13,512	14,124	14,000	13,500	(500)	- 3%
Soil Conservation Dist.	82-3110	6,000	6,000	6,000	6,000	0	0%
NW Senior & Disability Serv.	82-3148	17,000	17,000	17,000	17,000	0	0%
Library Services Agreement	82-3574	0	5,000	5,000	15,000	10,000	200%
Cont. To Outside Agencies	82-3575	20,000	35,000	30,000	50,000	20,000	66%
Crisis Respite Center	82-3576	0	0	50,000	0	(50,000)	- 100%
Social Services Support	82-3577	0	0	0	50,000	50,000	100%
Columbia River Transitions Fun	82-3579	0	459,537	0	0	0	0%
NW OR Kinder Ready Pilot	82-3580	324,903	0	0	0	0	0%
Special Payments Totals:		385,286	568,139	177,000	319,480	142,480	80%
Total Expenditures:		730,398	961,840	610,170	791,340	181,170	29%



Clatsop Community Action Position Description

Position Title: Homeless Liaison

Purpose

The homeless Liaison provides support and advocacy to homeless residents of Clatsop County. The Liaison performs duties as assigned, and the primary focus of the position is to engage homeless individuals, connecting them with resources for shelter and housing, domestic violence prevention and protection, physical and mental health, and addiction treatment services. This position bridges community systems of health and social services with the needs of homeless individuals and families. The Liaison may initiate and/or facilitate access to needed services.

Reports to: Executive Director

Responsibilities

Develop and coordinate homeless services

- ◆ Ensure homelessness prevention through early intervention
 - Collaborate with partner agencies
 - Develop and implement strategies that prevent homelessness
 - Serve homeless individuals and families
- ◆ Demonstrate a person-centered approach for working with homeless individuals
 - Use motivational interviewing principles
 - Demonstrate active listening and compassionate inquiry
 - Have experience with conflict resolution and problem solving in complex situations
 - This position performs screenings and assessments to determine need, capacity, and openness to receiving services, and ensures that homeless individuals get timely access to appropriate services

Create, deliver, and participate in public outreach efforts

- ◆ Provide guidance and oversight on homelessness issues for county-wide efforts to address and end homelessness
 - Collaborate and communicate with local businesses, advocating for homeless individuals and families while understanding and supporting local business owners' needs
 - Serve as a Countywide liaison on homeless issues to government agencies, civic groups, community and philanthropic organizations, and individuals



- ◆ Establish, maintain, and enhance collaborative and reciprocal relationships with government agencies, local service providers, and the homeless community
 - Provide public outreach and education about homelessness in Clatsop County, the State of Oregon, and more broadly about national issues of homelessness
 - Ensure ongoing communication and collaboration with diverse agencies, service providers, community groups, and with homeless families and individuals, providing regular updates with information, education, and advocacy
 - Attend county meetings related to homeless issues and policies
 - Collaborate with the local Continuum of Care

Administer Program Resources and Ensure Data Quality

- ◆ Generate and maintain documentation as appropriate for each homeless individual served
- ◆ Maintain data and information, ensuring quality, accuracy, ongoing data quality improvement
 - Establish, organize, and maintain record keeping systems
 - Ensure accurate and timely record-keeping in Homeless Management Information System (HMIS) database, continually ensure data quality improvement
 - Provide, prepare, and deliver clear and concise, data-driven oral and written reports
- ◆ Proficiently and ethically use work-related computer applications, such as MS Office, social media, and internet communications

Qualifications, Skills and Knowledge

- Knowledge of service provision to the homeless; understanding of social, economic, and political issues relevant to low income, rural communities; and is up to date on current trends in the fields of homelessness and social services.
- Aware of current Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to social services programs, such as those designed to improve/provide housing, education, employment, or socio-economic status.
- Knows principles and practices for performing needs assessments; developing and implementing programs, as well as program management and evaluation.
- Skilled and experienced in conflict resolution and problem-solving methods and techniques.
- Capable in providing community outreach, advocacy, and public education.
- Able to identify requirements and obtain resources and to acquire private and governmental funding.
- In accordance with ethical business principles, able to administer business controls, data management and analysis, and reconciliation techniques.



Essential Job Functions

- Due to the physically active nature of this position, it will require sitting, standing, bending, reaching, walking, and climbing and the ability to independently respond and ensure safety and security if the need arises
- The Liaison must balance field activities with administrative responsibilities, travelling to various locations within and outside Clatsop County to meet program needs and fulfill job responsibilities.
- The incumbent is required to maintain a valid driver's license and a satisfactory driving record. Will be required to work some evenings and weekends.
- Possession of a bachelor's degree from an accredited college or university in Social Sciences, Public Health, Public Administration, or a related field; and four (4) years of progressively responsible experience in the development, delivery, monitoring, or evaluation of community programs which must include at least two (2) years of experience working with the homeless and at least two (2) years supervision, leadership, or management of complex programs/projects.
 - Progressively responsible related experience may be substituted for the educational requirement on a year-for-year basis, for up to two (2) years.
- Master's degree in Social Sciences, Public Health, Public Administration, or a related field may be substituted for up to one (1) year of work experience.

Reasonable accommodation

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the position.

Any job offer will be contingent upon the results of an updated background investigation and drug screening.

Board of Commissioners Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

December 9, 2020

Topic: Tsunami Legislation
Presented By: Tiffany Brown, Emergency Manager

**Informational
Summary:**

The purpose of this presentation is to provide a brief history and overview of a bill regarding related to tsunami legislation on the Oregon Coast that is anticipated during the 2021 legislative session. It is also an opportunity to explain further the way that communities can enhance proposed legislation at the local level.

In 1995, the Oregon legislature passed SB379 which established a tsunami inundation zone along the Oregon coast, and two Oregon statutes (ORS 455.446 and 455.447) were established to prohibit new construction of essential facilities in the zone, including schools, hospitals, police and fire stations. The 1995 maps were based on early models created by DOGAMI, and essential facilities were prohibited in the tsunami inundation zone, but DOGAMI could grant exceptions. For all other types of buildings—major structures and hazardous materials facilities—the moratorium did not apply.

In 2013, DOGAMI completed a new set of inundation maps for the entire Oregon coastline based on a greatly improved understanding of potential Cascadia earthquake sources and behavior of megathrust earthquake in general, and in 2018, the DOGAMI Governing Board established a tsunami line subcommittee to explore how to incorporate the new maps into the 1995 SB379 legislation since it was recognized that they relied on more accurate simulation technology. However, the Board ultimately decided not to pursue changing the regulatory line. Instead they asked the Governor to convene a multi-agency taskforce to recommend updates to the existing laws. They also recommended that DOGAMI cease to maintain the tsunami line regulatory and enforcement position.

In 2019, the Oregon legislature passed HB3309 and Governor Brown signed it into law. The main impact of this legislation was to remove the moratorium established 25 years ago on constructing critical buildings (on the Oregon coast) within the tsunami inundation zone, which left no guidance for the construction of future critical facilities.

During the 2020 short legislative session, a bipartisan bill (HB4119) was introduced that would direct the state to use ASCE 7-16 tsunami provisions for the design of all Risk Category III and IV buildings build on the Oregon Coast. The bill passed the House with a vote of 51 to 6,

however the walkout prevented any legislation from moving forward. Subsequently, one of the HB4119 bill sponsors, Rep. Gomberg (HD10), drafted a new bill that he will present in 2021.

In conclusion, the proposed tsunami legislation will maintain the “no moratorium” posture encouraged by HB3309 and apply ASCE building standards for earthquake and tsunami instead. The proposed bill identifies building codes in order to establish seismic safety standards for certain types of structures, but it is only provides one element of tsunami resilience for coastal communities. Decisions regarding land use, wayfinding methods and earthquake/tsunami evacuation must still be made at the local level in order to compliment the bill’s intent, which is to increase resilience on the coast. In this way, a new state law regarding building standards in the inundation zone will only provide community resilience when augmented by efforts at the local level.

Attachment List

- A. A
- B. A
- C. A

Board of Commissioners Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

December 9, 2020

Topic: Multi-Jurisdiction Natural Hazards Mitigation Plan (2021) Update
Presented By: Tiffany Brown, Emergency Manager

Informational Summary:

The Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan is a result of a collaborative effort between the County, cities, special districts, citizens, public agencies, non-profit organizations, the private sector and regional organizations.

The 2021 MJNHMP update process, which began in Fall 2018, is nearing the public review phase, and early next year, we'll be bringing the plan before the Board for final approval. This work session presentation is intended to offer a brief project overview/background, present a simple road map for reviewing relevant sections of the plan, and to explain the rest of the process.

The intention of the plan is to reduce the risk from natural hazards to the County and Cities by identifying resources, information and strategies for risk reduction. The plan incorporates a community overview, mission, goals and action items and plan implementation and maintenance; it also includes specific hazard annexes for coastal erosion, drought, earthquake, flood, landslide, tsunami, volcanic eruption, wildfire and wind/winter storm, and recommends specific hazard mitigation projects.

The Federal Emergency Management Agency (FEMA) requires plan updates every five years in order for a jurisdiction to remain eligible for funding assistance from three federal programs: The Pre-Disaster Mitigation Grant Program (PDMGP), the Hazard Mitigation Grant Program (HMGP) funds, and the Flood Mitigation Assistance (FMA) Program. Although, the update timeline has been delayed by the pandemic, FEMA has provided a waiver for those involved in the process that wish to apply for funding assistance from one of the identified federal programs.

The County NHMP was initially created and approved by the Board in 2008 with assistance from the Oregon Partnership for Disaster Resilience. In 2015, the Board approved a second update performed and facilitated by Clatsop County Emergency Management. For the current update, the County received a grant award for the Oregon Department of Land Conservation & Development to assist.

Historically, the plan entities included only the County and cities, however, grant eligibility requirements dictate that any entity wishing to apply for hazard mitigation funds and that maintains a Board/Council must develop an individual plan. The 2021 Update will include 10 additional special service districts who chose to participate in the process to develop a plan that considers them specifically.

The 400-page plan is organized into 7 Chapters, only three of which we'll discuss today: Risk Assessment, Mitigation Strategy, and Planning Process.

The Risk Assessment (Chapter 2) represents the largest section of the plan and characterizes the County in full detail from a number of perspectives. This section includes the community profile, a description of the natural hazards that impact Clatsop County and risk profiles by area/jurisdiction.

Chapter 3 includes the Mitigation Strategy, which discusses the process for identifying an approach to mitigation, but the "Mitigation Action Items" are perhaps the most compelling of that which exists in this section. Mitigation action items are the projects that each jurisdiction has identified as a priority action. Many of these items were determined during the first NHMP in 2008, none were added in the 2015 update, but new items will be included in the 2021 draft plan.

Finally, Chapter 4 offers some insight as to how the entire planning process occurs, how we ensure the whole community is included, and how the plan is ultimately approved.

The public review period will occur between the Thanksgiving and Christmas holidays, and once comments are considered/integrated, we will send the plan to OEM for initial approval. If OEM finds the plan complete, we will commence with final approval by FEMA and the local Boards/Councils. The final step is for the County to adopt the plan by Resolution, which we anticipate to occur in February/March.

Attachment List

- A. A
- B. A
- C. A

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 9, 2020

Issue/ Agenda Title: Climate Change Partnership
Category: Proclamation
Presented by: Commissioner Wev

Issues Before the Commission: Support and Approve the Resolution and Order to develop a climate change partnership in Clatsop County authorizing the Board Chair to sign.

Informational Summary:

Fiscal Impact: NA

Options to Consider:

1. Support the Resolution and Order to develop a climate change partnership in Clatsop County.
2. Do not support.

Staff Recommendation: N/A

Recommended Action: *Support the Resolution and Order to develop a climate change partnership in Clatsop County.*

Attachment List

- A. Resolution and Order

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

IN THE MATTER TO DEVELOP)
A CLIMATE CHANGE PARTNERSHIP) **RESOLUTION AND ORDER**
IN CLATSOP COUNTY)

Whereas, there is a consensus among the world's leading scientists that climate change caused by human emission of greenhouse gases is among the most significant problems facing the world today;

Whereas, documented impacts of climate change include, but are not limited to, increased occurrences of extreme weather events such as drought and flooding, adverse impacts on plants and wildlife, and threats to food and water supplies;

Whereas, counties in collaboration with cities and special districts have a unique role to play in reducing greenhouse gas emissions and preparing for the impacts of climate change through their regional jurisdiction over policy areas such as land use planning, fresh water, wastewater, solid waste management, and outdoor recreation.

Whereas, state, regional, county, and local governments are taking actions to address climate change and that these efforts are led by elected officials and community partners.

Whereas, many counties throughout the nation are reducing known contributors to climate change through programs that provide economic and quality of life benefits and foster more economic development and job creation through energy conservation and new technologies.

Whereas, Oregon has studied the effects of climate change for over two decades, providing credible scientific information that predicts the severe effects anticipated for the north coast. Such impacts include, but are not limited to, higher sea levels (shoreline erosion, greater wave heights, greater tidal inundation), degradation of near shore water quality (hypoxia, higher PH levels), changes in forest ecology, and increased coastal drought conditions.

Whereas, a *Regional Framework for Climate Adaptation in Clatsop and Tillamook Counties* was produced in 2014 by the Oregon Coastal Management Program and the Sea Grant Program after a series of public meetings. That document offers constructive pathways to possible remedies in mitigating effects of climate change on the North Coast.

Whereas, Oregon's natural resource agencies and DLCD have active programs addressing climate change. They can provide valuable assistance to Clatsop County, as they are doing now in the update of our Comprehensive Plan.

Therefore, the Clatsop County Board of Commissioners makes the following commitment:

To develop a collaborative Climate Change Partnership among cities, special districts, businesses, non-profit service providers, and members of our community with the following mandate:

- Improve our knowledge of the natural resource base in Clatsop County, such as water conditions, wildlife habitat conditions, etc.
- Educate the public about local climate change issues.
- Encourage citizens to take personal responsibility for lessening the county's carbon footprint.
- Recommend innovative and proven actions to be taken by the Partnership to prepare for, and ameliorate, the negative consequences of climate change.

DATED this 9th day of December, 2020

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Kathleen Sullivan, Chair

**Clatsop County
Board of Commissioners
Minutes
Wednesday, October 28, 2020**

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

Wev asked that item 8 - Select Area Fisheries Enhancement (SAFE) Project Intergovernmental Contract be moved to the Business Agenda.

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

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 amended.

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

5. 2020-2023 Drug Court treatment services provider contract {Page 127}
6. 2020-2023 Mental Health Treatment Court treatment services provider contract {Page 141}
7. Approve Sheriff's Return of Sale from September 29, 2020 auction {Page 155}
- ~~8. Select Area Fisheries Enhancement (SAFE) Project Intergovernmental Contract {Page 169}~~
9. Board of Commissioners Meeting Minutes 9-23-20 {Page 214}

1

2 **COMMISSIONER'S LIAISON REPORTS**

3 Thompson reported that she attended a Wood Works presentation called Sustainability
4 from Forest Land Management to Carbon Friendly Buildings. She planned to visit
5 Freres Brothers mass plywood production facility. She also attended Col-Pac's
6 Broadband Advisory Council and Broadband Action Team meetings.

7 Kujala had no reports.

8 Wev reported that the Workforce Investment Board is now called Northwest Oregon
9 Works. She attended their virtual annual meeting and was trying to make their financial
10 reporting more meaningful. The service delivery reports are now by county. Most of their
11 programs are in coordination with community colleges or through Work Source Oregon.
12 Clatsop County has the highest unemployment rate, but the County's service delivery
13 report shows that the number of people being served by the Astoria office is consistently
14 lower than the offices in other counties. She was working to find out why so few people
15 were being served. She reported that the Housing Authority Board would meet
16 tomorrow to appoint an interim executive director. The Housing Authority has hired a
17 contractor to help make the organization compliant with Housing and Urban
18 Development (HUD) regulations.

19 Nebeker reported that she had spoken to several people who still had not received
20 unemployment benefits. She directed them to state representatives. She attended the
21 Columbia River Estuary Study Taskforce (CREST) meeting to hear project updates, as
22 well as learn about how projects were designed, implemented, and monitored. Culverts
23 on John Day Road were replaced with a bridge after flooding, which cost \$550,000.
24 Most of the funding came from Bonneville Power, but cities and counties also
25 contributed to financing the project. Culverts in Harlow Creek near Brookfield were also
26 replaced with a bridge. Native species will replace invasive species on West Sand
27 Island near Cape Disappointment. CREST has partnered with the Army Corps of
28 Engineers to do dredging on Woodland Island to create a peninsula. CREST is also
29 working with the County on wetlands by helping with grading proposals and hazard
30 mitigation. Lastly, the tide gate inventory is being completed along the coast.

31 Sullivan reported that she had served on the Northwest Senior Disability Services Board
32 for her entire time as a Commissioner. She appreciated the organization for all the good
33 work they do. The Red Cross is using their kitchen in Salem to help with the wildfire
34 response. She also served on the North Coast Regional Equity and Recovery Council,
35 which met on Tuesday to discuss housing. The next meeting would be on education.
36 She thanked Lieutenant Christine Hawthorne and those who worked on the mental
37 health treatment court and the drug treatment court. It is best for people dealing with
38 issues to get treatment rather than sit in jail. She reported that the Governor's
39 Environmental Justice Taskforce meeting would be on Thursday and Friday.

40

41 **COUNTY MANAGER'S REPORT**

42 Don Bohn, County Manager, reported the following meeting dates:

- November 4, 2020 – Regular Commission Meeting
- November 10, 2020 – Work Session (strategic planning)
- December 1, 2020 – Work Session (strategic planning)
- December 9, 2020 – Regular Commission Meeting

He also reported that the strategic plan papers were complete and a presentation would be ready for the November 10th work session. Prior to the initiation of the strategic planning process, a recommendation was made to take a geographic area approach to improve internet access during COVID-19. Staff is looking at the Elsie-Jewell area first because it is the most underserved. A consultant had been hired and he hoped that COVID funding could help facilitate the process. The Elsie-Jewell project would then be used as a template for serving other areas. He reported that as of that evening, the County had received just over 17,000 ballots. He believed 85 percent to 90 percent of voters would participate in this election.

BUSINESS AGENDA

8. Select Area Fisheries Enhancement (SAFE) Project Intergovernmental Contract {Page 169}

Steve Meshke, Natural Resources Manager, presented the Staff report on the annual contract with Bonneville Power Administration (BPA), which provides funding for the fisheries project.

Commissioner Wev asked how the program related to the total quantity of fish that return to the river and estuaries. She believed the public was hearing that salmon catches decreased each year.

Mr. Meshke explained that the intent of Measure 81 was to remove all gill netting from the Columbia River. When the County's project started in the 1970s, it was to supplement the commercial fishermen in select areas and was not intended to replace the main fisheries. Measure 81 pushed more fishermen into the select areas. While there are still some gill nets in the river, the County's net pens are unable to raise as much fish as the river. The County releases the same amount of fish each year, but the survival rate might result in low catch numbers.

Commissioner Wev asked for an update on the Big Creek and Little Creek project.

Mr. Meshke stated he was not familiar with that project. He heard from BPA last week that they were considering adding more habitat in the river for returning salmon. The property adjacent to Big Creek County Park had a dredging operation in the 1970s that removed a lot of gravel from the stream, which shifted the river over to the far west of the property. The river has intersected with Little Creek, which lost about two miles of stream as the water now dumps into Big Creek. BPA would like to get both creeks flowing properly again and are working to get permission from the property owner to begin surveying. The North Coast Watershed is the lead on the project.

1 Commissioner Wev suggested that the Commission make sure the County
2 Manager's Office was fully aware of the interaction with citizens and help with the
3 public outreach.

4 Chair Sullivan noted that she and Staff participated in the North West Outdoor
5 Recreation Check-in with state and national park staff.

6 Commissioner Kujala said his father worked on this program in the 1970s and it
7 is very important to the few gill netters who are left. If funding ever became an
8 issue, he hoped the Commission would be engaged to keep the program funded.

9 Commissioner Nebeker stated this project was important to the economy.

10 *Motion: "Authorize the County Manager sign IGA # 86170 with the Bonneville*
11 *Power Administration in the amount of \$479,560.00, and authorize the County*
12 *Manager to sign contract amendments."*

13 *Motion made by Commissioner Nebeker, Seconded by Commissioner*
14 *Thompson.*

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

17 10. Fair Board Appointment {Page 219}

18 John Lewis, Operations Manager, presented the Staff report on the Fair Board
19 appointment.

20 *Motion: "Approve the appointment of Matthew Bellingham to the Fair Board with*
21 *a term ending December 31, 2020."*

22 *Motion made by Commissioner Kujala, Seconded by Commissioner Thompson.*

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

26 11. IGA with the City of Astoria for Community Development Block Grant (CDBG)
27 funding for COVID-19 response {Page 225}

28 Monica Steele, Assistant County Manager, presented the Staff report on the
29 intergovernmental agreement with Astoria for grant funding.

30 *Motion: "Authorize the Chair to sign the IGA with the City of Astoria to facilitate*
31 *the administration of the grant program for the Emergency Public Services grant*
32 *in the amount of \$50,000."*

33 *Motion made by Commissioner Thompson, Seconded by Commissioner*
34 *Nebeker.*

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

37
38 **GOOD OF THE ORDER**

1 Commissioner Thompson thanked Staff for talking to the Commission about how to
2 listen more effectively. She also noted that neighborhood livability is an extreme
3 concern right now, as well as COVID-19, climate refugees, and other complex issues.

4 **ADJOURNMENT**

5 6:48 P.M.

6 Approved by,
7
8
9

10 _____
Kathleen Sullivan, Chairperson

**Clatsop County
Board of Commissioners
Minutes
Wednesday, November 04, 2020**

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

PROCLAMATIONS

1. Veterans' Services Week {Page 25}

Don Bohn, County Manager, said the County had a new Veterans Services Officer, Stephen Bobian. Supporting veterans and their families is very important. Accessing benefits is very complicated, so having a liaison allows the County to provide services. The service is provided through Clatsop Community Action, which works well for the County.

Stephen Bobian, Veterans Services Officer, stated that since he arrived, he had noticed a large surge of calls, particularly from new veterans, likely due to advertising. He would be giving a briefing at the Elks Lodge in Seaside to share information about his services and answer questions.

Commissioners and Staff shared stories about their service and family members who served in the military.

Wev read the proclamation.

2. Diversity, Equity and Inclusion {Page 27}

Sullivan read the proclamation.

Nebeker said she appreciated all of the work that went into the proclamation. She hoped it would continue with the future Board. She asked if Clatsop County was the first in the state to have such a proclamation.

1 Bohn responded that many counties, cities, and districts in the state had become aware
2 of the need to make a commitment to residents. This proclamation has become
3 increasingly common.

4 **BUSINESS FROM THE PUBLIC**

5 Andy Davis, 376 3rd Street, Astoria. Davis stated he was speaking as chair of the
6 Clatsop County Democratic Central Committee. The committee appreciated County
7 Staff and Commissioners for the smooth administration of the election. He commended
8 the addition of ballot drop boxes in new and diverse locations. After COVID related
9 complications with ballot drop box sites in the May election, the County's response
10 during this election was appropriate. The County attempted to make voting more
11 accessible by adding more drop boxes and implementing an observer program.
12 Through the whole election cycle, nothing had been reported to him as amiss. Staff and
13 the elections office clerks were consistently gracious and professional. He appreciated
14 all of the good work.

15 **CONSENT CALENDAR**

16 *Motion made by Commissioner Nebeker to amend the minutes of 10-14-20 to reflect the*
17 *jail completion date as January of 2022 instead of 2020 and approve the Consent*
18 *Calendar as amended. Seconded by Commissioner Thompson.*
19 *Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala,*
20 *Commissioner Wev, Chair Sullivan*
21

- 22 3. Student Nurse / Nursing Assistant Clinical Affiliation Agreement {Page 30}
- 23 4. North Coast Land Conservancy Land Transfer {Page 38}
- 24 5. Consider an offer on County owned property {Page 44}
- 25 6. Westport Sewer Technical Assistance Grant {Page 52}
- 26 7. Board of Commissioners Minutes 10-14-20 {Page 69}
- 27 8. CARES Funding Authorization {Page 125}
- 28 9. Ambulance Service Area (ASA) Plan update {Page 140}
- 29

30 **COMMISSIONER'S LIAISON REPORTS**

31 Thompson reported she looked at equipment for building plywood panels and columns
32 that sequester carbon. She spoke with Jim Archuleta from the United States
33 Department of Agriculture (USDA) Forest Service, who sent out an email about biochar
34 that she had forwarded to the rest of the Commission and others. Biochar is better for
35 air quality and the complete use of forest products. She reminded that forests sequester
36 carbon as the trees grow and as forest products are used. However, concrete and steel
37 create more carbon emissions as they are produced.

38 Nebeker had no reports.

39 Wev reported that she had spent a lot of time on the resurrection of the Northwest
40 Oregon Housing Authority. The organization's trust fund of \$975,000 had been found.

1 The trust fund was one of 82 bank accounts owned by the housing authority. She noted
2 it was common for housing authorities to have many bank accounts. The trust fund must
3 be used to increase the supply of affordable housing in the County, so the housing
4 authority would work to leverage the fund as much as possible. The housing authority
5 was very happy with the consultant and interim director they hired. The by-laws would
6 be amended to make sure the organization operates appropriately and legally.

7 Nebeker said she did not understand why the location of this money was not known.
8 Wev had said the money would be leveraged; however, the money could not be
9 touched or used for anything.

10 Wev explained that the funds are intended to be leveraged more than anything else.
11 The money cannot be spent down, so the housing authority must be very smart about
12 what is done with it. She was disappointed because the account has only grown by
13 about \$50,000 since the 1990s. However, the housing authority would explore what
14 could be done with the money. For the last 10 years, the money has been used as
15 collateral on renovation loans. The housing authority must create a committee to advise
16 on how to spend the money.

17 Nebeker stated the housing authority was dissolved because it got into trouble with the
18 State the last time it leveraged trust funds.

19 Bohn responded that the trust was built by and administered by the housing authority,
20 not the County Board. The citizen committee is required by the lawsuit settlement. The
21 housing authority board, with the input of the citizen committee, will be administering the
22 trust fund.

23 Thompson recommended the Commission hold a work session to discuss the housing
24 authority. She was surprised to hear that money had been lost. She could remember six
25 years of reports on the trust fund and the problems that Commissioner Nebeker had
26 referred to. If the Commission has a work session, they would have a complete
27 understanding about where the money is, how it would be overseen, and how it would
28 be used.

29 Wev agreed that a work session was a good idea. The housing authority could provide
30 a brief on all of their projects and processes. She noted the County Counsel was
31 familiar with the present situation.

32 Kujala had no reports.

33 Sullivan reported that she accepted the executive director position at the Astoria
34 Warming Center. She also commented on the election, noting that it takes courage to
35 run for a position. She congratulated all of the candidates. Campaigns take a
36 tremendous amount of work and she appreciated everyone who contributed. She was
37 proud of how the County handled this election. During this election, there had been a lot
38 of talk about the rural/urban divide, and she encouraged everyone to think about that as
39 a false narrative. She had lived in both rural and urban areas and both areas were the
40 same. People should look at each other as neighbors and friends. The state is heading
41 into economic hard times and governments will have to be creative about the way they
42 serve communities. She hoped leaders at all levels would start promoting the idea that
43 everyone must help each other and be compassionate.

COUNTY MANAGER'S REPORT

Bohn reported that Staff did a great job and was dedicated to finalizing the certification of the election. He reported that Astoria City Council adopted the tobacco retail license ordinance. Therefore, the health department would be executing the ordinance within the city boundaries, as well as in the county. Next week, there would be a work session on the strategic plan. Staff would send out the presentation and materials to the board prior to the meeting. Staff had been speaking with Columbia Memorial Hospital (CMH) about partnering with them to expand COVID testing.

PUBLIC HEARING

10. Ordinance 20-03, combining the Land and Water Development and Use Ordinance and the Clatsop County Standards Document (*1st reading*) {Page 250}

Joanna Lyons-Antley, County Counsel, stated the proposed standards had not been included in the agenda packet because it was more than 600 pages. However, the document is available on the County's website.

Gail Henrikson, Community Development Director, said Staff has worked on this ordinance since 2018, and it was presented to the Board in a work session in August. No regulations would be changed, as the purpose of the ordinance is to merge the zoning code and standards document into one document. The combined document was also updated and reorganized to make it more user-friendly.

Thompson asked how many hours it took to produce the document. Henrikson stated a lot of the work was cut and paste. The updates took the most time.

Sullivan opened the public hearing and confirmed there were no public comments. She continued the hearing to December 9, 2020.

BUSINESS AGENDA

11. Approval of the 2020-2022 Collective Bargaining Agreement with Federation of Parole and Probation Officers (FOPPO) {Page 255}

Kelly Stiles, Human Resources Director, presented the Staff report on the labor agreement between the County and the FOPPO. She thanked Staff for working through the contract negotiations over email during COVID. Insurance for seven people would increase, but the financial impact would be minimal.

Motion made by Commissioner Nebeker, Seconded by Commissioner Wev, to approve the 2020-2022 Collective Bargaining Agreement with Federation of Parole and Probation Officers and authorize the Chair to sign the agreement. Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala, Commissioner Wev, Chair Sullivan

12. Matching Funds Grant for Arch Cape Water District {Page 305}

1 Joanna Lyons-Antley, County Counsel, presented the Staff report on the
2 matching funds grant for the Arch Cape Water District.

3 *Motion made by Commissioner Thompson, Seconded by Commissioner*
4 *Nebeker, to authorize the Chair to sign the grant agreement with the Arch Cape*
5 *Water District to provide \$250,000 match for the Forest Legacy Grant.*

6 Kujala stated he did not believe the County taxpayers should be funding the
7 grant because the special districts have their own mechanisms to raise money.

8 Nebeker believed it was important to realize that when a government entity offers
9 to help special districts, that government entity can leverage the money to get
10 more money for social services or for situations like this one. This is a lot of
11 money and the arrangement is unusual, but the water district had been working
12 to raise money and she believed protecting water quality was vital. She also
13 believed this was a good partnership.

14 Thompson said it was important for the Commission to be good stewards of the
15 taxpayers money and she believed this grant was a way of being a good
16 steward. The taxpayers in south county had not seen a lot of balance in return for
17 the money spent, but this would help even the scale. This also sets a very good
18 precedent because it is helping people to be responsible for the resources they
19 need, water, wildlife, plants, and fire safety. This will also make Arch Cape
20 responsible for managing the Arch Cape forest to produce the revenue required
21 to pay back the money they are borrowing. Arch Cape will have to learn to
22 manage forests, which will be a good thing. Arch Cape would also guarantee
23 other community essentials. She supported the project. The Commission should
24 be considering others in Clatsop County with a similar need.

25 Wev stated she was concerned about water quality and quantity in the county.
26 The County has been very cavalier about creating the necessary infrastructure to
27 deliver water to citizens and can no longer rely on land use laws to preserve land
28 for agriculture without enough water for crops. Citizens should be concerned
29 about wastewater, drainage, fresh water, riparian preservation, and resilience
30 because the most important resource for any community is fresh water.

31 Sullivan understood the Commission needed to be careful about how public
32 dollars were spent, but the importance of water should not be underestimated.
33 The County should be respectful of its water sources and it is wonderful that the
34 Commission is able to help the water district. Neighbors in this area of the county
35 have a long history of working together to solve problems and they have done a
36 lot of work to raise the funds they have been able raise so far. She appreciated
37 Staff's work to put the funds in an escrow account because it is a responsible
38 way to manage the funds.

39 *Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Wev,*
40 *Chair Sullivan*

41 *Voting Nay: Commissioner Kujala*

42
43 **GOOD OF THE ORDER**

1 There was nothing for the good of the order.

2 **ADJOURNMENT 7:10 P.M.**

3 Approved by,

4

5

6

7

Kathleen Sullivan, Chairperson

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 9, 2020

Issue/ Agenda Title: Medical Assistant Clinical Affiliation Agreement

Category: Consent Calendar

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

Presented By: Michael McNickle, Director, Public Health Dept

Issues Before the Commission: Request of Authorization for County Manager to approve 5 year agreement between Clatsop Community College and Clatsop County to provide clinical preceptorship as needed for medical assistant students of Clatsop Community College.

Informational Summary: The Public Health Department has engaged in this relationship with Clatsop Community College for over 10 years. Changes to this contract are as follows:

1. Per County Counsel agreement now lies directly between Clatsop County and Clatsop Community College. (vs. the Public Health Department)
2. Past agreements have been for 2-3 year and this agreement is a 5 year term; Effective 1/1/2021 – 1/1/2026

Fiscal Impact: There is no fiscal impact to the agreement

Options to Consider:

1. Approve the agreement between Clatsop Community College and Clatsop County for Medical Assistant Clinical Affiliation, 1/1/2021 – 1/1/2026
2. Do not approve the Agreement

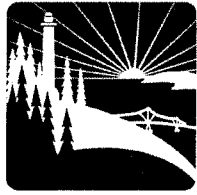
Staff Recommendation: Option # 1

Recommended Action:

Approve the Clatsop Community College Medical Assistant Clinical Experience Affiliation Agreement with a 5 year term, authorizing the County Manager to sign the agreement as set forth.

