



# CLATSOP COUNTY BOARD OF COMMISSIONERS

*“Neighbor to neighbor, serving Clatsop County with integrity, honesty and respect”*

Scott Lee, Dist. 1 – Chairman  
Dirk Rohne, Dist. 4 – Vice-Chairman  
Sarah Nebeker, Dist. 2  
Lisa Clement, Dist. 3  
Lianne Thompson, Dist. 5  
[commissioners@co.clatsop.or.us](mailto:commissioners@co.clatsop.or.us)

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

## **Regular Meeting**

**July, 27, 2016**

**Judge Guy Boyington Building, 857 Commercial, Astoria**

### **Regular Meeting: 6:00pm**

*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.*

1. **FLAG SALUTE**
2. **ROLL CALL**
3. **AGENDA APPROVAL**
4. **PRESENTATION**
  - a. 4<sup>th</sup> Quarter Financials .....{Page 1}
5. **BUSINESS FROM THE PUBLIC** - *This is an opportunity for anyone to give a 3 minute presentation about any item on the agenda (except public hearings) OR any topic of county concern that is not on the agenda. People wishing to speak during Business From The Public must fill out and sign a Public Comment Sign-in Card.*
6. **CONSENT CALENDAR**
  - a. Approval of contract with Bio-Oregon for purchase of fish food .....{Page 15}
  - b. Workers' Compensation for Volunteers.....{Page 71}
  - c. Dispatch Services Agreement .....{Page 77}
  - d. Approval of contract with Emergency Responder Services, Inc. ....{Page 81}
  - e. IGA with State Marine Board for Waterborne Public Safety .....{Page 93}
  - f. Board of Commissioners Meeting Minutes 6-8-16.....{Page 127}
  - g. Board of Commissioners Meeting Minutes 6-22-16.....{Page 135}
  - h. Approval of 2016-17 non-profit funding agreement with CEDR.....{Page 141}
7. **COMMISSIONERS' REPORTS**
8. **COUNTY MANAGER'S REPORT**
9. **ADJOURNMENT**

Complete copies of the current Board of Commissioners meeting agenda packets can be viewed at:  
*Astoria Public Library - Seaside Public Library - Board of Commissioners Office*

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

**This meeting is accessible to persons with disabilities. Please call 325-1000 if you require special accommodations to participate in this meeting.**

# CLATSOP COUNTY 4<sup>th</sup> QUARTER REPORT



FISCAL YEAR 2015 / 2016

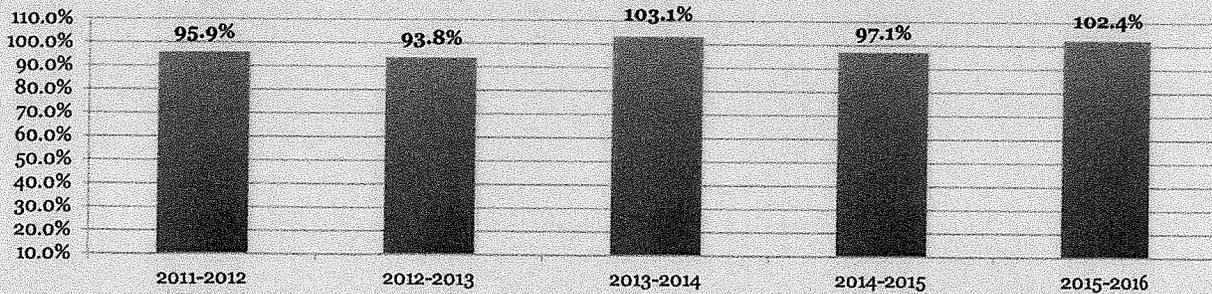
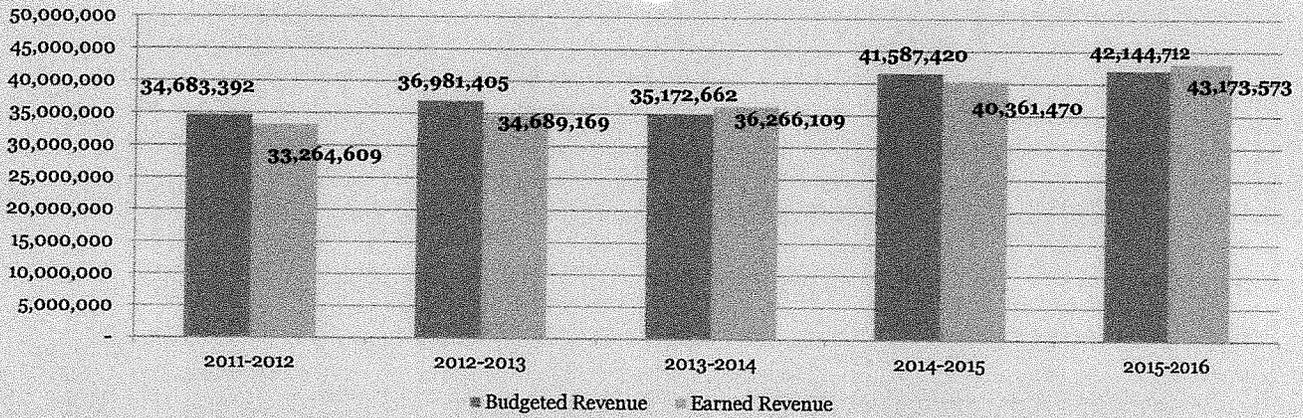
PRESENTED TO THE  
BOARD OF COMMISSIONERS ON  
JULY 27, 2016

# 4<sup>th</sup> Quarter Overall

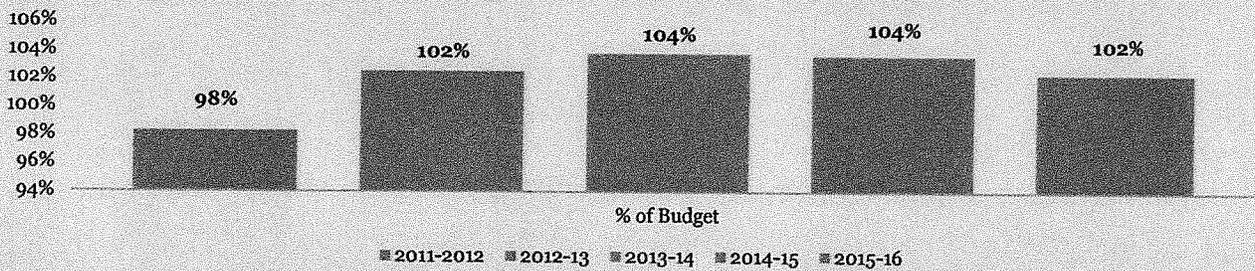
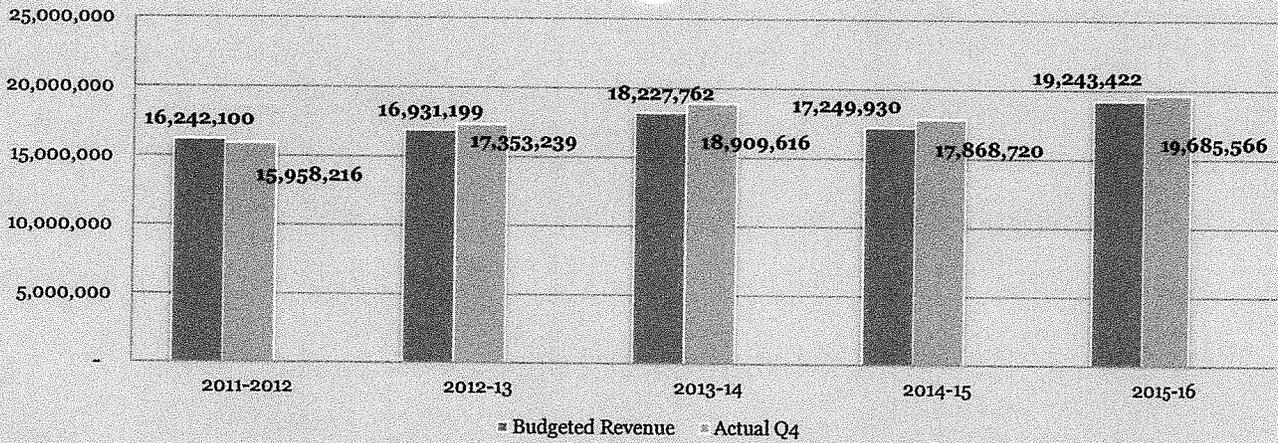


- All funds expenditures fell in line with budgeted appropriations for year end based on updates throughout the fiscal year.
- At the end of the fiscal year current year property taxes were 99.7% collected of the amount budgeted.

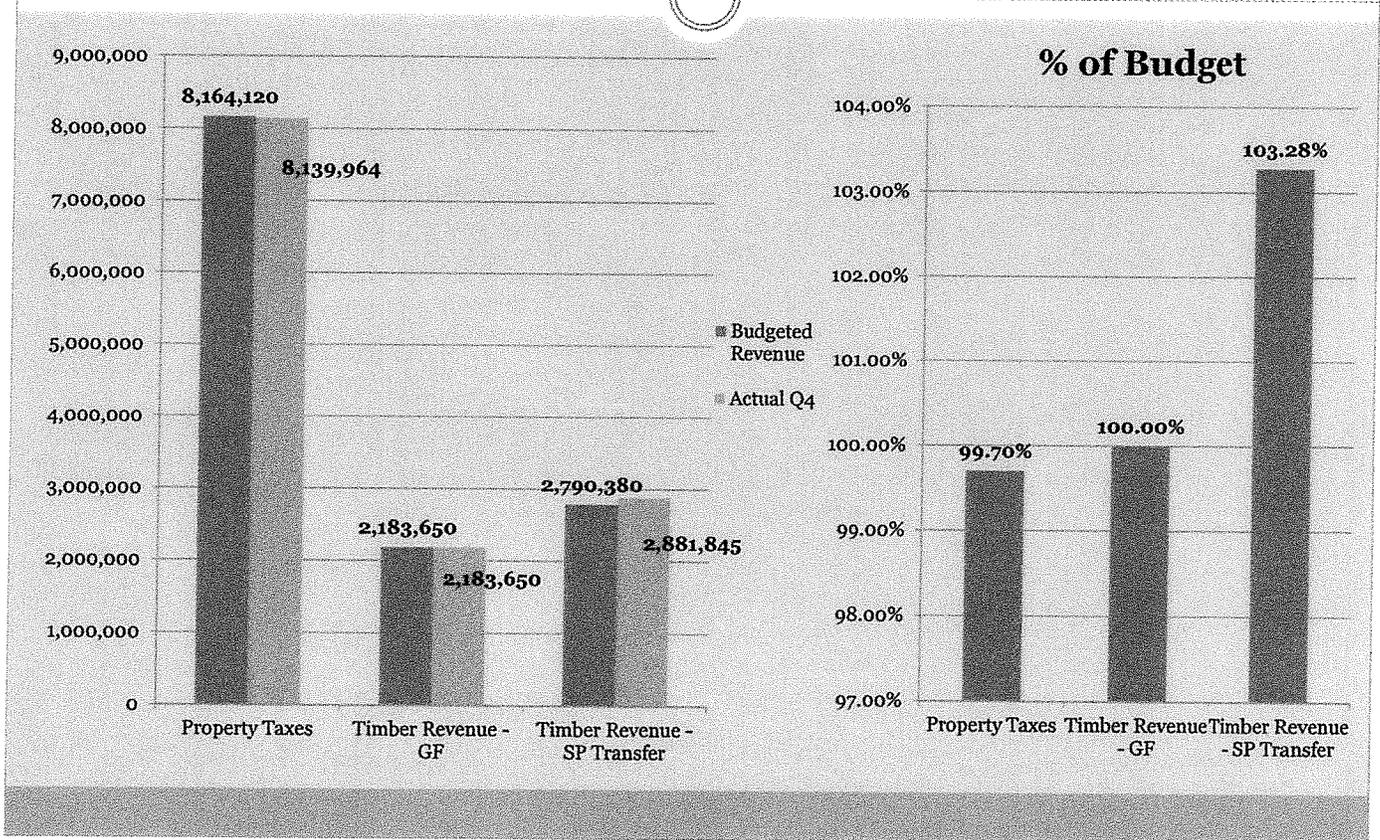
# 4<sup>th</sup> Quarter: All Funds Revenue Collections (Does not include transfers)