Attachment List

- A. Copy of Clatsop Community College Medical Assistant Clinical Affiliation Agreement



Clatsop Community College

CLINICAL AFFILIATION AGREEMENT FOR MEDICAL ASSISTANT STUDENT CLINICAL EXPERIENCE

This agreement between **Clatsop Community College** and **Clatsop County**, herein referred to as **Agency**, will be in effect from **January 1, 2021 to January 1, 2026**.

CLATSOP COMMUNITY COLLEGE

- A. Plans and implements the Medical Assistant curriculum, makes faculty appointments, and is responsible for the admission, promotion/progression, and graduation of students.
- B. Selects appropriate clinical learning experiences for students according to identified learning needs.
- C. Identifies and selects staff within the agency to serve as preceptors for students in preceptored clinical experiences. Criteria used in selecting preceptors include:
 - 1. A minimum of one year of experience in the current work setting and role.
 - 2. Demonstrated proficiency in current area of practice.
 - 3. Interpersonal skills including the ability to assess and provide feedback to the student and facilitate learning.
 - 4. Interest in teaching and working with students.
 - 5. Support of immediate supervisor.
- D. Agree to withdraw a student from a clinical setting for reasons of health or performance when the institution representative verbally requests a withdrawal and agrees to document the reason(s) for the request in writing to the Medical Assistant Instructor and Dean of Nursing, Allied Health and Education at the College. The appropriate individuals may agree to a solution that will not jeopardize either student learning or agency well-being.
- E. Provides a schedule for the use of clinical areas, including the number of students to participate and the learning objectives for the experience(s).
- F. Keeps all records and reports on students, including any OSHA-required documentation of immunization and exposure incident follow-up.
- G. Abides by existing rules and regulations of the Agency.
- H. Maintains in confidence all information regarding clients, records, or any other information of a confidential nature.

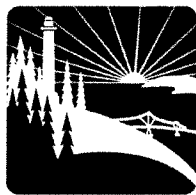


Clatsop Community College

- I. Provides comprehensive malpractice insurance in the minimum amount of \$1 million per occurrence, \$2 million annual aggregate for each student and faculty member who associates at the Agency.
- J. Ascertains to the best of its ability that students participating in clinical experiences are free from communicable diseases. Students are required to provide documentation of a current tuberculin test, measles immunization (if applicable), and hepatitis B immunization or proof of immunity, or waiver on program entry. A current CPR/Basic Life Support (BLS) Provider card is also required. These requirements are in accordance with Oregon Health Authority (OHA) policy on Administrative Standards for Health Profession Student Clinical Training, Table 1, <http://www.oregon.gov/oha/OHPR/Pages/sct.aspx> —unless Agency has a State-granted exemption to these requirements.
- K. Instructs students in applicable state and federal mandated topics for health care providers.
- L. Provides workers' compensation insurance for students participating in clinical experiences.
- M. Requires all medical assisting students to complete and successfully pass a national criminal background check, including FACIS – Level 1 search.
- N. Requires all medical assisting students to successfully pass a 10-panel urine drug screen.

THE AGENCY

- A. Provides for an environment conducive to clinical learning and practice, including provision of equipment and supplies, including personal protective equipment, necessary for patient care.
- B. Provides sufficient personnel to carry out the responsibilities for patient care independent of services provided by students in their clinical learning experience. Under no circumstance is any student or faculty member to be considered an agent or employee of the Agency during scheduled learning experiences. The Agency retains all responsibility for the patients and their care.
- C. Assists the College by providing feedback of learning and performance of participating students verbally or by completing evaluation forms provided by and returned to the College in a timely fashion.
- D. Maintains in confidence all information regarding students and instructors including written evaluation statements of program and staff to comply with the Family Educational Rights and Privacy Act ("FERPA").
- E. Maintains appropriate accreditations and licenses.



MUTUAL RESPONSIBILITIES

- A. Annual review of this agreement and notification of the other party of any changes or updates that need to be made to the agreement.
- B. The College and the Facility will not discriminate against any College employee or student enrolled in their respective programs because of age, disability, color, national origin, race, religion, sex, sexual orientation, or any other basis protected by law.
- C. Responsible personnel representing each party, preferably the Medical Assistant Instructor/Coordinator and the clinic/office administrator, or their designates, will be provided an opportunity to meet bi-annually for continuing program review. Either party can request additional meetings as needed to insure the highest standards of nursing education and patient care.
- D. College and Agency agree to indemnify and hold the other harmless against any and all loss and expense, including attorney's fees and costs, incurred by reason of liability imposed or claimed to be imposed by law upon the College or Agency for bodily injuries, including death, at any time resulting therefrom, and damages sustained by any person or persons, arising out of, or in consequence of the performance of the terms of the Agreement, providing such bodily injuries, death, or damages resulted, or are alleged to have resulted, from any acts or omissions, including violation of any duty imposed by statute or ordinance or regulation, on the part of the College or Agency, its employees, agents, or students.
- E. Merger Clause

This agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of the Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purposes given. There are not understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The College and

Clatsop County by the signatures below of its authorized representatives, hereby acknowledge reading this Agreement, understanding it, and agreeing to be bound by the terms and conditions.

- F. This agreement may be terminated by either party upon 90 days written notice.



Clatsop Community College

JoAnn Zahn
VP, Finance & Operations, Clatsop CC

Print Name

Date

Administrator / *County Manager*

Don Bohn

Print Name

County of Clatsop
800 Exchange St., suite 310
Astoria, OR 97103

Address

Date

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 9, 2020

Issue/ Agenda Title:	Columbia Pacific Coordinated Care Organization Letter of Agreement for Jewell School Based Health Center Grant Funding
Category:	Consent Calendar
Prepared By:	Robyn Doré, Fiscal Coordinator, Public Health Dept
Presented By:	Michael McNickle, Director, Public Health Dept

Issues Before the Commission:	Request of Authorization for County Manager to approve Letter of Agreement between Columbia Pacific Coordinated Care Organization (CPCCO) and Clatsop County for acceptance of grant funding to support the startup costs for the Jewell School Based Health Center.
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Informational Summary:	<p>The Public Health Department has been awarded \$ 60,890.00 by Columbia Pacific Coordinated Care Organization (CPCCO) for a Community Health focused project that directs funding for public health services into a medically underserved school district that is currently experiencing health disparities in Clatsop County. Funding will be to support the Jewell School Based Health Center (SBHC) with a target population to be served that includes Jewell School students aged Kindergarten to grade 12, faculty and staff. The funds are intended to cover project startup costs associated with staff time dedicated to creating the SBHC (including clinic policies and procedures), staff travel to/from Astoria/Jewell, purchase of supplies and durable medical equipment for the clinic as well as tracking outcome measures for improvement(s).</p>
-------------------------------	---

The Jewell School will be providing the facility, infrastructure and oversight for the SBHC; and other parties will be providing a staff physician as well as mental health and addiction services to the Jewell community.

Fiscal Impact:	Funding was approved within the FY20/21 Budget; therefore, no further budget appropriation adjustments are needed.
-----------------------	--

- CPCCO will pay \$ 30,445.00 upon receipt of signed agreement
- CPCCO will pay \$ 30,445.00 upon receipt of first progress report due by January 31, 2021, and CPCCO's approval

that satisfactory progress towards meeting measure targets has been attained.

Options to Consider:

1. Approve the agreement between Columbia Pacific Coordinated Care Organization and Clatsop County for Jewell School Based Health Center funding support.
2. Do not approve the Agreement

Staff Recommendation: Option # 1

Recommended Action:

Approve the Columbia Pacific Coordinated Care Organization Letter of Agreement, authorizing the County Manager to sign the agreement as set forth.

Attachment List

- A. Copy of Columbia Pacific Coordinated Care Organization Letter of Agreement

Columbia Pacific Coordinated Care Organization Letter of Agreement

This Letter of Agreement (Agreement) is between Columbia Pacific Coordinated Care Organization (CPCCO) and Clatsop County (Provider) for the period of September 1, 2020 to August 31, 2021.

Project: Jewell School Based Health Center
Provider Contact: Michael McNickle
E-mail: mmcnickle@co.clatsop.or.us

CPCCO Agreement Number: 20-0901D
CPCCO Project Number: **500088**
CPCCO Contact: Karen Knudson
E-mail: knudsonk@careoregon.org

I. Recitals

- A. Columbia Pacific CCO, LLC is a Limited Liability Corporation of which CareOregon, Inc., an Oregon nonprofit, public benefit corporation, is the single Member (owner).
- B. CPCCO is contracted with the Oregon Health Authority to operate as a Coordinated Care Organization under the Oregon Health Plan via a Health Plan Services agreement ("CCO Contract").
- C. CareOregon wishes to support CPCCO efforts to improve member overall quality of health.

II. Project Description:

This Community Health focused project directs funding for public health services into a medically underserved school district currently experiencing health disparities in Clatsop County.

The financial support is for the operational startup costs of a new School Based Health Center (SBHC) at the Jewell School. The target population to be served include Jewell School students aged Kindergarten to grade 12, faculty and staff. The health center would provide primary health care and specialty referral services during the school year.

Jewell School will provide the facility, infrastructure and oversight for the SBHC. Other parties will provide a staff physician having privileges at the SBHC, mental health and addiction services to this community. Expansion to providing services throughout the year is anticipated after this funding period ends.

The project funding prerequisites that the CPCCO approval committee had requested be completed prior to funding the startup costs have been completed. Additional information regarding the project is presented in Exhibit B, Investment Proposal Summary.

The goals of the Jewell School Based Health Center project are to:

- A. Improve health quality and access equity
- B. Increase the likelihood of desired health outcomes in ways that are capable of being objectively measured and of producing verifiable results and achievements
- C. Be directed toward individual enrollees or incurred for the benefit of specified segment(s) of enrollees
- D. Be grounded in evidence-based medicine, widely accepted best clinical practice, or criteria issued by recognized professional organizations
- E. Reduce health disparities among specified populations

- F. Implement, promote, and increase wellness and health activities

III. Project Objectives:

Funding will be for covering the clinic start-up costs associated with:

- A. Staff time dedicated to creating the SBHC (including clinic policy and procedure development, billing capabilities and Steering Committee meeting attendance)
- B. Staff travel to/from Astoria to Jewell School
- C. Purchase of supplies and durable medical equipment for the clinic
- D. Track outcome measures for improvement and report them to CPCCO as defined in Exhibit A.

IV. Terms:

- A. Terms of this Agreement are effective September 1, 2020 and will terminate August 31, 2021.
- B. Provider agrees to provide the staff for creating the SBHC and supporting clinic start-up.
- C. Provider will report project metrics to CPCCO as defined in Exhibit A. 1 as follows:
 - a. January 31, 2021 for the reporting period September 1, 2020 to December 31, 2020.
 - b. July 31, 2021 for the reporting period January 1, 2021 to June 30, 2021.
 - c. August 31, 2021 for the reporting period of July 1, 2021 to August 31, 2021
- D. CPCCO agrees to provide technical assistance for the Jewell SBHC to gain Patient Centered Primary Care Home (PCPCH) certification from the State of Oregon.
- E. CPCCO may request a site visit to meet with Provider and review project progress.
- F. Success of the project will be determined by CPCCO's evaluation of a positive impact on member's health.
- G. Either party can terminate this Agreement with 30 days written notice. Any remaining balance of the payment disbursed under this agreement at the time notice is given will be returned to CPCCO if this Agreement is terminated.

V. Payment:

- A. CPCCO will pay \$ **30,445.00** upon receipt of signed agreement.
- B. CPCCO will pay \$ **30,445.00** upon receipt of the first progress report due by January 31, 2021, and CPCCO's approval that satisfactory progress towards meeting measure targets has been attained as defined in Exhibit A.
- C. Provider agrees these payments are for the period outlined above only and does not imply or guarantee ongoing funding.

VI. General Provisions:

- A. Provider agrees that the Provider Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays. Provider will notify CareOregon if the Provider Contact changes.
- B. Provider agrees to safeguard the health information of CareOregon members as it applies to activities related to this program.
- C. CPCCO can terminate the agreement immediately if the safety or health of a member or staff person is threatened. Any remaining balance of the payment disbursed under this agreement at the time of immediate termination will be returned to CPCCO.

- D. Both parties agree to seek written approval from the counterparty for any news releases or any other external communication related to the Agreement prior to publication. Email approval will suffice as written approval.
- E. **General Warranty.** Provider represents and warrants that Provider possesses the knowledge, skill, experience and valid licensure necessary to perform the services and will do so with the maximum reasonable degree of quality and attention to detail, and in a timely manner.
- F. **Insurance.** Provider agrees to maintain at all times during this Agreement and at its own cost and expense, commercial general liability insurance, errors and omissions insurance, and workers compensation insurance coverage in amounts standard to its industry.
- G. **Indemnity.** Each party hereby agrees to defend, indemnify and hold harmless the other party, its officers, directors, and employees from and against third party claims, loss, liability, expense (including reasonable attorneys' fees), judgment or settlement contribution arising from injury to person or property, arising from any negligent act or omission on its part or its officers, directors, or employees in connection with or arising out of: (a) Services performed under this Agreement, or (b) any breach or default in performance of any of such party's obligations in this Agreement including, without limitation, any breach of any warranty or representation. In the event that either party, its officers, directors, or employees are made a party to any action or proceeding by reason of any matter for which the other party has hereby agreed to indemnify such party, then the indemnifying party, upon notice from such party, shall defend such action or proceeding on behalf of such party at the indemnifying party's sole cost and expense. Each party shall have the right to designate its own counsel if it reasonably believes the other party's counsel is not representing the indemnified party's best interest. This indemnity shall not be limited by reason of any insurance coverage required under this Agreement and shall survive termination of this Agreement.
- H. **Compliance and Licensure.** Provider shall, at all times during the term of this Agreement and at Consultant's own expense, comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force any licenses and obtain applicable permits and consents required for performance of services under this Agreement. Provider shall provide copies of such applicable current valid licenses and/or permits upon request. Provider represents and warrants that, to the best of its knowledge, its officers, directors, employees, subcontractors, agents and other representatives are not excluded from participating in any federal health care programs, as defined under 42 U.S.C. 1320a-7b (f), and to its knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Provider agrees to notify CPCCO of the commencement of any such exclusion or investigation within seven (7) business days of first learning of it. Provider represents that any employee or manager responsible for administering or delivering services hereunder and is not excluded from Federal healthcare programs and are not included in the Office of Inspector General (OIG) and General Services Administration (GSA) exclusion lists. Additionally, if an employee is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all work pursuant to this Agreement and the Provider shall take appropriate corrective actions. CPCCO shall have the right to immediately terminate this Agreement upon learning of any such exclusion and shall be kept apprised by Provider of the status of any such investigation.
- I. **HIPAA.** Both parties agree to implement and maintain systems that protect Personal Health Information (PHI), as required by the Health Insurance Portability and Accountability Act (HIPAA).

- J. **Relationship of the Parties.** CPCCO and Provider are independent contractors. No provision of this Agreement is intended to create nor shall be construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.
- K. **No Third-Party Benefit.** This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligations that may be possessed by such third party.
- L. **Assignment or Delegation.** Except as otherwise specifically provided for herein, Provider shall not assign or delegate any or all of its rights or responsibilities under this Agreement without the prior written consent of CPCCO.

Agreed to on behalf of **Clatsop County:**

Agreed to on behalf of **Columbia Pacific
Coordinated Care Organization:**

Signature

Signature

Name: _____

Name: _____ Mimi Haley

Title: _____

Title: _____ Executive Director

Date: _____

Date: _____

**Exhibit A
Detail of Project**

I. Program area of Focus: Community Health

II. Improvement Metrics:

Report on the progress of the following metrics and provide qualitative information for each reporting period.

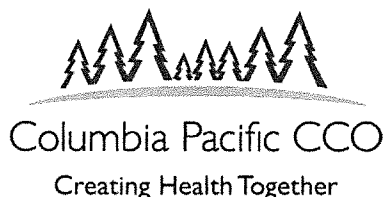
Metric	Reporting Value or Project Outcomes
Total Number of visits made during the reporting period	
Total Number of Oregon Health Plan Member visits made during the reporting period	
Total Number of <u>unique</u> Oregon Health Plan Member visits made during the reporting period	
Number of adolescent immunizations made during the reporting period	
Number of depression screenings completed during the reporting period	
Number of Screening, Brief Intervention and Referral to Treatment services during the reporting period (SBIRT)	
Number of billed visits made during the reporting period	
Total Dollar Billed Revenue received during the reporting period	

III. Narrative Progress Report

A written update should accompany each annual improvement metric report submitted describing successes, barriers, significant findings or unexpected issues encountered during that reporting period.

Report should include a description of the support, service(s) or technical assistance provided by any State of Oregon agency during the clinic start up period.

Exhibit B



Investment Portfolio Proposal Summary

Proposal Name: Jewell School Based Health Center

Grant Applicant/Lead Organization: Clatsop County Public Health

Total Amount Requested: \$60,890

Recommended Amount: \$60,890

Proposal Focus Area: Community Health

Proposal Brief

On behalf of the Jewell School District, Clatsop Public Health will be partnering with Providence North Coast Medical Group and Clatsop Behavioral Health to establish a school-based health center at the Jewell School. The SBHC will provide services to approximately 200 K-12 students and faculty/staff during the school year. The school will provide faculty, infrastructure and oversight, CBH will provide weekly mental health and addictions services, and Providence will staff the provider and privileges for labs, imaging and other medical orders and well as preventive oral health services. Clatsop Public Health will hire and oversee the MA for the program. Year two of the SBHC commits to operating year-round to serve other adults in the area.

Review Committee Assessment

The Committee strongly endorsed the launch of a new Jewell SBHC, recognizing the model has worked well in the CPCCO service area, as evidenced by the clinics in Columbia County. The committee also discussed and recommends that Clatsop Public Health partner with Columbia Health Services to get the program launched based on learnings from the existing SBHCs, as well as seek technical assistance from CPCCO to help gain PCPCH certification from the state so that members could be assigned to the Jewell clinic.

The committee also discussed several concerns: the lack of contractor/construction resources available in the county to renovate the necessary space at the Jewell school; the unsubstantiated estimates of billable revenues from other (Commercial plan) payors, which would affect financial viability; and the need to site a clinic that could provide year-round services and to residents other than the students and school staff. The committee thus recommends CPCCO support the funding for the clinic pending resolution of their concerns.

Committee Recommendations

Fund the full requested amount of the Jewell School Based Health Center, subject to:

- 1) Documentation of a contractor and timeline for completing the clinic renovation;
- 2) More detailed pro-forma of billable revenues based on local payor information other than CPCCO membership;
- 3) Written commitment from Columbia Health Services to provide consultation and advice on establishing and operating a SBHC, including for year-round services not non-students.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 9, 2020

Issue/ Agenda Title:	Homeless Liaison Funding - CCA
Category:	Consent Calendar
Prepared By:	Monica Steele, Assistant County Manager
Presented By:	Monica Steele, Assistant County Manager

Issues Before the Commission: Homeless Liaison Funding - CCA

Informational Summary: During the 2020-2021 budget process the Board approved \$50,000 in funding to provide funding for a county-wide Homeless Liaison position to be housed with Clatsop Community Action and supported by multiple community partners. This position will provide support and advocacy to the homeless residents of Clatsop County, primarily focusing on: engaging homeless individuals and connecting them with resources for shelter and housing, domestic violence prevention and protection, physical and mental health, and addiction treatment services. In addition, the liaison will help to bridge community systems of health and social services with the needs of homeless individuals and families.

Fiscal Impact: Budgeted in the amount of \$50,000 for the 2020-2021 FY

Options to Consider:

1. Approve the Non-Profit Funding Agreement in the amount of \$50,000 as budgeted in the 2020-2021 fiscal year and authorize the County Manager to sign.
2. Not approve the Non-profit Funding Agreement

Staff Recommendation: Option #1

Recommended Action:

"I move that the Board approve the Non-profit Funding Agreement in the amount of \$50,000 as budgeted in the 2020-2021 fiscal year and authorize the County Manager to sign."

Attachment List

- A. Non-Profit Funding Agreement – Clatsop Community Action (CCA)
- B. 2020-2021 Budget Summary

NON-PROFIT FUNDING AGREEMENT

This Agreement is made this 10th day of December, 2020, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter “**County**” and Clatsop Community Action (CCA), an Oregon Not-for-Profit Corporation in good standing, hereinafter “**Non-Profit**”.

Recitals

County desires to fund Non-Profit’s provision of certain services for public benefit and Non-Profit desires to provide those services (“Services”) for public benefit. Such Services are described as:

Providing a Homeless Liaison that will provide support and advocacy to the homeless residents of Clatsop County, primarily focusing on: engaging homeless individuals and connecting them with resources for shelter and housing, domestic violence prevention and protection, physical and mental health, and addiction treatment services. In addition, the liaison will help to bridge community systems of health and social services with the needs of homeless individuals and families.

NOW THEREFORE, the parties agree as follows:

1. Term. This Agreement shall be for December 10, 2020 through December 9, 2021.
2. Services and Payment. County shall provide funding to Non-Profit in the amount of \$50,000, payable in advance. Non-Profit represents that it will use the funds provided solely for the purposes set forth herein, and solely to provide staffing and services for the benefit of the public. Any funds not used for such purposes shall be returned to County.
3. Indemnity. Non-Profit shall indemnify and hold County harmless for any claim arising out of the provision of the Services. Non-Profit shall maintain liability insurance in an amount sufficient to satisfy the current Oregon Tort Claim Act limits, and shall name County as an additional insured on any policies.
4. Outcome Reporting. At the conclusion of the provision of the Services during the term of the Agreement, Non-Profit shall provide County with a report on the Services provided, including an explanation of how the funding was spent.
5. General: (a) Funding for this Agreement is allocated by the Clatsop County Board of Commissioners. This Agreement may be terminated by County at any time and without any cause upon ninety (90) days written notice to the Non-Profit. (b) County may, in its sole discretion and upon ninety (90) days written notice, unilaterally terminate or adjust any provisions of this Agreement to ensure quality performance of the Services. (c) Upon completion of the Agreement term, the Agreement shall terminate and Non-Profit shall have no right to renewal or expectation thereof. Any decision by County to renew an otherwise terminated contract for additional or extended period shall be in the sole and unfettered discretion of County.

County:

Non-Profit:

Don Bohn, County Manager

Name

Title

Dues & Special Assessments

Department Overview

Appropriations are made in this budget when not logically assigned to another specific area. Appropriations to agencies not part of County government are also included here.

Budget Highlights

This budget reflects an increase in general liability insurance costs, these costs can vary significantly based on prior year claims history as well as the insurance risk pool rates. Based on this information staff is budgeting for an approximate 27% increase over the actual 2019-20 fiscal year costs.

A total of \$50,000 has been budgeted in "Contributions To Outside Agencies"; \$30,000 for qualifying organizations to apply for through the Human Services Advisory Committee and \$20,000 for social service support agencies. In addition, there is also \$15,000 that is budgeted for the Library Services Agreement to support the rural community outreach program facilitated by the Astoria/Seaside Libraries.

In addition there is \$50,000 budgeted to provide funding for a county-wide Homeless Liaison position to be housed with Clatsop Community Action and supported by multiple community partners.

Funding Sources

Departmental Revenue Account Name	Actual 2017-2018	Actual 2018-2019	Budget 2019-2020	Adopted 2020-2021	\$ Change Adopted	% Change Adopted
Beginning Balance	0	0	0	122,980	122,980	100%
Room Tax	41,678	50,490	55,000	45,000	(10,000)	- 18%
St. - Liquor 2145	13,512	14,124	13,500	13,500	0	0%
Veteran Services	95,662	96,854	95,660	95,660	0	0%
Columbia River Transitions Fun	0	496,745	0	0	0	0%
Economic Development	0	0	0	0	0	0%
Rev. Refunds & Reim.	204	2,500	0	0	0	0%
NW OR Kinder Ready Pilot	324,903	0	0	0	0	0%
Miscellaneous Revenue	0	0	0	0	0	0%
General Fund Support	254,439	301,127	446,010	514,200	68,190	15%
Total Revenue:	730,398	961,840	610,170	791,340	181,170	29%

Expenditures

Departmental Revenue Account Name	Actual 2017-2018	Actual 2018-2019	Budget 2019-2020	Adopted 2020-2021	\$ Change 2020-2021	% Change 2020-2021
Salary & Wages	0	0	0	0	0	0%
Personnel Benefits	0	0	0	0	0	0%
Materials & Services	345,112	393,701	433,170	471,860	38,690	8%
Special Payments	385,286	568,139	177,000	319,480	142,480	80%
Debt Service	0	0	0	0	0	0%
Capital Outlay	0	0	0	0	0	0%
Transfer Out	0	0	0	0	0	0%
Contingency	0	0	0	0	0	0%
Total Expenditures:	730,398	961,840	610,170	791,340	181,170	29%

Summary

Account Name	Account #	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Adopted 2020-2021	\$ Change 2020-2021	% Change 2020-2021
Materials & Services							
Insurance	82-2200	152,234	181,448	224,500	252,760	28,260	12%
Pioneer Cemetery	82-2301	0	2,097	5,000	5,000	0	0%
Membership Fees And Dues	82-2370	24,670	38,775	24,520	26,980	2,460	10%
Auditing And Accounting	82-2462	50,350	53,855	55,000	60,000	5,000	9%
Veterans Service Contract	82-2468	116,148	116,148	116,150	119,120	2,970	2%
Contractual Services	82-2471	0	0	0	0	0	0%
Mentally Ill	82-2496	1,710	1,378	8,000	8,000	0	0%
Publi. And Legal Notices	82-2600	0	0	0	0	0	0%
Materials & Services Totals:		345,112	393,701	433,170	471,860	38,690	8%
Special Payments							
Pub. Road & Drainage Improv.	82-3008	3,871	31,479	55,000	167,980	112,980	205%
Mental Health 2145	82-3100	13,512	14,124	14,000	13,500	(500)	- 3%
Soil Conservation Dist.	82-3110	6,000	6,000	6,000	6,000	0	0%
NW Senior & Disability Serv.	82-3148	17,000	17,000	17,000	17,000	0	0%
Library Services Agreement	82-3574	0	5,000	5,000	15,000	10,000	200%
Cont. To Outside Agencies	82-3575	20,000	35,000	30,000	50,000	20,000	66%
Crisis Respite Center	82-3576	0	0	50,000	0	(50,000)	- 100%
Social Services Support	82-3577	0	0	0	50,000	50,000	100%
Columbia River Transitions Fun	82-3579	0	459,537	0	0	0	0%
NW OR Kinder Ready Pilot	82-3580	324,903	0	0	0	0	0%
Special Payments Totals:		385,286	568,139	177,000	319,480	142,480	80%
Total Expenditures:		730,398	961,840	610,170	791,340	181,170	29%

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 9, 2020

Issue/ Agenda Title:	Notice of county land sale, set minimum bids and proceed with sale pursuant to ORS 275.225
Category:	Consent Calendar
Prepared By:	Sirpa Duoos, Property Management Specialist
Presented By:	Sirpa Duoos, Property Management Specialist

Issues Before the Commission: Approve surplus County land sale, set minimum bids and proceed with private sale pursuant to ORS 275.225.

Informational Summary: According to ORS 275.225, the Board may authorize a private sale, set minimum bids and sale date by approval of a resolution and order. Staff has prepared the attached Resolution and Order identifying the parcels, legal descriptions, real market values, minimum bids and the sale date. These parcels have a real market value of less than \$15,000 and are unsuited for the construction of placement of a dwelling under applicable zoning ordinances and building codes. Value generally is only to the adjoining property owner(s).

Clatsop County Property Management Policy specifies that parcels deemed surplus be offered for sale to the general public in a fair and equitable manner. Twenty parcels have been selected for this private sale, including parcels in Astoria, Knappa, Seaside, Brownsmead Hammond. All properties are sold AS IS and for CASH. All payments are due within two weeks of the Board accepting the highest offers.

The Board of Commissioners earlier approved the categorization of the parcels listed in Attachment "A" for Public Auction or Private Sale with the exception of two parcels at Aldrich Point identified as Assessor's Map number 90726-100 & 104. Staff is requesting to re-categorize these two parcels as surplus pursuant to prior discussion with your Board on November 4, 2020.

The notice for this private sale is scheduled to be published in The Astorian on December 12th, 2020. ORS 275.225 allows County to open sealed bids 15 days after publication. Staff has set a date and time to open sealed bids at 3:00 p.m. on Tuesday, December 28, 2020 in the Assessment and Taxation office.

Fiscal Impact: The cost of preparing and holding the sale will be reimbursed from the sale proceeds. Possible costs are publication fees, recording fees, legal fees and property maintenance. The balance of the proceeds will be distributed to all the taxing districts according to ORS 275.275.

Options to Consider:

1. Adopt the Resolution and Order as presented approving the county land sale, setting minimum bids and proceed to entertain sealed bids.
2. Adopt the Resolution and Order as amended.

Staff Recommendation: Option # 1.

Recommended Action:

“Approve the minimum bids, the sale date and proceed with Private Sale by adopting the Resolution and Order.

Attachment List

- A. Resolution and Order
- B. Notice of County Land Sale
- C. Maps

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

4 AUTHORIZING A SALE OF) RESOLUTION AND
5 CERTAIN COUNTY OWNED) ORDER
6 LAND PURSUANT TO ORS 275.225)
7

8 WHEREAS, Clatsop County acquired an interest in certain real properties
9 by virtue of tax foreclosure; and
10

11 WHEREAS, the said properties were Categorized as surplus and it would
12 be in the best interest of the County to sell said properties as provided in ORS
13 275.225 and;
14

15 WHEREAS, the said legal descriptions are provided in Exhibit "B" and;
16

17 WHEREAS, Clatsop County wants re-categorize Assessor's Map 90726,
18 tax lots 100 & 104 into Category 1, Surplus, from Category 3, Future County Use
19 and NOW THEREFORE,
20

21 IT IS HEREBY RESOLVED AND ORDERED that staff will publish a notice
22 of sale of said properties in Exhibit "A", setting the date and time of December
23 29, 2020, at 3:00 p.m. to open sealed bid; and
24

25 IT IS FURTHER RESOLVED that said properties shall be sold AS IS and
26 without any warranties as to the qualities of title, if any, sold by the County, or
27 any encumbrances thereon, or claims against said properties.
28

29
30 DATED this _____ day of December, 2020
31

32 BOARD OF COUNTCOMMISSIONERS
33 FOR CLATSOP COUNTY, OREGON
34

35 _____
36 Chairperson
37

EXHIBIT "A"

NOTICE OF COUNTY LAND SALE

Pursuant to ORS 275.225, Clatsop County intends to sell property in which County may have vested interest, by private sale not earlier than 15 days after the publication of this notice. These parcels are small, unbuildable with value only to the adjoining property owner. They are described as follows:

Parcel #	Map & Tax Lot	Acct. #	RMV \$	Acres	General area	Minimum bid
20-1	61016DD08101	58928	8,264	0.01	5 th & Downing in Seaside	\$200 CASH
20-2	71016C002600	53516	0	0.66	Narrow strip in Surf Pines	\$375 CASH
20-3	71021AB02000	53506	373	0.03	Narrow strip in Surf Pines	\$350 CASH
20-4	807030000403	58073	5,217	0.34	Landlocked in Brownsmead	\$350 CASH
20-5	80716CC00600	19203	3,968	0.30	Stringtown Lane in Knappa	\$500 CASH
20-6	80730DB00200	57506	396	0.03	Landlocked in Knappa	\$300 CASH
20-7	808300001200	21227	1,309	0.60	John Day, no improved access	\$300 CASH
20-8	808300004500	21259	57	0.06	John Day, no improved access	\$200 CASH
20-9	80907CD12800	21797	1,020	0.01	Off of Grand Ave in Astoria	\$200 CASH
20-10	80908DC03100	23011	1,000	0.02	18 th Street in Astoria	\$200 CASH
20-11	80917AB04101	25001	2,886	0.03	Landlocked off of Niagara Ave	\$300 CASH
20-12	809200001100	27123	846	0.30	Landlocked off of Stoner Road	\$300 CASH
20-13	809290002100	27672	14,822	5.32	Landlocked Youngs River area	\$200 CASH
	809320000100	28201	27	0.01	Landlocked Youngs River area	For both
20-14	80930BD02000	27992	2531	0.02	Landlocked in Jeffers Garden	\$200 CASH
20-15	80931BC00300	28147	84	0.03	Lewis & Clark area	\$200 CASH
20-16	80933D003200	28389	3,352	0.70	Off of Hwy 202	\$200 CASH
20-17	81005CD03100	28546	3689	0.01	Off of Lake Drive in Hammond	\$200 CASH
20-18	81016DA01600	29769	129	0.01	Off of Fort Stevens Road	\$200 CASH
20-19	907260000100	32992	9,131	1.61	Aldrich Point	\$1,000
	907260000104	32996	10,095	2.12	Aldrich Point	CASH
20-20	907260000300	33000	5,047	0.28	Brownsmead	For both \$200 CASH

Sealed Bid Offer forms may be obtained by calling the number below. The bids must be returned in a sealed envelope by 3:00 p.m. on Tuesday, December 29, 2021, marked with the words: SEALED BID. Further information may be obtained by calling 503-338-3674 or contact Clatsop County Property Management, 820 Exchange Street, Suite 230, Astoria, OR, weekdays between 8:30 a.m. & 5:00 p.m.

Publication date: December 12, 2020 The Astorian

EXHIBIT “B”

LEGAL DESCRIPTIONS FOR 2020 PRIVATE SALE

MAP:61016DD08101

LEGAL DESCRIPTION: Beginning at the intersection of the South line of Fifth Avenue with the West line of the Stub extension of North Downing Street Southward;
Thence South along the said West line of the Stub extension of North Downing Street, a distance of 37 feet, to the True Point of Beginning;
Thence South along the West line of said stub extension of North Downing Street, a distance of 6.5 feet to a point;
Thence West on a line parallel with the South line of Fifth Avenue, a distance of 8.0 feet to a point;
Thence north on a line parallel with the West line of the stub extension of North Downing Street a distance of 6.5 feet to a point;
Thence East on a line parallel with the South line of Fifth Avenue a distance of 8 feet to the point of beginning, all being a portion of Lot 1, Block 2, Ocean Grove Annex, in the City of Seaside, Clatsop County, Oregon.

MAP: 71016C002600

LEGAL DESCRIPTION: Tract A, Surf Pines Estates North, recorded November 5, 2003 as Instrument No. 200316702, Clatsop County, Oregon

MAP: 71021AB02000

LEGAL DESCRIPTION: Tract B, Surf Pines Estates North, recorded November 5, 2003, as Instrument No. 200316702, Clatsop County Deed Records, Oregon.

MAP: 807030000403

LEGAL DESCRIPTION: A strip of land being a portion of the South 242 feet of Lot 10, Long Island Gardens No.1, Clatsop County, Oregon, lying North of the common boundary line established by boundary agreement recorded June 11, 1998 in Book 971, Page 840 Deed Records, Clatsop County, more particularly described as follows:
Beginning at a point on the east line of and North 220.67 feet from Southeast corner of said Lot 10 Long Island Gardens No. 1 and running;
Thence South 89° 32' 12" West along an existing fence line a distance of 370.72 feet;
Thence South 88° 59' 03" West along said fence line 266.52 feet to the Westerly line of said Lot 10. Bearings based on County Survey No. B-10212.

MAP: 80716CC00600

LEGAL DESCRIPTION: beginning at SW corner of plat Fertile Valley, in section 16, Township 8 North, Range 7 West, Willamette Meridian, running
Thence west to the county Road No. 129;
Thence following the County Road to a point where it intersects with line of the Fertile Valley, Section 16, Township 8 North, Range 7 West;
Thence South along the West line of Fertile Valley to the place of beginning, containing 0.35 of an acre, more or less.

MAP: 8730DB00200

LEGAL DESCRIPTION: The following described parcel of real estate, lying and being in the County of Clatsop, State of Oregon, to wit: Beginning at a point 487' West of the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 30, T8N, R7W, WM, thence West 20'; thence South 43 deg East 100'; thence East 20'; thence North 43 deg West 100' to place of beginning. Created in 2008 per Book 105, Page 185.

MAP: 808300001200

LEGAL DESCRIPTION: Lots 25 through 36, Block 38, Astor Addition to Astoria, as the same appears on the records of Plats for Clatsop County, Oregon

MAP: 808300004500

LEGAL DESCRIPTION: Lot 16, Block 12, Astoria Heights as laid out and recorded by J. H. Mansell, in the County of Clatsop, Oregon.

MAP: 80907CD12800

LEGAL DESCRIPTION: Portion of Lot 3, Block 113, Taylor's Astoria,
Beginning at the southwest corner of said Lot 3 in block 113, Taylor's Astoria;
Thence North 23° 32' West, a distance of 78.1 feet along the Westerly line of said lot to the Northwest corner thereof;
Thence along the northerly line of said Lot 3 a distance of 6.0 feet;
Thence South 9° 12' East a distance of 79.0 feet to the point of beginning;
being in the City of Astoria, County of Clatsop, Oregon

MAP: 80908DC03100

LEGAL DESCRIPTION: The South 6 feet of the North 50 feet of Lot 10, 11 & 12, in Block 14, Shively's Addition, In the City of Astoria, County of Clatsop, Oregon

MAP: 80917AB04101

LEGAL DESCRIPTION: Beginning at a point on the South line of Niagara Avenue 190.98 feet westerly from the intersection of the West line of 16th street and the South line of Niagara Avenue:

Thence Southerly a distance of 112.92 feet along a line parallel with the West line of 16th Street to the true point of beginning of the tract herein described;
Thence Easterly a distance of 36 feet along a line parallel with the South line of Niagara Avenue;
Thence Southerly along a line parallel with the West line of 16th Street a distance of 43.23 feet;
Thence Westerly along a line parallel with the South line of Niagara Avenue a distance of 36.0 feet”
Thence Northerly along a line parallel with the West line of 16th Street a distance of 43.23 feet to the point of beginning

MAP: 809200001100

LEGAL DESCRIPTION: All of Lots 20 and 21, Parkview Subdivision of Lot Number 7, Stuart Meadows, according to the recorded plat of record thereof, except so much thereof as may lie below the ordinary highwater mark of Nowlan’s Slough, County of Clatsop, Oregon

MAP: 809290002100

LEGAL DESCRIPTION: The following described tidelands situated in Clatsop County, Oregon, to-wit: All the tidelands fronting and abutting upon Lot 10, of Section 28, Township 8 North, Range 9 West, Willamette Meridian, Clatsop County, Oregon

MAP: 809320000100

LEGAL DESCRIPTION: the following described tidelands situated in Clatsop County, Oregon: to-wit: All the tidelands fronting and abutting upon Lot 2 of Section 33, Township 8 North, Range 9 West, Willamette Meridian, Clatsop County, Oregon

MAP: 80930BD02000

LEGAL DESCRIPTION: Beginning at a point where the West right of way line of that parcel of land conveyed to The Oregon State Highway commission, recorded in Book 199, Page 249, intersecting the East line of that parcel of land conveyed to Roy L. Haikkila & Delores S. Haikkila, recorded in Book 373, Page 656, Clatsop county deed records,

Thence Northerly along the said West right of way line to a point which is 20 feet distance and at right angles to the east line of the Haikkila tract;
Thence westerly 20 feet to the East line of said Haikkila tract;
Thence southerly along the East line of said Haikkila tract to the point of beginning,
County of Clatsop, State of Oregon

MAP: 80931BC00300

LEGAL DESCRIPTION: That portion of the West half of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 8 North, Range 9 West, Willamette Meridian, Clatsop County, Oregon, lying West of the Lewis and Clark Road and South of that certain private right of way granted to Barr & McLeod.

MAP: 80933D003200

LEGAL DESCRIPTION: Beginning at a point in the center of the present County Road 2850.54 feet West and 464.7 feet North of the corner to Section 33 and 34, Township 8 North, Range 9 West, Willamette Meridian, in Clatsop County, Oregon;

Thence North $71^{\circ} 40'$ West 264.8 feet to the U.S. Meander Line;

Thence North along said U.S. Meander line, 119 feet to the Southwest corner of that tract conveyed to King, in Deed recorded in book 184, Page 338, Clatsop County Deed Records;

Thence East along the South line of said tract, 105 feet, more or less, to the center of the Nehalem Highway;

Thence Southerly along said centerline to the point of beginning.

TOGETHER with all Tidelands, Wharfing Rights and Privileges lying West and adjacent to the above described tract.

EXCEPTING therefrom any portion lying within the Nehalem Highway.

MAP: 81005CD03100

LEGAL DESCRIPTION: Lot 21, Block 7, First Addition to Kindred Park, in the Town of Hammond, Now City of Warrenton, County of Clatsop, Oregon, Excepting therefrom the highway.

MAP: 81016DA01600

LEGAL DESCRIPTION: Lot 14, Block 56, 2nd Extension of Warrenton, in the City of Warrenton, County of Clatsop, Oregon, Excepting therefrom the highway.

MAP: 907260000100

LEGAL DESCRIPTION: That portion of government Lot 10 lying Northerly of the Spokane, Portland & Seattle Railroad right of way, All in Township 9 North, Range 7 West, Section 26, In the County of Clatsop, State of Oregon

MAP: 907260000104

LEGAL DESCRIPTION: That portion of Government Lot 9, Section 26, Township 9 North, Range 7 West, of the Willamette Meridian, lying North of both the Northeast right of way line of Aldrich Point Road, and the Northwest right of way line of the Spokane, Portland and Seattle Railroad and lying Easterly of the East lines of recorded in Book 149, Page 227 & Book 274, Page 678 Deed Records of Clatsop County;

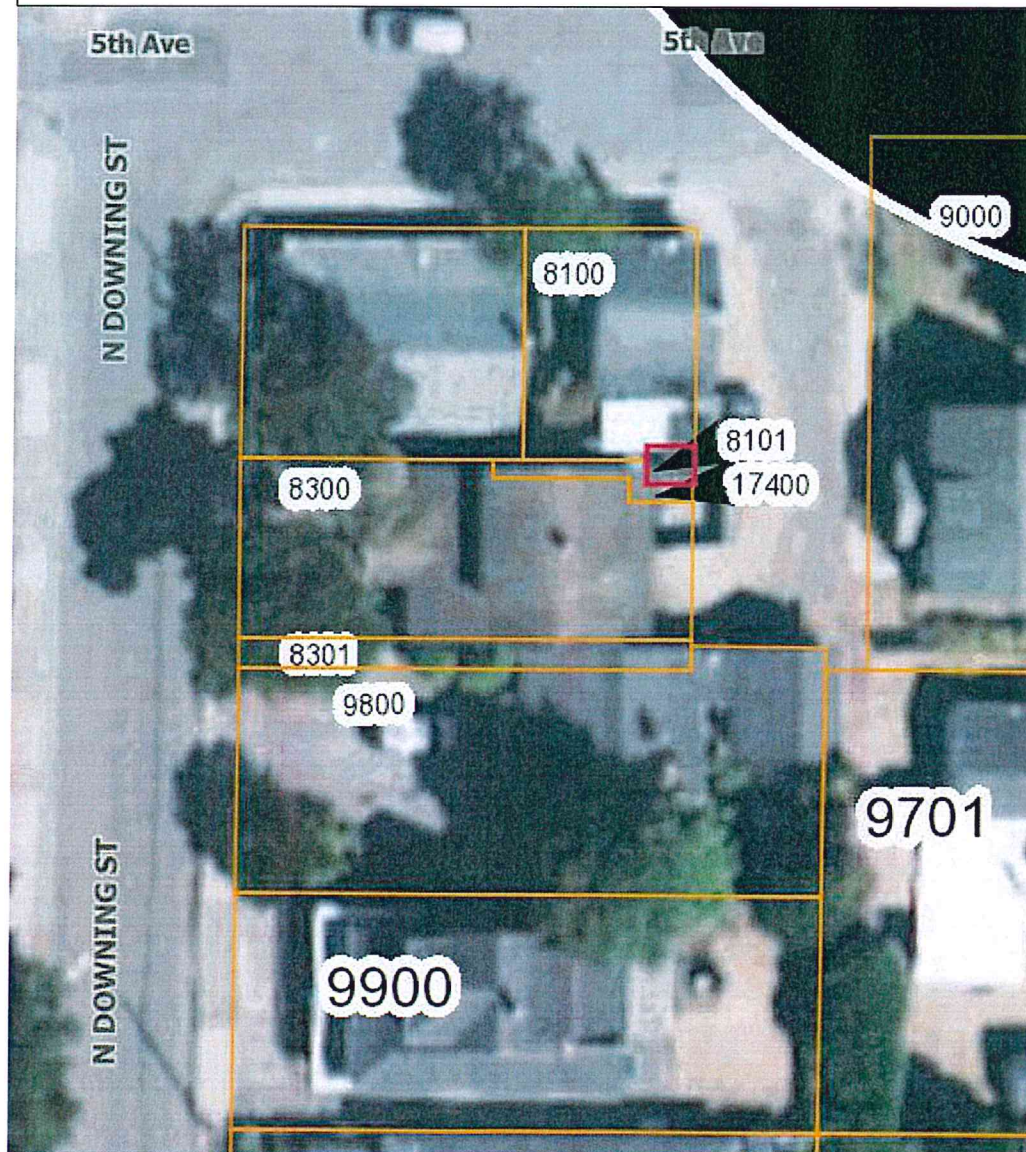
SAVE AND EXCEPT: That tract of land conveyed to Vincent W. Zankich, by deed recorded in Book 149, Page 227, Deed Records of Clatsop County;
ALSO SAVE AND EXCEPT that tract of land conveyed to Fritz H. Giesacke, et ux, by Deed recorded July 13, 1964, in Book 274, Page 678, Deed Records of Clatsop County, Oregon

MAP: 907260000300

LEGAL DESCRIPTION: Lot 6, Section 26, Township 9 North, Range 7 West, Willamette Meridian, County of Clatsop, Oregon

PARCEL #20-1

MAP # 61016DD08101	ID # 58928	Minimum Bid: \$200 CASH
Real Market Value: \$8,264		Assessed Value: \$2,837
Acreage: 0.01 of an acre (6.5 ft x8 ft) 52 sq. ft		General Area: 5 th & Downing, Seaside
Zoning: R3		Special Overlay: Tsunami Evacuation Zone
Comments: Vacant land, value only to adjoining owner		



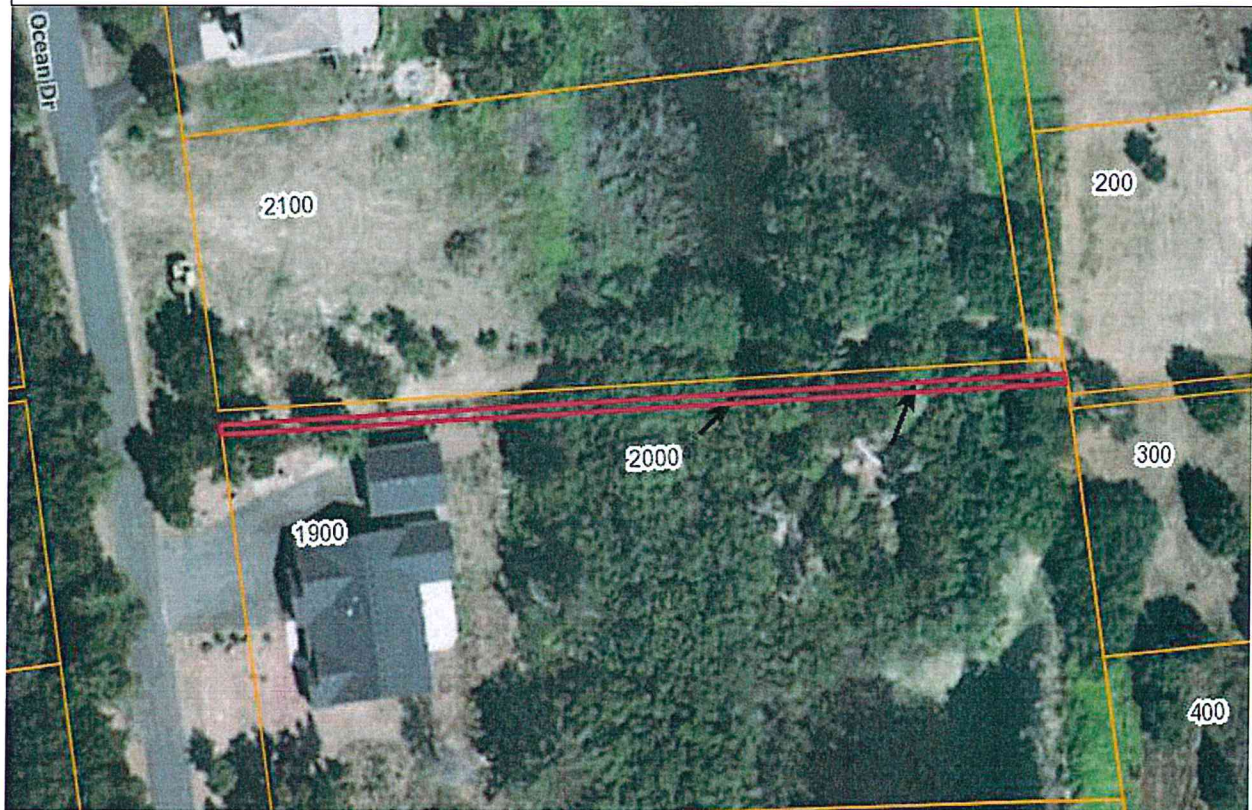
PARCEL #20-2

MAP # 71016C002600	ID #35316	Minimum Bid: \$375 CASH
Real Market Value: \$0		Assessed Value: \$0
Acreage: 0.66		General Area: Surf Pines, between Manion and Ocean Drive
Zoning: CBR		Special Overlay: Tsunami Evacuation Zone and in National Hydro Dataset
Comments: Long narrow strip abutting 16 different lots in Surf Pines		



PARCEL #20-3

MAP # 71021AB02000	ID # 53506	Minimum Bid: \$350 CASH
Real Market Value: \$373		Assessed Value: \$373
Acreage: 0.03		General Area: Surf Pines
Zoning: CBR		Special Overlay: Tsunami Evacuation Zone
Comments: Possible path to the beach for Surf Pines Residences		



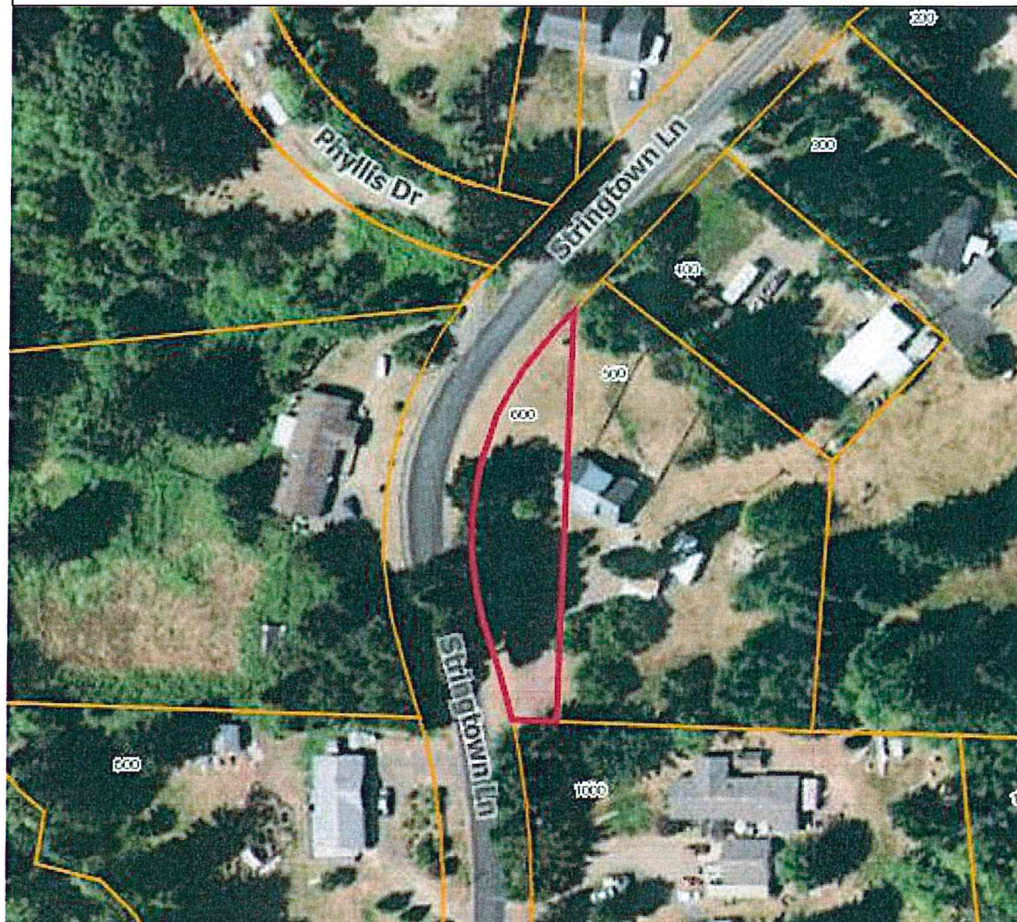
PARCEL #20-4

MAP # 807030000403	ID # 58073	Minimum Bid: \$350 CASH
Real Market Value: \$5,217		Assessed Value: \$197
Acreage: 0.34		General Area: Brownsmead
Zoning: EFU		Special Overlay:
Comments: Landlocked, prior owner did a lot line adjustment and then forgot to deed this portion when he sold the property. Value only to tax lot 400.		



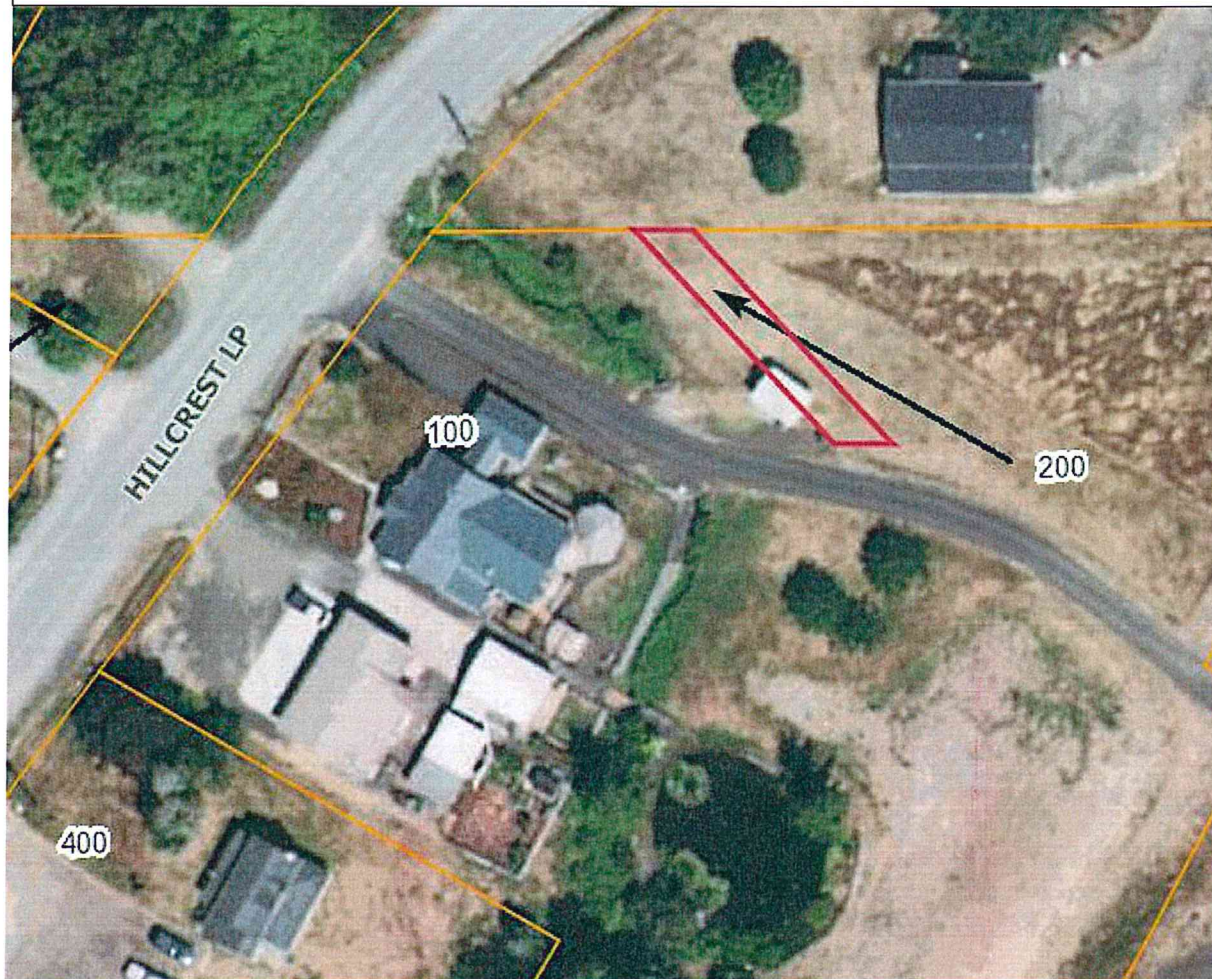
PARCEL #20-5

MAP # 80716CC00600	ID # 19203	Minimum Bid: \$500 CASH
Real Market Value: \$3,698		Assessed Value: \$2,077
Acreage: 0.30		General Area: Knappa, off of Stringtown Ln
Zoning: KS-RCR		Special Overlay:
Comments: Easement to the benefit of adjoining neighbor to the east, value only to the adjoining neighbor		



PARCEL #20-6

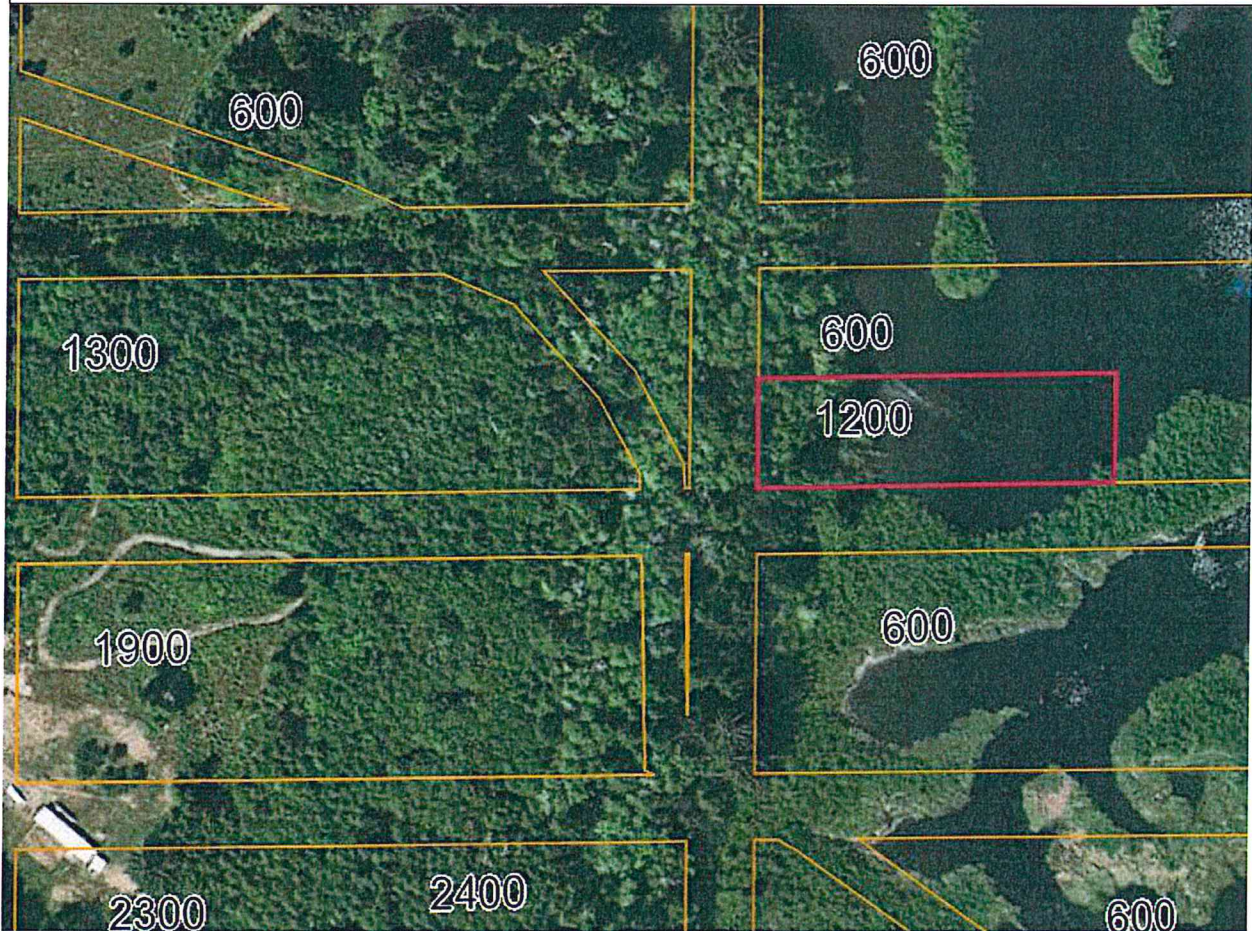
MAP # 80730DB00200	ID # 57506	Minimum Bid: \$300 CASH
Real Market Value: \$396		Assessed Value: \$147
Acreage: 0.03		General Area: off of Hillcrest Loop, Knappa
Zoning: RA-2		Special Overlay:
Comments: Landlocked, value only to adjoining property owner		



PARCEL #20-7

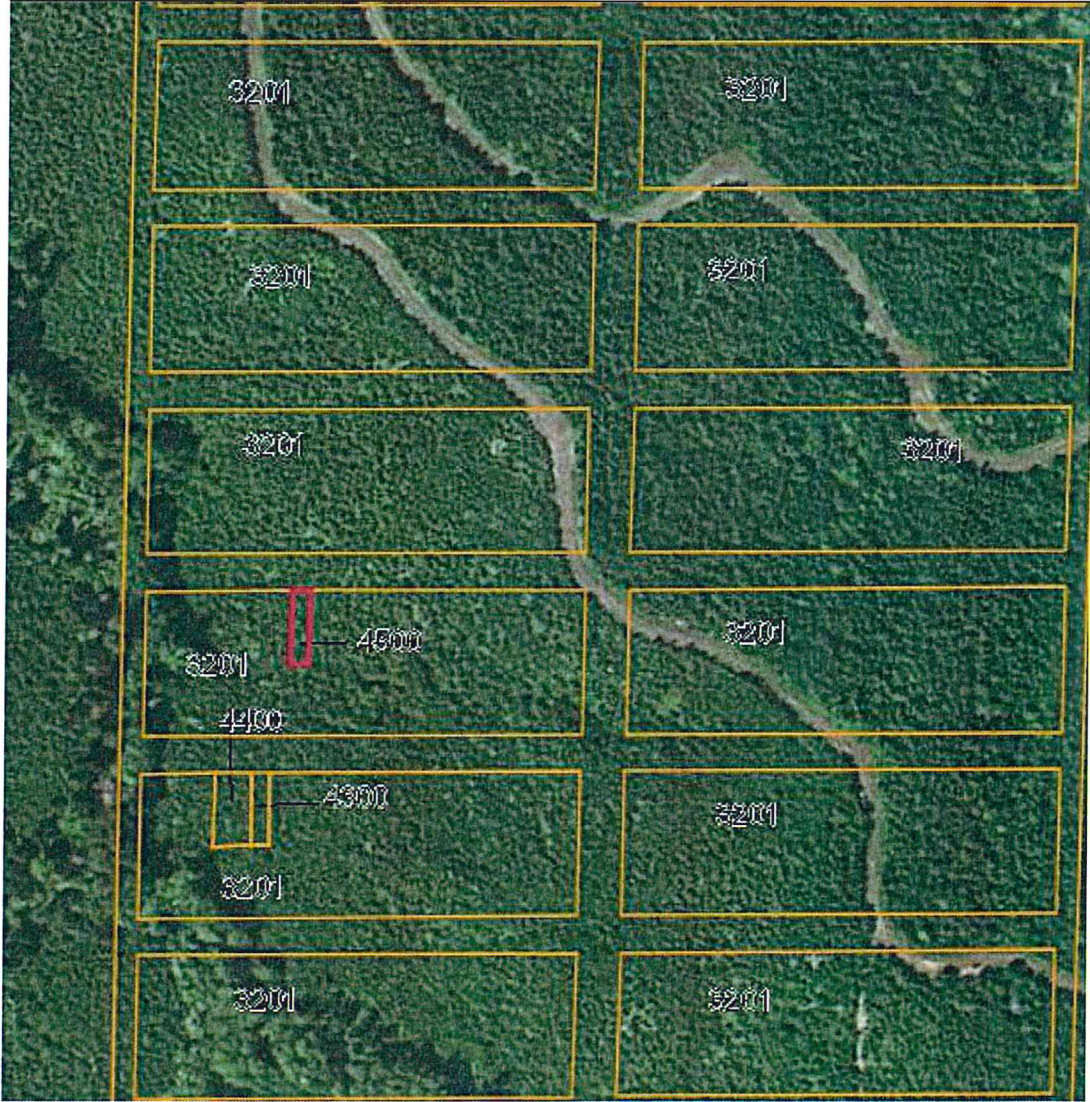
MAP # 808300001200	ID # 21227	Minimum Bid: \$300 CASH
Real Market Value: \$1,309		Assessed Value: \$1,309
Acreage: 0.60		General Area: John Day river
Zoning: RA-5		Special Overlay: Tsunami Evacuation Zone

Comments: Mostly submerged and no improved access



PARCEL #20-8

MAP # 808300004500	ID # 21259	Minimum Bid: \$200 CASH
Real Market Value: \$57		Assessed Value: \$35
Acreage: 0.06		General Area: John Day
Zoning: F-80		Special Overlay:
Comments: Landlocked, no improved access		