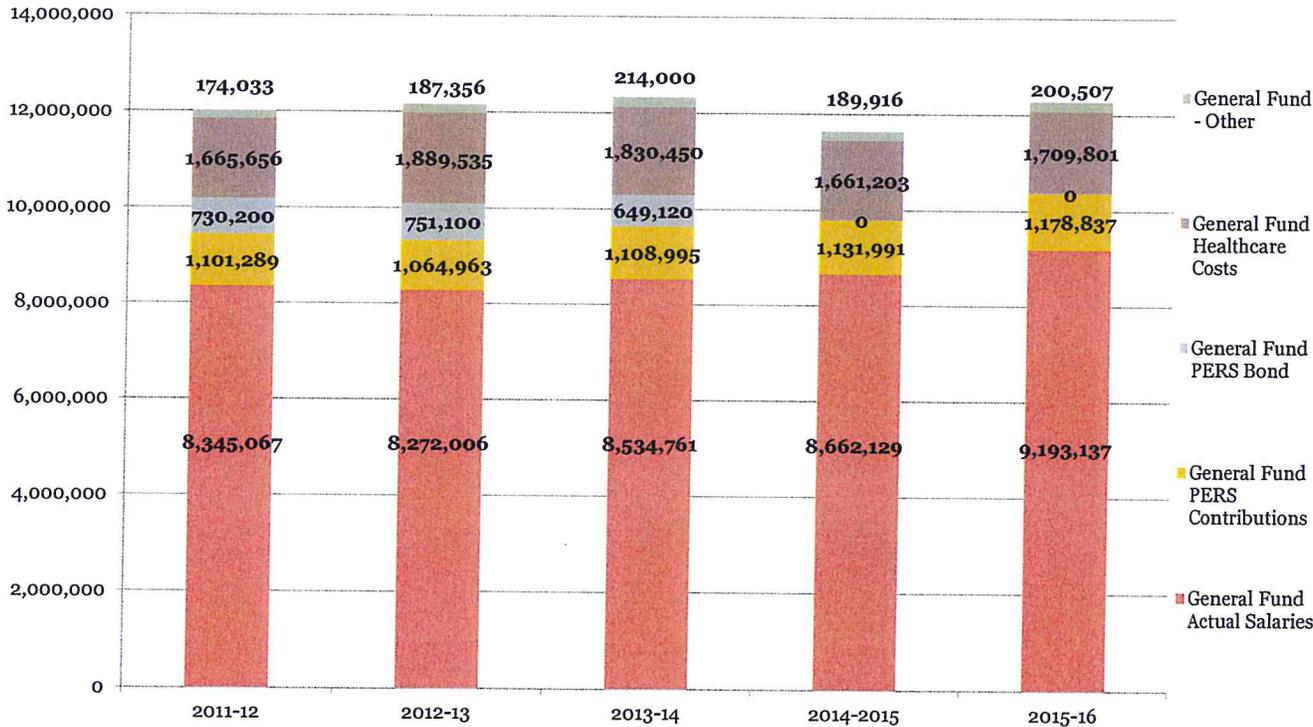
# 4<sup>th</sup> Quarter General Fund Revenue Collections (Does not include transfers)



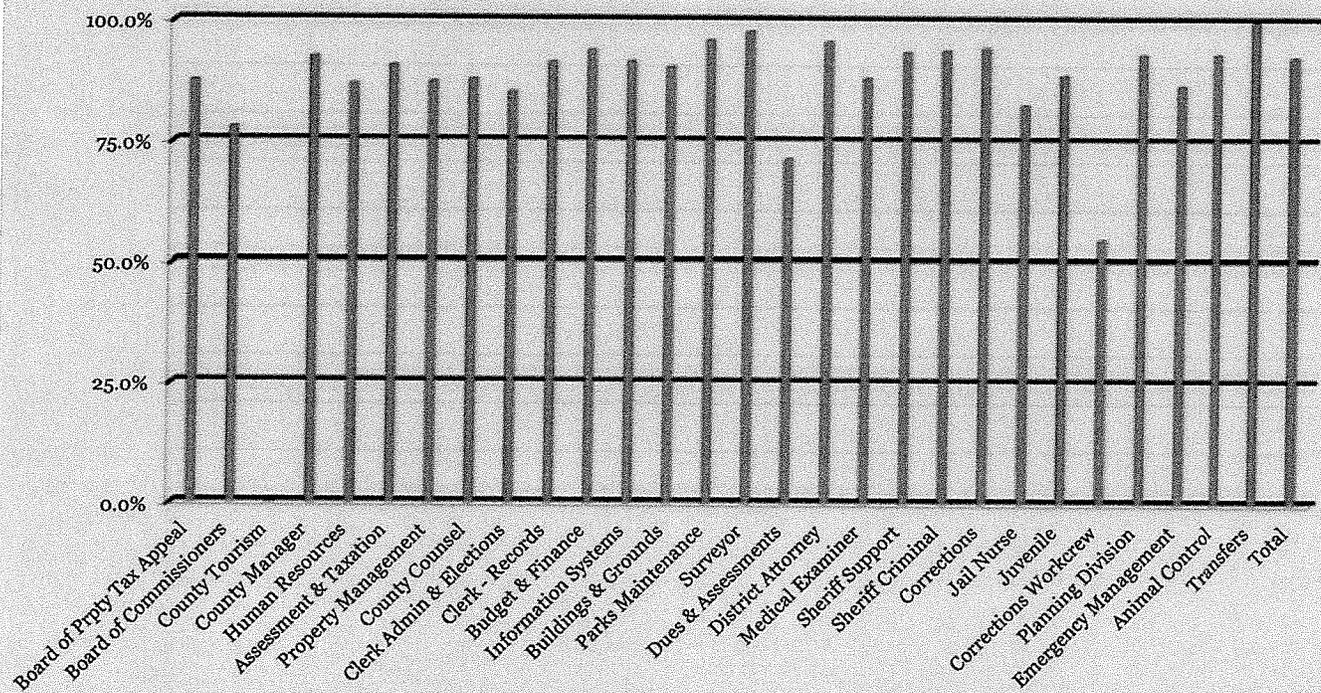
# General Fund Major Revenue



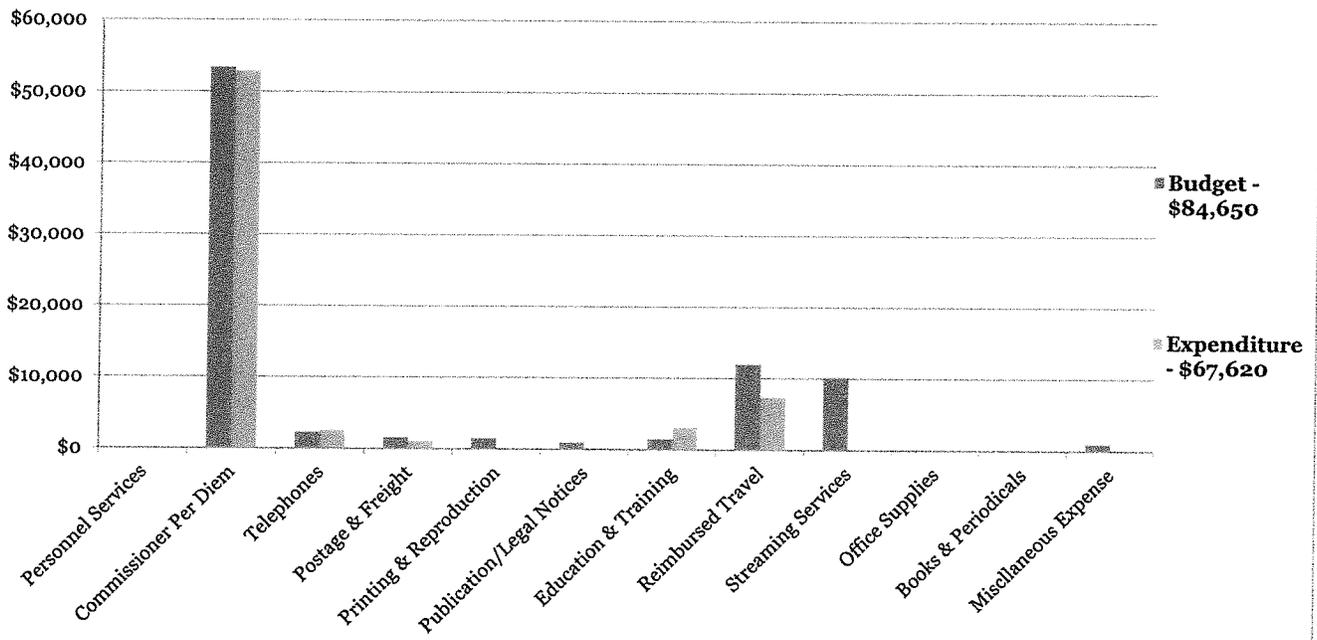
# General Fund Payroll Costs thru 4<sup>th</sup> Quarter



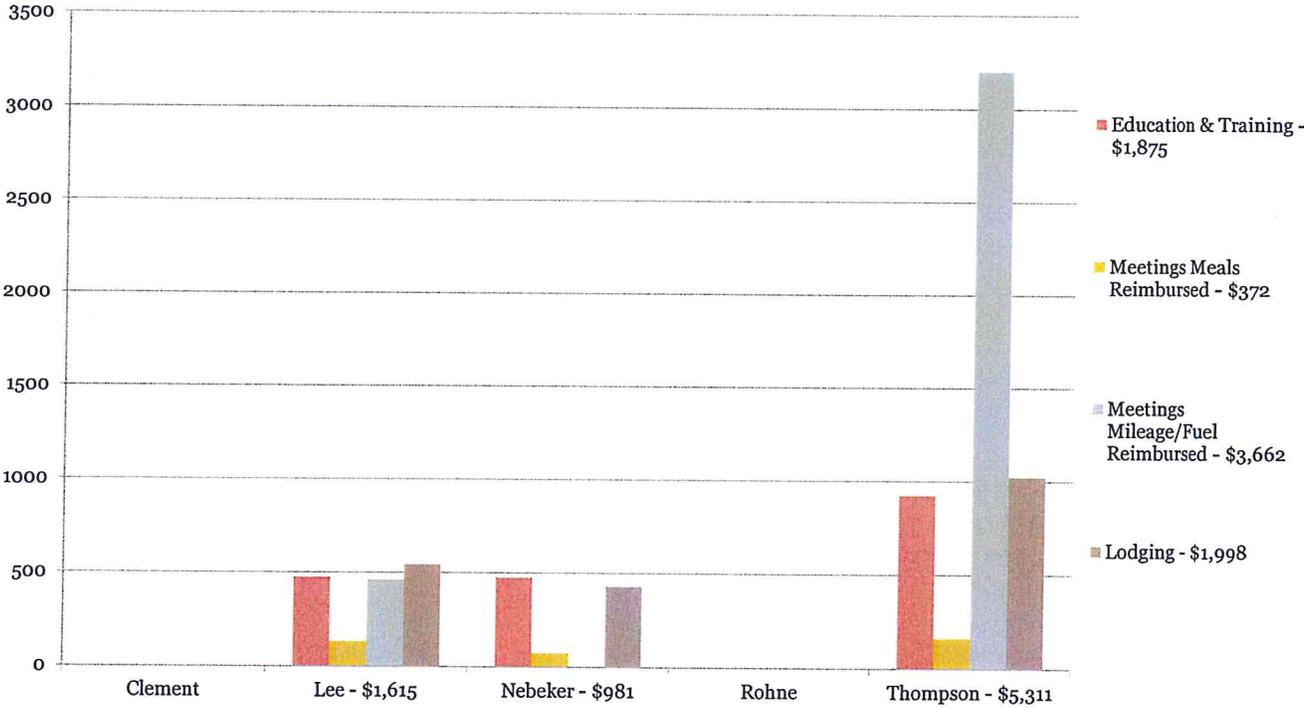
# 4th Quarter: GF Org Units Percent Expense



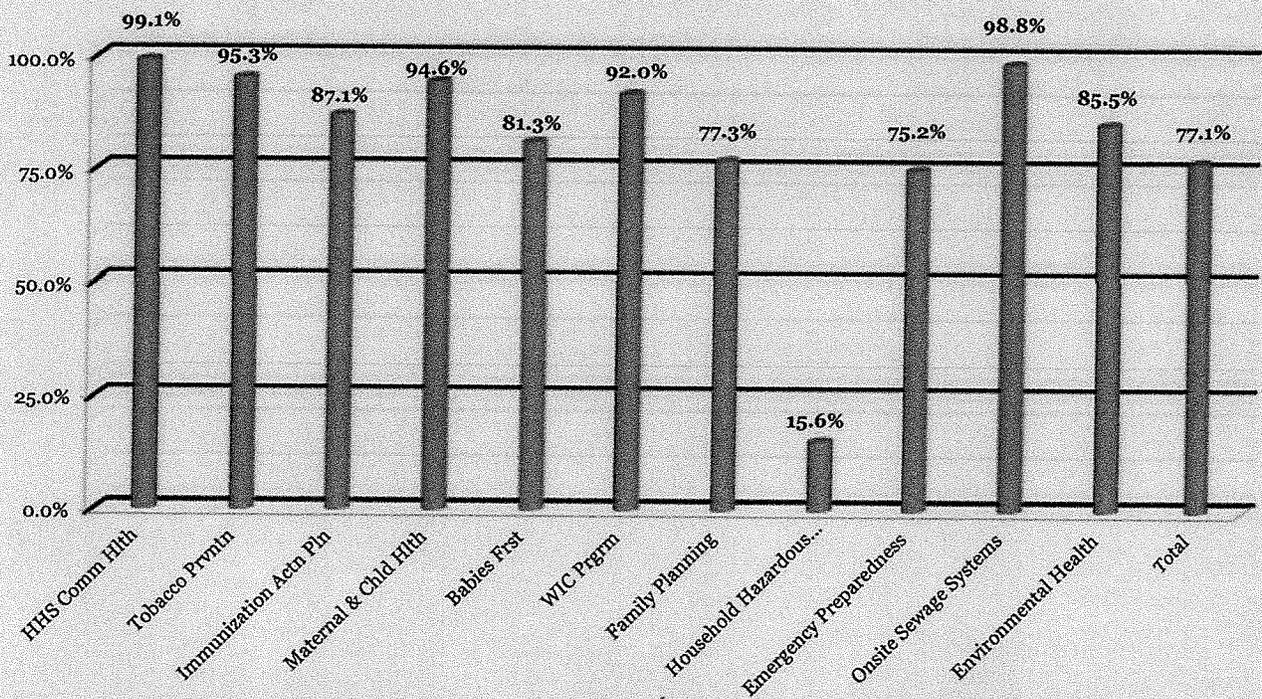
# Board of Commissioner's – Org 1100



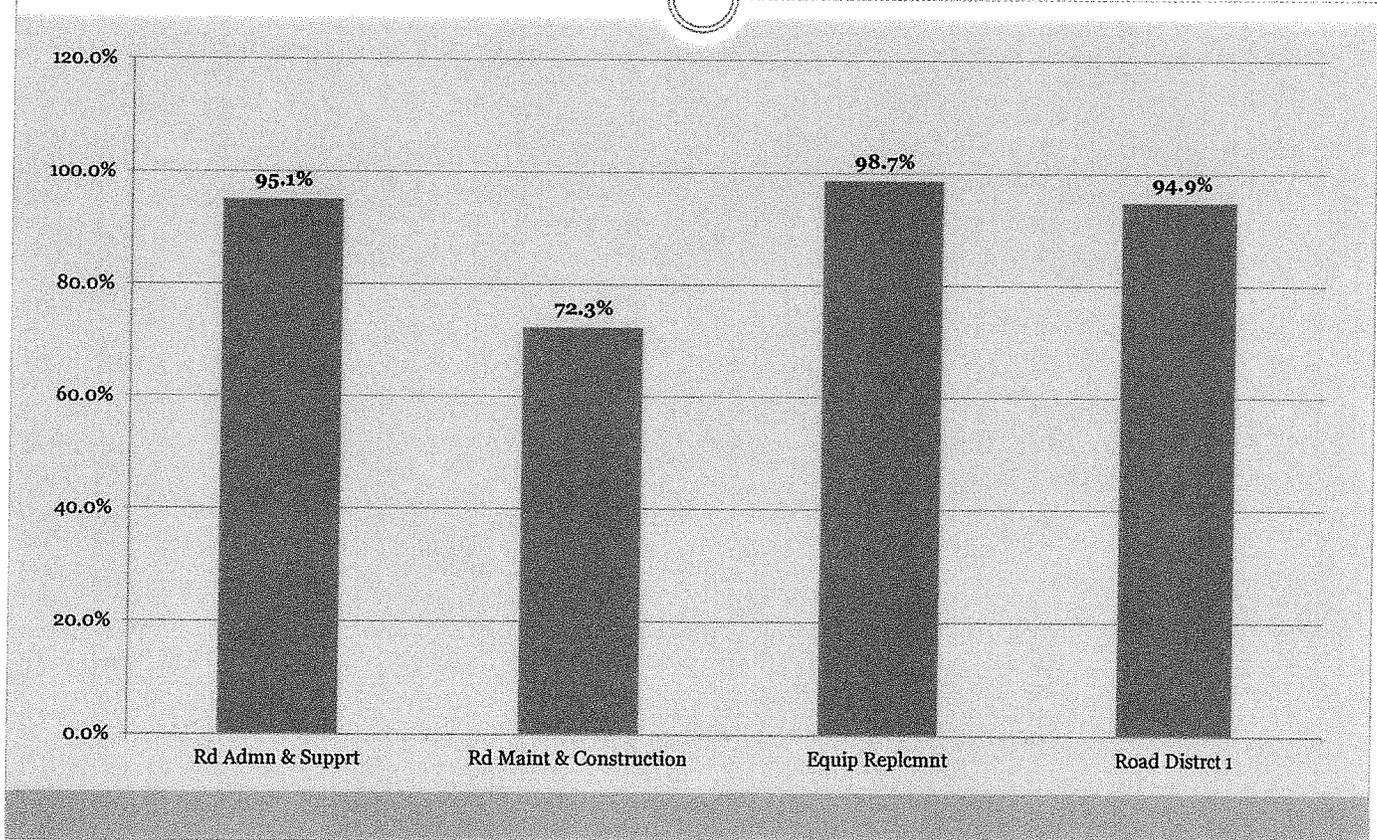
# Commissioner Expenses



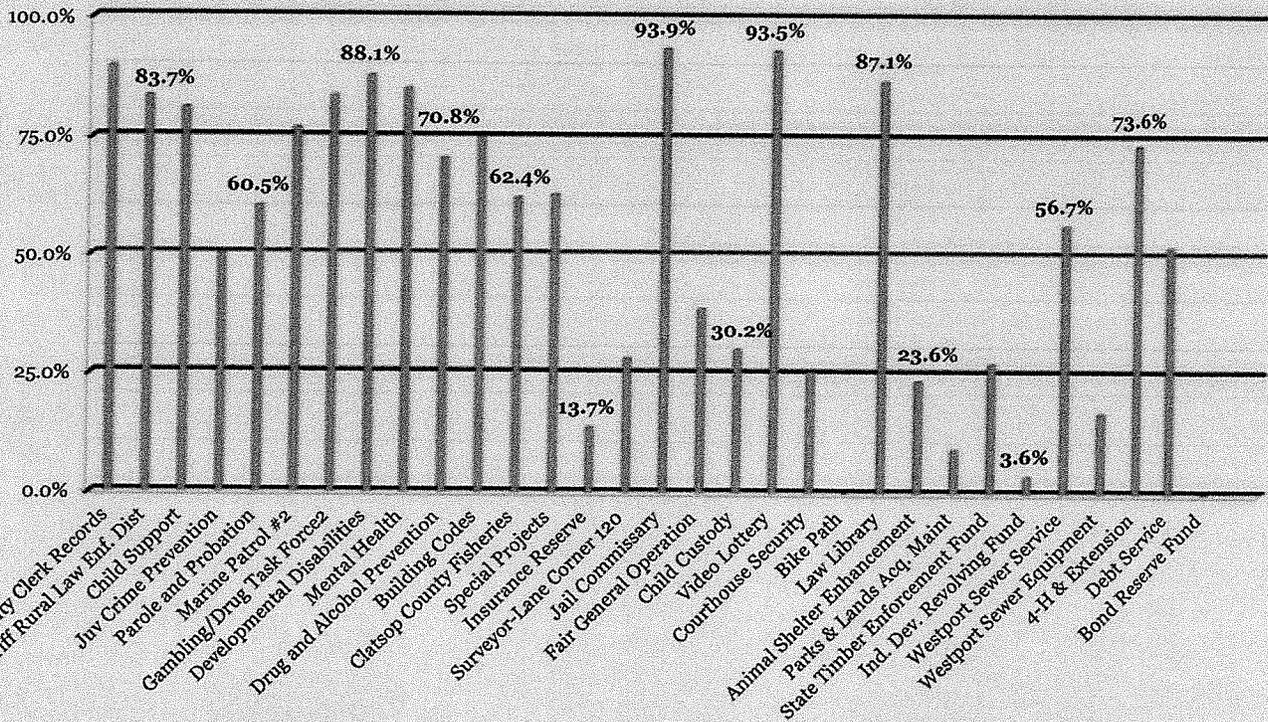
# 4<sup>th</sup> Quarter: Public Health Percent Expense



# 4<sup>th</sup> Quarter: Roads Dept. Percent Expense



# 4<sup>th</sup> Quarter: All Other Org Units



## 2015-16 Year-End Highlights



- These are unaudited numbers
- All funds came in under budgeted amounts
- Completion of the new Sheriff's Office Remodel
- Sale of the Carlyle Apartments has been paid in full
- Questions?



Board of Commissioners  
Clatsop County

AGENDA ITEM SUMMARY

July 27, 2016

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

**Category:** Consent Calendar

**Prepared By:** Andrea Neys

**Presented By:** Steve Meshke

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

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

**Fiscal Impact:** The amount of this contract is included in the approved FY16/17 budget and is funded by grants from the Bonneville Power Administration, Oregon Dept. of Fish and Wildlife, and fishermen assessment contributions. If the additional six-month renewal makes the total contract for the fiscal year exceed the approved budget amount of \$130,370, then a Resolution and Order will be prepared to revise the budget. Each six-month period will operate from a separate mutually agreed upon feed price list.

**Options to Consider:**

1. Board approves the contract, authorizing the County Manager to sign, with authorization to sign six-month amendment/extension for January 1 – June 30, 2017.
2. Board does not approve the contract

**Staff Recommendation:** Option #1

**Recommended Motion:** *"I move to approve the contract with Bio-Oregon for July 1 – Dec. 31, 2016 and authorize the County Manager to sign original contract and six-month extension for the period January 1 – June 30, 2017."*

**Attachment List:**

- A. Proposed Bio-Oregon contract with shipping information (Exhibit B)
- B. Price List for July 1, 2016 – December 31, 2016 (Exhibit A)
- C. IGA 70033 (Exhibit C)

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

Contract No: C6043

Clatsop County Contract for Materials

This Contract is by and between **Clatsop County (County)** and **Bio-Oregon, Inc. (Contractor)**. Whereas **County** has need of the materials which **Contractor** has agreed to provide; **Now Therefore**, in consideration of the sum not to exceed **\$130,370** to be paid to **Contractor** by **County**, **Contractor** agrees to provide the materials below for the period July 1 through December 2016 according to the price list in **Exhibit A**. There will be an option to extend the Contract time period for six months from January 1 through June 30, 2017 inclusive, with a new price list mutually agreed to. Total annual Contract amount will not exceed **\$130,370**.

A. The Materials:

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

B. Payment Terms:

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

C. Other Considerations:

Contractor agrees to comply with all provisions applicable to subcontractors under the **County's** contract with the United States of American by and through Bonneville Power Administration, #70033 dated August 31, 2015, and attached hereto as **Exhibit C**.

D. Miscellaneous:

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

2. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of **County** shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of **County** according to law.

3. **Compliance.** **Contractor** shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220 through 240 (Public Contracts and Purchasing) are

incorporated herein to the extent applicable.

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

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

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

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

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

9. **Termination of Agreement.** This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
- b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
- c. Immediately on breach of the contract.

10. **Subcontracting/Non-assignment.** No portion of this Agreement may be contracted or assigned to any other individual, firm, or entity without the express and prior approval of **County**.

11. **Survival.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

12. **Warranty.** **Contractor** warrants that its product meets or exceeds the required **County** standards and specifications.

13. **Tax Compliance Certification.** Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

14. **Insurance.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability and Automobile Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$100,000 for property damage and a minimum of \$500,000 per person for bodily injury and no less than \$1,100,000 for each occurrence. In addition, all such insurance shall name County, its Commissioners, employees and agents, as an Additional Insured. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County.

All terms on the previous pages of this document are hereby made a part of this Agreement.

This Agreement will not be effective until approved by the County Manager.

**FOR COUNTY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Cameron Moore, Clatsop County Manager  
Name/Title

**FOR CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Loren C. Jensen - FW Sales  
Name/Title

Address: 1140 Industrial Way

Longview, WA 98632



Andrea Neys  
Clatsop County Fisheries  
2001 Marine Drive Rm 253  
Clatsop County Fisheries/Parks  
Astoria, OR 97107

Dear Andy,

Please find the attached updated 6 month pricing for Clatsop County Fisheries effective July 1, 2016.

We are pleased to be able to lower prices by 1- 3% on most diets and hold some unchanged for the next six months. We did however increase the cost of the BioDry 1000 LP diet by 10-13 % due to costs to produce this diet; also the pharmaceutical companies that produce the medication have increased the cost of these medications by 3-5 %.

We will continue to monitor raw material costs while doing what we can to keep prices as low as possible, while continuing to provide a quality product.

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

Please call me for questions and further information.