PARCEL #20-9

MAP # 80907CD12800	ID # 21797	Minimum Bid: \$200 CASH
Real Market Value: \$1,020		Assessed Value: \$415
Acreage: 0.01		General Area: W Grand Avenue
Zoning: R1		Special Overlay: Geologic Hazard Overlay
Comments: Value only to adjoining property owners		



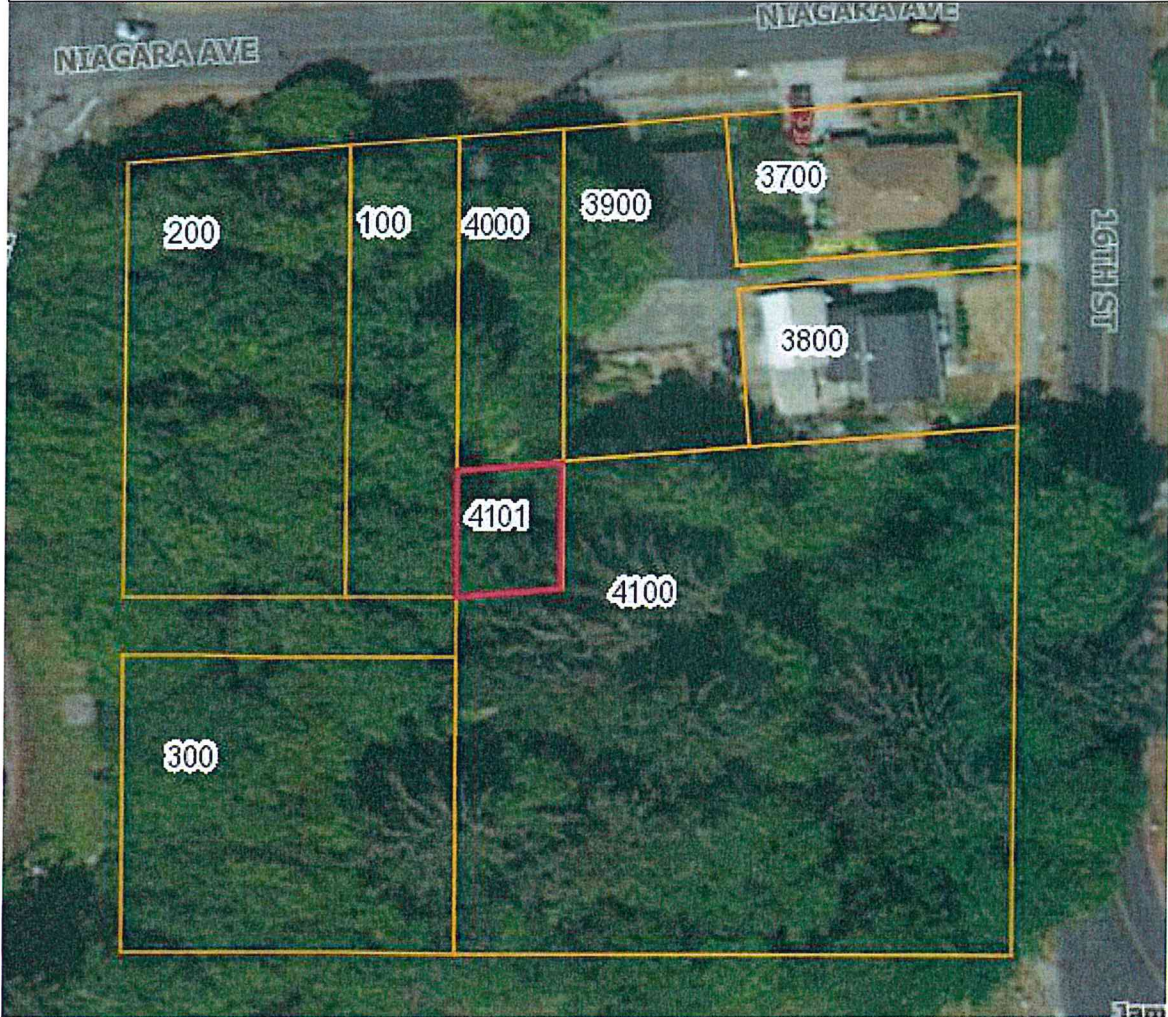
PARCEL #20-10

MAP # 80908DC03100	ID # 23011	Minimum Bid: \$200 CASH
Real Market Value: \$1,000		Assessed Value: \$710
Acreage: 0.02		General Area: Off of 18 th Street
Zoning: R3		Special Overlay: Geo Hazard Overlay
Comments: Value only to adjoining property owner		



PARCEL #20-11

MAP # 80917AB04101	ID # 25001	Minimum Bid: \$300 CASH
Real Market Value: \$2,886		Assessed Value: \$2,886
Acreage: 0.03		General Area: Off of Niagara Avenue
Zoning: R1		Special Overlay: Geo Hazard Overlay
Comments: Landlocked, value only to adjoining property owner		



PARCEL #20-12

MAP # 809200001100	ID #27123	Minimum Bid: \$300 CASH
Real Market Value: \$846		Assessed Value: \$846
Acreage: 0.30		General Area: Off of Stoner Road
Zoning: EFU		Special Overlay:
Comments: Landlocked, no improved access, portion in Nolens Slough, contains wetlands Value only to the adjoining property owner.		



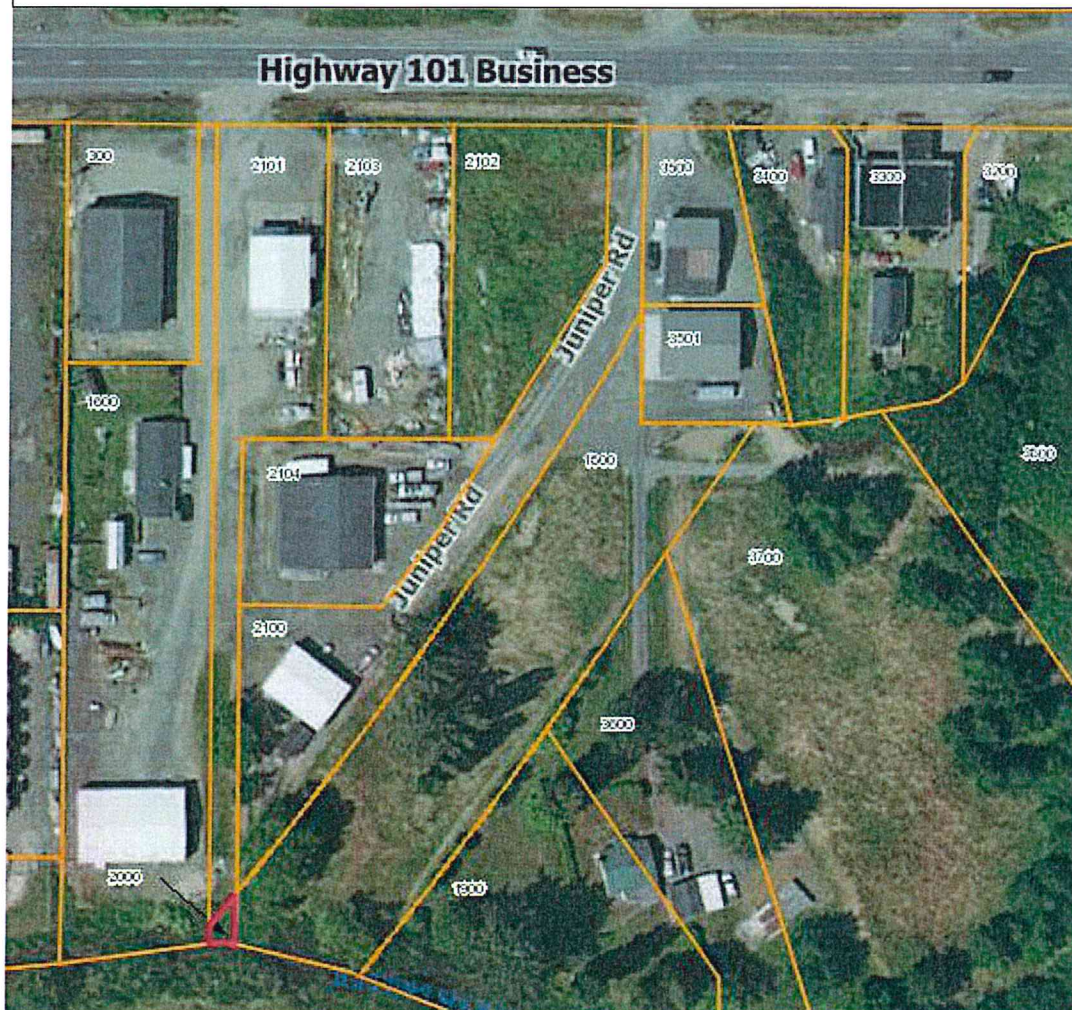
PARCEL #20-13

MAP # 809290002100 and 809320000100	ID # 27672 & 28201	Minimum Bid: \$200 CASH
Real Market Value: \$14,849		Assessed Value: \$14,849
Acreage: 5.33		General Area: Youngs River, near Cook slough
Zoning: AN & AC-2		Special Overlay: Wetlands and Tsunami Evacuation Zone
Comments: Landlocked, value only to adjoining property owners or Diking District		



PARCEL #20-14

MAP # 80930BD02000	ID # 27992	Minimum Bid: \$100 CASH
Real Market Value: \$2,531		Assessed Value: \$180
Acreage: 0.02		General Area: Miles Crossing, portion in Jeffers Slough
Zoning: RCR		Special Overlay: Tsunami Evacuation Zone, Wetlands
Comments: Landlocked, value only to adjoining property owner		



PARCEL #20-15

MAP # 80931BC00300	ID # 28147	Minimum Bid: \$200 CASH
Real Market Value: \$84		Assessed Value: \$84
Acreage: 0.03		General Area: Lewis & Clark
Zoning: RA-1		Special Overlay: Tsunami Evacuation Zone
Comments: Value only to adjoining property owner		



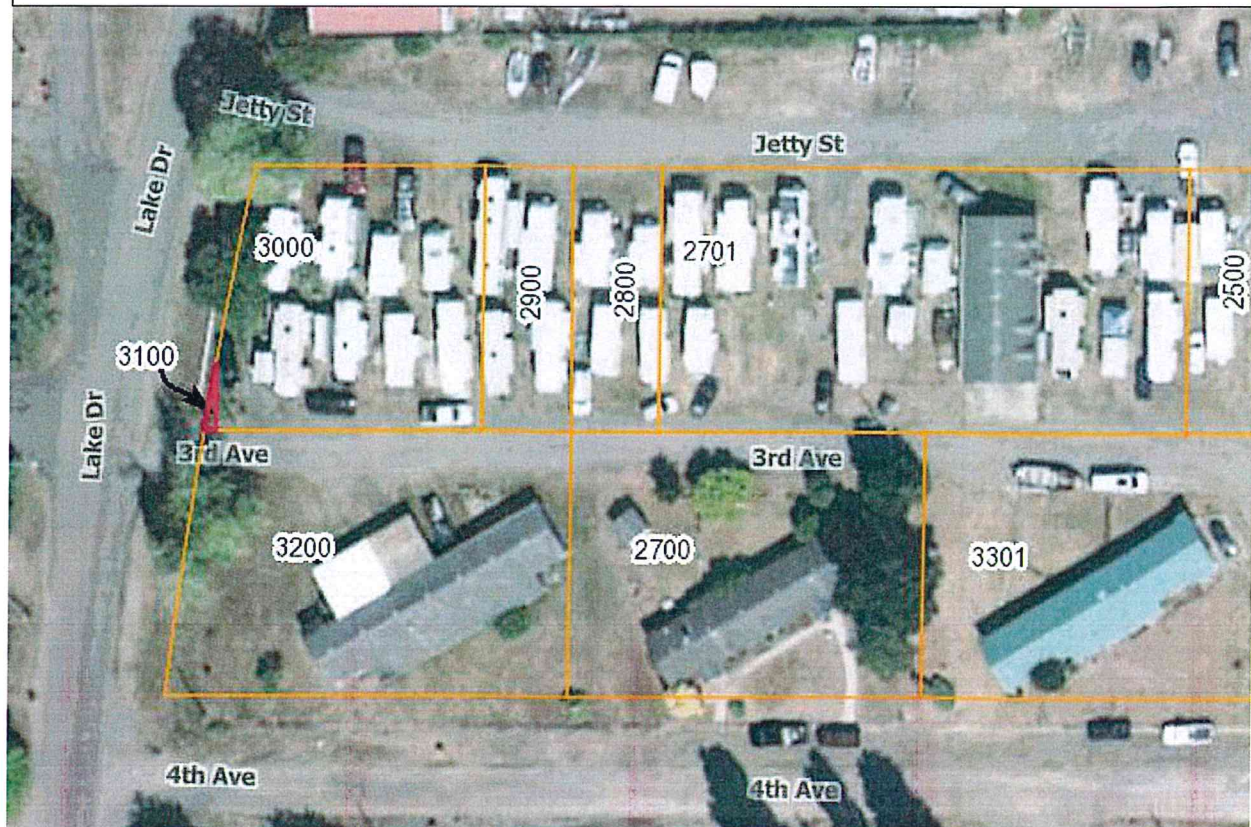
PARCEL #20-16

MAP # 80933D003200	ID # 28389	Minimum Bid: \$200 CASH
Real Market Value: \$3,352		Assessed Value: \$997
Acreage: 0.70		General Area: Off of Hwy 202
Zoning: RA-2		Special Overlay: Tsunami Evacuation Zone and in Wetlands
Comments: Portion in Youngs River		



PARCEL #20-17

MAP # 81005CD03100	ID # 28546	Minimum Bid: \$200 CASH
Real Market Value: \$3,689		Assessed Value: \$252
Acreage: 0.01		General Area: Lake Drive, Hammond
Zoning: RC		Special Overlay:
Comments: Value only to adjoining property owner		



PARCEL #20-18

MAP # 81016DA01600	ID # 29767	Minimum Bid: \$200 CASH
Real Market Value: \$129		Assessed Value: \$115
Acreage: 0.01		General Area: Fort Stevens Road
Zoning: RM		Special Overlay: Tsunami Evacuation Zone
Comments: Value only to adjoining property owner		



PARCEL #20-19

MAP # 907260000100 & 907260000104	ID # 32992 & 32996	Minimum Bid: \$ 1,000.00CASH
Real Market Value: \$9,131 and \$10,095		Assessed Value: \$9,131 & \$10,095
Acreage: 3.73 combined		General Area: Aldrich Point in Brownsmead
Zoning: AN – Aquatic Natural		Special Overlay:
Comments: Tax lot 100 (highlighted in blue) is landlocked, value only to adjacent property owner. Tax lot 104 (highlighted in red) has two floating recreational cabins owned by individuals other than county.		



PARCEL #20-20

MAP # 907260000300	ID # 33000	Minimum Bid: \$200 CASH
Real Market Value: \$5,047		Assessed Value: \$4,973
Acreage: 0.28		General Area: Brownsmead
Zoning: EFU		Special Overlay:
Comments: Landlocked, value only to adjoining property owner		



Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 9, 2020

Issue/ Agenda Title: Intergovernmental Agreement # 159804 Amendment # 16 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 McNickel, Director, Public Health Dept

Issues Before the Commission: Request of Authorization for County Manager to approve Amendment # 16 under Intergovernmental Agreement # 159804 between Oregon Health Authority (OHA) and Clatsop County Department of Public Health for a total of \$ 298,617.45

Informational Summary: Amendment # 16 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 16 is \$ 298,617.45.
 - \$ 39,276.14 are carryover funds from FY19/20 for the Prescription Drug Overdose Program and the Safe Drinking Water Program.
 - \$ 20,872.31 is direct COVID Case & Wraparound service(s) reimbursement.
 - \$ 238,469.00 are new grant funds made available for the Harm Reduction Naloxone Project and the new Family Connects/Universal Home Visiting/Community Lead Organization Project.

Options to Consider:

1. Approve the IGA Contract # 159804 Amendment # 16
2. Do not approve the Intergovernmental Agreement Amendment # 16

Staff Recommendation: Option # 1

Recommended Action:

Approve the OHA/Clatsop County Department of Public Health Intergovernmental Agreement No. 159804 Amendment No. 16, authorizing the County Manager to sign the agreement as set forth.

Attachment List

- A. Copy of Intergovernmental Agreement 159804-16
- B. Attachment A
- C. Resolution and Order
- D. Schedule A

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 # 16)

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 9th day of December 2020.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Chair

OHA IGA 159804 Amendment # 16 Fund Breakdown**Attachment A**

PE01-05	<u>COVID-19 Local Active Monitoring</u>	\$ 20,872.31	* Case WrapAround Reimbursement from 7/1/20 - 7/31/20
PE27-04	<u>PDOP Naloxone Project</u>	\$ 138,469.00	* Additional funding made available for Public Health Harm Reduction Program
PE27-05	<u>PDOP Bridge</u> prescription drug overdose program	\$ 31,734.39	* Carryover from FY19/20
PE50	<u>Safe Drinking Water Program</u>	\$ 7,541.75	* Carryover from FY19/20
PE63	<u>MCAH LPHA Community Lead Org.</u> Family Connects / Universal Home Visiting	\$ 100,000.00	<p>* This is a newly awarded grant; This award is for the period of 10/1/20 - 6/30/2021 only</p> <p>>Funds provided are to plan, implement and sustain community alignment activities central to the Family Connects model that was selected for universal newborn home visiting.</p> <p>>Primary goal is to reduce community rates of child maltreatment</p> <p><u>Goals are as follows:</u></p> <ol style="list-style-type: none">1. To connect with a mother to enhance maternal skills and self-efficacy2. To assess each family's unique strengths and interest in additional supports3. To connect family with community services; healthcare, childcare financial or social support to promote family functioning and child well-being <p><i>Funds provided through this Program Element support the LPHA's efforts towards ensuring community wide participation in the delivery of, and assurance of access to, culturally responsive, high quality and evidence based voluntary newborn nurse home visiting services.</i></p>

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	\$ 20,872.31	
	007/4170/82-2489	\$ 20,872.31	
PDOP-Naloxone Project (PE27-04)	007/4168/81-5218	\$ 138,469.00	
	007/4168/82-2129	\$ 138,469.00	
PDOP (PE27-05)	007/4168/81-5203	\$ 31,734.39	
(prescription drug overdose program)	007/4168/82-2129	\$ 31,734.39	
Safe Drinking Water Program (PE50)	007/4175/81-7283	\$ 7,541.75	
	007/4175/82-2129	\$ 7,541.75	
Universal Home Visiting	007/4133/81-5196	\$ 100,000.00	
(Family Connects)	007/4133/82-2129	\$ 100,000.00	
*MCAH LPHA Community Lead Organization			

Comment: OHA IGA 159804 Amendment 16 is a combination of FY19/20 carryover funds made available for FY20/21 and unanticipated grant funds. Of the \$ 298,617.45 in Amendment 16, we are requesting \$ 277,745.14 of the expense appropriation to be placed in Unapportioned Projects for its related Org unit as expense will be mostly, if not all, Personnel Service related. 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



**SIXTEENTH 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 or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Sixteenth 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:

<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>PE 63 MCAH LPHA</u> Community Lead Organizations	GF	N//A	N/A	Y	N

3. Exhibit B Program Element #63 “Maternal and Child Health LPHA Family Connects Oregon Community Lead” is hereby added by Attachment A attached hereto and incorporated herein by this reference.

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

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: 159804-16, hereinafter referred to as "Document."

I, <u>Don Bohn</u>	<u>County Manager</u>
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 Department of Public Health by email.

Contractor's name

On 11/4/2020,
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(s)**

Program Element # 63 Maternal and Child Health LPHA Family Connects Oregon Community Lead

OHA Program Responsible for Program Element: Public Health Division/Center for Prevention and Health Promotion, Maternal and Child Health/Family Connects Oregon

1. **Description.** Funds provided under this Agreement for the Community Lead may only be used in accordance with, and subject to, the requirements and limitations set forth below to plan, implement and sustain community alignment activities central to the Family Connects model that was selected for universal newborn nurse home visiting.

The Family Connects model was developed within the context of the Durham Family Initiative, funded by the Duke Endowment in 2002, with the primary goal of reducing community rates of child maltreatment. The program centers on a theory-driven and evidence-based assessment of child and family strengths and needs, provided in an informal and family-friendly manner. As a community-based program, Family Connects supports new parents in caring for their newborn(s), offers physical assessments of the mother and the baby, answers questions about caring for the newborn(s), and connects families with community resources based on their interest. In addition, through this connection to resources, Family Connects helps to identify gaps in critical community-wide resources with the goal of working toward increasing needed services locally.

Family Connects is a systems level transformation that uses an evidence-based, newborn nurse home visiting program to provide services to families and children, assist in aligning resources that support families with newborns, and maximize population reach through its universal implementation within a community. The goals of Family Connects are:

1. To connect with a mother to enhance maternal skills and self-efficacy
2. To assess each family's unique strengths and interest in additional supports
3. To connect the family with community services (i.e. health care, childcare, financial or social support) to promote family functioning and child well-being

Funds provided through this Program Element support LPHA's efforts toward ensuring community-wide participation in the delivery of, and assurance of access to, culturally responsive, high-quality, and evidence-based voluntary newborn nurse home visiting services.

All changes to this Program Element are effective the first day of the month noted in Issue Date of Exhibit C Financial Assistance Award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to MCH LPHA**

Community Lead: A LPHA that is designated by the Oregon Health Authority to serve as the coordinating entity for the newborn nurse home visiting program in a specified community.

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):

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 = Other applicable foundational programs</i>						<i>X = Foundational capabilities that align with each component</i>						
Develop strategic partnerships with shared accountability driving collective impact to support public health goals related to all families with newborns		*		*		X	X	X		X	X	
Identify barriers to access and gaps in services to all families with newborns		X		*			X	X	X	X	X	
Develop and implement strategic plans to address these gaps and barriers to access to all families with newborns		X		*			X	X	X	X	X	
Ensure community access to home visiting services for all families with newborns		X		*		X	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, Health Outcome Measure:**

N/A

- c. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric, Local Public Health Process Measure:**

N/A

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 activities in accordance with the following community alignment requirements:

a. **Community Lead must:**

- (1) Oversee the development and implementation of a Community Alignment plan for their community.
- (2) Coordinate with all certified providers in its identified community so that all families with newborns are contacted no later than two weeks after birth of the newborn to engage families and offer services.
- (3) Develop and implement strategies in collaboration with OHA to supplement funding to support the Family Connects Oregon program in their community.
- (4) Collaborate with all home visiting providers to integrate newborn nurse home visiting services within the existing services for families in the identified community so that a coordinated system of support is in place.
- (5) Maintain a written plan describing how the Community Lead will comply with i-iv above.
- (6) Maintain and consider input from an advisory board that:
 - (a) Includes stakeholders from the identified community with representation from the following where applicable: parents, medical providers, hospitals, social service providers serving families, WIC, child protective services, Early Learning Hubs, tribal leadership, LPHA, Coordinated Care Organizations, insurers that offer health benefit plans, newborn nurse home visiting services providers and other home visiting providers.
 - (b) Meets at least quarterly and distributes meeting minutes to board members and certified providers in the identified community.
- (7) Assure local community resources are compiled in a web-based format or printed directory and updated at least quarterly for use by certified providers.
- (8) Engage in quality assurance activities that include:
 - (a) A monthly review of data including key performance indicators such as scheduling rate, comprehensive newborn nurse home visit completion rate, follow-up rate, demographic profile of families receiving services, community connections and referrals in the identified community.
 - (b) A monthly review of feedback from service recipients using standardized methodology.
 - (c) Monitoring program reach in the identified community measured by the ratio of number of completed comprehensive newborn nurse home visits to total births in the identified community taking into consideration the number of births served by other home visiting providers.

- (9) Provide OHA access to data for program monitoring and evaluation in a manner and format designated by OHA.
 - (10) Work with OHA to engage continuous quality improvement.
 - (11) Submit the following de-identified data electronically to OHA in a manner and formation designated by OHA on a quarterly basis:
 - (a) The number of infants born during the previous quarter who reside in the identified community
 - (b) For each certified provider in the identified community:
 - (i) The scheduling rate
 - (ii) Comprehensive newborn nurse home visit completion rate
 - (iii) Follow-up rate
 - (iv) Demographic profile of families receiving newborn nurse home visiting services
 - (v) Community connections and referrals
 - (vi) Feedback from families and referral partner feedback;
 - (vii) Other data identified by OHA.
 - (12) Collaborate and coordinate with Tribes designated as Community Leads operating in the same geographic area.
- b. Community Lead Training Requirements: Community Leads must
- (1) Ensure Community Lead staff members working with the newborn nurse home visiting program receive an orientation within six weeks of beginning work in the program that includes but is not limited to:
 - (a) Overview of the home visiting model implemented by the Community Lead.
 - (b) Training in early childhood systems coordination that includes stakeholder engagement, working with community advisory boards, identification of community resources, and using data.
 - (c) Training in adverse childhood experiences and resilience.
 - (2) Ensure staff working with the program receive within six weeks of beginning work in the program and annually, training in the following:
 - (a) Cultural and linguistic responsiveness
 - (b) Implicit bias; and
 - (c) Other training specified by OHA.
- c. Community Leads must submit an annual local program plan and local program budget to OHA for approval.
- d. Community Leads must use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.

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

6. **Reporting Requirements.**

Community Leads must provide progress reports as included in the OHA local program plan

7. **Performance Measures.**

Community Leads must operate the **Family Connects Oregon Community Lead work** in a manner designed to make progress toward achieving the following Public Health Accountability Metric, Local Public Health Process Measure: N/A

Attachment 1: Local Program Budget Template

Local Program Budget Template

OREGON HEALTH AUTHORITY

Family Connects Oregon

EMAIL TO:

Oregon.UOHV@dhsosha.state.or.us

Sub-Recipient Organization Name: _____

Budget Period From: _____ To: _____

BUDGET			
Categories	OHA/PHD	Non-OHA/PHD	Total Budget
Salaries			\$ -
Benefits			\$ -
Personal Services (Salaries and Benefits)	\$ -	\$ -	\$ -
Professional Services/Contracts			\$ -
Travel & Training			\$ -
General Supplies			\$ -
Interpretation			\$ -
Translation			\$ -
Outreach/advertising materials			\$ -
Child care			\$ -
Catering/food			\$ -
Incentives			\$ -
Other			\$ -
Services and Supplies (Total)	\$ -	\$ -	\$ -
Capital Outlay			\$ -
Indirect Rate (_____ %)			\$ -
TOTAL BUDGET	\$ -	\$ -	\$ -
<div style="text-align: center;"> _____ PREPARED BY (print name) </div>			
<div style="text-align: center;"> _____ Email </div>		<div style="text-align: center;"> _____ PHONE </div>	

Attachment B
Financial Assistance Award (FY20)

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 4	
1) Grantee Name: Clatsop County Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip Code: 97103		2) Issue Date October 09, 2020	This Action AMENDMENT FY 2020	
		3) Award Period From July 1, 2019 Through June 30, 2020		
4) OHA Public Health Funds Approved				
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	0	0	0	
PE01-06 COVID-19 Regional Active Monitoring	0	0	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)	9,931	0	9,931	
PE27-06 PDOP Planning	41,667	-32,093	9,574	
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	

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 4
1) Grantee Name: Clatsop County Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip Code: 97103	2) Issue Date October 09, 2020	This Action AMENDMENT FY 2020	
		3) Award Period From July 1, 2019 Through June 30, 2020	
4) OHA Public Health Funds Approved			
Program	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	-7,541	3,656
PE51 Public Health Modernization Implementation	12,500	0	12,500
PE51-01 LPHA Leadership, Governance and Program Implementation	17,516	0	17,516
PE51-02 Regional Partnership Implementation	120,930	0	120,930
	977,989	-39,634	938,355
5) Foot Notes:			
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 FY20 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
1) Grantee Name: Clatsop County Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip Code: 97103		2) Issue Date October 09, 2020	This Action AMENDMENT FY 2020	
		3) Award Period From July 1, 2019 Through June 30, 2020		
4) OHA Public Health Funds Approved				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
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.			
PE40-02 1	SFY2020 Q4 reconciliation			
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			
6) Comments:				
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
1) Grantee Name: Clatsop County Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip Code: 97103	2) Issue Date October 09, 2020	This Action AMENDMENT FY 2020	
		3) Award Period From July 1, 2019 Through June 30, 2020	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
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 PE27-06 10/2020: Deobligate \$32,092.66 of unspent funds based on Q4 R/E report. 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 PE40-02 SFY2020 Q4 reconciliation 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 PE50 10/2020: SFY20 deobligation of \$7,541.35 in unspent funds. 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			
7) Capital outlay Requested in this Action: 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 B
Financial Assistance Award (FY21)

Page 1 of 6

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clatsop County Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip: 97103-4609		2) Issue Date Thursday, October 1, 2020	This Action Existing Award FY 2021	
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
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	\$272,063.06	\$20,872.31	\$292,935.37
PE01-06	COVID-19 Regional Active Monitoring	\$94,657.00	\$0.00	\$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	\$138,469.00	\$203,469.00
PE27-05	PDOP Bridge (PDO/SOR)	\$30,000.00	\$31,734.39	\$61,734.39
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				
1) Grantee		2) Issue Date	This Action	
Name: Clatsop County		Thursday, October 1, 2020	Existing Award	
Street: 820 Exchange, Suite 100			FY 2021	
City: Astoria		3) Award Period		
State: OR Zip: 97103-4609		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	\$13,213.00	\$0.00	\$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	\$7,541.75	\$20,977.75
PE51-01	LPHA Leadership, Governance and Program Implementation	\$78,083.59	\$0.00	\$78,083.59
PE51-02	Regional Partnership Implementation	\$255,706.70	\$0.00	\$255,706.70
PE62	Overdose Prevention-Counties	\$80,000.00	\$0.00	\$80,000.00
PE63	MCAH LPHA Community Lead Organizations	\$0.00	\$100,000.00	\$100,000.00
		\$1,526,254.35	\$298,617.45	\$1,824,871.80

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				
1) Grantee Name: Clatsop County Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip: 97103-4609		2) Issue Date Thursday, October 1, 2020		This Action Existing Award
				FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-11	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.			
6) Comments:				
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				
1) Grantee Name: Clatsop County Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip: 97103-4609		2) Issue Date Thursday, October 1, 2020		This Action Existing Award
		3) Award Period From July 1, 2020 through June 30, 2021		FY 2021
4) OHA Public Health Funds Approved				
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; 10/2020: Case Investigation FFS through 8/31/20 \$20,530.44 and Wrap/Isolation FFS \$341.87			
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. 10/2020: Additional funds of \$138,469 from SOR2, available 10/1/20-6/30/21.			
PE27-05	Initial SFY21: \$30,000 in FY21 available 7/1/2020 - 9/29/2020. 10/2020: Initial award of \$30,000 and SFY20 carryover of \$31,734.39, available 7/1/20-6/30/21. All prior comments are null and void.			
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				
1) Grantee Name: Clatsop County Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip: 97103-4609		2) Issue Date Thursday, October 1, 2020		This Action Existing Award
				FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
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				
1) Grantee Name: Clatsop County Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip: 97103-4609		2) Issue Date Thursday, October 1, 2020	This Action Existing Award FY 2021	
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE50	10/2020: Rollover of \$7,541.35 in unspent funds from SFY20 to SFY21. Must be spent by 6/30/21.			
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			
PE63	10/2020: Award is for the period of 10/01/2020 to 6/30/2021 only.			

7) Capital outlay Requested in this action:

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 C
Information required by CFR Subtitle B with guidance at 2 CFR Part 200
Fiscal Year 20

PE27-06: PDOP Planning**Funding Information Table**

Federal Award Identification Number (FAIN):	6 NU17CE925018-01-01
Federal Award Date:	11/13/2019
Performance Period:	09/01/2019-08/31/2020
Federal Awarding Agency:	CDC
CFDA Number:	93.136
CFDA Name:	Injury Prevention and Control Research and State and Community Based Programs
Total Federal Award:	\$3,034,987
Project Description:	Oregon Overdose Data To Action (OD2A)
Awarding Official:	Barbara (Rene) Benyard
Indirect Cost Rate:	14.90%
Research and Development (Y/N):	No

PCA: 52852

INDEX: 50339

Agency/Contractor	DUNS	Amount
Clatsop	118455844	\$9,574

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

Fiscal Year 21

PE01-05 COVID-19 Local Active Monitoring

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

Agency	DUNS No.	Amount	Amount	Amount	Amount	Amount	Amount	Grand Total
Clatsop	118455844	\$290,622.68	\$2,312.69					\$292,935.37

PE27-04 PDOP Naloxone Project (SOR)

Federal Award Identification Number:	H79TI081716	H79TI083316
Federal Award Date:	9/21/20	8/27/20
Performance Period:	09/30/2019-09/29/2021	09/30/2020 – 09/29/2021
Awarding Agency:	SAMHSA	SAMHSA
CDFA Number:	93.788	93.788
CFDFA Name:	Opioid STR	Opioid STR
Total Federal Award:	\$7,872,110	\$15,301,349
Project Description:	Oregon State Opioid	Oregon SOR 2020 Grant
Awarding Official:	LeSchell D Browne	LeSchell D Browne
Indirect Cost Rate:	N/A	N/A
Research and Development (T/F):	FALSE	FALSE
PCA:	82367	TBD
Index:	87850	TBD

Agency	DUNS No.	Amount	Amount	Grand Total
Clatsop	118455844	\$65,000.00	\$138,469.00	\$203,469.00

PE27-05 PDOP Bridge (PDO/SOR)

Federal Award Identification Number:	H79TI081716
Federal Award Date:	9/21/20
Performance Period:	09/30/2019-09/29/2021
Awarding Agency:	SAMHSA
CDFA Number:	93.788
CFDFA Name:	Opioid STR
Total Federal Award:	\$7,742,769
Project Description:	Oregon State Opioid
Awarding Official:	LeSchell D Browne
Indirect Cost Rate:	N/A
Research and Development (T/F):	FALSE
PCA:	82367
Index:	87850

Agency	DUNS No.	Amount	Grand Total
Clatsop	118455844	\$61,734.39	\$61,734.39

PE63 MCAH LPHA Community Lead Organizations

Federal Award Identification Number:	
Federal Award Date:	
Performance Period:	
Awarding Agency:	
CDFA Number:	
CFDFA Name:	
Total Federal Award:	
Project Description:	
Awarding Official:	
Indirect Cost Rate:	
Research and Development (T/F):	FALSE
PCA:	52849
Index:	50336

Agency	DUNS No.	Amount	Grand Total
Clatsop	118455844	\$100,000.00	\$100,000.00

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 9, 2020

Issue/ Agenda Title: Contract with ERS for Police Vehicle Upfit

Category: Consent Calendar

Prepared By: Paul Williams, Undersheriff

Presented By: Matthew D Phillips, Sheriff

Issues Before the Commission: Should Clatsop County contract with ERS Emergency Responder Services, Inc. to supply and install specialty equipment for new patrol vehicle builds. Contract also provides limited funds for warranty work, maintenance and repair of installed equipment.

Informational Summary: The Sheriff's Office sought quotes from three (3) vendors to upfit three (3) patrol vehicles and two (2) administrative vehicles for fiscal year 2020/21. The statement of work requires the vendor purchase all specialty equipment, install the equipment and perform any requested repairs during warranty term. The Sheriff's Office received quotes from ERS, Lehr and Wireworks. The submittals were evaluated based on price, history of performance, quality of workmanship and responsiveness. ERS was the low and most responsive bid

Fiscal Impact: Sufficient funds are appropriated in the 2020/21 fiscal year to execute the proposed contract.

Options to Consider:

1. Approve contract with ERS Emergency Responder Services, Inc
2. Re-evaluate the submittals and chose a different vendor

Staff Recommendation: Option # 1

Recommended Motion:

Approve Contract C7457 with ERS Emergency Responder Services, Inc. in the amount to not exceed \$65,000 and authorize the County Manager to execute.

Attachment List

- A. Contract C7457
- B. Insurance Certificate



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

Contract No. 67457

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County ("County") and Emergency Responder Services (ERS) Inc. ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$65,000 to be paid to Contractor by County, Contractor agrees to perform between date of execution and June 30, 2022, inclusive, the following specific personal and/or professional services:

Outfit all new Sheriff's Office vehicles in fiscal year 2020/21 to include one (1) Patrol Durango, two (2) Patrol Chevrolet 2500 trucks, two (2) Ram 1500 Administrative trucks as detailed in the attached quotes. The County reserves the right to supply previously used equipment such as radars, radios and repeaters. Hourly rate shall not exceed \$80/hour. Contractor will provide warranty and repair services for the term of the warranty, whether that is ERS warranty or manufacturer warranty. Installation schedule will be determined by mutual consent and in no case will exceed sixty (60) days from delivery of vehicle(s) to ERS. Any travel by contractor requires advance consent by County. Contractor will coordinate installation of communication equipment (radio, repeater, mobile router) with Communications Northwest. Attached quote and warranty (Attachment A) is incorporated in this agreement.

Vehicle outfit costs shall not exceed \$54,300 to be completed no later than June 30, 2021. \$10,700 is reserved for maintenance and repair work on vehicles and systems ERS has previously installed.

Payment Terms: *Payment will be made within 30 days of approved invoice.*

1. **COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
2. **WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
3. **GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

4. **COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:


- a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
- b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
- c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

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

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

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

8. **INSURANCE.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$700,000 for property damage and minimum of \$800,000 per person for bodily injury and no less than \$1,600,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

_____ (approved by County Counsel) _____ (Contractor's Initials) 

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

10. **NONDISCRIMINATION.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.

11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated under the following

conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
 - b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
 - c. Immediately on breach of the contract.
12. **SUBCONTRACTING/NONASSIGNMENT.** No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.
13. **SURVIVAL.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
14. **FUNDING.** In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.
15. **STANDARD OF SERVICES AND WARRANTY.** Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.
16. **COUNTY PRIORITIES.** Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.
17. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.
18. **TAX COMPLIANCE CERTIFICATION.** Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor's fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.

This Agreement will not be effective until approved by the authorized signatory for County.

FOR COUNTY:

Signature

Date

Title

FOR CONTRACTOR:

Signature

Date

Title

Address

City

State

Zip

REGIONAL SALES MANAGER

1201 6TH ST. NORTH

Hampa

ID

83687



Emergency Responder Services, Inc.™

**3101 NE Argyle St
Portland, OR 97211
Office 208-409-6192**

**1204 6th St N
Nampa, ID 83687
208-362-1741
208-562-1318**

09-04-2020

Clatsop County Sheriff's Office
355 Seventh St
Astoria, OR 97103

Subject: Patrol Vehicle Upfit

LT. Matt Armstrong

It is ERS's Pleasure to submit our quote for police Vehicle Upfitting-the following for your review:

Do you have field personnel that would travel to our location for repairs?
YES

If so what is their hourly rate? Is travel time billed at a different rate?
Hourly Rate \$80.00/hr---Travel Time Rate \$80.00

What is your response time for field repairs?
Give us a call we will respond to the call immediately-at that time we make a plan based on what the issue is-usually we may respond in a 24 hr period.

If the repair is not conducive to field repair do you pick vehicles up and transport to your shop or is the Sheriff's Office responsible to deliver the vehicles to your shop? **YES**

Upon completion of initial installation do you deliver vehicle or is the Sheriff's Office responsible for picking the vehicle up at your shop? **YES**

From time of delivery to your shop what is the standard build time? 1-2 Weeks



ERS
Emergency Responder Services, Inc
1204 6th St North
Nampa, Idaho 83687

Invoice

Date	Invoice #
10/6/2020	20-113 OR

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Bill To:

CLATSOP COUNTY SHERIFF'S OFFICE
PO BOX 658
ASTORIA, OR 97103

Terms	Project
Net 30	
Customer Reference #	Due Date
	11/5/2020

Item	Qty	Description	Rate	Amount
		2020/2021 DODGE DURANGO, PPV (PATROL) VEHICLE #1		
BK2019DUR11	1	FRONT OF VEHICLE SETINA PB450L4 PUSH BUMPER WITH (2) FORWARD FACING WHELEN LIGHTS AND (2) SIDE FACING WHELEN LIGHTS. FOR THE DODGE DURANGO 2011+	789.00	789.00
FK0400DUR11	1	SETINA PB5 FENDER WRAPS. 2018+ DODGE DURANGO	375.00	375.00
HWLUNI	1	WHELEN HOWLER LOW FREQUENCY TONE SIREN. SIREN AMPLIFIER AND ONE SPEAKER. INCLUDES UNIVERSAL MOUNTING BRACKETS	390.00	390.00
RB-DUR19	1	BRACKET FOR 2019-2020 DODGE DURANGO	39.00	39.00
SA315P	1	WHELEN SIREN SPEAKER, 100W, NYLON COMPOSITE	149.00	149.00
SAK54	1	WHELEN SIREN SPEAKER MOUNTING BRACKET. 2013+ DODGE DURANGO	39.00	39.00
ERSCB1	1	ERS 150AMP RESETTABLE BREAKER	55.00	55.00
SHIPPING	1	SHIPPING AND HANDLING	90.00	90.00
LABOR	11	LABOR/INSTALLATION	80.00	880.00
		REAR OF VEHICLE		
DLL-41-RB	2	ERS WARNING LIGHT. SINGLE HEAD, SPLIT COLOR, INCLUDES MOUNTING LEGS. RED/BLUE	89.00	178.00
SAP002RB	2	ERS ULTRA THIN WARNING LIGHT, 6-LED, SPLIT COLOR. RED/BLUE	70.00	140.00
SHIPPING	1	SHIPPING AND HANDLING	5.00	5.00
LABOR	6	LABOR/INSTALLATION	80.00	480.00
		SIDE OF VEHICLE		
GRAPHICS	1	GRAPHICS AND INSTALL	825.00	825.00
		ROOF OF VEHICLE		

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Total	
Payments/Credits	
Balance Due	



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10/6/2020	20-113 OR

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PO BOX 658
ASTORIA, OR 97103

Terms	Project
Net 30	
Customer Reference #	Due Date
	11/5/2020

Item	Qty	Description	Rate	Amount
CENATOR 48 D...	1	WHELEN CENATOR LED DUO COLOR LIGHTBAR, 48". INCLUDES SUPER TAKEDOWN AND DIRECTIONAL STICK. INCLUDES HOOK KIT	1,399.00	1,399.00
436486	1	LARSEN NMOKHFUD VEHICLE ROOF MOUNT ANTENNA 0-6000 MHz, 3/4" MOUNT, NO CONNECTOR	23.00	23.00
27453	1	MAXRAD 132-512 MHz, 200W, QUARTER WAVE ANTENNA W/ SPRING	39.00	39.00
KCOMM1	1	3/4" STAINLESS FENDER MOUNT FOR BASE LOAD ANTENNA	12.00	12.00
CP-1011-1-PAN	1	PANORAMA ANTENNA, LOW PROFILE DOME, 5 IN 1 ANTENNA MIMO 2G/3G/4G LTE, MIMO 2.4/GHZ WI-FI, GPS/GNSS, 5M/16 COMPATIBLE	290.00	290.00
MA3-0900600-N...	1	3-YR NETCLOUD ESSENTIALS FOR MOBILE ROUTERS (PRIME) WITH SUPPORT AND IBR900 ROUTER W/ WIFI (600MBPS MODEM)	899.00	899.00
SHIPPING	1	SHIPPING AND HANDLING	30.00	30.00
LABOR	7	LABOR/INSTALLATION	80.00	560.00
NX-5700K	1	OFFICER AREA OF VEHICLE KENWOOD RADIO, VHF (136-174 MHz) 50 WATT NXDN	872.67	872.67
KAP-2	1	HORN ALERT / P.A. RELAY OPTION	69.00	69.00
KES-5A	1	KENWOOD EXTERNAL SPEAKER, 40W MAX	65.00	65.00
SVR-200VBN	1	VEHICLE REPEATER 150-174 MHz. 15 KHz (DEPARTMENT SUPPLIED)	0.00	0.00
BRF-1601	1	PYRAMID-BRF-1601 SINGLE CAVITY VHF NOTCH FILTER. FREQ RANGE: 150-174 MHz. (DEPARTMENT SUPPLIED)	0.00	0.00
BPF-1604	1	PYRAMID-BPF-1604 4 CAVITY VHF PRESELECTOR. FREQ RANGE 150-174 MHz (DEPARTMENT SUPPLIED)	0.00	0.00
7502-10-1045	1	5000 SERIES INTERFACE CABLE (DEPARTMENT SUPPLIED)	0.00	0.00

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Total	
Payments/Credits	
Balance Due	



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Terms	Project
Net 30	
Customer Reference #	Due Date
	11/5/2020

Item	Qty	Description	Rate	Amount
295SLSA6	1	WHELEN 295SLSA6 SINGLE UNIT SIREN/LIGHT CONTROLLER W/ 9-SWITCH LIGHT CONTROL. PARK KILL & TIMED OUT RELAY W/ 17 SCAN-LOCK SIREN TONES	399.00	399.00
901-0157A	1	D & R ELECTRONICS CENTER CONSOLE. INCLUDES FACE PLATES. 2018+ DODGE DURANGO	340.00	340.00
904-0135A	1	D & R ELECTRONICS CONSOLE MOUNT ARMREST, DRIVER SIDE	70.00	70.00
CA-0103S	1	D & R ELECTRONICS TRIPLE OUTLET CONSOLE MOUNT (SMALL) 1.5 INCH FACE PLATE	30.00	30.00
ERS-MICBUDDY	1	ERS MIC BUDDY. INCLUDES (2) 2.1A USB PORTS AND MOUNTING LOCATION FOR MAGNETIC MIC CLIP OR STANDARD MIC CLIP (NOT INCLUDED). MOUNTS TO SIDE OF CONSOLE.	39.95	39.95
MMSU-11	1	INNOVATIVE PRODUCTS MAGNETIC MIC CLIP	35.00	35.00
AUMH3	1	HEAVY DUTY MIC CLIP	12.00	12.00
75456	1	STREAMLIGHT STINGER DS LED HL FLASHLIGHT W/ USB CHARGER	175.00	175.00
ERS-DOME	1	ERS LED DOME LIGHT. RED/WHITE	55.00	55.00
MISC	1	EAGLE EYE IN-CAR VIDEO SYSTEM	399.00	399.00
STALKER RADAR	1	STALKER RADAR W/ DUAL ANTENNA'S (SL) (DEPARTMENT SUPPLIED)	0.00	0.00
GK10342UHKSV...	1	SETINA DUAL WEAPON MOUNT SYSTEM W/ (2) UNIVERSAL XL LOCKS, HANDCUFF KEY OVERRIDE	375.00	375.00
SHIPPING	1	SHIPPING AND HANDLING	100.00	100.00
LABOR	15	LABOR/INSTALLATION	80.00	1,200.00
PK1125DUR11	1	PRISONER AREA OF VEHICLE SETINA 10XL PRISONER PARTITION W/ POLYCARBONATE SLIDER WINDOW AND CHICAGO WINDOW BARRIER. INCLUDES RECESSED PANEL AND LOWER EXTENSIONS. 2011+ DODGE DURANGO	699.00	699.00
WK0595DUR11	1	SETINA WINDOW BARRIER, POLYCARBONATE. 2011+ DODGE DURANGO	212.00	212.00

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Total	
Payments/Credits	
Balance Due	



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PO BOX 658
ASTORIA, OR 97103

Terms	Project
Net 30	
Customer Reference #	Due Date
	11/5/2020

Item	Qty	Description	Rate	Amount
DK0100DUR11	1	SETINA TPO DOOR PANELS, BLACK PLASTIC. INSTALLS OVER OEM PANELS. 2011+ DODGE DURANGO	212.00	212.00
QK0566DUR11	1	SETINA TPO PRISONER SEAT W/ OUTSIDE BUCKLE SYSTEM. 12VS PRISONER PARTITION W/ POLYCARBONATE WINDOW. 2011+ DODGE DURANGO	975.00	975.00
ERS-DOME	1	ERS LED DOME LIGHT. RED/WHITE (PRISONER LIGHT)	55.00	55.00
SHIPPING	1	SHIPPING AND HANDLING	100.00	100.00
LABOR	8	LABOR/INSTALLATION	80.00	640.00
PDU8S	1	REAR STORAGE AREA OF VEHICLE D & R PDU-8S POWER DISTRIBUTION PANEL W/ TIMER AND 26 OUTPUTS	299.00	299.00
PRG WIRE KIT	1	PRG WIRE KIT	125.00	125.00
MISC	1	ABS COVER PLATE	30.00	30.00
MISC PARTS & ...	1	MISC PARTS & MATERIALS	100.00	100.00
SHIPPING	1	SHIPPING AND HANDLING	25.00	25.00
LABOR	5	LABOR/INSTALLATION	80.00	400.00
LABOR	2.5	LABOR/INSTALLATION--TUNING REPEATER	150.00	375.00

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Total	\$16,169.62
Payments/Credits	\$0.00
Balance Due	\$16,169.62



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1204 6th St North
Nampa, Idaho 83687

Invoice

Date	Invoice #
10/6/2020	20-112 OR

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ASTORIA, OR 97103

Terms	Project
Net 30	
Customer Reference #	Due Date
	11/5/2020

Item	Qty	Description	Rate	Amount
BK2019CHT1525...	1	2021 CHEVROLET SILVERADO 2500 (PATROL) VEHICLE #1		
		FRONT OF VEHICLE		
		SETINA PB450L4 PUSH BUMPER WITH (2) FORWARD FACING WHELEN LIGHTS AND (2) SIDE FACING WHELEN LIGHTS. FOR THE CHEVROLET SILVERADO 2500-3500	789.00	789.00
HWLUNI	1	WHELEN HOWLER LOW FREQUENCY TONE SIREN. SIREN AMPLIFIER AND ONE SPEAKER. INCLUDES UNIVERSAL MOUNTING BRACKETS	390.00	390.00
SA315P	1	WHELEN SIREN SPEAKER, 100W, NYLON COMPOSITE	149.00	149.00
SAK50	1	WHELEN SIREN SPEAKER MOUNTING BRACKET - CHEVY SILVERADO 2500HD DRIVER SIDE	39.00	39.00
218036-0002	1	UNITY LED SPOTLIGHT, 6". BLACK HOUSING	299.00	299.00
8938	1	UNITY MOUNTING KIT, LH	55.00	55.00
ERSCB1	1	ERS 150AMP RESETTABLE BREAKER	55.00	55.00
SHIPPING	1	SHIPPING AND HANDLING	80.00	80.00
LABOR	11	LABOR/INSTALLATION	80.00	880.00
		REAR OF VEHICLE		
H-2209RW	1	FENIEX CANNON LED HIDE-A-WAY, 12-LEDS, DUAL COLOR, RED/WHITE (REVERSE LIGHT)	99.00	99.00
H-2209BW	1	FENIEX CANNON LED HIDE-A-WAY, 12-LEDS, DUAL COLOR, BLUE/WHITE (REVERSE LIGHT)	99.00	99.00
SHIPPING	1	SHIPPING AND HANDLING	10.00	10.00
LABOR	4	LABOR/INSTALLATION	80.00	320.00
		SIDE OF VEHICLE		
GRAPHICS	1	GRAPHICS AND INSTALL	825.00	825.00
		ROOF OF VEHICLE		

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Total	
Payments/Credits	
Balance Due	



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Invoice

Date	Invoice #
10/6/2020	20-112 OR

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Bill To:

CLATSOP COUNTY SHERIFF'S OFFICE
PO BOX 658
ASTORIA, OR 97103

Terms	Project
Net 30	
Customer Reference #	Due Date
	11/5/2020

Item	Qty	Description	Rate	Amount
CENATOR 60 D...	1	WHELEN CENATOR LED DUO COLOR LIGHTBAR, 60". INCLUDES SUPER TAKEDOWN AND DIRECTIONAL STICK. INCLUDES HOOK KIT	1,499.00	1,499.00
436486	1	LARSEN NMOKHFUD VEHICLE ROOF MOUNT ANTENNA 0-6000 MHz, 3/4" MOUNT, NO CONNECTOR	23.00	23.00
27453	1	MAXRAD 132-512 MHz, 200W, QUARTER WAVE ANTENNA W/ SPRING	39.00	39.00
KCOMM1	1	3/4" STAINLESS FENDER MOUNT FOR BASE LOAD ANTENNA	12.00	12.00
CP-1011-1-PAN	1	PANORAMA ANTENNA, LOW PROFILE DOME, 5 IN 1 ANTENNA MIMO 2G/3G/4G LTE, MIMO 2.4/GHZ WI-FI, GPS/GNSS, 5M/16 COMPATIBLE	290.00	290.00
MA3-0900600-N...	1	3-YR NETCLOUD ESSENTIALS FOR MOBILE ROUTERS (PRIME) WITH SUPPORT AND IBR900 ROUTER W/ WIFI (600MBPS MODEM)	899.00	899.00
SHIPPING	1	SHIPPING AND HANDLING	30.00	30.00
LABOR	7	LABOR/INSTALLATION	80.00	560.00
NX-5700K	1	OFFICER AREA OF VEHICLE KENWOOD RADIO, VHF (136-174 MHz) 50 WATT NXDN	872.67	872.67
KAP-2	1	HORN ALERT / P.A. RELAY OPTION	69.00	69.00
KES-5A	1	KENWOOD EXTERNAL SPEAKER, 40W MAX	65.00	65.00
SVR-200VBN	1	VEHICLE REPEATER 150-174 MHz. 15 KHz (DEPARTMENT SUPPLIED)	0.00	0.00
BRF-1601	1	PYRAMID-BRF-1601 SINGLE CAVITY VHF NOTCH FILTER. FREQ RANGE: 150-174 MHz. (DEPARTMENT SUPPLIED)	0.00	0.00
BPF-1604	1	PYRAMID-BPF-1604 4 CAVITY VHF PRESELECTOR. FREQ RANGE 150-174 MHZ (DEPARTMENT SUPPLIED)	0.00	0.00
7502-10-1045	1	5000 SERIES INTERFACE CABLE (DEPARTMENT SUPPLIED)	0.00	0.00

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Total	
Payments/Credits	
Balance Due	



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Terms	Project
Net 30	
Customer Reference #	Due Date
	11/5/2020

Item	Qty	Description	Rate	Amount
295SLSA6	1	WHELEN 295SLSA6 SINGLE UNIT SIREN/LIGHT CONTROLLER W/ 9-SWITCH LIGHT CONTROL. PARK KILL & TIMED OUT RELAY W/ 17 SCAN-LOCK SIREN TONES	399.00	399.00
SRCSUV	1	D & R ELECTRONICS 18" CENTER CONSOLE. INCLUDES SIDE MAP BOX. FOR SUV AND TRUCKS. INCLUDES FACE PLATES	299.00	299.00
905-0145A	1	D & R ELECTRONICS FLOOR PLATE AND LEG KIT FOR THE 2018+ CHEVROLET SILVERADO 1500	99.00	99.00
CA-0103S	1	D & R ELECTRONICS TRIPLE OUTLET CONSOLE MOUNT (SMALL) 1.5 INCH FACE PLATE	30.00	30.00
ERS-MICBUDDY	1	ERS MIC BUDDY. INCLUDES (2) 2.1A USB PORTS AND MOUNTING LOCATION FOR MAGNETIC MIC CLIP OR STANDARD MIC CLIP (NOT INCLUDED). MOUNTS TO SIDE OF CONSOLE.	39.95	39.95
MMSU-11	1	INNOVATIVE PRODUCTS MAGNETIC MIC CLIP	35.00	35.00
AUMH3	1	HEAVY DUTY MIC CLIP	12.00	12.00
75456	1	STREAMLIGHT STINGER DS LED HL FLASHLIGHT W/ USB CHARGER	175.00	175.00
ERS-DOME	1	ERS LED DOME LIGHT. RED/WHITE	55.00	55.00
MISC	1	IN-CAR CAMERA (DEPARTMENT SUPPLIED)	0.00	0.00
STALKER RADAR	1	STALKER RADAR W/ ANTENNA (SL) (DEPARTMENT SUPPLIED)	0.00	0.00
GK10342UHKSV...	1	SETINA DUAL WEAPON MOUNT SYSTEM W/ (2) UNIVERSAL XL LOCKS, HANDCUFF KEY OVERRIDE	375.00	375.00
SHIPPING	1	SHIPPING AND HANDLING	95.00	95.00
LABOR	15	LABOR/INSTALLATION	80.00	1,200.00
1K0574CHT152500	1	PRISONER AREA OF VEHICLE SETINA 6VS SINGLE PRISONER TRANSPORT PARTITION W/ POLYCARBONATE . 2015+ CHEVROLET SILVERADO 2500-3500	799.00	799.00

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Total	
Payments/Credits	
Balance Due	



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Terms	Project
Net 30	
Customer Reference #	Due Date
	11/5/2020

Item	Qty	Description	Rate	Amount
WK0595CHT152...	1	SETINA POLYCARBONATE WINDOW BARRIERS. FOR USE WITH ALUMINUM DOOR PANELS. FOR 2015+ CHEVROLET SILVERADO 2500-3500	212.00	212.00
DK0598CHT1525...	1	SETINA ALUMINUM DOOR PANELS. FOR 2015+ CHEVROLET SILVERADO 2500-3500	179.00	179.00
ERS-DOME	1	ERS LED DOME LIGHT. RED/WHITE (PRISONER LIGHT)	55.00	55.00
SHIPPING	1	SHIPPING AND HANDLING	100.00	100.00
LABOR	7	LABOR/INSTALLATION	80.00	560.00
PDU8S	1	REAR STORAGE AREA OF VEHICLE D & R PDU-8S POWER DISTRIBUTION PANEL W/ TIMER AND 26 OUTPUTS	299.00	299.00
PRG WIRE KIT	1	PRG WIRE KIT	125.00	125.00
MISC	1	ABS COVER PLATE	30.00	30.00
MISC PARTS & ...	1	MISC PARTS & MATERIALS	100.00	100.00
SHIPPING	1	SHIPPING AND HANDLING	25.00	25.00
LABOR	5	LABOR/INSTALLATION	80.00	400.00
LABOR	2	LABOR/INSTALLATION--TUNING REPEATER	145.00	290.00

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Total	\$14,435.62
Payments/Credits	\$0.00
Balance Due	\$14,435.62



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Terms	Project
Net 30	

Customer Reference #	Due Date
	11/5/2020

Item	Qty	Description	Rate	Amount
BK2019CHT1525...	1	2021 CHEVROLET SILVERADO 2500 (PATROL) VEHICLE #2 PRODUCT ONLY FRONT OF VEHICLE SETINA PB450L4 PUSH BUMPER WITH (2) FORWARD FACING WHELEN LIGHTS AND (2) SIDE FACING WHELEN LIGHTS. FOR THE CHEVROLET SILVERADO 2500-3500	789.00	789.00
HWLUNI	1	WHELEN HOWLER LOW FREQUENCY TONE SIREN. SIREN AMPLIFIER AND ONE SPEAKER. INCLUDES UNIVERSAL MOUNTING BRACKETS	390.00	390.00
SA315P	1	WHELEN SIREN SPEAKER, 100W, NYLON COMPOSITE	149.00	149.00
SAK50	1	WHELEN SIREN SPEAKER MOUNTING BRACKET - CHEVY SILVERADO 2500HD DRIVER SIDE	39.00	39.00
218036-0002	1	UNITY LED SPOTLIGHT, 6". BLACK HOUSING	299.00	299.00
8938	1	UNITY MOUNTING KIT, LH	55.00	55.00
ERSCB1	1	ERS 150AMP RESETTABLE BREAKER	55.00	55.00
SHIPPING	1	SHIPPING AND HANDLING	80.00	80.00
H-2209RW	1	REAR OF VEHICLE FENIEX CANNON LED HIDE-A-WAY, 12-LEDS, DUAL COLOR, RED/WHITE (REVERSE LIGHT)	99.00	99.00
H-2209BW	1	FENIEX CANNON LED HIDE-A-WAY, 12-LEDS, DUAL COLOR, BLUE/WHITE (REVERSE LIGHT)	99.00	99.00
SHIPPING	1	SHIPPING AND HANDLING	10.00	10.00
GRAPHICS	1	SIDE OF VEHICLE GRAPHICS AND INSTALL ROOF OF VEHICLE	825.00	825.00

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Total	
Payments/Credits	
Balance Due	



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Terms	Project
Net 30	
Customer Reference #	Due Date
	11/5/2020

Item	Qty	Description	Rate	Amount
CENATOR 60 D...	1	WHELEN CENATOR LED DUO COLOR LIGHTBAR, 60". INCLUDES SUPER TAKEDOWN AND DIRECTIONAL STICK. INCLUDES HOOK KIT	1,499.00	1,499.00
436486	1	LARSEN NMOKHFUD VEHICLE ROOF MOUNT ANTENNA 0-6000 MHz, 3/4" MOUNT, NO CONNECTOR	23.00	23.00
27453	1	MAXRAD 132-512 MHz, 200W, QUARTER WAVE ANTENNA W/ SPRING	39.00	39.00
KCOMM1	1	3/4" STAINLESS FENDER MOUNT FOR BASE LOAD ANTENNA	12.00	12.00
CP-1011-1-PAN	1	PANORAMA ANTENNA, LOW PROFILE DOME, 5 IN 1 ANTENNA MIMO 2G/3G/4G LTE, MIMO 2.4/GHZ WI-FI, GPS/GNSS, 5M/16 COMPATIBLE	290.00	290.00
MA3-0900600-N...	1	3-YR NETCLOUD ESSENTIALS FOR MOBILE ROUTERS (PRIME) WITH SUPPORT AND IBR900 ROUTER W/ WIFI (600MBPS MODEM)	899.00	899.00
SHIPPING	1	SHIPPING AND HANDLING	30.00	30.00
NX-5700K	1	OFFICER AREA OF VEHICLE KENWOOD RADIO, VHF (136-174 MHz) 50 WATT NXDN	872.67	872.67
KAP-2	1	HORN ALERT / P.A. RELAY OPTION	69.00	69.00
KES-5A	1	KENWOOD EXTERNAL SPEAKER, 40W MAX	65.00	65.00
SVR-200VBN	1	VEHICLE REPEATER 150-174 MHz. 15 KHz (DEPARTMENT SUPPLIED)	0.00	0.00
BRF-1601	1	PYRAMID-BRF-1601 SINGLE CAVITY VHF NOTCH FILTER. FREQ RANGE: 150-174 MHz. (DEPARTMENT SUPPLIED)	0.00	0.00
BPF-1604	1	PYRAMID-BPF-1604 4 CAVITY VHF PRESELECTOR. FREQ RANGE 150-174 MHz (DEPARTMENT SUPPLIED)	0.00	0.00
7502-10-1045	1	5000 SERIES INTERFACE CABLE (DEPARTMENT SUPPLIED)	0.00	0.00

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Total	
Payments/Credits	
Balance Due	



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Terms	Project
Net 30	
Customer Reference #	Due Date
	11/5/2020

Item	Qty	Description	Rate	Amount
295SLSA6	1	WHELEN 295SLSA6 SINGLE UNIT SIREN/LIGHT CONTROLLER W/ 9-SWITCH LIGHT CONTROL. PARK KILL & TIMED OUT RELAY W/ 17 SCAN-LOCK SIREN TONES	399.00	399.00
SRCSUV	1	D & R ELECTRONICS 18" CENTER CONSOLE. INCLUDES SIDE MAP BOX. FOR SUV AND TRUCKS. INCLUDES FACE PLATES	299.00	299.00
905-0145A	1	D & R ELECTRONICS FLOOR PLATE AND LEG KIT FOR THE 2018+ CHEVROLET SILVERADO 1500	99.00	99.00
CA-0103S	1	D & R ELECTRONICS TRIPLE OUTLET CONSOLE MOUNT (SMALL) 1.5 INCH FACE PLATE	30.00	30.00
ERS-MICBUDDY	1	ERS MIC BUDDY. INCLUDES (2) 2.1A USB PORTS AND MOUNTING LOCATION FOR MAGNETIC MIC CLIP OR STANDARD MIC CLIP (NOT INCLUDED). MOUNTS TO SIDE OF CONSOLE.	39.95	39.95
MMSU-11	1	INNOVATIVE PRODUCTS MAGNETIC MIC CLIP	35.00	35.00
AUMH3	1	HEAVY DUTY MIC CLIP	12.00	12.00
75456	1	STREAMLIGHT STINGER DS LED HL FLASHLIGHT W/ USB CHARGER	175.00	175.00
ERS-DOME	1	ERS LED DOME LIGHT. RED/WHITE	55.00	55.00
MISC	1	IN-CAR CAMERA (DEPARTMENT SUPPLIED)	0.00	0.00
STALKER RADAR	1	STALKER RADAR W/ ANTENNA (SL) (DEPARTMENT SUPPLIED)	0.00	0.00
GK10342UHKSV...	1	SETINA DUAL WEAPON MOUNT SYSTEM W/ (2) UNIVERSAL XL LOCKS, HANDCUFF KEY OVERRIDE	375.00	375.00
SHIPPING	1	SHIPPING AND HANDLING	95.00	95.00
1K0574CHT152500	1	PRISONER AREA OF VEHICLE SETINA 6VS SINGLE PRISONER TRANSPORT PARTITION W/ POLYCARBONATE . 2015+ CHEVROLET SILVERADO 2500-3500	799.00	799.00
WK0595CHT152...	1	SETINA POLYCARBONATE WINDOW BARRIERS. FOR USE WITH ALUMINUM DOOR PANELS. FOR 2015+ CHEVROLET SILVERADO 2500-3500	212.00	212.00

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Total	
Payments/Credits	
Balance Due	



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Date	Invoice #
10/6/2020	20-110 OR

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Bill To:

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PO BOX 658
ASTORIA, OR 97103

Terms	Project
Net 30	

Customer Reference #	Due Date
	11/5/2020

Item	Qty	Description	Rate	Amount
DK0598CHT1525...	1	SETINA ALUMINUM DOOR PANELS. FOR 2015+ CHEVROLET SILVERADO 2500-3500	179.00	179.00
ERS-DOME	1	ERS LED DOME LIGHT. RED/WHITE (PRISONER LIGHT)	55.00	55.00
SHIPPING	1	SHIPPING AND HANDLING	100.00	100.00
PDU8S	1	REAR STORAGE AREA OF VEHICLE D & R PDU-8S POWER DISTRIBUTION PANEL W/ TIMER AND 26 OUTPUTS	299.00	299.00
PRG WIRE KIT	1	PRG WIRE KIT	125.00	125.00
MISC	1	ABS COVER PLATE	30.00	30.00
MISC PARTS & ...	1	MISC PARTS & MATERIALS	100.00	100.00
SHIPPING	1	SHIPPING AND HANDLING	25.00	25.00

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Total	\$10,225.62
Payments/Credits	\$0.00
Balance Due	\$10,225.62



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1204 6th St North
Nampa, ID 83687

Estimate

Date	Estimate #
9/30/2020	M1113

Estimate Prepared For:

CLATSOP COUNTY SHERIFF'S OFFICE
PO BOX 658
ASTORIA, OR 97103

Questions?