Sincerely,

Loren

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



# Clatsop County Fisheries

Effective: July 1, 2016  
Expires: December 31, 2016

# 90

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

	Protein / Fat	Feed Size (mm)	FOB Bio-Oregon Longview WA Price/lb
<b><u>STARTER FEEDS</u></b>			
BioVita Starter (crumbles)	53/18	Mash, # 0	1.84
	52/20	# 1, # 2	1.84
BioClark's Starter (crumbles)	53/18	# 0	1.58
	52/20	# 1, # 2	1.58
<b><u>FRY FEEDS</u></b>			
BioVita Fry	50/22	1.2	1.78
	50/22	1.5	1.62
	50/22	2.0	1.52
	50/22	2.5	1.51
	50/22	3.0	1.49
Bio-Olympic Fry	50/20	1.2	1.51
	50/20	1.5	1.38
	50/20	2.0	1.30
	50/20	2.5	1.29
	50/20	3.0	1.27
BioClark's Fry	47/18	1.2	1.29
	47/18	1.5	0.99
	47/18	2.0	0.94
	47/18	2.5	0.90
	47/18	3.0	0.86
<b><u>SPECIALITY FEEDS</u></b>			
BioDry 1000 LP (Low Phosphorus)	50/18	2.0	1.71
<i>For BioDry 1000LP, product must be ordered in even pallet amounts of 2200 lbs.</i>	50/18	2.5	1.64
<i>4 weeks lead time is required.</i>	50/18	3.0	1.54
BioPro 2 (Health Promoting Diet)	52/20	# 0, 1, 2	1.98
	50/22	1.2	1.87
	50/22	1.5	1.73
	50/22	2.0	1.64
	50/22	2.5	1.63
	50/22	3.0	1.60
BioSupreme (Transfer Diet)	50/20	1.2 **	1.67
(for use prior to release or transfer to seawater)	50/20	1.5 **	1.53
	50/20	2.0	1.37
<i>** BioSupreme sizes 1.2 &amp; 1.5 are seasonal, order by January 15th.</i>	50/20	2.5	1.36
	50/20	3.0	1.30
BioBrood (Brood Feed)	48/20	4.0, 6.0, 9.0	1.50
<b><u>TROUT FEEDS</u></b>			
BioTrout	47/24	2.0	0.82
	47/24	3.0	0.77
	45/24	4.0	0.75
40ppm astaxanthin included in 6.0mm	43/24	6.0	0.72
40ppm astaxanthin included in 9.0mm	40/24	9.0	0.71



Fish Oil 44 pound pail 3.00  
(44 lbs, approx. 5 gallons)

	Price added to feed cost	
	<11,000 lbs <u>Price/lb</u>	>11,000 lbs <u>Price/lb</u>
EXTRA VITAMINS (available in feed sizes 1.2 mm and above) Use for enhanced nutrition especially when feeding a reduced ration. (6600 lb minimum order when product is not in stock )	0.08	0.04
PIGMENTATION (40 PPM Astaxanthin) (4400 lb minimum order when product is not in stock)	0.08	0.04

**\* FREIGHT RATES**

Freight cost per delivery is \$250.00

**PACKAGING**

All feeds are packaged in 44 lb (20 kgs) recyclable plastic bags unless otherwise specified.  
50 bags per pallet = 2200 lbs (1000 kgs).  
One ton bulk bags are available at no extra charge.

**ORDER LEAD TIME**

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

**TERMS**

Bio-Oregon's General Terms and Conditions of Sale are applicable and can be found at: [www.bio-oregon.com](http://www.bio-oregon.com)

# Bio-Oregon - Medicated Feed Pricing

Aquaflor Medicated Feed ***10mg kg of fish***				Clatsop County Fisheries Effective: July 1, 2016 Expires: December 31, 2016	
Feed Rate % bwt per day	Drug Inclusion Rate	Feed Size	Feed Price * \$/lb.		
5.0%	0.04%	#0, #1, #2, 1.2mm	\$2.60	Orders for AquaFlor require a VFD or registration in an INAD.  For orders of 220 lbs. or more, medicated mixing fee is included.	
3.0%	0.066%	#0, #1, #2, 1.2mm	\$2.67		
2.0%	0.10%	#0, #1, #2, 1.2mm	\$2.77		
1.0%	0.20%	#0, #1, #2, 1.2mm	\$3.06		
0.5%	0.40%	#0, #1, #2, 1.2mm	\$3.65		
5.0%	0.04%	1.5 mm & larger	\$2.26		For orders of less than 220 lbs. a mixing fee of \$50.00 applies.
3.0%	0.066%	1.5 mm & larger	\$2.33		
2.0%	0.10%	1.5 mm & larger	\$2.43		
1.0%	0.20%	1.5 mm & larger	\$2.73		
0.5%	0.40%	1.5 mm & larger	\$3.31		

Aquaflor Medicated Feed ***15mg kg of fish***				Clatsop County Fisheries Effective: July 1, 2016 Expires: December 31, 2016	
Feed Rate % bwt per day	Drug Inclusion Rate	Feed Size	Feed Price * \$/lb.		
5.0%	0.06%	#0, #1, #2, 1.2mm	\$2.66	Orders for AquaFlor require a VFD or registration in an INAD.  For orders of 220 lbs. or more, medicated mixing fee is included.	
3.0%	0.099%	#0, #1, #2, 1.2mm	\$2.77		
2.0%	0.15%	#0, #1, #2, 1.2mm	\$2.92		
1.0%	0.30%	#0, #1, #2, 1.2mm	\$3.36		
0.5%	0.60%	#0, #1, #2, 1.2mm	\$4.23		
5.0%	0.06%	1.5 mm & larger	\$2.32		For orders of less than 220 lbs. a mixing fee of \$50.00 applies.
3.0%	0.099%	1.5 mm & larger	\$2.43		
2.0%	0.15%	1.5 mm & larger	\$2.58		
1.0%	0.30%	1.5 mm & larger	\$3.02		
0.5%	0.60%	1.5 mm & larger	\$3.89		

TM-200 Medicated Feed				Clatsop County Fisheries Effective: July 1, 2016 Expires: December 31, 2016	
Feed Rate % bwt per day	Drug Inclusion Rate	Feed Size	Feed Price * \$/lb.		
2.5 - 3.75%	0.5%	#0, #1, #2, 1.2mm	\$2.54	Orders for AquaFlor require a VFD or registration in an INAD.  For orders of 220 lbs. or more, medicated mixing fee is included.	
1.25 - 1.875%	1.0%	#0, #1, #2, 1.2mm	\$2.59		
0.83 - 1.25%	1.5%	#0, #1, #2, 1.2mm	\$2.64		
0.6 - 0.9%	2.0%	#0, #1, #2, 1.2mm	\$2.70		
0.5 - 0.75%	2.5%	#0, #1, #2, 1.2mm	\$2.75		
0.4 - 0.6%	3.0%	#0, #1, #2, 1.2mm	\$2.80		
2.5 - 3.75%	0.5%	1.5 mm & larger	\$2.20		For orders of less than 220 lbs. a mixing fee of \$50.00 applies.
1.25 - 1.875%	1.0%	1.5 mm & larger	\$2.25		
0.83 - 1.25%	1.5%	1.5 mm & larger	\$2.30		
0.6 - 0.9%	2.0%	1.5 mm & larger	\$2.36		
0.5 - 0.75%	2.5%	1.5 mm & larger	\$2.41		

Aqua-100 Medicated Feed				Clatsop County Fisheries Effective: July 1, 2016 Expires: December 31, 2016	
Feed Rate % bwt per day	Drug Inclusion Rate	Feed Size	Feed Price * \$/lb.		
4.0%	1.125%	#0, #1, #2, 1.2mm	\$2.67	Orders for Aqua-100 require registration in an INAD.  For orders of 220 lbs. or more, medicated mixing fee is included.	
2.5%	1.8%	#0, #1, #2, 1.2mm	\$2.82		
2.0%	2.25%	#0, #1, #2, 1.2mm	\$2.92		
1.5%	3.0%	#0, #1, #2, 1.2mm	\$3.08		
1.0%	4.5%	#0, #1, #2, 1.2mm	\$3.41		
4.0%	1.125%	1.5 mm & larger	\$2.50		For orders of less than 220 lbs. a mixing fee of \$50.00 applies.
2.5%	1.8%	1.5 mm & larger	\$2.65		
2.0%	2.25%	1.5 mm & larger	\$2.75		
1.5%	3.0%	1.5 mm & larger	\$2.91		
1.0%	4.5%	1.5 mm & larger	\$3.24		

Romet TC		
Price* per 5 lb. bag	\$165.00	Romet TC is a type B medication for top coating onto feed on site
Request product label for instructions for use.		

**\* NOTE Regarding Medicated Feeds:** The manufacture of medicated feeds is exceedingly complicated due to the variability of raw materials and drug concentrations within the specialized diet. Consequently, medicated feeds are more likely to be dusty or to float, especially at higher drug concentrations. Feeds medicated with TM-200F may appear especially dusty. Bio-Oregon will make every effort to minimize these effects but no discounts or credits will be issued for quality claims on medicated feed. Our goal is to provide medicated feed as quickly and efficiently as possible to best serve our customers.

\* All prices are FOB Bio-Oregon, Longview WA, and actual freight rates will apply.

## **EXHIBIT B**

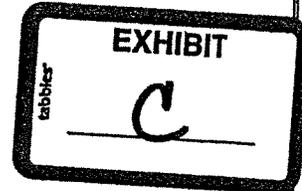
**DELIVERY:** **Contractor** shall deliver product to **County** when requested and may be required to split loads for delivery to separate locations. Orders will be placed in advance either by phone or Fax, usually 21 working days prior to delivery. Deliveries are to be made on dates specified by **County** and between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. Medicated feed orders may require delivery on shorter notice. **County** may frequently pick up feed by pickup truck. Delivery cost shall be \$250 per load.

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

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

UNITED STATES  
GOVERNMENT

INTERGOVERNMENTAL CONTRACT



Mail Invoice To:

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

Contract : 00070033  
Release :  
Page : 1

Vendor:

CLATSOP COUNTY FISHERIES  
800 EXCHANGE  
RM 400  
ASTORIA OR 97103

Please Direct Inquiries to:

SOLOMONN P. MARSH  
Title: CONTRACT SPECIALIST  
Phone: 503-230-3943  
Fax :

Attn: ANDREA NEYS

Contract Title: 1993-060-00 EXP SAFE - CLATSOP.CO.2016

Total Value : \$479,561.00

Pricing Method: COST, NO FEE

Performance Period: 10/01/15 - 09/30/16

**\*\* NOT TO EXCEED \*\***

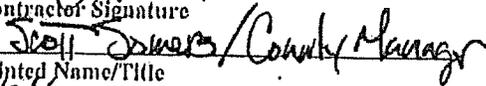
Payment Terms: %

Days Net 15

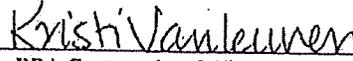
Contractor Signature

Printed Name/Title

Date Signed

  
Scott Jones / County Manager

7/31/15

  
Kristi VanLeunen

BPA Contracting Officer

7/31/2015  
Date Signed



## Intergovernmental Contract 70033

Exp SAFE – Clatsop Co 2016  
Project Number 1993-060-00  
Intergovernmental Contract: 70033

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BPA Contracting Officer's Technical Representative (COTR): Tracy Hauser (503) 230-4296  
BPA Contracting Officer (CO): Kristi Van Leuven (503) 230-3605  
BPA Contracting Officer's Representative (COR): Solomon Marsh (503) 230-3943

This intergovernmental contract (IGC) includes the following documents:

1. Signature page
2. Contract continuation page 2
3. Terms and Conditions
4. Statement of Work
5. Budget
6. Property Inventory

This Intergovernmental contract (IGC) replaces the previous one (#66417), which will expire on 9/30/2015. All property from the previous IGC is transferred to this contract (#70033).

Where noted in the contract clause, the prime contractor shall include relevant clauses in any subcontract issued for this work.

This IGC is subject to the cost principles of 2 CFR-200 and Part 25 of the Bonneville Purchasing Instructions (BPI).

The Bonneville Purchasing Instructions, Appendix 19-A, Property Management Procedures for Contractors, is hereby incorporated by reference and made a part of this contract. Appendix 19-A may be accessed at: [http://www.bpa.gov/Doing%20Business/purchase/BPI/BPI\\_13-4\\_APPENDICES.pdf](http://www.bpa.gov/Doing%20Business/purchase/BPI/BPI_13-4_APPENDICES.pdf)

The BPA COTR is authorized to perform the following:

- Inspect and review work performed;
- Inspect or witness test presentations or other activities;
- Interpret Technical Specifications;
- Approve submitted deliverables/reports (including property inventory reports);
- Approve invoices;
- Reject nonconforming services, materials, or equipment; and
- Maintain a file of all Contractor property acquisition and disposition documents.

The COTR is not authorized to perform the following:

- Contract Modifications that change the contract price, technical requirements or time for performance;
- Suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA;
- Final decisions on any matters subject to appeal, as provided in a disputes clause

Please mail invoices with the above IGC number to: Bonneville Power Administration  
Attn: Fish & Wildlife Invoices / KEWB-4  
PO Box 3621  
Portland, OR 97208-3621  
[fwinvoices@bpa.gov](mailto:fwinvoices@bpa.gov)

All invoices need to be submitted in PDF format. Please include the following information in the email subject line: entity/contract number/invoice performance period/invoice #/invoice amt. when mailing future invoices. A separate email is required for each invoice.

# TERMS AND CONDITIONS

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## UNIT 1 — SCHEDULE

CONTRACT TYPE (7-1)  
(JUL 13)(BPI 7.10)

This is a cost reimbursement intergovernmental type contract.

PROJECT RENEWAL (IGC'S) (7-51)  
(SEP 98)

This Project may be incrementally funded on an annual basis subject to BPA's favorable determination of the following:

- (1) Availability of adequate funds for the project.
- (2) Required reports were submitted and contained required data.
- (3) Results demonstrate progress towards project goals was equal to or greater than established by the Intergovernmental Contract.
- (4) The next year's work statement has been approved by BPA.
- (5) The annual formal presentation of the project status, if required, has been completed on a timely basis; and BPA desires to continue the project.