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Customer Reference #

Item	Description	Rate	Qty	Total
BK2019CHT1525...	2021 CHEVROLET SILVERADO 2500 (PATROL) VEHICLE #2			
	FRONT OF VEHICLE			
	SETINA PB450L4 PUSH BUMPER WITH (2)	789.00	1	789.00
	FORWARD FACING WHELEN LIGHTS AND (2)			
	SIDE FACING WHELEN LIGHTS. FOR THE			
	CHEVROLET SILVERADO 2500-3500			
HWLUNI	WHELEN HOWLER LOW FREQUENCY TONE	390.00	1	390.00
	SIREN. SIREN AMPLIFIER AND ONE SPEAKER.			
	INCLUDES UNIVERSAL MOUNTING BRACKETS			
SA315P	WHELEN SIREN SPEAKER, 100W, NYLON	149.00	1	149.00
	COMPOSITE			
SAK50	WHELEN SIREN SPEAKER MOUNTING BRACKET -	39.00	1	39.00
	CHEVY SILVERADO 2500HD DRIVER SIDE			
218036-0002	UNITY LED SPOTLIGHT, 6". BLACK HOUSING	299.00	1	299.00
8938	UNITY MOUNTING KIT, LH	55.00	1	55.00
ERSCB1	ERS 150AMP RESETTABLE BREAKER	55.00	1	55.00
SHIPPING	SHIPPING AND HANDLING	80.00	1	80.00
LABOR	LABOR/INSTALLATION	80.00	11	880.00
	REAR OF VEHICLE			
H-2209RW	FENIEX CANNON LED HIDE-A-WAY, 12-LEDS,	99.00	1	99.00
	DUAL COLOR, RED/WHITE (REVERSE LIGHT)			
H-2209BW	FENIEX CANNON LED HIDE-A-WAY, 12-LEDS,	99.00	1	99.00
	DUAL COLOR, BLUE/WHITE (REVERSE LIGHT)			
SHIPPING	SHIPPING AND HANDLING	10.00	1	10.00
LABOR	LABOR/INSTALLATION	80.00	4	320.00
GRAPHICS	SIDE OF VEHICLE			
	GRAPHICS AND INSTALL	825.00	1	825.00
CENATOR 60 D...	ROOF OF VEHICLE			
	WHELEN CENATOR LED DUO COLOR LIGHTBAR,	1,499.00	1	1,499.00
	60". INCLUDES SUPER TAKEDOWN AND			
	DIRECTIONAL STICK. INCLUDES HOOK KIT			
436486	LARSEN NMOKHFUD VEHICLE ROOF MOUNT	23.00	1	23.00
	ANTENNA 0-6000 MHz, 3/4" MOUNT, NO			
	CONNECTOR			
Total				



ERS
Emergency Responder Services, Inc
1204 6th St North
Nampa, ID 83687

Estimate

Date	Estimate #
9/30/2020	M1113

Estimate Prepared For:

CLATSOP COUNTY SHERIFF'S OFFICE
PO BOX 658
ASTORIA, OR 97103

Questions?

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Item	Description	Rate	Qty	Total
27453	MAXRAD 132-512 MHz, 200W, QUARTER WAVE ANTENNA W/ SPRING	39.00	1	39.00
KCOMM1	3/4" STAINLESS FENDER MOUNT FOR BASE LOAD ANTENNA	12.00	1	12.00
CP-1011-1-PAN	PANORAMA ANTENNA, LOW PROFILE DOME, 5 IN 1 ANTENNA MIMO 2G/3G/4G LTE, MIMO 2.4/GHZ WI-FI, GPS/GNSS, 5M/16 COMPATIBLE	290.00	1	290.00
MA3-0900600-N...	3-YR NETCLOUD ESSENTIALS FOR MOBILE ROUTERS (PRIME) WITH SUPPORT AND IBR900 ROUTER W/ WIFI (600MBPS MODEM)	899.00	1	899.00
SHIPPING	SHIPPING AND HANDLING	30.00	1	30.00
LABOR	LABOR/INSTALLATION	80.00	7	560.00
NX-5700K	OFFICER AREA OF VEHICLE KENWOOD RADIO, VHF (136-174 MHz) 50 WATT NXDN	872.67	1	872.67
KAP-2	HORN ALERT / P.A. RELAY OPTION	69.00	1	69.00
KES-5A	KENWOOD EXTERNAL SPEAKER, 40W MAX	65.00	1	65.00
SVR-200VBN	VEHICLE REPEATER 150-174 MHz. 15 KHz (DEPARTMENT SUPPLIED)	0.00	1	0.00
BRF-1601	PYRAMID-BRF-1601 SINGLE CAVITY VHF NOTCH FILTER. FREQ RANGE: 150-174 MHz. (DEPARTMENT SUPPLIED)	0.00	1	0.00
BPF-1604	PYRAMID-BPF-1604 4 CAVITY VHF PRESELECTOR. FREQ RANGE 150-174 MHZ (DEPARTMENT SUPPLIED)	0.00	1	0.00
7502-10-1045	5000 SERIES INTERFACE CABLE (DEPARTMENT SUPPLIED)	0.00	1	0.00
295SLSA6	WHELEN 295SLSA6 SINGLE UNIT SIREN/LIGHT CONTROLLER W/ 9-SWITCH LIGHT CONTROL. PARK KILL & TIMED OUT RELAY W/ 17 SCAN-LOCK SIREN TONES	399.00	1	399.00
SRCSUV	D & R ELECTRONICS 18" CENTER CONSOLE. INCLUDES SIDE MAP BOX. FOR SUV AND TRUCKS. INCLUDES FACE PLATES	299.00	1	299.00
905-0145A	D & R ELECTRONICS FLOOR PLATE AND LEG KIT FOR THE 2018+ CHEVROLET SILVERADO 1500	99.00	1	99.00
Total				



ERS
Emergency Responder Services, Inc
1204 6th St North
Nampa, ID 83687

Estimate

Date	Estimate #
9/30/2020	M1113

Estimate Prepared For:

CLATSOP COUNTY SHERIFF'S OFFICE
PO BOX 658
ASTORIA, OR 97103

Questions?

Please refer to your Estimate # when calling
your ERS Sales Representative.
Your rep can be reached on location at
Ph: (208) 362-1741 or Fx: (208) 562-1318

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After 30 days, please re-confirm as all pricing is subject to change. If any changes
are necessary, final figures will be available prior to the onset of signing.
Please do not hesitate to contact us should you have any further needs.

Customer Reference

Item	Description	Rate	Qty	Total
CA-0103S	D & R ELECTRONICS TRIPLE OUTLET CONSOLE MOUNT (SMALL) 1.5 INCH FACE PLATE	30.00	1	30.00
ERS-MICBUDDY	ERS MIC BUDDY. INCLUDES (2) 2.1A USB PORTS AND MOUNTING LOCATION FOR MAGNETIC MIC CLIP OR STANDARD MIC CLIP (NOT INCLUDED). MOUNTS TO SIDE OF CONSOLE.	39.95	1	39.95
MMSU-11	INNOVATIVE PRODUCTS MAGNETIC MIC CLIP	35.00	1	35.00
AUMH3	HEAVY DUTY MIC CLIP	12.00	1	12.00
75456	STREAMLIGHT STINGER DS LED HL FLASHLIGHT W/ USB CHARGER	175.00	1	175.00
ERS-DOME	ERS LED DOME LIGHT. RED/WHITE	55.00	1	55.00
MISC	IN-CAR CAMERA (DEPARTMENT SUPPLIED)	0.00	1	0.00
STALKER RADAR	STALKER RADAR W/ ANTENNA (SL) (DEPARTMENT SUPPLIED)	0.00	1	0.00
GK10342UHKSV...	SETINA DUAL WEAPON MOUNT SYSTEM W/ (2) UNIVERSAL XL LOCKS, HANDCUFF KEY OVERRIDE	375.00	1	375.00
SHIPPING	SHIPPING AND HANDLING	95.00	1	95.00
LABOR	LABOR/INSTALLATION	80.00	15	1,200.00
1K0574CHT152500	PRISONER AREA OF VEHICLE SETINA 6VS SINGLE PRISONER TRANSPORT PARTITION W/ POLYCARBONATE . 2015+ CHEVROLET SILVERADO 2500-3500	799.00	1	799.00
WK0595CHT152...	SETINA POLYCARBONATE WINDOW BARRIERS. FOR USE WITH ALUMINUM DOOR PANELS. FOR 2015+ CHEVROLET SILVERADO 2500-3500	212.00	1	212.00
DK0598CHT1525...	SETINA ALUMINUM DOOR PANELS. FOR 2015+ CHEVROLET SILVERADO 2500-3500	179.00	1	179.00
ERS-DOME	ERS LED DOME LIGHT. RED/WHITE (PRISONER LIGHT)	55.00	1	55.00
SHIPPING	SHIPPING AND HANDLING	100.00	1	100.00
LABOR	LABOR/INSTALLATION	80.00	7	560.00
PDU8S	REAR STORAGE AREA OF VEHICLE D & R PDU-8S POWER DISTRIBUTION PANEL W/ TIMER AND 26 OUTPUTS	299.00	1	299.00
PRG WIRE KIT	PRG WIRE KIT	125.00	1	125.00
MISC	ABS COVER PLATE	30.00	1	30.00
Total				



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are necessary, final figures will be available prior to the onset of signing.
Please do not hesitate to contact us should you have any further needs.

Customer Reference #

Item	Description	Rate	Qty	Total
MISC PARTS & ...	MISC PARTS & MATERIALS	100.00	1	100.00
SHIPPING	SHIPPING AND HANDLING	25.00	1	25.00
LABOR	LABOR/INSTALLATION	80.00	5	400.00
LABOR	LABOR/INSTALLATION--TUNING REPEATER	145.00	2	290.00
Total				\$14,435.62



ERS
Emergency Responder Services, Inc
1204 6th St North
Nampa, Idaho 83687

Invoice

Date	Invoice #
10/6/2020	20-114 OR

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CLATSOP COUNTY SHERIFF'S OFFICE
PO BOX 658
ASTORIA, OR 97103

Terms	Project
Net 30	
Customer Reference #	Due Date
	11/5/2020

Item	Qty	Description	Rate	Amount
		2021 RAM 1500 TRUCK (ADMINISTRATIVE) VEHICLE #1		
		FRONT OF VEHICLE		
SAP003RW	1	ERS ULTRA THIN LED WARNING LIGHT, 12-LED DUAL COLOR. RED/WHITE (GRILLE LIGHT AND WIGWAG)	99.00	99.00
SAP003BW	1	ERS ULTRA THIN LED WARNING LIGHT, 12-LED DUAL COLOR. BLUE/WHITE (GRILLE LIGHT AND WIGWAG)	99.00	99.00
SAP002RB	2	ERS ULTRA THIN WARNING LIGHT, 6-LED, SPLIT COLOR. RED/BLUE (GRILLE LIGHT)	70.00	140.00
LL-41 BRACKET	4	ERS "L" BRACKET	12.00	48.00
S-2009	1	FENIEX TRITON 100W SIREN SPEAKER, 124dB.	149.00	149.00
SAK1	1	WHELEN HEAVY DUTY UNIVERSAL "L" MOUNTING BRACKET FOR SIREN SPEAKER	39.00	39.00
ERSCB1	1	ERS 150AMP RESETTABLE BREAKER	55.00	55.00
SHIPPING	1	SHIPPING AND HANDLING	40.00	40.00
LABOR	9	LABOR/INSTALLATION	80.00	720.00
		SIDE OF VEHICLE		
SAP002RB	2	ERS ULTRA THIN WARNING LIGHT, 6-LED, SPLIT COLOR. RED/BLUE (SIDE REAR WINDOW)	70.00	140.00
LL-41 BRACKET	2	ERS "L" BRACKET	12.00	24.00
SHIPPING	1	SHIPPING AND HANDLING	5.00	5.00
LABOR	4	LABOR/INSTALLATION	80.00	320.00
		REAR OF VEHICLE		
DLL-41-B	2	ERS WARNING LIGHT. SINGLE HEAD, SPLIT COLOR, INCLUDES MOUNTING LEGS. BLUE/BLUE (REAR WINDOW)	89.00	178.00
SHIPPING	1	SHIPPING AND HANDLING	10.00	10.00
LABOR	4	LABOR/INSTALLATION	80.00	320.00
		ROOF OF VEHICLE		

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Total	
Payments/Credits	
Balance Due	



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Terms	Project
Net 30	
Customer Reference #	Due Date
	11/5/2020

Item	Qty	Description	Rate	Amount
436486	1	LARSEN NMOKHFUD VEHICLE ROOF MOUNT ANTENNA	23.00	23.00
		0-6000 MHz, 3/4" MOUNT, NO CONNECTOR		
ANTENNA CRIMP	1	ANTENNA CRIMP	5.00	5.00
SHIPPING	1	SHIPPING AND HANDLING	5.00	5.00
LABOR	2	LABOR/INSTALLATION	80.00	160.00
		INTERIOR OF VEHICLE		
MISC	1	ICOM RADIO (DEPARTMENT SUPPLIED)	0.00	0.00
MISC	1	SIREN/ LIGHT CONTROLLER (DEPARTMENT SUPPLIED)	0.00	0.00
C-AS-840-11	1	HAVIS 8" ANGLED SERIES CONSOLE FOR LIGHT	196.09	196.09
		TRUCKS & SUV'S		
BR-930-WP	1	ERS TRIPLE OUTLET PLUGS, 12V	30.00	30.00
ERS-MICBUDDY	1	ERS MIC BUDDY. INCLUDES (2) 2.1A USB PORTS AND	39.95	39.95
		MOUNTING LOCATION FOR MAGNETIC MIC CLIP OR		
		STANDARD MIC CLIP (NOT INCLUDED). MOUNTS TO		
		SIDE OF CONSOLE.		
MMSU-11	1	INNOVATIVE PRODUCTS MAGNETIC MIC CLIP	35.00	35.00
AUMH3	1	HEAVY DUTY MIC CLIP	12.00	12.00
MISC	1	TUFFY UNDER SEAT LOCKBOX-RAM CREW CAB	379.00	379.00
		TRUCK. 2019+		
WATCHDOG-B120	1	D & R ELECTRONICS WATCHDOG-B 120AMP BATTERY	95.00	95.00
		PROTECTOR		
ERS600	2	ERS 6-ATC FUSE BLOCK W/ LED INDICATOR. INCLUDES	65.00	130.00
		CLEAR COVER		
PRG WIRE KIT	1	PRG WIRE KIT	90.00	90.00
MISC PARTS & ...	1	MISC PARTS & MATERIALS	75.00	75.00
SHIPPING	1	SHIPPING AND HANDLING	80.00	80.00
LABOR	11	LABOR/INSTALLATION	80.00	880.00

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Total	\$4,621.04
Payments/Credits	\$0.00
Balance Due	\$4,621.04



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Nampa, Idaho 83687

Invoice

Date	Invoice #
10/6/2020	20-111 OR

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Terms	Project
Net 30	

Customer Reference #	Due Date
	11/5/2020

Item	Qty	Description	Rate	Amount
		2021 RAM 1500 TRUCK (ADMINISTRATIVE) VEHICLE #2		
		FRONT OF VEHICLE		
SAP003RW	1	ERS ULTRA THIN LED WARNING LIGHT, 12-LED DUAL COLOR. RED/WHITE (GRILLE LIGHT AND WIGWAG)	99.00	99.00
SAP003BW	1	ERS ULTRA THIN LED WARNING LIGHT, 12-LED DUAL COLOR. BLUE/WHITE (GRILLE LIGHT AND WIGWAG)	99.00	99.00
SAP002RB	2	ERS ULTRA THIN WARNING LIGHT, 6-LED, SPLIT COLOR. RED/BLUE (GRILLE LIGHT)	70.00	140.00
LL-41 BRACKET	4	ERS "L" BRACKET	12.00	48.00
S-2009	1	FENIEX TRITON 100W SIREN SPEAKER, 124dB.	149.00	149.00
SAK1	1	WHELEN HEAVY DUTY UNIVERSAL "L" MOUNTING BRACKET FOR SIREN SPEAKER	39.00	39.00
ERSCB1	1	ERS 150AMP RESETTABLE BREAKER	55.00	55.00
SHIPPING	1	SHIPPING AND HANDLING	40.00	40.00
LABOR	9	LABOR/INSTALLATION	80.00	720.00
		SIDE OF VEHICLE		
SAP002RB	2	ERS ULTRA THIN WARNING LIGHT, 6-LED, SPLIT COLOR. RED/BLUE (SIDE REAR WINDOW)	70.00	140.00
LL-41 BRACKET	2	ERS "L" BRACKET	12.00	24.00
SHIPPING	1	SHIPPING AND HANDLING	5.00	5.00
LABOR	4	LABOR/INSTALLATION	80.00	320.00
		REAR OF VEHICLE		
DLL-41-B	2	ERS WARNING LIGHT. SINGLE HEAD, SPLIT COLOR, INCLUDES MOUNTING LEGS. BLUE/BLUE (REAR WINDOW)	89.00	178.00
SHIPPING	1	SHIPPING AND HANDLING	10.00	10.00
LABOR	4	LABOR/INSTALLATION	80.00	320.00
		ROOF OF VEHICLE		

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Total	
Payments/Credits	
Balance Due	



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Invoice

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ASTORIA, OR 97103

Terms	Project
Net 30	

Customer Reference #	Due Date
	11/5/2020

Item	Qty	Description	Rate	Amount
436486	1	LARSEN NMOKHFUD VEHICLE ROOF MOUNT ANTENNA	23.00	23.00
		0-6000 MHz, 3/4" MOUNT, NO CONNECTOR		
ANTENNA CRIMP	1	ANTENNA CRIMP	5.00	5.00
SHIPPING	1	SHIPPING AND HANDLING	5.00	5.00
LABOR	2	LABOR/INSTALLATION	80.00	160.00
		INTERIOR OF VEHICLE		
MISC	1	ICOM RADIO (DEPARTMENT SUPPLIED)	0.00	0.00
MISC	1	SIREN/ LIGHT CONTROLLER (DEPARTMENT SUPPLIED)	0.00	0.00
C-AS-840-11	1	HAVIS 8" ANGLED SERIES CONSOLE FOR LIGHT	196.09	196.09
		TRUCKS & SUV'S		
BR-930-WP	1	ERS TRIPLE OUTLET PLUGS, 12V	30.00	30.00
ERS-MICBUDDY	1	ERS MIC BUDDY. INCLUDES (2) 2.1A USB PORTS AND	39.95	39.95
		MOUNTING LOCATION FOR MAGNETIC MIC CLIP OR		
		STANDARD MIC CLIP (NOT INCLUDED). MOUNTS TO		
		SIDE OF CONSOLE.		
MMSU-11	1	INNOVATIVE PRODUCTS MAGNETIC MIC CLIP	35.00	35.00
AUMH3	1	HEAVY DUTY MIC CLIP	12.00	12.00
MISC	1	TUFFY UNDER SEAT LOCKBOX-RAM CREW CAB	379.00	379.00
		TRUCK. 2019+		
WATCHDOG-B120	1	D & R ELECTRONICS WATCHDOG-B 120AMP BATTERY	95.00	95.00
		PROTECTOR		
ERS600	2	ERS 6-ATC FUSE BLOCK W/ LED INDICATOR. INCLUDES	65.00	130.00
		CLEAR COVER		
PRG WIRE KIT	1	PRG WIRE KIT	90.00	90.00
MISC PARTS & ...	1	MISC PARTS & MATERIALS	75.00	75.00
SHIPPING	1	SHIPPING AND HANDLING	80.00	80.00
LABOR	11	LABOR/INSTALLATION	80.00	880.00

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Total	\$4,621.04
Payments/Credits	\$0.00
Balance Due	\$4,621.04



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/4/2020

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

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

PRODUCER Mutual Insurance Assoc., Inc. 1575 Baldy Ave Pocatello ID 83201		CONTACT NAME: Jayson Meline PHONE (A/C, No, Ext): (208) 237-9696 E-MAIL ADDRESS: jaysonm@mutualid.com FAX (A/C, No): (208) 237-9697	
INSURED ERS Emergency Responder Services, Inc. 1204 6th Street N. Nampa ID 83687-3420		INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Co. NAIC # 21415 INSURER B: AmTrust INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 20-21 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	5X80715	1/9/2020	1/9/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 AUTET \$ 10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	5X80715	1/9/2020	1/9/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	KWC1151599	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	GARAGEKEEPERS		5X80715	1/9/2020	1/9/2021	LIMIT COLL-COMP \$ 500,000 DEDUCTIBLE \$ 500

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

Clatsop County OR, its Commissioners, employees, and agents are Additional Insured respects General Liability, Automobile Liability per Forms CA7450, BP7230.

CERTIFICATE HOLDER**CANCELLATION**

Clatsop County Sheriff's Office
355 Seventh St
Astoria, OR 97103

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

AUTHORIZED REPRESENTATIVE

Robert Schiers/CSH

ACORD 25 (2014/01)

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IN Agenda Item #14.

Page 132

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 9, 2020

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

Category: Consent Calendar

Prepared By: Jennifer Carlson, Budget & Finance Manager

Presented By: Jennifer Carlson, Budget & Finance Manager

Issues Before the Commission: Approve the 2020-21 budget and appropriation adjustment as required by ORS 294.463 and ORS 294.338.

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 Clerk & Elections is \$0 as the grant will cover all expenses associated.

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

The fiscal impact to the Industrial Develop Revolving is \$0 as the adjustment is between accounts within a single organizational unit.

The fiscal impact to the General Fund will be \$0 however the Information Systems organization unit will increase by \$17,350 and the Planning Division organizational unit will decrease by \$17,350.

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

The fiscal impact to Dues & Special Assessments is \$0 as the grant will cover the cost of the contract.

Options to Consider:

1. Approve the budget and appropriation adjustment as required by ORS 294.463 and ORS 294.338.
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 294.338 and authorize the Chair to sign.

Attachment List

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

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

In the matter of the adjustment of the fiscal)
year 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 294.338.)

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 294.338; now, therefore, it is

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

ADOPTED AND APPROPRIATED this 9th Day of December 2020.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Kathleen Sullivan, Chair

Schedule A

2020-21 Budget Adjustments

I. ADJUSTMENTS INVOLVING EXPENDITURE OF UNANTICIPATED SPECIFIC PURPOSE GRANT REVENUE

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Clerk & Elections – Rev. Refunds & Reimb. 001/1350/81-8778	\$20,303.50	
Clerk & Elections – Maintenance- Equipment 001/1350/82-2260	\$12,769.00	
Clerk & Elections – Election Supplies 001/1350/82-2411	\$ 7,534.50	

Comment: This is to adjust for an unanticipated grant received from the Center for Tech and Civic Life in the amount of \$20,303.50. The grant is to be used exclusively for the public purpose of planning and operating a safe and secure election administered in Clatsop County during 2020.

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

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Bike Paths – Maintenance Supplies 225/5805/82-2250	\$40,000	
Bike Paths – Unallocated Projects 225/5805/82-3129		\$35,000
Bike Paths – Appropriation for Contin. 225/5805/82-9900		\$ 5,000

Comment: This adjustment is necessary to move appropriation authority between categories within the same organizational unit for expenses incurred on the multi-use path in Warrenton during the 2020-21 FY. There is no increase in overall appropriation authority within the organizational unit.

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

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Industrial Develop Revolving – Contract Serv. 325/5836/82-2471	\$30,000	
Industrial Develop Revolving – SE Ensign Lane 325/5836/82-4010	\$45,000	
Industrial Develop Revolving – Approp. for cont. 325/5836/82-9900		\$75,000

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.

IV. ADJUSTMENTS INVOLVING A TRANSFER OF APPROPRIATIONS WITHIN A FUND FROM AN EXISTING APPROPRIATION CATEGORY TO ANOTHER EXISTING APPROPRIATION CATEGORY

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Information Systems – GIS Coordinator/Analyst 001/1650/82-1402	\$17,350	
Planning Division – Administrative Costs 001/2700/82-2473		\$17,350

Comment: This is to move funds that were originally budgeted in the Planning Division organization for GIS Administrative costs over to the Information Systems organizational unit since there is no longer a need to split the costs between the organizational units for the GIS Coordinator/Planner’s time.

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

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Special Projects – Contractual Services 100/2000/82-2471	\$250,000	
Special Projects – Contingency 100/2000/82-9900		\$250,000

Comment: This adjustment is necessary to move appropriation authority between categories within the same organizational unit for the Arch Cape Water Supply District matching funds grant that was approved at the November 4th Commissioners meeting.

VI. ADJUSTMENTS INVOLVING EXPENDITURE OF UNANTICIPATED SPECIFIC PURPOSE GRANT REVENUE

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Discretionary Revenue – Rev. Refunds & Reimb. 001/0000/81-8778	\$ 6,867	
Dues & Special Assess. – Social Services Support 001/1990/82-3577	\$ 6,867	

Comment: This adjustment is necessary to adjust for and receive approval to spend unanticipated grant revenue in the amount of \$6,867.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 9, 2020

Issue/ Agenda Title:	Code Consolidation and Modernization – Second Reading
Category:	Public Hearing
Prepared By:	Julia Decker, Planning Manager Ian Sisson, Planner Victoria Sage, Planner Gail Henrikson, Community Development Director
Presented By:	Gail Henrikson, Community Development Director

Issues Before the Commission:	Conduct the second reading and public hearing on the consolidated and modernized <i>Land and Water Development and Use Code (LAWDUC)</i>
Informational Summary:	<p>The County's regulations and standards that guide and govern development in Clatsop County are primarily contained in two documents – the <i>Land and Water Development and Use Ordinance 80-14</i> and the <i>Clatsop County Development Standards</i>. Both of these documents were originally adopted on September 30, 1980 and have been amended several times over the intervening decades. Currently, staff, developers, realtors and residents are required to search between two separate documents to find information. Oftentimes information related to the same subject is located in each of these two documents. At other times, information may be outdated, no longer consistent with current practices or contradictory. The consolidated document does not revise any existing regulations, eliminate any existing regulations or create any new regulations.</p> <p>Staff undertook a Code Modernization and Consolidation project to achieve the following objectives:</p> <ul style="list-style-type: none">• Combine the <i>Land and Water Development and Use Ordinance</i> and the <i>Clatsop County Development Standards</i> into one document;• Standardize, as much as possible, terminology used across all zoning districts• Update or remove outdated references and terminology• Combine regulations and standards related to the same topic so that they are addressed in one section of the code

- Standardizes language across zones (Ex: in some zones, the Building Official is responsible for requiring the installation of culverts and storm water management systems, while in other zones that responsibility falls to the Public Works Director and in other zones it falls to the Community Development Director.)
- Corrects typographic errors and scrivener errors
- Reformat to increase “user friendliness” and consolidate where information is located (for example, listing all permitted uses by zoning district in a single table)

Beginning in August 2018, staff has provided opportunities for the Planning Commission to review and comment on proposed changes. At its June 9, 2020, meeting, the Planning Commission voted 5-0 (Commissioner Michael Magyar having resigned and Commissioner John Orr absent, excused) to recommend the Board of Commissioners approve the consolidated *Land and Water Development and Use Code (LAWDUC)*.

Following the Planning Commission’s recommendation, the consolidated documents were reviewed by County Counsel. Minor revisions have been made to further correct spelling and grammatical errors and to add numbers to the tables in proposed Article 4.

The Board of Commissioners opened the public hearing on November 4, 2020. No members of the public spoke for or against the proposed ordinance.

Fiscal Impact: None

Options to Consider:

1. Take public testimony, close the public hearing, adopt Ordinance 20-03 and conduct the second reading by title only.
2. Take public testimony, close the public hearing, do not adopt Ordinance 20-03.

Staff Recommendation: Option #1

Recommended Motion:

“I move that the Board adopt Ordinance 20-03 and conduct the second reading by title only.”

Attachment List

- A. Ordinance 20-03
- B. Summary of Consolidation Actions can be found at [Click Here](#)

**BEFORE THE BOARD OF COMMISSIONERS
FOR THE COUNTY OF CLATSOP**

In the Matter of:

An Ordinance repealing the *Land and Water Development and Use Ordinance #80-14* and the *Clatsop County Standards Document* and replacing those documents with the *Land and Water Development and Use Code (LAWDUC)*.

ORDINANCE NO. 20-03

Doc # _____

Recording Date: _____

RECITALS

WHEREAS, the Clatsop County Board of Commissioners adopted Ordinance 80-14 on September 30, 1980, establishing the *Land and Water Development and Use Ordinance* (zoning regulations) and the *Clatsop County Standards Document*, which created a land use framework for unincorporated Clatsop County; and

WHEREAS, the *Land and Water Development and Use Ordinance* and the *Clatsop County Standards Document* have been amended several times since their original adoption; and

WHEREAS, those amendments have resulted in incorrect or obsolete citations and references; and

WHEREAS, the information related to property development is contained within two separate documents and is not efficiently organized; and

WHEREAS, creation of a unified, reorganized and user-friendly document will benefit property owners, construction professionals and staff; and

WHEREAS, no changes to existing regulations and no new regulations are proposed;

THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:

SECTION 1. ADOPTION

The Board of County Commissioners hereby adopts the Clatsop County *Land and Water Development and Use Code* as shown in Exhibit 1, attached hereto and incorporated herein by this reference.

SECTION 2. SEPARABILITY

The provisions of this ordinance are severable. If any portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3. CONFORMANCE OF STATE LAW

This Ordinance shall not substitute for nor eliminate the necessity for conformity with any and all laws or rules of the state of Oregon, or its agencies, or any ordinance, rule, or regulation of Clatsop County.

SECTION 4. INCONSISTENT PROVISIONS

This Ordinance shall supersede, control and repeal any inconsistent provision of any County Ordinance as amended or any other regulations made by Clatsop County.

SECTION 5. APPLICABILITY

This Ordinance shall apply within the unincorporated areas of Clatsop County but shall not apply within the boundaries of any incorporated City.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect on the 30th day following adoption by the Board of Commissioners as provided in Chapter III, Section 8(B) of the Home Rule Chapter for the Government of Clatsop County.

Approved this 9th day of December, 2020

THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

By _____
Kathleen Sullivan, Chair

Date _____

By _____
Theresa Dursse, Recording Secretary

First Reading: _____

Second Reading: _____

Effective Date _____

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 9, 2020

Issue/ Agenda Title: Hearing for vacation of portions of streets in Highland Park
Category: Public Hearing
Prepared By: Vance Swenson, County Surveyor, Public Works Department
Presented By: Vance Swenson, County Surveyor, Public Works Department

Issues Before the Commission: Conduct a Public Hearing, approve the road vacation and authorize the Chair to sign the Resolution and Order vacating portions of various streets in the Town Plat of Highland Park, in the South Half of Section 36, Township 8 North, Range 9 West, Willamette Meridian.

Informational Summary: On August 13, 2020 the Board of Commissioners accepted a petition and ordered a Road Master's Report for the vacation of portions of various streets in Highland Park. On October 14, 2020, the County Engineer presented the Road Master's Report to the Board of Commissioners, who then set the public hearing date for December 9, 2020. An additional 25 foot turn-around dedication at the end of Labiske Lane and an access easement for Evelyn Laughman have been recorded. The County has notified the abutting property owners and advertised as required by law. This Public Hearing is the final step in the road vacation process. After the Public Hearing, the board will make a decision to approve or deny the vacation.

Fiscal Impact: Petitioners have paid the road vacation fee of \$5,786 to cover all expenses of the vacation.

Options to Consider:

1. Conduct the public hearing, approve the road vacation and authorize the Chair to sign the Order vacating portions of streets in the plat of Highland Park.
2. Continue the public hearing to a future meeting.
3. Deny the road vacation and authorize the Chair to sign an Order denying the vacation of portions of streets in the plat of Highland Park.

Staff Recommendation: Option 1.

Recommended Motion:

"I move to approve the Resolution and Order vacating portions of streets in the town plat of Highland Park and authorize the Board Chair to sign the Resolution and Order."