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### LIMITATION ON TRAVEL COSTS (22-50) (SEP 10)

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the Bonneville Purchasing Instructions. Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <http://www.gsa.gov/portal/category/21287>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

## UNIT 2 — CONTRACT CLAUSES

### PAYMENT AND TAXES

#### IGC ELECTRONIC FUNDS TRANSFER PAYMENT (22-54) (DEC 04)

- (a) Payment Method. Payments under this contract, including invoice and contract financing payments, will be made by electronic funds transfer (EFT). Contractors are required to provide its taxpayer identification number (TIN) and other necessary banking information as per paragraph (c) of this clause to receive EFT payment.
- (b) Contractor EFT arrangement with a financial institution or authorized payment agent. The Contractor shall designate to BPA, as per paragraph (c) of this clause, and maintain at its own expense, a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under all BPA contracts, unless the BPA Vendor File Maintenance Team is notified of a change as per paragraph (d) of this clause. An initial designation should be submitted after award, but no later than three weeks before an invoice or contract financing request is submitted for payment. **Electronic Funds Transfer will only be approved to one EFT account number per Vendor name and location.**
- (c) Submission of EFT banking information to BPA. The Contractor shall submit EFT enrollment banking information directly to BPA Vendor File Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification. This form is available either from the Contracting Officer(CO) or from the Vendor File Maintenance Team. ~~Submit completed enrollment form to the Vendor Team.~~ Contact and mailing information:
- Bonneville Power Administration  
PO Box 491  
ATTN: NSSS - MODW Vendor Maint.  
Vancouver, WA 98666-0491
- E-mail Address: VendorMaintenance@BPA.gov  
Phone: (360) 418-2800  
Fax: (360) 418-8904
- (d) Change in EFT information. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall be responsible for providing the changed information to the BPA Vendor File Maintenance Team office. The Vendor File Maintenance Team must be notified 30 days prior to the date such change is to become effective.
- (e) Suspension of Payment. BPA is not required to make any payment under this contract until receipt of the correct EFT payment information from the Contractor.
- (f) EFT and prompt payment. BPA shall pay no penalty on delay of payment resulting from defective EFT information. BPA will notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee's EFT information required by paragraph (c) of this clause.

**PAYMENTS IN ARREARS (25-50)**  
**(JUN 09)**

(a) The contractor shall submit proper invoices on a monthly basis in arrears to:

Bonneville Power Administration  
(Program Analyst-KEWB-4)  
PO Box 3621  
Portland OR 97208-3621  
[fwinvoices@bpa.gov](mailto:fwinvoices@bpa.gov)

A proper invoice must include all of the following information:

- 1) Name of contractor (must reasonably match the name on the contract);
  - 2) Contractor address (only when not set up as Electronic Funds Transfer);
  - 3) Invoice date;
  - 4) BPA contract number;
  - 5) Contractor invoice number (must be a number unique to the contractor and not used on any other invoice with BPA);
  - 6) Invoice Performance Period (e.g., "For work actually performed during the period of June 1 through June 30, 2003"). If the invoice performance period covers more than one budget period or BPA fiscal year, the contractor must provide a sub-total of the costs attributable to each budget period or fiscal year. For example, work performed prior to September 30 should be sub-totaled separately from work performed after September 30);
  - 7) Shipping terms, if applicable (i.e., FOB Destination);
  - 8) Contact name, title and telephone number;
  - 9) For fixed price contracts: Description (including, for example, contract line/sub-line number), price, and quantity of goods and services rendered;
  - 10) For cost reimbursement contracts: Documentation required under section (b), below.
- (b) For Cost Reimbursement Contracts, the contractor will provide a summary of the approved budget by line item for the current budget year and provide cumulative expenditures, for the current contract period, by line item to date. The categories below are the minimum level of documentation required for each line item.

Line Item Description	Minimum Documentation Required	Documentation NOT Required
Salaries – direct labor only	<p>**See note below for exceptions</p> <p>A list, by position title and/or name, showing units of time and pay rate in the same units used in the contract's budget. For example, this could be hours worked multiplied by hourly rate, or in a monthly salary unit.</p> <p>This must be consistent with the labor categories shown in the awarded budget. On a quarterly basis, the COTR may request individual employee names as a "spot-check" to verify the specific individuals whose time is being charged to the contract. Individual invoice approvals shall not be delayed during this "spot-check" and any adjustments, if necessary, shall be made in future payments.</p>	<p>**See note below for exceptions</p> <p>Individual time sheets and employee names.</p>
Salary Fringes	<p>Must be stated at the same rates in the approved indirect rate agreement.</p>	<p>Detailed information supporting fringe benefit amounts, such as insurance policies, etc.</p>
Travel and transportation (including per diem)	<p>Copy of the summary page of the travel voucher or other document(s) that was used to reimburse the person that traveled. List purpose of travel, destinations, and dates if not on the summary page. A single summary page, rather than individual copies of travel vouchers, is required when more than 5 people traveled during the invoice period.</p>	<p>Airline ticket receipts, hotel receipts, meal receipts, etc.</p>
Vehicles	<p>For GSA vehicles identify the cost per month. Do not bill for costs such as new tires, repairs, etc., since these costs are included in the GSA rental cost. Very limited, legitimate non-GSA covered costs may be allowed.</p> <p>Privately Owned Vehicles (POVs) must show costs in miles multiplied by rate. POVs do not receive additional reimbursement for repairs, and maintenance costs.</p>	<p>Copies of receipts, gas bills, etc.</p>

Line Item Description	Minimum Documentation Required  **See note below for exceptions	Documentation NOT Required  **See note below for exceptions
Training/Tuition	Description of the training received, who received the training, dates of the training, and cost of the training. Level of detail must be adequate to determine whether it is allowable under the F&W Contract Management Manual.	Conference registration receipts, payment vouchers, etc.
Equipment and materials greater than \$10,000 per item (non expendable)	Itemized description of the equipment, date of purchase, purchase cost, model number, and serial number.	Copies of receipts, freight bills, etc.
Equipment less than \$10,000 but more than \$1000 per item	Itemized list of equipment with year purchased.	Copies of receipts, freight bills, etc.
Miscellaneous Supplies and Equipment under \$1000 per item	Summarize the kinds of equipment and miscellaneous supplies by type (e.g., office supplies, power tools, camera, etc.).	Copies of receipts, freight bills, etc.
Operations, repair and maintenance (including computer services)	For repairs and maintenance over \$100, itemize what service was obtained and the cost (e.g., repair of a motor).	Copies of payment vouchers, repair invoices, parts bills, etc.
Equipment Rental	For rentals, within a one-month period that exceeds \$500, provide description of what was rented, dates or hours of rental, and rental rates and whether rates include operator.	Rental receipts, time sheets, etc.
Easement, Purchase, or lease of land	Specify area and type. For example:  Purchase 500-acre Jones property, grazing allotment, in perpetuity.  15-year lease on riparian zone 300-foot buffer on both sides for ½ mile on June Creek.	

Line Item Description	Minimum Documentation Required	Documentation NOT Required
Overhead/Other Indirect Costs	<p><b>**See note below for exceptions</b></p> <p>Identify the overhead/indirect rate used to calculate the dollar amount. Rates shall be applied consistent with the current rate negotiated by the Cognizant Audit Agency or by the CO. If a revised rate has been approved by the Cognizant Audit Agency, provide a copy of the approved rate agreement to the CO.</p> <p>Identify the line items to which the indirect rate applies.</p>	<p><b>**See note below for exceptions</b></p> <p>Itemized lists or records of costs included in overhead or other indirect costs.</p>
Subcontracts (also include when work being billed was performed by subcontractor)	<p>If the subcontract is a <u>cost reimbursement</u> contract, and greater than or equal to 50% of the contract amount, the subcontract costs shall be provided in the same level of detail as those required above for the prime contractor.</p>	<p><u>Cost reimbursement</u> contract: Same guidance as for prime contractor line items.</p>
	<p>If the subcontract is a <u>fixed price</u> contract, itemize each subcontractor cost by: vendor name, work accomplishment dates, and amount spent. This applies for both "progress" payments, or "payment in full" (at the end of performed work) according to the vendors subcontract terms.</p>	<p><u>Fixed price</u> contract: itemized receipts.</p>
Summary Financial Information	<p>By line item, provide a summary of the approved budget and cumulative expenditures to date for the current contract period (e.g., March 1<sup>st</sup>, 2004 through April 30<sup>th</sup>, 2005).</p>	

**\*\*More detailed information may be required when certain situations occur such as those listed below where the CO, COTR, and their manager determine more detailed information is needed: (this list is not intended to be all inclusive).**

- Amounts billed are inconsistent with the negotiated budget, such as:
  - Fringe benefits are different than negotiated
  - Labor category rates and/or categories are different than negotiated
  - Equipment is different or costs more than negotiated
  - Indirect cost rate is different than Cognizant Audit Agency current approved rate or CO negotiated rate, whichever is appropriate
  - Budget line item is expended at a faster rate than expected based on Work Schedule
  - Extensive line item transfer requests are occurring
  - Overcharges or other invoice abnormalities occur.

(c) Non-itemized and/or incomplete billings will be returned to the contractor without processing for payment until a corrected invoice is received. Allowable costs shall be determined in accordance with the cost principles of the F&W Contract Management Manual and applicable OMB Circular 2 CFR 200 (or BPI Appendix 13A for commercial contractors).

(d) Additionally, invoices will be returned if:

- 1) The amount exceeds the contract award ceiling;
- 2) The invoice billing period is for work performed after the last day of the contract performance period;

(e) Adjustments

(1) Refunds, Rebates or Credits. Separate statements to BPA indicating a credit amount to be applied by BPA to offset future payments will no longer be accepted by BPA.

(A) Active/Current Contracts. Refunds or credits to BPA as a result of previous errors in billing, overpayments, or other rebates or refunds shall be applied by the contractor to the invoice submitted immediately following the identification of the need to issue a refund, credit, or rebate to BPA. The invoice where the credit or refund has been applied shall include an explanation of the reason for the refund or credit. Do not submit the refund or credit as a check or cash.

~~(B) Inactive/Closed Contracts. Refunds or credits to BPA as a result of previous errors in billing, overpayments, or other rebates or refunds shall be returned to BPA in the form of a check. Contact the CO to determine to whom to address the check. An explanation of the reason for the refund or credit shall be included with the check. Please do not submit cash.~~

(2) Corrected or Revised Invoices. If the contractor needs to correct or revise a previously submitted but not yet paid invoice, the contractor -agency shall note on the corrected or revised invoice: "Corrected/Revised Invoice - Corrects invoice # \_\_\_\_\_ previously submitted." The revised invoice must have a new date.

(f) Final payment.

The Contractor shall submit an invoice marked "Final Invoice" promptly upon completion of the work. Upon approval of that invoice and upon the Contractor's compliance with all terms of this contract, the BPA shall promptly pay any allowable costs not previously paid.

**PAYMENT (22-12)  
(JUL 13)(BPI 22.2.5)**

(a) Payment Due Date. Payment (including partial payments or progress payments, if authorized, shall be due not later than thirty (30) calendar days after the later of the date on which BPA actually receives a proper invoice in the designated billing office or the date when the items delivered or completed services are accepted by BPA. According to the Prompt Payment Act, a proper invoice to a Federal Agency is to include bank account information requisite to enable Electronic Funds Transfer (EFT) as method of payment. For purposes of payment only, items will be deemed accepted not later than seven (7) calendar days after proper delivery. If delivered items or completed services are found defective, the provisions of this paragraph will be reapplied upon receipt of a corrected item or service.

(b) Billing Instructions.

(1) Invoices must include the contractor's name and address, invoice date, contract number, task order number (if applicable), contract line item number, description of products delivered or work performed, price and quantity of item(s) actually delivered or rendered (amounts billed for work performed under a

task order must be separately identified by task order number), and the name and address of the person to whom payment will be made, and name (where practicable), title, phone number, mailing address of person to be notified in event of a defective invoice and bank account information required to enable Electronic Funds Transfer (EFT) as method of payment (Invoices will not require banking information if the contractor has that information on file at BPA). Failure to submit a proper invoice may result in a delay in payment including a rejection of invoice pending receipt of a properly amended invoice.

- (2) Contractors may bill monthly, or at more frequent intervals as may be agreed to by the CO. The contractor may submit invoices electronically (e-mail, fax, etc.).
- (c) Payment Method. Payments under this contract will be made by electronic funds transfer whenever possible, or by check in very limited circumstances, at the option of BPA.
- (d) Prompt Payment Act. This contract is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.), and regulations at 5 CFR Part 1315.
- (e) Interest Penalty Payments. If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury Section 611 of the Contract Disputes Act of 1978 (PL 95-56341 U.S.C. § 7109).

**CONTRACT CEILING LIMITATION (22-7)**

**(JUL 13)(BPI 22.1.3)**

- (a) The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the contract ceiling. The contract ceiling includes all estimated costs (both direct and indirect) and any fee allowance. If this is a cost-sharing contract, the contract ceiling includes both BPA's and the Contractor's share of the cost.
- (b) Notification of CO. The Contractor shall notify the CO in writing at the first indication that the total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.
- (c) Revised Estimate. As part of the notification, the Contractor shall provide the CO a revised estimate of the total cost of performing this contract.
- (d) Contract Ceiling.
  - (1) BPA is not obligated to reimburse the Contractor for costs incurred in excess of the contract ceiling specified in the Schedule or, if this is a cost-sharing contract, the estimated cost to BPA specified in the Schedule; and
  - (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the contract ceiling specified in the Schedule, until the CO notifies the Contractor in writing that the contract ceiling has been increased.
- (e) No notice, communication, or representation, or from any person other than the CO, shall affect this contract's contract ceiling.
- (f) If this contract is terminated or the contract ceiling is not increased, BPA and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

**INDIRECT COST RATES WITH CARRY FORWARD (22-19)**  
**(JUL 13)(BPI 22.1.3)**

Notwithstanding 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87), the indirect cost rate for this contract will be established based on the estimate of a future period's cost and is not subject to revision. However, differences between the estimated costs and actual costs when they become known are carried forward and are considered in the negotiation of rates for subsequent periods. If actual indirect costs are more than estimated, the amount of the increase is added to the estimate for the next period to determine the fixed rate for the next period. Conversely, if actual indirect costs are less than estimated, the difference between the fixed rate and the actual cost is subtracted from the estimate of the next period to determine the fixed rate for the next period.

**GENERAL CONTRACT ADMINISTRATION**

**CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)**  
**(SEP 98)(BPI 14.3.2)**

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance, unless delegated field modification authority (see clause 24-25); (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

**STOP WORK ORDER (14-14)**  
**(JUL 13)(BPI 14.12.1)**

- (a) The Contracting Officer may order the Contractor to suspend all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of BPA.
- (b) The contractor shall immediately comply with the Contracting Officer's order and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order.
- (c) If a stop work order is issued for the convenience of BPA, the Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, if the order results in a change in the time required for, or the costs properly allocable to, the performance of any part of this contract.
- (d) A claim under this clause shall not be allowed (1) for any cost incurred more than 20 days before the Contractor notified the Contracting Officer of the basis of the claim in writing, and (2) unless the claim stating the amount of time or money requested, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

**CHANGES (25-4)  
(SEP 98)(BPI 25.4.1)**

Any changes in the project objectives, scope, or key personnel, including any proposed transfer of expenditures between all approved budget line items above 5% of the contract total must be approved by the Contracting Officer. All such changes must be submitted in writing through the Contracting Officer's Technical Representative prior to initiating the change.

**AUDIT -- INTERGOVERNMENTAL CONTRACT (25-5)  
(NOV 08)(BPI 25.1.1)**

- (a) The contractor-agency shall maintain accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred in performing this agreement. The Contracting Officer, or representatives of the Contracting Officer, shall have the right to examine books, records, documents and other evidence supporting such claimed costs at all reasonable times at the agency's facilities used in performing this agreement and other locations where records pertaining to this agreement are maintained. Such records shall be retained and made available for examination until 3 years after the budget year in which they were created.
- (b) The contractor-agency shall comply with the provisions of OMB Circular A-133. The contractor-agency shall apply provisions of those circulars concerning program levels requiring audits, audit scope, and determinations of this agreement as if it was a Federal assistance program. If an audit is required, a copy of the audit report shall be sent to the BPA Internal Audit Staff, Mail Stop DN-7, Bonneville Power Administration, P.O. Box 3621, Portland, OR 97208 , and other distribution of the report as required by the circular.

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**PUBLICATION/PRESENTATIONS (25-8)  
(SEP 04)(BPI 25.4.1)**

All news releases, presentations, publications, or signage and related materials shall acknowledge BPA support for project activities. BPA strongly endorses the publication of project results in scientific journals to facilitate public access and to preserve project data. Copies of news articles, publications, etc. shall be provided to the COTR. When appropriate, Project Managers shall prepare manuscripts for submission to journal editors, giving due credit for BPA's financial support. BPA reserves the right to publish all or part of the reports submitted pursuant to the terms of this contract.

**ENDANGERED SPECIES ACT REQUIREMENTS (25-9)  
(SEP 98)(BPI 25.1.1)**

- (a) To the extent requested by BPA, the contractor-agency shall:
  - (1) Participate in consultations and conferences conducted under Section 7 of the Endangered Species Act (ESA);
  - (2) Obtain, or assist BPA in obtaining permits under Section 10 of the ESA, and
  - (3) Provide to BPA all information, materials, documents, records and other assistance requested by BPA for such consultations, conferences, or the acquisition of permits.
- (b) The contractor-agency shall not proceed with action/activities in this agreement until completion of requisite consultations and conferences and the acquisition of necessary permits. To the extent requested by BPA, the contractor-agency shall comply with conditions identified during consultations and conferences and with the provisions of any requisite permit.

**STANDARDS OF CONDUCT AND BUSINESS PRACTICES**

**ORGANIZATIONAL CONFLICTS OF INTEREST (3-2)**  
**(JUL 13)(BPI 3.4.2.1)**

- (a) The offeror or contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts which could give rise to organizational conflicts of interest, as defined in BPI 3.4.1, and that the offeror or contractor has disclosed all relevant information to the Contracting Officer.
- (b) The offeror or contractor agrees that, if after award, an organizational conflict of interest with respect to this contract is discovered, an immediate and full disclosure in writing shall be made to the Contracting Officer which shall include a description of the action which the contractor has taken, or proposes to take, to avoid or mitigate such conflicts.
- (c) In the event that the contractor was aware of an organizational conflict of interest prior to the award of this contract and did not disclose the conflict to the Contracting Officer, BPA may terminate the contract for default.
- (d) The provisions of this clause shall be included in all subcontracts for work to be performed in aid of the services provided by the prime contractor, and the terms "contract," "contractor," "Contracting Officer" modified appropriately.

**CERTIFICATION, DISCLOSURE, AND LIMITATION REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (3-3)**  
**(JUL 13)(BPI 3.5.5.1)**

- (a) As used in this clause:

"Covered Federal action" means:

- (1) The awarding of any Federal contract.
- (2) The extension, continuation, renewal, amendment, or modification of any Federal contract.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and includes Alaskan Natives.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, includes a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract or the extension, continuation, renewal, amendment, or modification of any Federal contract.
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, Standard Form-LLL, Disclosure of Lobbying Activities, to the Contracting Officer.
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and that all sub-recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, U.S. Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (d) A contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under this clause if paid for with appropriated funds.
- (e) The contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (b) of this clause. An event that materially affects the accuracy of the information reported includes--
- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
  - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (f) The contractor shall require the submittal of a certification, and if required, a disclosure form, by any person who requests or receives any subcontract exceeding \$150,000 under the Federal contract.
- (g) All subcontractor disclosure forms (but not certifications), shall be forwarded from tier to tier until received by the prime contractor. The prime contractor shall submit all disclosure forms to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding contractor.
- (h) Any person who makes an expenditure prohibited under this clause or who fails to file or amend the disclosure form to be filed or amended by this clause shall be subject to a civil penalty as provided by 31 U. S. Code 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

**CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (3-4)  
(JUL 13) (BPI 3.7.1.1)**

- (a) Definitions. As used in this clause--

"Driving"—(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. (2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

- (b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while driving, dated October 1, 2009.
- (c) The Contractor should adopt and enforce policies that ban text messaging while driving —(1) Company-owned or -rented vehicles or Government-owned vehicles; or (2) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$10,000.

**DRUG-FREE WORKPLACE (3-6)  
(JUL 13)(BPI 3.6.4)**

- (a) The contractor agrees that with respect to all employees to be employed under this contract it will provide a drug-free workplace as described in this clause.
- (b) Definitions. As used in this clause "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812), as from time to time amended, and as further defined in regulation at 21 CFR 1308.11-1308.15, as amended.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the contractor in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employees who have other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (c) The Contractor, if other than an individual, shall -- within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration--
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - (2) Establish an on-going drug-free awareness program to inform such employees about--
    - (A) The dangers of drug abuse in the workplace;
    - (B) The contractor's policy of maintaining a drug-free workplace;
    - (C) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (D) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (c)(1) of this clause;
  - (4) Notify such employees in writing in the statement required by subparagraph (c)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
    - (A) Abide by the terms of the statement; and
    - (B) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (5) Notify the Contracting Officer in writing within ten (10) days after receiving notice under subdivision (c)(4)(B) of this clause, from an employee, or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
  - (6) Within 30 days after receiving notice under subparagraph (c)(4)(B) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
    - (A) Taking appropriate personnel action against such employee, up to and including termination; and/or

(B) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (c)(1) through (c)(6) of this clause.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (c) of this clause may, pursuant to BPI 3.6.3 render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(e) The requirements of this clause shall not apply to

(1) Solicitations and contracts for the acquisition of commercial items and services.

(2) Subcontracts at any tier for the acquisition of commercial items or commercial components at any tier.

**RESTRICTION ON COMMERCIAL ADVERTISING (3-9)**  
**(OCT 05) (BPI 3.8.1.1)**

The Contractor agrees that without the Bonneville Power Administration's (BPA) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of the BPA or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that the BPA endorses a product, project or commercial line of endeavor.

**CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (3-10)**  
**(FEB14)(BPI 3.9.4.1)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the Contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$150,000.

**SOCIO-ECONOMIC ISSUES**

**SOCIO-ECONOMIC REQUIREMENTS (25-6)**  
**(MAR 10)(BPI 25.1.1)**

The contractor-agency agrees to comply with the following Federal Laws and Executive Orders:

(a) Laws and Regulations relating to Equal Employment Opportunity

(b) Drug Free Workplace Act of 1988, P.L. 100-690

**BUY AMERICAN ACT - SUPPLIES (9-3)**  
**(JUL 13)(BPI 9.1.6)**

(a) The Buy American Act (41 U.S. Code §8301-8305) provides that the Government give preference to domestic source end products.

"Commercially available off-the-shelf (COTS item)"

(1) Means any item of a supply (including construction material) that is:

(1) A commercial item (as defined in BPI 1.8);

(2) Sold in substantial quantities in the commercial marketplace; and

(3) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 USC App 1702) such as agricultural products and petroleum products.

"Components" means those articles, materials, and supplies, which are incorporated directly into the end products.

"End products" means those articles, materials, and supplies to be acquired for public use under this contract.

"Domestic end product" means (1) an unmanufactured end product mined or produced in the United States or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in (b) (2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

(b) The Contractor shall deliver only domestic end products, except those

(1) That BPA determines are not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;

(2) For which BPA determines that domestic preference would be inconsistent with the public interest; or

(3) For which BPA determines the cost to be unreasonable.

(c) In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for an end product that is a COTS item.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, as amended, and Part 9 of the BPI.)

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)**  
**(OCT 14) (BPI 10.1.8.3)**

(a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

(b) E-Verify enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:

(A) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(B) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (a) (3) of this section); and

(C) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (a)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

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(A) All new employees.

(i) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (a)(3) of this section); or

(ii) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph)(3) of this section); or

(B) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).

(3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(A) Enrollment in the E-Verify program; or

- (B) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
- (A) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
  - (B) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
  - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
  - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
- (1) Is for:
    - (A) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
    - (B) Construction.
  - (2) Has a value of more than \$3,000; and
  - (3) Includes work performed in the United States.

**EQUAL OPPORTUNITY FOR VETERANS (10-19)**  
**(AUG 13) (BPI 10.1.9.3)**

- (a) The Contractor shall not discriminate against any employee or applicant for employment because the individual is a disabled veteran, recently separated veteran, other protected veterans, or Armed Forces service medal veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified individuals, including qualified disabled veterans, without discrimination based upon their status as a

disabled veteran, recently separated veteran, Armed Forces service medal veteran, and other protected veteran in all employment practices including the following:

- (1) Recruitment, advertising, and job application procedures.
  - (2) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
  - (3) Rate of pay or any other form of compensation and changes in compensation.
  - (4) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
  - (5) Leaves of absence, sick leave, or any other leave.
  - (6) Fringe benefits available by virtue of employment, whether or not administered by the Contractor.
  - (7) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
  - (8) Activities sponsored by the Contractor including social or recreational programs.
  - (9) Any other term, condition, or privilege of employment.
- (b) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
- (c) The Department of Labor's regulations require contractors with 50 or more employees and a contract of \$100,000 or more to have an affirmative action program for veterans. See 41 CFR Part 60-300, Subpart C for affirmative action program requirements.
- (d) Listing openings.
- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate employment service delivery system where the opening occurs. Listing employment openings with the State workforce agency job bank or with the local employment service delivery system where the opening occurs shall satisfy the requirement to list jobs with the appropriate employment service delivery system.
  - (2) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
  - (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State workforce agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so

advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(e) **Applicability.** This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(f) **Postings.**

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall—

(A) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are disabled veterans, recently separated veterans, Armed Forces service medal veterans, and other protected veterans; and

(B) Be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medal veterans.

(g) **Noncompliance.** If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor. This includes implementing any sanctions imposed on a contractor by the Department of Labor for violations of this clause. These sanctions (see 41 CFR 60-300.66) may include—

(1) Withholding progress payments;

(2) Termination or suspension of the contract; or

(3) Debarment of the contractor.

(h) **Subcontracts.** The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance.

**SUBCONTRACTING WITH DEBARRED OR SUSPENDED ENTITIES (11-7)  
(JUL 13) (BPI 11.8.1; BPI 25.1.1)**

(a) "Commercially available off-the-shelf (COTS) item," as used in this clause means any item of supply (including construction material) that is:

- (1) A commercial item (as defined in BPI 1.8);
  - (2) Sold in substantial quantities in the commercial marketplace; and
  - (3) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.
- (b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract in excess of \$30,000 with a Contractor that is debarred, suspended, by any executive agency unless there is a compelling reason to do so.
  - (c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended by the Federal Government.
  - (d) The Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended (see [www.sam.gov](http://www.sam.gov)).
  - (e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that exceed \$30,000 in value and is not a subcontract for commercially available off-the-shelf items.