Attachment List

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

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

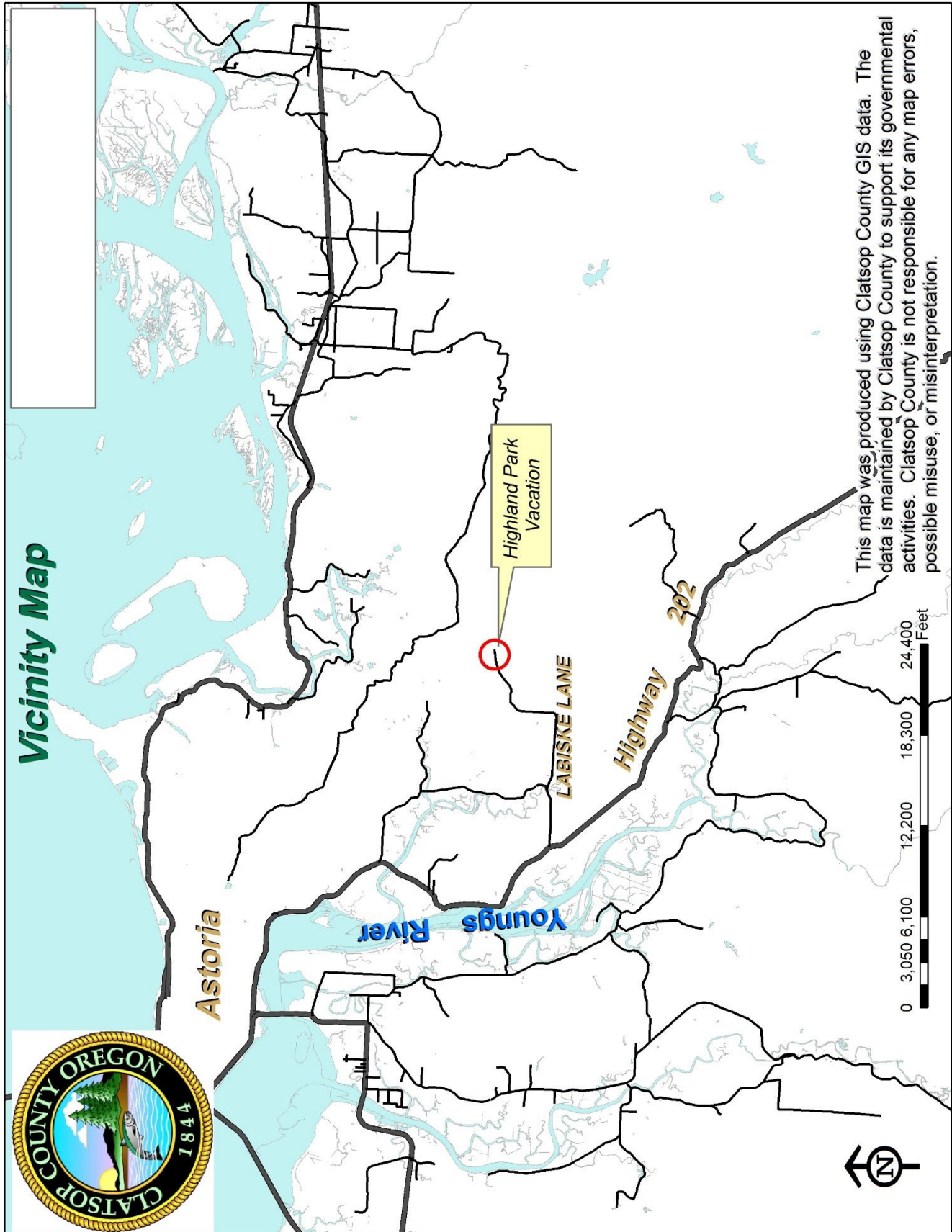
The utilities and agencies on our notification check list have either responded with no objection or have not responded and therefore it is assumed that they have no interest to the current right-of-way to be vacated.

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

In the Matter of the Vacation of Portions)	Findings of Fact, Conclusions
Of various streets in the Highland Park)	and Order
Subdivision in Section 36, T8N, R9W)	

This matter came for public hearing before the Board of County Commissioners for Clatsop County sitting in regular session for the transaction of business on December 9, 2020.

The Board finds and determines from the evidence the following:

FINDINGS OF FACT

1. portions of streets within the Highland Park Subdivision are proposed to be vacated described as follows:

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.

2. The vacation was checked for compliance Oregon law and with the Public Works "Policy for Vacations".
3. A petition to vacate the above-described streets in the Highland Park Subdivision was presented to this board. 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, who own 100% of the land abutting the portions of streets within the Highland Park Subdivision proposed to be vacated signed the petition.

4. The County Engineer conducted an investigation and presented his Road Master's Report on the proposed vacation to the Board of Commissioners on October 14, 2020. The Road Master Report provided that the vacation would be in the public's best interest and that the board should schedule a hearing to determine the vacation.
5. On October 14, 2020, this Board set 6:00 P.M. on December 9, 2020, via a virtual meeting on GoToMeeting, as the time and place for the public hearing to the proposed vacation.
6. Written notice, via certified mail – return receipt, of the time and place of the hearing was sent to the following landowners, within and abutting the proposed vacation and persons holding a recorded interest in the property proposed to be vacated: Edwin and Judy Fisher, L&C Tree Farms LLC, Nygaard Land LLC, Daniel and Mary Smith, Evelyn Laughman, Christopher and Elizabeth Salfen, Colleen Tilley and Richard Gustafson, Jacob Krizan, Warren Skaggs, Tyler Olson, Kenneth Williams, Kevin Baxter, John and Peggy Zorich.
7. An easement deed for Evelyn Laughman's property was recorded as Instrument No. 202009622, and a turn-around dedication deed on the end of Labiske Lane was recorded as Instrument No. 202009621, Clatsop County Deed Records.
8. Notice was posted pursuant to ORS 368.346.
9. Notice of the proposed vacation was published in the Daily Astorian newspaper.
10. _____ from the public appeared in person or otherwise to support the vacation prior to the close of the hearing on December 9, 2020
11. _____ from the public appeared in person or otherwise to object to the vacation prior to the close of the hearing on December 9, 2020.
12. The portions of streets in Highland Park proposed to be vacated do not serve any Clatsop County homes or businesses.

CONCLUSIONS

1. The petition filed by the landowners met the requirements of the Oregon Revised Statutes.
2. All notices to landowners and persons holding a recorded interest in property proposed to be vacated were timely and appropriately mailed pursuant to state statutes.

3. The streets as platted are not constructed and there are no plans to construct them.
4. Approval of this vacation would relieve the public of any responsibility for these rights-of-way.
5. Approval of this vacation would relieve the public of any responsibility of these rights-of-way and return land to the tax rolls.
6. Approval is in the public's best interest and would allow better use of this property by abutting landowners.

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED, that portions of various streets in Highland Park subdivision shall be vacated as described as follows:

DESCRIPTION OF ROAD TO BE VACATED:

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.

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

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

DATED THIS 9TH day of December, 2020.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Kathleen Sullivan, Chair

FORM APPROVED BY:

Joanna Lyons- Antley
Clatsop County Legal Counsel

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 9, 2020

Issue/ Agenda Title:	Consider a transfer of property to the Camp Kiwanilong Board Inc.
Category:	Business Agenda
Prepared By:	Sirpa Duoos, Property Management Specialist
Presented By:	Sirpa Duoos, Property Management Specialist

Issues Before the Commission:	Consider a transfer of County tax foreclosed property to Camp Kiwanilong Board Inc. with a reversionary clause.
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Informational Summary:	In 2004, Clatsop County entered into a 99-year lease with Camp Kiwanilong for approximately 180 acres off of Ridge Road in Warrenton, providing for youth activities.
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Clatsop County has a long-standing relationship with Camp Kiwanilong dating back to 1936 when Judge Guy Boyington sought by an order to seek funds to construct a Girl Scout camp and a log cabin and other buildings near Long Lake. The proposed camp was on properties that were tax foreclosed in the early 1930's and served as an experimental dune stabilization site for the Soil Conservation Service and the Civilian Conservation Corps. Many different varieties of native and non-native trees and shrubs were planted as a part of this historic effort. Today, those planting sites comprise an arboretum and a forest of pines from all over the world.

In the 1930's, Clatsop County had scouting activities for boys, but girls had to travel as far as Salem to attend camps in the summer time. Judge Boyington desired to improve county's recreational areas for the purposes of Girl Scouts. The Kiwanis Club of Astoria would furnish all materials and with the help of federal government grants to defray the costs involved, the camp was constructed in 1936. Thus became Camp Kiwanilong named for the Long Lake and the Kiwanis. The original log cabin still stands today and is aptly called the Boyington Lodge.

From 1936 to 1975, Clatsop County leased the Camp Kiwanilong property to the Girl Scouts. By 1978, and after a few years of vacancy, the campsite was in disrepair. The County agreed to lease the camp to an independent board of directors that would operate and maintain the

facility as a non-profit organization called Camp Kiwanilong Board Inc. Clatsop County has had lease agreements with them since that time.

Leased properties require a significant amount of staff time and potential costs to oversee; including managing the leases, approval of any repairs, improvements and use of property by other entities, certificates of insurance, annual reports of activities, property tax exemption applications and fire patrol reimbursements.

Because of this long-term lease agreement and the oversight it requires, staff is proposing to deed the property to Camp Kiwanilong Board Inc. pursuant to ORS 271.330 with a reversionary clause that if not used by the organization for their specific youth purpose, the property will revert back to Clatsop County.

Fiscal Impact: Camp Kiwanilong Board Inc. will pay the cost of \$92.00 for recording of the deed.

Options to Consider:

1. Approve the transfer of the property to the Camp Kiwanilong Board Inc.
2. Take no action and continue with the lease agreement

Staff Recommendation: Option #1

Recommended Action:

Adopt the Resolution & Order approving the transfer of the property to the Camp Kiwanilong Board Inc. for zero dollars and authorize the Chair to sign the deed.

Attachment List

- A. Resolution & Order
- B. Letter from Camp Kiwanilong
- C. Quitclaim deed
- D. Map
- E. Photos

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

4 IN THE MATTER OF TRANSFERRING)
5 COUNTY OWNED PROPERTY) RESOLUTION
6 PURSUANT TO ORS 271.330(2) (3)) AND ORDER
7 FOR SOCIAL SERVICES)
8

9 WHEREAS, ORS 271.330(2) authorizes the transfer of County property
10 for social services, providing for youth camping activities; and
11

12 WHEREAS, this parcel is leased to and currently used for youth activities
13 by Camp Kiwanilong Board Inc.; and
14

15 WHEREAS, the County deems it is in the best interest of the community to
16 continue the use of this property providing primarily for youth camping
17 activities with a reversion to Clatsop County if not so used; and
18

19 WHEREAS, the parcel is described in Exhibit "A", attached hereto and
20 incorporated herein by reference;
21

22 NOW THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the
23 Clatsop County Board of Commissioners transfer this property to Camp
24 Kiwanilong Board, Inc. and authorize the Chair to sign the Quitclaim Deed.
25

26
27 Dated this _____ day of December 2020
28

29 BOARD OF COUNTY COMMISSIONERS
30 FOR CLATSOP COUNTY, OREGON
31

32 _____
33 Kathleen Sullivan, Chair
34
35
36
37



P.O. Box 128 • Warrenton, OR 97146
503. 861.2933 Tax ID #93-0911789
campkiwanilongreservations@gmail.com

September 18, 2020

Clatsop County Board of Commissioners
800 Exchange Street, Suite 410
Astoria, OR 97103

Dear Commissioners,

It has come to the attention of the Camp Kiwanilong Board, Inc. that there may be some interest in transferring title to the Camp property from the County to the Camp Board. The Board is very interested in this idea so please accept this letter as our formal request to transfer ownership of the Camp Kiwanilong property to the Camp Kiwanilong Board, Inc.

The Board was formed over 40 years ago to fulfill our mission of preserving the camp and serving Clatsop County youth however the camp has been serving area youth since the 1930's. The Board entered into a long term (100 year) lease with the County in 2004. We feel this is a logical step for both the Camp and the County. It will be easier to receive grants from some agencies if we own the property. It will also remove a layer of oversight for the County relieving staff of approving maintenance tasks and other minor operations needed at Camp. We understand that this transference, should it happen, will come with a reversionary clause and that title will go back to the County should the Camp cease to exist or not fulfill its mission of serving area youth.

The lease agreement along with the legal description of the property is recorded in Clatsop County Records as instrument#200401524. Please Let me know if there is anything else we can do to help move this decision forward.

Thank you for your service and consideration.

Sincerely,

Neal E. Wallace
Board Member



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

GRANTEE:
Camp Kiwanilong Board Inc.
PO Box 128
Warrenton, OR 97146

QUITCLAIM DEED

CLATSOP COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to, **Camp Kiwanilong Board 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, primarily for youth summer programs and camp facility purposes and if not so used, the property shall automatically revert to Clatsop County. The property is described as follows:

LEGAL: Attached hereto and incorporated herein by reference in Exhibit "A"

ASSESSOR'S ACCT. NO. 81020-7181, 81029-1004, 1101, 1302 and 81029A-1500
ACCT. ID No. 50673,32474, 32476, 32479 & 32519
SITUS ADDRESS: 595 SW Ridge Road, Warrenton, OR

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.

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 **ZERO (\$0) 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 December 2020.

Kathleen Sullivan, Chair

STATE OF OREGON)
) ss.
County of Clatsop)

This Quitclaim Deed was acknowledged before me on this ____ day of December 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:

Camp Kiwanilong Board Inc.
PO Box 128
Warrenton, OR 97146

Legal Description:

Beginning at the Northeast corner of Long Lake Estates Subdivision as recorded in Town Plat Book 14, pages 50 and 51, Clatsop County Plat Records, said point bearing S89°33'59"W 385.02 feet from the Southeast corner of the William Hobson D.L.C. No. 42, in Section 20, Township 8 North, Range 10 West, Willamette Meridian, said point being the Initial Point of said Long Lake Estates and also being on the westerly right of way of Ridge Road, and being the **true point of beginning** of the parcel herein described;

Thence Westerly along the North line of said Long Lake Estates to the Easterly ordinary high water line of Long Lake;

Thence Southerly along the Easterly ordinary high water line of Long Lake to the South end of said lake;

Thence Northerly along the Westerly ordinary high water line of Long Lake to the Northeast corner of Lot 1 Long Lake Properties;

Thence Westerly along the North line of Lot 1 Long Lake Properties to the Northwest corner thereof;

Thence Southeasterly along the Westerly line of said Long Lake Properties Subdivision to a point that is 275 feet North (when measured at right angles) of its intersection with the North Right of Way of Delaura Beach Road;

Thence Westerly, parallel to said Delaura Beach Road to the East line of that roadway dedicated to the public by Clatsop County in Deed Book 357 page 505, Clatsop County Deed Records, and surveyed by Robert A. Hovden, County Surveyor and recorded as CS# 8753, Clatsop County Survey Records;

Thence Northerly along the East line of said public Road to its intersection with the South line of the William Hobson D.L.C. No. 42;

Thence Westerly along the Southern line of said Hobson D.L.C. to the Northwest corner of Partition Plat 1998-017, Clatsop County Plat Records;

Thence Southerly along the Westerly boundaries of Partition Plat 1998-017, Deed Book 728 page 526, and Lieneweber Lake Estates No. 3, to the intersection with the North line of that certain parcel conveyed to Guild by Clatsop County in Book 409 page 551, Clatsop County Deed Records;

Thence Westerly along said North line and the westerly extension thereof to the East line of that 100-foot strip commonly known as Burma Road and as described in Book 174, page 50, Clatsop County Deed Records;

Thence Northwesterly along the East line of said Burma Road to the South line of that tract of land described as Parcel 1, recorded in Book 230, Page 485, Clatsop County Deed Records;

Thence Northeasterly along the South line of said Parcel 1 to the Southwest corner of that tract of land described in Book 326 Page 185, Clatsop County Deed Records;

Thence Northeasterly along the South line of said Book and Page to the Northwest corner of that tract of land conveyed to Clatsop County by the State of Oregon and described in Book 873 Page 519, Clatsop County Deed Records;

Thence along the Westerly and Southerly boundaries of said County Parcel to a point that is 380 feet Westerly of (when measured at right angles) to Engineer's centerline station 184+65.27 of the Ridge Road;

Thence Easterly to a point on the Westerly Right of Way of said Ridge Road, opposite of and at right angles to said Engineer's centerline station;

Thence Southeasterly along the Westerly Right of Way of Ridge Road to the point of beginning.







Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 9, 2020

Issue/ Agenda Title:	Tourism Promotion Funds Distribution Agreement
Category:	Business Agenda
Prepared By:	Monica Steele, Assistant County Manager
Presented By:	Monica Steele, Assistant County Manager

Issues Before the Commission:	Tourism Promotion Funds Distribution Agreement
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Informational Summary:	<p>At the September 9, 2020 work session, the Board agreed that the funds collected through the county transient room tax that are to be used in accordance with statute for tourism promotion should be spent first to meet any departmental needs identified within the county to promote tourism activity; and then the remainder be distributed to the Lower Columbia Tourism Committee (LCTC) for work to be done by the Oregon's North Coast Marketing Coalition.</p>
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The agreement with LCTC states that the monies distributed will be used in accordance with ORS 320.300 to 320.350 and that the contractor agrees to:

- Conduct strategic planning and research necessary to stimulate future tourism development with a focus on shoulder seasons of Clatsop County;
- Advertise, publicize, and/or distribute information for the purpose of attracting and welcoming tourists throughout Clatsop County;
- Market special events and festivals designed to attract tourists county-wide;
- Provide an annual plan to the Board of County Commissioners on how these funds will be spent, in addition to the outcomes of how the prior year's funds were utilized.

In the current fiscal year there is \$94,160 budgeted to distribute. As previously stated staff will review with departments any known tourism promotion needs that a county department has and once these have been identified the remaining funds up to \$90,000 will be distributed per the proposed agreement.

Fiscal Impact: These funds are budgeted in the 2020-2021 FY.

Options to Consider:

1. Approve the proposed agreement with the Lower Columbia Tourism Committee for work to be done by the Oregon's North Coast Consortium to promote tourism within Clatsop County for an amount up to \$90,000.
2. Not approve the proposed agreement.

Staff Recommendation: Option #1

Recommended Motion:

"I move that the Board approve the proposed agreement and authorize the County Manager to sign with the Lower Columbia Tourism Committee for work to be done by the Oregon's North Coast Consortium in an amount up to \$90,000 to promote tourism within Clatsop County and authorize the County Manager to sign any contract amendments."

Attachment List

- A. Lower Columbia Tourism Committee – Non-Profit Funding Agreement
- B. Statutes on tourism

EXHIBIT “A”

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

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

(2) “Conference center” means a facility that:

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

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

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

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

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

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

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

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

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

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

(6) “Tourism” means economic activity resulting from tourists.

(7) “Tourism promotion” means any of the following activities:

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

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

(c) Operating tourism promotion agencies; and

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

(8) “Tourism promotion agency” includes:

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

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

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

(9) “Tourism-related facility” means:

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

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

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

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

(b) Includes an overnight stay.

(11) “Transient lodging” means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Fund city or county services; or

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

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

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

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

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

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

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

NON-PROFIT FUNDING AGREEMENT

This Agreement is made between date of execution and January 31, 2022, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter “**County**” and The Lower Columbia Tourism Committee (LCTC) an Oregon Not-for-Profit Corporation in good standing, hereinafter “**Non-Profit**” and for exclusive use by Oregon’s North Coast Marketing Coalition.

Recitals

County desires to fund Non-Profit’s provision of certain services for public benefit and Non-Profit desires to provide those services (“Services”) for public benefit. Such Services are described as:

In accordance with ORS 320.300 to 320.350 the contractor agrees to:

- Conduct strategic planning and research necessary to stimulate future tourism development with a focus on shoulder seasons of Clatsop County;
- Advertise, publicize, and/or distribute information for the purpose of attracting and welcoming tourists throughout Clatsop County;
- Market special events and festivals designed to attract tourists county-wide;
- Provide an annual plan to the Board of County Commissioners on how these funds will be spent, in addition to the outcomes of how the prior year’s funds were utilized.

NOW THEREFORE, the parties agree as follows:

1. Term. This Agreement shall be for work performed between the date of execution and January 31, 2022.

2. Services and Payment. The County will make a payment up to \$90,000 in January 2021 for services performed from January 1, 2021 to December 31, 2021. The County will make a second payment up to \$95,000 in January 2022 for services performed from January 1, 2022 to December 31, 2022. In the County’s own discretion, the County will adjust these payments based on the actual monies collected from transient room tax and if it wishes to utilize the funds in other means. This contract may be terminated by either party with ninety (90) days advance notice in writing. Termination does not change any obligation or right that accrues to either party before the termination. Upon termination or expiration of this contract, any funds paid by the County within the control of the Contractor shall be immediately returned to the County unless the Contractor can demonstrate to the County’s satisfaction that such funds have been utilized, promised, or are required for the payment of an existing legal obligation related to services provided by the Contractor under this contract.

3. Indemnity. Non-Profit shall indemnify and hold County harmless for any claim arising out of the provision of the Services. Non-Profit shall maintain liability insurance in an amount sufficient to satisfy the current Oregon Tort Claim Act limits, and shall name County as an additional insured on any policies.

4. Outcome Reporting. At the conclusion of the provision of the Services during the term of the Agreement, Non-Profit shall provide County with a report on the Services provided, including an explanation of how the funding was spent in addition to a plan on how future funds would be utilized.

5. General: (a) Funding for this Agreement is allocated by the Clatsop County Board of Commissioners. This Agreement may be terminated by County at any time and without any cause upon ninety (90) days written notice to the Non-Profit. (b) County may, in its sole discretion and upon ten (10) days written notice, unilaterally terminate or adjust any provisions of this Agreement to ensure quality performance of the Services. (c) Upon completion of the Agreement term, the Agreement shall terminate and Non-Profit shall have no right to renewal or expectation thereof. Any decision by County to renew an otherwise terminated contract for additional or extended period shall be in the sole and unfettered discretion of County.

County:

Don Bohn, County Manager

Non-Profit:



Executive Director

Name

Title

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 9, 2020

Issue/ Agenda Title:	Comprehensive Plan Update – Citizen Advisory Committee Appointments
Category:	Business Agenda
Prepared By:	Gail Henrikson, Community Development Director
Presented By:	Gail Henrikson, Community Development Director

Issues Before the Commission:	Appointment of Members to the Elsie-Jewell / Seaside Rural and Lewis and Clark Olney Wallooskee Citizen Advisory Committees
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Informational Summary:	EnterTextHere
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Fiscal Impact:	Clatsop County began its Comprehensive Plan Update process in February 2019 with a call for applicants to serve on one of the six citizen advisory committees (CAC):
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- Countywide CAC
- Clatsop Plains CAC
- Elsie-Jewell / Seaside Rural CAC
- Lewis & Clark Olney Wallooskee CAC
- Northeast CAC
- Southwest Coastal CAC

The Board appointed the original Citizen Advisory Committee members in March 2019. The CACs began meeting in June 2019 and worked through December 2019 to complete their review of Goals 1-4.

Since February 2019, the Board of Commissioners has appointed additional members to the various citizen advisory committees, as current members resigned, or specific committees have recommended expansion to include representatives from specific organizations such as the Chinook Indian Nation and Camp Rilea. Additional appointments by the Board occurred in October 2019 and March 2020.

Following the onset of the coronavirus pandemic, the Citizen Advisory Committees restarted their meetings, via GoTo Meeting, in June 2020. Since recommencing the comprehensive plan update process, several committee members have tendered their resignations, or have failed to attend more than three meetings without an excused absence. This has

significantly impacted several committees, most noticeably the Elsie-Jewell / Seaside Rural and Lewis and Clark Olney Wallooskee committees.

In September 2020, staff issued a call for applicants, with a specific emphasis on representatives for the two planning areas noted above. The notice was issued on September 14 with an application deadline of October 16, 2020. The notice was sent out to radio and newspaper outlets; posted on the county's website and the Community Development Facebook page; forwarded to all members of the Citizen Advisory Committees and the Planning Commission and also to Consejo Hispano. As of 4:00 p.m., Friday, October 16, a total of six applications had been received:

APPLICANT NAME	PLANNING AREA OF HOME ADDRESS	COMMISSIONER DISTRICT
DON ABING	Incorporated City	District 3 Comm. Wev
JODY ABING	Incorporated City	District 3 Comm. Wev
SUSANNA GLADWIN	Elsie-Jewell	District 5 Comm. Thompson
TIFFANY HALL	Lewis and Clark Olney Wallooskee	District 3 Comm. Wev
PAT O'GRADY	Lewis and Clark Olney Wallooskee	District 3 Comm. Wev
HERB OLSTEDT	Elsie-Jewell	District 5 Comm. Thompson

As noted on the email from Don Abing, the Cultural Committee of the Chinook Indian Nation has deemed it appropriate for both Mr. Abing and his wife, Jody Abing, to be part of both Citizen Advisory Committees as it involves territory that held Clatsop Chinook People. Mr. Abing was previously appointed to the Clatsop Plains Citizen Advisory Committee in March 2020.

At its November 4, 2020, work session, the Board consensus was that staff would reissue a call for additional applicants in January 2021.

Options to Consider:

1. Appointment members to the Elsie-Jewell / Seaside Rural and the Lewis and Clark Olney Wallooskee Citizen Advisory Committees.
2. Do not appointment members to the Elsie-Jewell / Seaside Rural and the Lewis and Clark Olney Wallooskee Citizen Advisory Committees.

Staff Recommendation: Option #1

Recommended Motion:

"I move that the Board Chair appoint Don Abing, Jody Abing, Susanna Gladwin, and Herb Olstedt to the Elsie-Jewell / Seaside Rural Citizen Advisory Committee and appoint Don Abing, Jody Abing, Tiffany Hall and Pat O'Grady to the Lewis and Clark Olney Wallooskee Citizen Advisory Committee."

Attachment List

- A. List of resignations and absences
- B. List of current Citizen Advisory Committee members
- C. September 2020 Call for Applicants
- D. Applications

EXHIBIT A

List of Resignations and Absences

CAC RESIGNATIONS/ABSENCES - 10/20/20

MEMBER NAME	STATUS	COMMISSIONER DISTRICT
CLATSOP PLAINS CAC		
Jerri Myers	Resigned	District 5 Commissioner Thompson
Johnson, Phillip	More than 3 unexcused absences	District 2 Commissioner Nebeker
ELSIE-JEWELL / SEASIDE RURAL CAC		
Virginia Edwards	Resigned	District 5 Commissioner Thompson
Brady Girt	More than 3 unexcused absences	District 5 Commissioner Thompson
Brian Lippy	Resigned	District 5 Commissioner Thompson
Ron Weber	Resigned	District 5 Commissioner Thompson
LEWIS AND CLARK OLNEY WALLOOSKEE		
Paula Bue	Resigned	District 3 Commissioner Wev
James Coughlin	Resigned	District 3 Commissioner Wev
Frank Mansfield	Resigned	District 3 Commissioner Wev

EXHIBIT B

List of Current Citizen Advisory Committee Members

CITIZEN ADVISORY COMMITTEES - 10/20/20	
MEMBER NAME	COMMISSIONER DISTRICT
CLATSOP PLAINS CAC	
Heintz, Diane	District 2 Commissioner Nebeker
Kemhus, Mary (Chair)	District 5 Commissioner Thompson
Abing, Devon	District 1 Commissioner Kujala
Abing, Don	683 39th Street Astoria, OR 97103
Johnson, Phillip	District 2 Commissioner Nebeker
Pincetich, Maria	District 2 Commissioner Nebeker
Stricklin, Robert	District 2 Commissioner Nebeker
NORTHEAST CAC	
Huckestein, Kelly	District 4 Commissioner Sullivan
Johnson, Cheryl	District 4 Commissioner Sullivan
Rasmussen, Jennifer (Chair)	District 4 Commissioner Sullivan
Rohne, Dirk	District 4 Commissioner Sullivan
Spiller, Tallie (Vice-Chair)	District 4 Commissioner Sullivan
ELSIE-JEWELL / SEASIDE RURAL CAC	
Birmingham, Pam	District 5 Commissioner Thompson
Moore, Connie	District 5 Commissioner Thompson
SOUTHWEST COASTAL	
Anderson, Christian	District 5 Commissioner Thompson
Dice, Charles (Chair)	District 5 Commissioner Thompson
Eyerman, Linda	District 5 Commissioner Thompson
Lundy, Theodore	District 5 Commissioner Thompson
Minnick, Margaret	District 5 Commissioner Thompson
LEWIS AND CLARK OLNEY WALLOOSKEE	
Magyar, Michael	District 3 Commissioner Wev
Mazzarella, Andrea	District 3 Commissioner Wev
Neikes, James	District 3 Commissioner Wev
COUNTYWIDE CITIZEN ADVISORY COMMITTEE	
Alegria, Jim	District 3 Commissioner Wev
Corcoran, Patrick	District 1 Commissioner Kujala
Davis, Andrew (Chair)	District 1 Commissioner Kujala
Gable, Harold	District 2 Commissioner Nebeker
Mitchell, Jan (Vice-Chair)	District 1 Commissioner Kujala
	Countywide CAC Liaison

Agenda Item #20.

EXHIBIT C

September 2020 Call for Applicants



Clatsop County

Community Development – Planning

800 Exchange St., Suite 100
Astoria, OR 97103
(503) 325-8611 phone
(503) 338-3606 fax
www.co.clatsop.or.us

Applications Invited for Clatsop County Comprehensive Plan Citizen Advisory Committees

Clatsop County is accepting applications for representatives on the **Lewis and Clark Olney Wallooskee** and **Elsie-Jewell / Seaside Rural** Planning Area Citizen Advisory Committees as part of a 33-month project to update the County's six Community Plans and the Comprehensive Plan. We're looking for County residents, property owners, business owners and/or employees from the Lewis and Clark Olney Wallooskee, Elsie-Jewell, or Seaside Rural areas of the County to join representatives from other County boards and commissions in recruiting stakeholder input, advising staff and providing recommendations regarding the update of Clatsop County's guiding planning documents. The Lewis and Clark Olney Wallooskee, Elsie-Jewell and Seaside Rural planning areas are shown on the attached map.

The Comprehensive Plan represents the long-term land use vision for the unincorporated areas of the County and sets planning policies that guide County actions regarding land use, recreational amenities, transportation networks, farm and forest lands, natural resources, housing and other aspects of the County's work, with a goal of making Clatsop County a resilient and sustainable place. This project will be the first complete update of the County's Comprehensive Plan since its original adoption in 1979.

The Lewis and Clark Olney Wallooskee and Elsie-Jewell / Seaside Rural Citizen Advisory Committees are specific to the Comprehensive Plan Update and will meet monthly only until the goals and policies in the updated plan and the Lewis and Clark Olney Wallooskee, Elsie-Jewell and Seaside Rural community plans are adopted by the Clatsop County Board of Commissioners, anticipated in mid-2023.

The Citizen Committee Application form is available from the County Manager's office at 800 Exchange St., Suite 410, Astoria, OR, or at <https://www.co.clatsop.or.us/county/page/committee-vacancies>.

**The deadline to apply is 4:00 p.m.,
Friday, October 16, 2020**

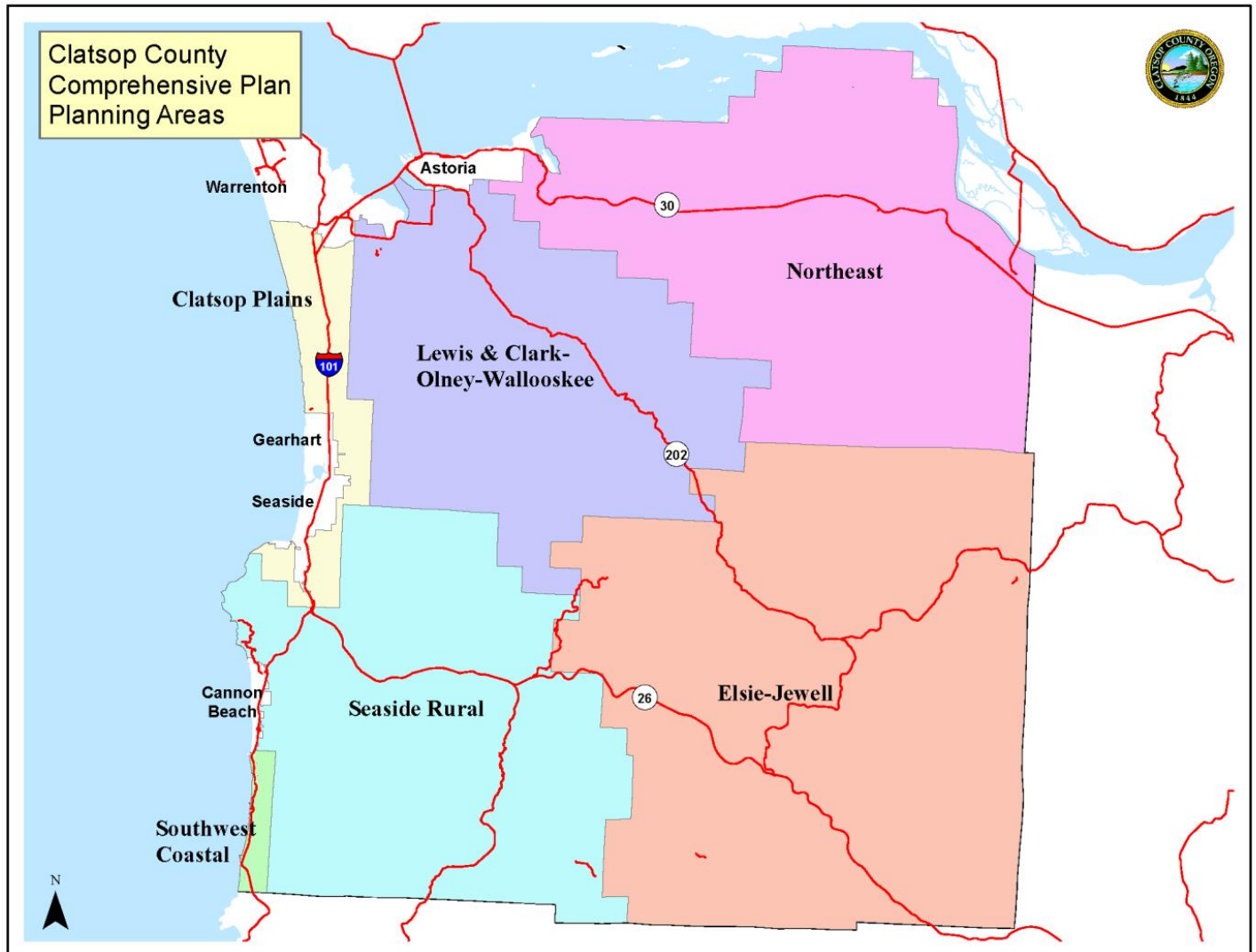
For project information and updates, visit us on the web!
www.co.clatsop.or.us/landuse/page/comprehensive-plan-update
www.facebook.com/ClatsopCD



Clatsop County

Community Development – Planning

800 Exchange St., Suite 100
Astoria, OR 97103
(503) 325-8611 phone
(503) 338-3606 fax
www.co.clatsop.or.us



For project information and updates, visit us on the web!
www.co.clatsop.or.us/landuse/page/comprehensive-plan-update
www.facebook.com/ClatsopCD

EXHIBIT D

Applications

Gail Henrikson

From: dioniscio abing <dya21rainlander@hotmail.com>
Sent: Thursday, September 24, 2020 4:15 PM
To: Gail Henrikson; 'ghenrkson@co.clatsop.or.us'
Subject: Re: Call for CAC Applicants - Lewis & Clark Olney Wallooskee, Elsie-Jewell, Seaside Rural

Hello Gail,

I ran this invitation with our Cultural Committee and it will be appropriate for my wife Jody and me to be part of this Committee since it involves territory that held Clatsop Chinook People.

When we were discussing the Driskill slough area next to highway 30, in Goal 5, we were already outside our Clatsop Plains. As you well know, Chinook cannot and will not separate itself from our Columbian White Tail Deer.

Unless, we hear differently, we will be applying to join this Committee in order to provide voices for areas in Clatsop Territory not already covered under the Plains area.

For All that is Chinook,
Don and Jody Abing
Chinook Cultural Committee
Chinook Indian Nation

Get [Outlook for Android](#)

From: Gail Henrikson <ghenrikson@co.clatsop.or.us>
Sent: Monday, September 14, 2020 5:07:26 PM
To: 'ghenrkson@co.clatsop.or.us' <ghenrkson@co.clatsop.or.us>
Cc: Julia Decker <JDecker@co.clatsop.or.us>; Ian Sisson <isisson@co.clatsop.or.us>; Victoria Sage <vsage@co.clatsop.or.us>
Subject: RE: Call for CAC Applicants - Lewis & Clark Olney Wallooskee, Elsie-Jewell, Seaside Rural

Apologies. The link to the applications was incorrect. Here is the correct link:
<https://www.co.clatsop.or.us/county/page/committee-vacancies>

From: Gail Henrikson
Sent: Monday, September 14, 2020 3:53 PM
To: Gail Henrikson <ghenrikson@co.clatsop.or.us>
Cc: Julia Decker <JDecker@co.clatsop.or.us>; Ian Sisson <isisson@co.clatsop.or.us>; Victoria Sage <vsage@co.clatsop.or.us>
Subject: Call for CAC Applicants - Lewis & Clark Olney Wallooskee, Elsie-Jewell, Seaside Rural

Good afternoon, everyone.

Please see the attached announcement. The deadline to submit an application is 4PM, Friday, October 16. Application forms can be found [here](#).

Please forward to any and all who might be interested.

COMMITTEE, BOARD OR COMMISSION APPLICATION
CLATSOP COUNTY

Date: 10/15/2020

Name Susana Gladwin

Mailing Address 82316 Hwy 103

City Searside, OR 97138

Street Address: 82316 Hwy 103

susanagladwin
Email: @yahoo.com

Home Telephone: 503 755-2529 Other Telephone: 503 791-0097
☐ work ☒ cell phone)

Current Occupation: farmer, Timber Owner, land lord

Years Resident of County: 49

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. Citizens advisory committee, Elsie-Jewell,
Searside - rural
2. _____
3. _____

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

BA from Catholic University, Wash. DC.
In 1971 I bought 112~~0~~ acres in Jewell, OR.
80 are in Timber, 20 that had been
burnt & then replanted in 1972, and 12
in a field bordering the Nehalem River.
In the last 48 years I have studied

forestry & riparian issues.
I served on the planning commission
4 yrs.

Please complete other side →

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

I attended meetings in the 1970's at Jewell School when the State of Oregon was reaching out for public input on the Comprehensive Plan as it was being developed. Many people around the country have admired the way Oregon protects it's resources with it's Comprehensive Plan. I would like to be a part of Clatsop County efforts in updating the Plan.

(When I served on the Planning Comm. I was late a few times and missed roll call. I never missed a meeting without an unexcused absence.)



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

COMMITTEE, BOARD OR COMMISSION APPLICATION
CLATSOP COUNTY

Date: 9/15/20

Name Tiffany Hail

Mailing Address 35126 Boman Ln.

City Astoria OR 97103

Street Address: 35126 Boman Ln Email: tffnyhll@gmail.com

Home Telephone: _____ Other Telephone: 503 791 9909
☐ work ☒ cell phone)

Current Occupation: Teacher

Years Resident of County: 8

Do you live within the city limits: ☐ Yes ☒ No

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

?
Lewis & Clark

Committee, Board of Commission Applied for:

1. _____
2. _____
3. _____

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

Undergrad in Geography: I took a class in hazards which worked with mapping for natural disasters. I worked as an apprentice for one year with a commercial appraiser doing research of large commercial properties

Please complete other side →

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

I'm very interested in planning & making sure there are diverse perspectives is important to having a plan that is thoughtful and works for everyone. I hope my perspective as a member of this community and someone who has lived in many states and outside this country will give a unique perspective.


Signature

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

**COMMITTEE, BOARD OR COMMISSION APPLICATION
CLATSOP COUNTY**

Date: 10-14-2020

Pat O'Grady

Name

90455 Peter Johnson Rd

Mailing Address

Astoria, Oregon 97103

City

Street Address: 90455 Peter Johnson Rd

Email: pat@warrauto.com

Home Telephone: 503-325-4513

Other Telephone: 503-791-5235 Lev. mess.

☐ work ☒ cell phone)

Current Occupation: Longshoreman

Years Resident of County: 40 Year

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. Citizen Committee

2. _____

3. _____

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

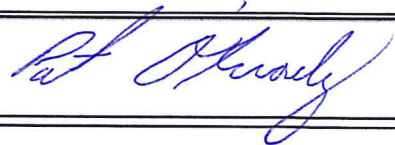
High School Grad. Associates deg in Automotive Industrie, Small Bussiness owner for over 18 year (Warrenton Auto & Marine Repair) Clatsop County Commission on Children & family for 5 years, City of Warrenton Business Association for 10 Years, City of Warrenton Hammond Marina Task Force, Oregon/Washington Fish & Wildlife Alocation Committee, Clatsop County Dive Team, Clatsop County Road District Advisory Committee, Past on the Clatsop County Planning Commision.

Please complete other side →

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

I would like to help out the Commission and County on current recommendations and future ones. I can carefully agree and disagree with people in a polite manner. I can help and advise with my own thoughts and use other persons input. It would be a great time to help out with the Countys current issues and future ones that come along!

Pat O'Grady



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

COMMITTEE, BOARD OR COMMISSION APPLICATION
CLATSOP COUNTY

Date: 10-15-20

Herbert D. Olstedt
Name

42179 Tweedle Lane
Mailing Address

Seaside, Ore 97138
City

Street Address: Same Email: hooandbo2002@yahoo.com

Home Telephone: 503-755-2533 Other Telephone: ~~503~~ 503-440-3883
☐ work ☒ cell phone)

Current Occupation: Self-employed Logger

Years Resident of County: 67

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:

ELSIE-JEWELL

1. CLATSOP County Comprehensive Plan

2. _____

3. _____

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

Graduate Jewell High School class of '71.

Some college at Pacific U. Forest Grove

Logging industry since 1972

professional logger and Sustained Forestry ~~and~~ trained
and accredited

Please complete other side →

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

I am very interested in protecting the way of life in rural Clatsop County. My family has lived and worked here since the 1880's.

I have much experience at protecting buffer strips and riparian zones and watersheds. I fully believe in protecting these resources and have much experience in doing so in my logging career.

I have been trained in these areas from the Associated Oregon Loggers and Sustained Forestry ~~Instituted~~ (SFI), and Oregon Forest ~~Act~~ Practices Act.

With the years of experience and family history in Clatsop County, I think I would be a good member of your Committee.

Harold D. Oletat

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

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

December 9, 2020

Issue/ Agenda Title:	CARES Funding Authorization
Category:	Business Agenda
Prepared By:	Monica Steele, Assistant County Manager
Presented By:	Monica Steele, Assistant County Manager

Issues Before the Commission:	Approve the State CARES Grant Agreement, the recommended CARES funding distribution and the corresponding budget and appropriation adjustments as required by ORS 294.338(2)
--------------------------------------	--

Informational Summary:	<p>The ongoing impacts of COVID – 19 continue to be seen in a variety of ways throughout the country, state, and Clatsop County.</p> <p>The State is distributing \$852,864 to Clatsop County in grant funds to then be distributed to businesses that meet the following requirements per the grant agreement:</p>
-------------------------------	---

Eligibility:

Minimum eligibility requirements; only one application may be made per business:

1. The business is headquartered in Oregon and has its principal operations in Oregon.
2. If required by Oregon law to be registered with the Oregon Secretary of State to do business in Oregon, the business is so registered.
3. The business is either for-profit or an entity tax-exempt under section 501(c)(3) of the Internal Revenue Code.
4. The business was adversely affected in either one of the following two ways:
 - a. The business was prohibited from operating as directed by Executive Orders 20-12 or 20-65.
 - b. The business can demonstrate a one-month decline in sales of 25% or more, incurred by the COVID-19 pandemic, between March 1, 2020 and November 30, 2020, as compared against the same period of time in 2019.

The following businesses are **ineligible** to apply for or receive funding under the Program:

1. Passive real estate holding companies and entities holding passive investments.
2. Non-profit entities that do not have federal 501(c)(3) status.
3. Businesses that experience a decline in revenues for reasons other than those caused by the COVID-19 pandemic (e.g. seasonal or cyclical businesses cycles).
4. Businesses that are delinquent on federal, state or local taxes that were due on or before the date of application.
5. Businesses that do not comply with all federal, state and local laws and regulations.
6. Businesses that have closed and do not intend to reopen.

Other items to note

- 501(c)(6) entities are eligible for counties to contract with to distribute funds but not eligible to receive funds
- These funds are not allowable to supplant previous funds local governments have stood up prior to this one
- Administrative funds associated with county distribution of funds are not allowable. Administrative costs if contracted for distribution are allowed as part of that contract.

Staff is recommending that these funds be passed through to Clatsop Economic Development Resources (CEDR) to distribute on behalf of the county to qualifying businesses. CEDR has been actively distributing CARES grant funds and has a process in place to ensure that the eligibility requirements are met and that the funds can be distributed by the December 30, 2020 deadline.

Fiscal Impact: \$852,864 – to be reimbursed through CARES Funding.

Options to Consider:

1. Approve the State CARES Grant Agreement, the recommended CARES funding distribution and the corresponding budget and appropriation adjustments as required by ORS 294.338(2) as presented to the Board and authorize the County Manager to sign the state grant funding and contractual agreement with CEDR and any amendments.
2. Approve the State CARES Grant Agreement, the recommended CARES funding distribution and the corresponding budget and appropriation adjustments as required by ORS 294.338(2) as presented to the Board and authorize the County Manager to sign the grant funding and contractual agreements and any amendments with adjustments made by the Board and authorize the County Manager to sign the grant funding agreements and contractual agreement with CEDR and any amendments.
3. Not approve.

Staff Recommendation: Option #1

Recommended Motion:

4. *"I move that the Board approve the State CARES Grant Agreement, the recommended CARES funding distribution and the corresponding budget and appropriation adjustments as required by ORS 294.338(2) as presented to the Board and authorize the County Manager to sign the state grant funding and contractual agreement with CEDR and any amendments."*

Attachment List

- A. Appropriations R&O – Cares Funding
- B. Schedule A – Budget Adjustment
- C. State Grant Agreement #2519 – Exhibit A
- D. Personal/ Professional Services Agreement – CEDR – Exhibit B

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 expenditure of specific purpose)
unanticipated grant revenue per ORS 294.338)

RESOLUTION AND ORDER

It appearing to the Board that there is a need to make adjustments in the fiscal year 2020-2021 budget by authorizing expenditure of specific purpose unanticipated grant revenue per ORS 294.338(2).

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

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

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

ADOPTED AND APPROPRIATED this 9th Day of December 2020.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Kathleen Sullivan, Chair

Page 1 of 1 - RESOLUTION AND ORDER

Schedule A

2020-21 Budget Adjustments

I. ADJUSTMENTS INVOLVING EXPENDITURE OF UNANTICIPATED SPECIFIC PURPOSE GRANT REVENUE

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Special Projects – 100/2000/82-2471	\$852,864	
Special Projects – 100/2000/81-5230	\$852,864	

Comment: This adjustment is for the reimbursement of expenses incurred or for expenses that will be incurred by December 30, 2020. These expenses will be reimbursed through CARES funding and are further clarified as follows:

- Business COVID – 19 Grant: Contribution of \$852,864; these grant funds will be distributed to CEDR who in turn through an application process will distribute the funds in accordance with State Grant Agreement #2519 to eligible businesses.

STATE OF OREGON GRANT AGREEMENT

Grant No. 2519

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Administrative Services (“Agency”) and Clatsop County (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and as allocated to Agency by the Oregon Emergency Board, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

Section 5001 of the CARES Act provides funds to state, local and tribal governments through the Coronavirus Relief Fund to be used for expenditures incurred due to COVID-19 during the period of March 1, 2020 through December 30, 2020 (the “Performance Period”). This Grant governs the disbursement of funds from the Coronavirus Relief Fund to Grantee for the Performance Period to reimburse the costs of the activities described in Exhibit A.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of March 1, 2020 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on December 30, 2020.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Gerold Floyd
Department of Administrative Services
Attention: Coronavirus Relief Fund
155 Cottage Street NE, Salem, OR 97301
Phone: 503-378-2709
Email: CoronavirusReliefFund@Oregon.gov

4.2 Grantee's Grant Manager is:

Name: Monica Steele
Address: 800 Exchange, Suite 400, Astoria, OR 97103
Phone: 503-338-3609
Email: msteele@co.clatsop.or.us

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

To receive funds under this Grant, Grantee must perform the project activities set forth in Exhibit A (the "Project"), attached hereto and incorporated in this Grant by this reference, during the Performance Period.

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to an amount not to exceed \$852,864.00 (the "Grant Funds") for eligible Project costs incurred during the Performance Period. Agency will pay the Grant Funds from monies available through the Coronavirus Relief Fund ("Funding Source").

SECTION 7: DISBURSEMENT GENERALLY

- 7.1 Disbursement.** Agency will disburse Grant Funds to Grantee in a single disbursement within five business days of the Executed Date.
- 7.2 Conditions Precedent to Disbursement.** Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:
- 7.2.1** Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
 - 7.2.2** No default as described in Section 13 has occurred; and
 - 7.2.3** Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, funds received pursuant to this Grant are not used for expenditures for which a local government entity has received any other supplemental funding (whether state,

federal or private in nature) for that same expense unless otherwise authorized by Agency in writing.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 **Organization/Authority.** Grantee represents and warrants to Agency that:

- 8.1.1 Grantee is a local government duly organized and validly existing;
- 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
- 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 **False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 14, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

8.3 **No limitation.** 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 Grantee.

SECTION 9: INDEMNITY/LIABILITY

9.1 **Indemnity.** Subject to the limitations of Article XI, § 10, of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section).

- 9.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 9.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability 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 Grant in accordance with its terms.

SECTION 10: INSURANCE

As a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B; or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B; or (iii) a combination of any or all of the foregoing.

SECTION 11: GOVERNING LAW, JURISDICTION

This Grant is 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 Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must 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 will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may 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. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 12: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. 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. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 13: DEFAULT

13.1 Grantee. Grantee will be in default under this Grant upon the occurrence of any of the following events:

13.1.1 Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;

13.1.2 Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or

13.1.3 A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

13.2 Agency. Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 14: REMEDIES

14.1 Agency Remedies. In the event Grantee is in default under Section 13.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 16.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 15 of this Grant or setoff,

or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

- 14.2 Grantee Remedies.** In the event Agency is in default under Section 13.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 15: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 15.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 15.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 15.3** Any Grant Funds determined by Agency or the U.S. Department of the Treasury to be spent for purposes other than allowable Project activities; or
- 15.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 16: TERMINATION

- 16.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 16.2 By Agency.** Agency may terminate this Grant as follows:
- 16.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
- 16.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
- 16.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted by a court in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 16.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

16.3 By Grantee. Grantee may terminate this Grant as follows:

- 16.3.1** Immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
- 16.3.2** Immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted by a court in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
- 16.3.3** Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

SECTION 17: MISCELLANEOUS

- 17.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 17.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant 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 Agency.
- 17.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 17.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. 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.
- 17.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 9, 11, 12, 14, 15 and subsections 17.5 and 17.13 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 17.6 Severability.** The Parties agree if any term or provision of this Grant 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 Grant did not contain the particular term or provision held to be invalid.

- 17.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 17.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 17.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant 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 Grant.
- 17.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 17.11 Contracts and Subgrants.** Grantee may enter into contracts or subgrants for any of the Project activities required of Grantee under this Grant, however Grantee is required to communicate subgrantee information to Agency in such a manner and timing as prescribed by Agency that Agency considers necessary to fulfill its federal reporting obligations.
- 17.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 17.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency 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. Grantee must 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 Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 17.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this

Grant.

17.15 Grant Documents. This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit A (The Project)
- Exhibit C (Federal Terms and Conditions)
- Exhibit B (Insurance)
- Exhibit D (Federal Award Identification)
- Exhibit E (Equity in Grant Access)

17.16 Merger, Waiver. This Grant 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 Grant. No waiver or consent under this Grant 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.

17.17 Real Property. If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, and if such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Grant Funds provided by section 601(d) of the Social Security Act.

The signatures of the parties follow on the next page.

SECTION 18: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

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

STATE OF OREGON acting by and through its Department of Administrative Services

By: _____
Name, Title

Date

Clatsop County

By: _____
Authorized Signature

Date

Printed Name

Title

93-6002287
Federal Tax ID Number

118455844
DUNS Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Samuel B. Zeigler
Senior Assistant Attorney General
Oregon Department of Justice

by email dated 11/24/2020
Date

EXHIBIT A THE PROJECT

SECTION I. PROJECT DESCRIPTION

Subject to the eligibility requirements of 42 U.S.C. § 801 and any implementation guidance from the U.S. Department of the Treasury, including, without limitation, the guidance identified in Section II below, Grantee will use the Grant Funds to disburse grants to businesses as described more particularly in this Exhibit A and Exhibit E. Grantee represents and warrants that the Grant Funds will be used only to cover those costs of business subgrantees that (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in Grantee's budget most recently approved as of March 27, 2020; and (3) were, or are, incurred during the Performance Period. Grantee may not use any Grant Funds to prepay or otherwise cover Grantee-mandated business fees before awarding a grant to an eligible business.

Grantee will disburse Grant Funds only to businesses that meet all of the following minimum **eligibility** requirements; only one application may be submitted per business:

1. The business is headquartered in Oregon and has its principal operations in Oregon.
2. If required by Oregon law to be registered with the Oregon Secretary of State to do business in Oregon, the business is so registered.
3. The business is either for-profit or an entity tax-exempt under section 501(c)(3) of the Internal Revenue Code.
4. During the Performance Period, the business incurred necessary expenditures due to the COVID-19 public health emergency.

The following businesses are **ineligible** to apply for or receive funding under the Program:

1. Passive real estate holding companies and entities holding passive investments.
2. Non-profit entities that do not have federal 501(c)(3) status.
3. Businesses that experience a decline in revenues for reasons other than those caused by the COVID-19 pandemic (e.g. seasonal or cyclical businesses cycles).
4. Businesses that are delinquent on federal, state or local taxes that were due on or before the date of application.
5. Businesses that do not comply with all federal, state and local laws and regulations.
6. Businesses that have closed and do not intend to reopen.

Award Amount

Grantee's grant awards to eligible businesses shall be in amounts determined by Grantee.

Program Access

Agency intends that the Grant Funds are made accessible to all Oregonians. Accordingly, Agency strongly encourages Grantee to market its grant program and seek subgrantees based on the recommendations set forth in Exhibit E, Equity in Grant Access.

SECTION II. U.S. Treasury Guidelines and Answers to FAQs

Agency will disburse Grant Funds only for eligible costs incurred by Grantee for the Performance Period and 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>

Direct Administrative Costs Allowed. Grantee's administrative costs directly attributable to the administration of its grant program funded by this Grant can be reimbursed or otherwise paid with Grant Funds. Such direct administrative costs shall not exceed 5% of the Grant Funds awarded under this Grant.

Indirect Costs Not Allowed. In accordance with U.S. Treasury guidance, Grantee shall not reimburse or otherwise pay any of its indirect costs with Grant Funds. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency.

SECTION III. REPORTING REQUIREMENTS

No later than January 5, 2021, Grantee shall provide Agency a final report on the following:

1. Total use of Grant Funds;
2. Total number of applicants and beneficiaries; and
3. For each beneficiary that Grantee awards a grant:
 - a. A short description of the beneficiary's business, including business entity type, industry, number of employees and length of operating history; and
 - b. The demographic information reported on the voluntary demographic questionnaire by owners of each beneficiary business.

Additionally, no later than January 5, 2021, for the period October 1, 2020 to December 30, 2020, Grantee shall report the following information, as applicable, to Agency:

- a. Amount spent on administrative expenses;
- b. Amount spent on budgeted personnel and services diverted to a substantially different use;
- c. Amount spent to COVID-19 testing and contract tracing;
- d. Amount spent on economic support (other than small business, housing, and food assistance);
- e. Amount spent on expenses associated with the issuance of tax anticipation notes;
- f. Amount spent on facilitating distance learning;
- g. Amount spent on food programs;
- h. Amount spent on housing support;
- i. Amount spent to improve telework capabilities of public employees;
- j. Amount spent on medical expenses;

- k. Amount spent on nursing home assistance;
- l. Amount spent on payroll for public health and safety employees;
- m. Amount spent on personal protective equipment;
- n. Amount spent on public health expenses;
- o. Amount spent on small business assistance;
- p. Amount spent on unemployment benefits;
- q. Amount spent on workers' compensation;
- r. Amount spent on items not listed above; and
- s. The primary place of performance of this Project.

The requirements of this Section III survive termination of this Grant.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first-tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first-tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION

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

COMMERCIAL GENERAL LIABILITY

☒ Required ☐ Not required

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

AUTOMOBILE LIABILITY INSURANCE

☒ Required ☐ Not required

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use

of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

☐ Required ☒ Not required

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee's contractors, subgrantees, agents, officers or employees in an amount not less than \$_____ per claim. Annual aggregate limit may not be less than \$_____. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY

☐ Required ☒ Not required

Grantee must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which Grantee (or its business associates, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$_____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment card data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

POLLUTION LIABILITY

☐ Required ☒ Not required

Pollution liability insurance covering Grantee's or appropriate contractor or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related cleanup costs incurred by Grantee, all arising out of the Project activities (including transportation risk) performed under this Grant is required. Combined single limit per occurrence may not be less than \$_____. Annual aggregate limit may not be less than \$_____.

An endorsement to the commercial general liability or automobile liability policy, covering Grantee's, contractor, or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related clean-up costs incurred by Grantee that arise from the Project activities (including transportation risk) performed by Grantee under this Grant is also acceptable.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY

☐ Required ☒ Not required

Directors, officers and organization liability insurance covering the Grantee's organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than \$_____ per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND

☐ Required ☒ Not required

Employee dishonesty or fidelity bond covering loss of money, securities and property caused by dishonest acts of Grantee's employees. Coverage limits may not be less than \$_____.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

☐ Required ☒ Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees ("Covered Entity") is responsible including but not limited to any Covered Entity's employees and volunteers. Policy endorsement's definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$_____ per occurrence. Any annual aggregate limit may not be less than \$_____. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

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

ADDITIONAL INSURED

All liability insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, iii) the expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

If Grantee is self-insured for any of the Insurance Requirements specified in Exhibit B of this Agreement, Grantee may so indicate by submitting a certificate of insurance as required in this Exhibit B.

At Agency's request, Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: CoronavirusReliefFund@oregon.gov or by mail to: Department of Administrative Services, Attention: Coronavirus Relief Fund, 155 Cottage Street NE, Salem, OR, 97301 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

EXHIBIT C

FEDERAL TERMS AND CONDITIONS

1. FEDERAL FUNDS

- 1.1. 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.

- 1.2. In accordance with the Chief Financial Office's Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

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

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

2. FEDERAL PROVISIONS

- 2.1. The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.
- 2.2. 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.
- 2.3. 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.
- 2.4. 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.

If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to DAS.

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 §§ 200.500 *et seq.*

i. Contractor 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 Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor 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. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor 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.

3. ADDITIONAL FEDERAL REQUIREMENTS

None.

EXHIBIT D

FEDERAL AWARD IDENTIFICATION

(Required by 2 CFR 200.331(a))

(i) Grantee Name: <i>(must match DUNS registration)</i>	Clatsop County
(ii) Grantee's DUNS number:	118455844
(iii) Federal Award Identification Number (FAIN):	
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	March 27, 2020
(v) Grant period of performance start and end dates:	Start: March 1, 2020 End: December 30, 2020
(vi) Total amount of federal funds obligated by this Grant:	\$852,864.00
(vii) Total amount of federal funds obligated to Grantee by Agency, including this Grant:	\$2,635,650.59
(viii) Total Amount of Federal Award committed to Grantee by Agency: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	\$2,635,650.59
(ix) Federal award project description:	Coronavirus Relief Fund
(x)	
a. Federal awarding agency:	U.S. Department of the Treasury
b. Name of pass-through entity:	Oregon Department of Administrative Services
c. Contact information for awarding official of pass-through entity:	Gerold Floyd, CoronavirusReliefFund@Oregon.gov
(xi) CFDA number, name, and amount:	Number: 21.019 Name: Coronavirus Relief Fund Amount: \$1,388,506,837.10
(xii) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiii) Indirect cost rate:	Not allowed per U.S. Treasury guidance
(xiv) Is the 10% de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

EXHIBIT E

EQUITY IN GRANT ACCESS

Agency intends that the Grant Funds be made accessible to all Oregonians, including members of historically underserved population groups (including, but not limited to, Asian, Pacific Islander, Black, Hispanic, Native American, Indigenous, members of Tribes and women).

Accordingly, Agency strongly encourages Grantee to implement its grant program so that it targets one or more of the following types of businesses:

- a. Businesses with less than 100 employees
- b. Businesses within rural areas
- c. Businesses that identify as minority-owned, women-owned, service-disabled veteran-owned, and emerging small businesses
- d. Nonprofit business entities owned by Black, Indigenous, Asian Pacific Islander and all other People of Color and/or women (or eligible nonprofits primarily serving these communities)

MARKETING AND OUTREACH

Additionally, Agency strongly encourages Grantee to conduct a robust marketing program that reaches out locally to businesses by:

- Utilizing program marketing and application materials provided by Agency and, when feasible, make such materials available in languages that are representative of the local population.
- Conducting a stepped marketing program that reaches out and markets to members of historically underserved population groups in advance of marketing to the general public. Attached to this Exhibit as Attachment 1 is a contact list of culturally specific organizations that are available to help Grantee implement its stepped marketing program. Agency encourages Grantee to contact and partner with one or more of these organizations in its marketing efforts.
- Using the State of Oregon's "Equity Framework in COVID-19 Response and Recovery" as a guide in the design of Grantee's grant program:
https://www.oregon.gov/gov/policy/Documents/EquityFrameworkCovid19_2020.pdf.

Attachment 1 to Exhibit E

List of Culturally Specific Organizations

1. Adelante Mujeres – Andrea Chunga-Celis, achungacelis@adelantemujeres.org
2. IRCO – Jenny Bremner, jennyb@irco.org
3. MESO – Stephanie Basalyga, sbasalyga@mesopdx.org
4. The Urban League of Portland – Cinna’Mon Williams, CWilliams@ulpdx.org
5. Latino Built – Leanna Petrone, Leanna@latinobuilt.org
6. RDI – Jennifer Groth, jgroth@rdiinc.org
7. Professional Business Development Group – Kenechi Onyeagusi, kenechi@pbdgweb.com
8. RAIN – Jennifer Damiani, jennifer@scoutconsultants.com
9. EDCO –Brian Vierra, brian@edcoinfo.com
10. Huerto de la Familia – Marissa Zarate, marissa@huertodelafamilia.org
11. A Greater Applegate – Seth Kaplan, seth@agreaterapplegate.org
12. Centro Cultural – Jonath Colon Montesi, jcolon@centrocultural.org
13. High Desert Partnership – Brenda Smith, director@highdesertpartnership.org
14. Micro Enterprise Resources Initiative and Training (MERIT) – Hugo Munez, VISION2@meritnw.org
15. Umatilla Electric Cooperative – Emily Cecil, uecbrc@gmail.com
16. Philippine American Chambers of Commerce – Jan Mason (PACCO), janice.pacco@gmail.com
17. Black American Chamber of Commerce – Jesse Hyatt (BACC), jesse.hyatt@blackamericanchamber.org
18. Hispanic Metropolitan Chamber – Carmen Castro, ccastro@hmccoregon.com
19. Ashland Chamber of Commerce – Sandra Slattery, sandra@ashlandchamber.com
20. Native American Youth and Family (NAYA) – Sky Waters, SkyW@nayapdx.org
21. Asian Pacific American Network of Oregon (APANO) – Todd Struble, todd@apano.org
22. Metropolitan Contractor Improvement Partnership – John Jackley, john@mcip-pdx.org
23. Hacienda CDC – Aldo Medina, amedina@haciendacdc.org
24. Oregon Native American Chamber (ONAC) – James Parker, jparker@onacc.org
25. Oregon Latinx Leadership Network – Anthony Veliz, aveliz@izomarketing.com

26. CAUSA – Adriana Miranda, adriana@causaoregon.org
27. Coalition of Communities of Color – Marcus Mundy, marcus@coalitioncommunitiescolor.org
28. COFA Alliance National Network – Joe Enlet, fsmcgportland@gmail.com
29. Latino Community Association – Brad Porterfield, brad@latinocommunityassociation.org
30. Salem Capitol Connections – Marin Arreola, advancedecon@aol.com
31. Oregon Association of Minority Entrepreneurs – Jorge Guerra, jorge@oame.org
32. National Association of Minority Contractors – Nate McCoy, nate@namc-oregon.org
33. PCUN- Small Business Cohort – Omar Alvarado, omaralvarado@pcun.org
34. Warm Springs Community Action Team – Dustin Seyler, dustin@wscat.org



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

Contract No. **EXHIBIT B**

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County ("County") and **Clatsop Economic Development Resources (CEDR)** ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed **\$852,864** to be paid to Contractor by County, Contractor agrees to perform between date of execution and **December 30, 2020**, inclusive, the following specific personal and/or professional services:

Per attached DAS Grant Agreement #2519 – Exhibit A and further described on page 11 of the grant agreement in Section 1 – Project Description.

Payment Terms: The funds in the amount of \$852,864 will be passed through in a lump sum amount to CEDR and any funds not used for such purposes as described will be returned to County. Any administrative costs incurred by CEDR up to 5% will be paid through the use of these grant funds.

- 1. COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
- 2. WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
- 3. GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
- 4. COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
 - b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;

- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;.
- e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

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

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

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

8. INSURANCE. Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$600,000 for property damage and minimum of \$700,000 per person for bodily injury and no less than \$1,400,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

(approved by County Counsel)

(Contractor's Initials)

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

10. NONDISCRIMINATION. No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated under the following conditions:

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

12. SUBCONTRACTING/NONASSIGNMENT. No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.

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

14. FUNDING. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision

including termination of service.

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

16. COUNTY PRIORITIES. Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.

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

This Agreement will not be effective until approved by the authorized signatory for County.

FOR COUNTY:

_____ Signature	_____ Date
_____ Title	

FOR CONTRACTOR:

_____ Signature	_____ Date	
_____ Title		
_____ Address		
_____ City	_____ State	_____ Zip