## ENVIRONMENT & SAFETY

### CONTRACTOR SAFETY AND HEALTH (15-12) (APR 14)(BPI 15.2.4.1)

- a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
  - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
  - (2) The Contractor shall comply with
    - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
    - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
    - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
    - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by BPA.

- (c) The Contractor shall hold BPA and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Technical Representative (COTR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
- (1) The BPA Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a BPA Safety Official.
  - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@BPA.gov immediately for any fatality or within 24 hours for non-fatal events.
  - (3) The Contractor shall complete BPA form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
  - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete BPA Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COTR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
- (1) All workers, including contractors and BPA employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
  - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
  - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
  - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) BPA encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall 1.) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and 2.) inform workers that they may raise safety concerns to BPA or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. BPA may coordinate the response to a contractor worker's health and safety concerns with the State OSHA when necessary to facilitate resolution.
- (g) BPA employees may direct the contractor to stop a work activity due to safety and health concerns. The BPA employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a BPA employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the BPA employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a BPA Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when BPA stops a work activity due to safety and health concerns that occurred under the Contractor's control.

- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COTR or BPA Safety Office, the Contractor shall provide the total labor hours for a completed month to BPA no later than the 15<sup>th</sup> calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**CONTRACTOR SAFETY AND HEALTH REQUIREMENTS (15-13)**  
**(APR 14)(BPI 15.2.4.1)**

- (a) The Contractor shall prepare a site specific safety plan (SSSP) and submit the SSSP to the Contracting Officer (CO) or the CO's designee. The Contractor is prohibited from performing on site work without written authorization from the CO. The CO is prohibited from issuing an authorization to proceed with on-site work until the BPA Safety Office has reviewed the SSSP and any concerns are resolved.
- (b) The Contractor shall follow the work procedures provided in the *Contractor Safety and Health Requirements For Prime and Subcontractors*. The full text of the *Contractor Safety and Health Requirements for Prime and Subcontractors* is available at <http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.
- (c) The Contractor shall include this clause in all subcontracts.

**PATENTS, DATA, AND COPYRIGHTS**

**INFORMATION ASSURANCE (17-20)**  
**(OCT 11)(BPI 17.6.1.4.1)**

- (a) In performance of this contract, the contractor shall protect all data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and BPA's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of these information or systems.
- (b) The contractor shall maintain an information security and/or data security plan or program consistent with industry standards such as National Institute of Standards and Technology (NIST), as required by the E-Government Act (Public Law 107-347) of 2002, Title III Federal Information Security Management Act (FISMA).
- (c) The BPA Chief Information Officer (CIO), or representatives, shall have the right to examine, audit, and reproduce any of the contractor's pertinent information security and/or data security plan or program.
- (d) The contractor shall adhere to any additional information security requirements identified in the statement of work.
- (e) The contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by BPA.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)  
(SEP 98)(BPI 23.2)(BPI 17.4.1.1)**

The contractor shall hold BPA harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

**INSPECTION AND WARRANTY**

**INSPECTION - SERVICES AND CONSTRUCTION (18-70)  
(AUGUST 2014)**

- (a) BPA may inspect the work called for by the contract at any time and place. BPA will perform inspections in a manner that will not unduly delay the work.
- (b) If any of the services do not conform with contract requirements (including services performed on a cost-reimbursement or time-and-materials basis), BPA may require the Contractor to perform the services again in conformity with the contract at no cost to BPA. When the defects in services cannot be corrected by re-performance, BPA may deduct from the contract payments an amount which reflects the reduced value of the services performed.
- (c) Neither inspection, lack of inspection, acceptance, nor payment shall relieve the Contractor of any of its obligations under this contract.

**PROPERTY**

**BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)  
(DEC 12)(BPI 19.4)**

- (a) The Contractor shall manage BPA-furnished, contractor-acquired property in accordance with BPI Appendix 19-A if that appendix is made a part of this contract. If Appendix 19-A is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices. All contractors shall use government furnished and contractor acquired property for official business use only.
- (b) BPA shall deliver to the Contractor, at the time and locations stated in this contract, BPA-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when--
  - (1) The Contractor submits a timely written request for an equitable adjustment; and
  - (2) The facts warrant an equitable adjustment.
- (c) Title to BPA-furnished property shall remain with BPA, unless specifically identified elsewhere in this contract. The Contractor shall use BPA-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for BPA inspection at all reasonable times.
- (d) Upon delivery of BPA-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

- (1) For reasonable wear and tear;
  - (2) To the extent property is consumed in the performance of this contract; or
  - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in BPA upon the supplier's delivery of such property to the contractor.
  - (f) Title to BPA property shall not be affected by its incorporation into or attachment to any property not owned by BPA, nor shall BPA property become a fixture or lose its identity as personal property by being attached to any real property.
  - (g) Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by BPA, which was not consumed in the performance of this contract or previously delivered to BPA. For the disposal of electronic property, the Contractor is required to follow all Federal, State, and local laws and regulations. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of BPA property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to BPA as directed by the Contracting Officer.

**BPA PROPERTY FURNISHED "AS IS" (19-2)**  
**(SEP 98)(BPI 19.7.1)**

- (a) BPA makes no warranty whatsoever with respect to BPA property furnished "as is", except that the property is in the same condition when placed at the f.o.b. point specified in the solicitation as when inspected by the Contractor pursuant to the solicitation, or if not inspected by the Contractor, as when last available for inspection under the solicitation.
- (b) The Contractor may repair any property made available on an "as is" basis. Such repair will be at the Contractor's expense except as otherwise provided in this clause. Such property may be modified at the Contractor's expense, but only with the written permission of the Contracting Officer. Any repair or modification of property furnished "as is" shall not affect the title of BPA.
- (c) If there is any change in the condition of BPA property furnished "as is," from the time inspected or last available for inspection under the solicitation to the time placed on board at the location specified in the solicitation, and such change will adversely affect the Contractor, the Contractor shall, upon receipt of the property, notify the CO detailing the facts, and, as directed by the CO, either (1) return the property at BPA's expense or otherwise dispose of the property, or (2) effect repairs to return the property to its condition when inspected under the solicitation, or if not inspected, its condition when last available for inspection under the solicitation. After completion of the directed action and upon written request of the Contractor, the CO will equitably adjust any contractual provisions affected by the return, disposition or repair, in accordance with the procedures provided for in the Changes clause of this contract. The foregoing provisions for adjustment are the exclusive remedy available to the Contractor and BPA shall not be otherwise liable for any delivery of BPA property furnished "as is" in a condition other than that in which it was originally offered.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)**  
**(SEP 98)(BPI 19.8.1)**

In those instances where BPA provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

## TERMINATION

### TERMINATION FOR CONVENIENCE BY EITHER PARTY (20-1) (JUL 13)(BPI 20.3.1)

Either party may terminate all or any part of this contract at any time upon 30 days written notice to the other party. Termination costs will be negotiated between the parties. Notwithstanding the Disputes clause of this contract, if the parties are unable to agree upon the termination costs, the parties may use Alternative Dispute Resolution processes (5 U.S.C. 571-584 {1996} or the Administrative Dispute Resolution Act of 1996) or Civilian Board of Contract Appeals if agreement cannot be reached.

## DISPUTES

### APPLICABLE LAW (21-5) (JUL 13)(BPI 21.1.2.1 : 25.4.1)

United States law will apply to resolve any claim of breach of this contract.

### RELEASE OF CLAIMS (21-4) (JUL 13)(BPI 21.3.10.1)

After completion of work, and prior to final payment, the Contracting Officer may, at his or her option, require the Contractor to furnish a release of claims against BPA arising out of the contract, other than claims specifically excepted from the operation of the release.

### DISPUTES (21-2) (JUL 13)(BPI 21.3.15.1 ; 25.4.1)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. § 7101-7109).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within six years after accrual of the claim to the Contracting Officer for a written decision. A claim by BPA against the Contractor shall be subject to a written decision by the Contracting Officer.
  - (2)
    - (A) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
    - (B) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(C) The certification shall state as follows:

**"I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes BPA is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."**

- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by BPA is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) BPA shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if the date is later, until the date of payment. With regard to claims having defective certifications, as defined in BPI 21.3.1, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Secretary of the Treasury during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

**UNIT 3 — STATEMENT OF WORK, BUDGET AND PROPERTY INVENTORY**





**Contacts:**

Name	Role	Organization	Phone/Fax	Email	Address
Tracy Hauser	COTR	Bonneville Power Administration	(503) 230-4286 / (503) 230-4563	tlhauser@bpa.gov	905 NE 11th Avenue - KEWL-4 Portland OR 97232-
John Skidmore	F&W Approver	Bonneville Power Administration	(503) 230-5494 / NA	jiskidmore@bpa.gov	905 NE 11th Ave. Portland OR 97232
Steve Meshke	Supervisor	Clatsop County Fisheries	(503) 325-6452 / NA	spmeshke@co.clatsop.or.us	2001 Marine Drive, Rm 253 Astoria OR 97103
Geoffrey Whisler	Interested Party	Oregon Department of Fish and Wildlife	(971) 673-6024 / (971) 673-6072	geoffrey.s.whisler@state.or.us	Ocean Salmon & Columbia River Program 17330 SE Evelyn Street Clackamas OR 97015
Patrick Hulett	Interested Party	Washington Department of Fish and Wildlife (WDFW)	(360) 577-0197 / NA	patrick.hulett@dfw.wa.gov	
Alan Dietrichs	Technical Contact	Clatsop County Fisheries	(503) 325-6452 / NA	adietrichs@co.clatsop.or.us	2001 Marine Drive, Rm 253 Astoria OR 97103-
Andrea Neys	Contract Manager	Clatsop County Fisheries	(503) 325-6452 / (503) 325-2753	aneys@co.clatsop.or.us	Clatsop County Fisheries 2001 Marine Drive, Rm 253 Astoria OR 97103
Michelle Guay	Env. Compliance Lead	Bonneville Power Administration	(503) 230-3459 / NA	mxguay@bpa.gov	905 NE 11th Ave KEC-4 Portland OR 97232
Cameron Duff	Interested Party	Oregon Department of Fish and Wildlife	(971) 673-6057 / NA	cameron.m.duff@state.or.us	17330 SE Evelyn St. Clackamas OR 97015
Solomonn Marsh	Contracting Officer	Bonneville Power Administration	(503) 230-3943 / NA	spmarsh@bpa.gov	

**Work Element Table of Contents:**

<u>Work Element - Work Element Title</u>	<u>EC Needed*</u>	<u>Estimate</u>	<u>(%)</u>
A : 165. Produce Environmental Compliance Documentation - Produce Environmental Compliance Documentation		\$9,591	(2 %)
B : 174. Produce Plan - Produce Hatchery Management Plan for spring Chinook, fall Chinook and coho salmon	*	\$4,796	(1 %)
C : 176. Produce Hatchery Fish - 2014 brood hatchery spring Chinook	*	\$177,438	(37 %)
D : 176. Produce Hatchery Fish - 2014 brood early stock lower Columbia River hatchery coho	*	\$119,890	(25 %)
E : 176. Produce Hatchery Fish - 2015 brood hatchery Select Area bright fall Chinook	*	\$110,299	(23 %)



<u>Work Element - Work Element Title</u>	<u>EC Needed*</u>	<u>Estimate</u>	<u>(%)</u>
F : 158. Mark/Tag Animals - Assist with mass marking and coded-wire tag 2015 brood SAB fall Chinook	*	\$19,182	(4 %)
G : 141. Produce Other Report - Fisherman Assessment Summary		\$4,796	(1 %)
H : 119. Manage and Administer Projects - Select Area Fisheries Enhancement Project Management		\$9,591	(2 %)
I : 132. Produce (Annual) Progress Report - Multi Year 2013 - 2015 SAFE Report - CCF Contribution provided to WDFW		\$19,182	(4 %)
J : 185. Produce Pisces Status Report - Quarterly Status Reports		\$4,796	(1 %)
<b>Total:</b>		<b>\$479,561</b>	

\* Environmental Compliance (EC) needed before work begins.

**Contract Description:**

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

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

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

**Statement of Work Report**

**Work Element Details**

**A: 165. Produce Environmental Compliance Documentation**

Title: Produce Environmental Compliance Documentation



- Description:** All environmental compliance related to fish production is covered under NMFS Biological Opinion (1998) and 300-J NPDES permits from OR DEQ.
- All fisheries actions and fisheries research are covered under NMFS Biological Opinion regarding "2008-2017 U.S. v Oregon Management Agreement".
- Link to ESA Biological Opinion (1998) for SAFE  
[https://pcts.nmfs.noaa.gov/pls/pcts-pub/sxn7.pcts\\_upload.summary\\_list\\_biop?p\\_id=459](https://pcts.nmfs.noaa.gov/pls/pcts-pub/sxn7.pcts_upload.summary_list_biop?p_id=459)
- Deliverable Specification:** All environmental compliance related to fish production is covered under NMFS Biological Opinion (1998)
- \* 300-J National Pollutant Discharge Elimination System (NPDES) permit from OR DEQ. This permit expired on 7/31/12, but Clatsop County reapplied in December 2011. As per email from Mer Wiren of DEQ, the permit is on administrative extension until DEQ can process permit. Email on file in Sharepoint.
- Planned Metrics:**
- \* ESA permit - Section 10 permit
  - \* Are herbicides used as part of work performed under this contract?: No
  - \* Will water craft, heavy equipment, waders, boots, or other equipment be used from outside the local watershed as part of work performed under this contract?: Yes



Milestone Title	Start Date	End Date	Status	Milestone Description
A. Obtain BPA's EC Lead sign-off that EC requirements are complete	10/1/2015	10/1/2015	Inactive	The EC column on the contract SOW tab in Pisces must have a "full moon" for each work element requiring environmental compliance before ground-disturbing implementation of that work element can begin. You will receive verbal or email notification from the EC Lead when a work element or, in rare instances, a portion of a work element is approved for implementation.
B. Determine if contract work could adversely affect Pacific lamprey	10/1/2015	10/1/2015	Inactive	N/A
C. Report lamprey observation and catch data to USFWS by Feb. 15	10/1/2015	10/1/2015	Inactive	N/A
D. Inspect water craft, waders, boots, etc. to be used in or near water for aquatic invasive species	10/1/2015	9/30/2016	Inactive	Aquatic Invasive Species Guidance: Uniform Decontamination Procedures: <a href="http://www.aquaticnuisance.org/wordpress/wp-content/uploads/2009/01/Recommended-Protocols-and-Standards-for-Watercraft-Interception-Programs-for-Dreissenid-Mussels-in-the-Western-United-States-September-8.pdf">http://www.aquaticnuisance.org/wordpress/wp-content/uploads/2009/01/Recommended-Protocols-and-Standards-for-Watercraft-Interception-Programs-for-Dreissenid-Mussels-in-the-Western-United-States-September-8.pdf</a> -- Best management guidance for boaters: <a href="http://www.coastal.ca.gov/ccbn/bmp-boaters.pdf">http://www.coastal.ca.gov/ccbn/bmp-boaters.pdf</a> -- Aquatic Nuisance Species newsletter: <a href="http://www.aquaticnuisance.org/newsletters">http://www.aquaticnuisance.org/newsletters</a> -- State Aquatic Invasive Species Management Plans: Oregon: <a href="http://www.clr.pdx.edu/publications/files/OR_ANS_Plan.pdf">http://www.clr.pdx.edu/publications/files/OR_ANS_Plan.pdf</a> --
E. Inspect and, if necessary, wash vehicles and equipment infested with terrestrial invasive species	10/1/2015	9/30/2016	Inactive	Prevent spread of invasive species
F. Participate in ESA Consultation	10/1/2015	10/9/2015	Inactive	Work may include drafting BA, completing HIP III BO Project Notification Form, submitting high risk project designs to Restoration Review Team (RRT), providing copy of Section 10, 4(d), or 6 permit, etc., or submitting Hatchery Genetic Management Plan to BPA for ESA consultation initiation, and providing input for the ensuing consultation.
G. Obtain/Renew applicable local, state, federal and tribal environmental permits	10/1/2015	10/9/2015	Inactive	* 300-J National Pollutant Discharge Elimination System (NPDES) permit from OR DEQ. This permit expired on 7/31/12, but Clatsop County reapplied in December 2011. As per email from Mer Wiren of DEQ, the permit is on administrative extension until DEQ can process permit. Email on file in Sharepoint.  * ESA permit - Section 10 permit
H. Provide information for Section 106 Cultural review - N/A	10/1/2015	10/1/2015	Inactive	Email EC lead detailed project description, map, and shapefiles so that BPA can initiate Section 106 review. - N/A
I. Plan for field inventory - N/A	10/1/2015	10/1/2015	Inactive	Coordinate with EC Lead and BPA archaeologist to determine appropriate approach and methodology for field inventory, if determined necessary by BPA archaeologist.
J. Cultural resource surveys - N/A	10/1/2015	10/1/2015	Inactive	N/A
Deliverable: K. BPA EC Compliance Met		10/1/2015	Inactive	See the Deliverable Specification above

**B: 174. Produce Plan**

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

**Description:** Provide attachment of the 2016 hatchery management plan for hatchery spring Chinook, SAB fall Chinook and early lower Columbia River coho reared and released from Clatsop County Fisheries' rearing sites.

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

**Primary Focal Species:** Chinook - Upper Willamette River ESU



Milestone Title	Start Date	End Date	Status	Milestone Description
A. Environmental compliance requirements complete	10/1/2015	10/1/2015	Completed	On-the-ground work associated with this work element cannot proceed until this milestone is complete. Milestone is complete when final documentation is received from BPA environmental compliance staff (completion can be based on pre-existing environmental documentation from BPA).
B. Produce and upload under attachments Annual 2016 Hatchery Management Plan	10/1/2015	10/1/2015	Inactive	Upload document under attachments for this CR (contract)
Deliverable: C. 2016 Hatchery Management Plan		10/1/2015	Inactive	See the Deliverable Specification above

**C: 176. Produce Hatchery Fish**

**Title:** 2014 brood hatchery spring Chinook  
**Description:** Perform all activities associated with over-winter rearing and release of spring Chinook smolts at Youngs Bay and Blind Slough. All fish are received as fingerlings from Gnat Creek Hatchery into net pens for final rearing to smolt stage and released from the pens. Receipt of fish, feeding, net changing and washing, weighing, mortality monitoring, and possible disease treatment all take place during rearing.  
**Deliverable Specification:** 650,000 2014 brood spring Chinook released from Youngs Bay net pens and 150,000 from Blind Slough net pens.

The over-winter fish are received as fingerlings in November from Gnat Creek Hatchery into the Youngs Bay and Blind Slough net pens and reared (fed, weighed, treated, inventoried, change nets) until April of the following year and released directly from the pens.

**Planned Metrics:**

- \* Purpose of production program : Harvest Augmentation
- \* # eggs you released to the natural environment during this contract period: 0
- \* # juveniles you released to the natural environment during this contract period: 800000
- \* Secondary purpose of production program (if any) : Harvest Augmentation
- \* Brood Year: 2014
- \* # of kelts collected or received: 0
- \* # of adults released to the natural environment during this contract period: 0
- \* # of female fish retained as broodstock: 0
- \* # of male fish retained as broodstock: 0
- \* # eggs imported from a BPA-funded facility: 0
- \* # eggs imported from a non BPA-funded facility: 0
- \* # eggs transferred to another BPA-funded facility: 0
- \* # of eggs retained in your facility at the end of this contract period: 0
- \* # of juveniles imported from a BPA-funded facility: 800000
- \* # of juveniles imported from a non BPA-funded facility: 0
- \* # of juveniles transferred to another BPA-funded facility: 0
- \* # of juveniles retained in your facility at the end of this contract period: 0
- \* # of kelts transferred to a BPA-funded facility: 0
- \* # of captively reared adults transferred to a BPA-funded facility: 0
- \* # of adults imported from a BPA-funded facility: 0
- \* # of adults imported from a non BPA-funded facility: 0
- \* # of adults transferred to another BPA-funded facility: 0
- \* # of adults retained in your facility at the end of this contract period: 0
- \* # of captively reared adults retained in your facility at the end of this contract period: 0

**Locations:**

**Primary Focal Species:** Chinook - Upper Willamette River ESU  
**Country:** US **NPCC Subbasin:** COLUMBIA ESTUARY  
**State:** OR **HUC6 Watershed:** BIG CREEK  
**County:** CLATSOP **HUC6 Name:**  
**Salmonid ESUs Present:** Columbia River Chum Salmon ESU (<multiple>) | Lower Columbia River Chinook Salmon ESU (<multiple>) | Lower Columbia River Coho Salmon ESU (<multiple>)



Milestone Title	Start Date	End Date	Status	Milestone Description
A. Environmental compliance requirements complete	10/1/2015	10/1/2015	Completed	On-the-ground work associated with this work element cannot proceed until this milestone is complete. Milestone is complete when final documentation is received from BPA environmental compliance staff (completion can be based on pre-existing environmental documentation from BPA).
B. Maintain NPDES Permit	10/1/2015	9/30/2016	Inactive	Comply with NPDES Standards, reporting, and monitoring as appropriate for your facility.
C. Receive spring Chinook fingerlings and rear at Youngs Bay net pens until release	10/1/2015	3/31/2016	Inactive	Receive 650,000 2013 brood spring Chinook fingerlings from Gnat Creek Hatchery to rear over winter at Youngs Bay net pens until release
D. Receive spring Chinook fingerlings at Blind Slough net pens and rear until release	10/1/2015	3/31/2016	Inactive	Receive 150,000 2013 brood spring Chinook fingerlings from Gnat Creek Hatchery to rear at Blind Slough net pens until release
E. Release spring Chinook smolts from Youngs Bay net pens	3/1/2016	3/31/2016	Inactive	Release 650,000 2013 brood spring Chinook smolts at Youngs Bay net pens. For optimum release conditions to avoid as much predation as possible, a time is chosen when the tides are highest during hours after dark and then the nets are pulled out and the fish leave the pens of their own volition.
F. Release spring Chinook smolts from Blind Slough net pens	3/1/2016	3/31/2016	Inactive	Release 150,000 2013 brood spring Chinook smolts from Blind Slough net pens. For optimum release conditions to avoid as much predation as possible, a time is chosen when the tides are highest during hours after dark and then the nets are pulled out and the fish leave the pens of their own volition.
Deliverable: G. 800,000 2014 brood spring Chinook smolts		3/31/2016	Inactive	See the Deliverable Specification above

**D: 176. Produce Hatchery Fish**

**Title:** 2014 brood early stock lower Columbia River hatchery coho  
**Description:** Perform all activities associated with over-winter rearing and release of 2014 brood early stock lower Columbia River coho at Tongue Point MERTS net-pen site

Fish are received as fingerlings from Clackamas Hatchery into net pens for final rearing to smolt stage and released from the pens. Receipt of fish, feeding, net changing and washing, weighing, mortality monitoring and possible disease treatment all take place during rearing.

**Deliverable Specification:** 540,000 coho 2014 brood received in October as fingerlings from Clackamas Hatchery and reared over-winter at the Tongue Point MERTS net-pen site for release in April.

- Planned Metrics:**
- \* Purpose of production program : Harvest Augmentation
  - \* # eggs you released to the natural environment during this contract period: 0
  - \* # juveniles you released to the natural environment during this contract period: 540000
  - \* Secondary purpose of production program (if any) : Harvest Augmentation
  - \* Brood Year: 2014
  - \* # of kelts collected or received: 0
  - \* # of adults released to the natural environment during this contract period: 0
  - \* # of female fish retained as broodstock: 0
  - \* # of male fish retained as broodstock: 0
  - \* # eggs imported from a BPA-funded facility: 0
  - \* # eggs imported from a non BPA-funded facility: 0
  - \* # eggs transferred to another BPA-funded facility: 0
  - \* # of eggs retained in your facility at the end of this contract period: 0
  - \* # of juveniles imported from a BPA-funded facility: 0
  - \* # of juveniles imported from a non BPA-funded facility: 540000
  - \* # of juveniles transferred to another BPA-funded facility: 0
  - \* # of juveniles retained in your facility at the end of this contract period: 0
  - \* # of kelts transferred to a BPA-funded facility: 0
  - \* # of captively reared adults transferred to a BPA-funded facility: 0
  - \* # of adults imported from a BPA-funded facility: 0
  - \* # of adults imported from a non BPA-funded facility: 0
  - \* # of adults transferred to another BPA-funded facility: 0
  - \* # of adults retained in your facility at the end of this contract period: 0
  - \* # of captively reared adults retained in your facility at the end of this contract period: 0



Locations: 1  
 Primary Focal Species: Coho - Lower Columbia River ESU  
 Country: US  
 State: OR  
 County: CLATSOP  
 Salmonid ESUs Present: Columbia River Chum Salmon ESU (River mouth) | Lower Columbia River Chinook Salmon ESU (River mouth) | Lower Columbia River Coho Salmon ESU (River mouth)  
 NPCC Subbasin: COLUMBIA ESTUARY  
 HUC5 Watershed:  
 HUC6 Name:

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Environmental compliance requirements complete	10/1/2015	10/1/2015	Completed	On-the-ground work associated with this work element cannot proceed until this milestone is complete. Milestone is complete when final documentation is received from BPA environmental compliance staff (completion can be based on pre-existing environmental documentation from BPA).
B. Maintain NPDES Permit	10/1/2015	9/30/2016	Inactive	Comply with NPDES Standards, reporting, and monitoring as appropriate for your facility.
C. Receive and rear coho fingerlings at Tongue Point MERTS site	10/1/2015	4/30/2016	Inactive	Receive 540,000 2014 brood coho fingerlings from Clackamas Hatchery to rear over-winter at the Tongue Point MERTS net-pen site
D. Release coho smolts from Tongue Point MERTS net pens	4/1/2016	4/30/2016	Inactive	Release 540,000 2014 brood coho smolts from Tongue Point MERTS net pens. For optimum release conditions to avoid as much predation as possible, a time is chosen when the tides are highest during hours after dark and then the nets are pulled out and the fish leave the pens of their own volition.
Deliverable: E. 540,000 2014 brood early stock lower Columbia River hatchery coho smolts		4/30/2016	Inactive	See the Deliverable Specification above

**E: 176. Produce Hatchery Fish**

Title: 2015 brood hatchery Select Area bright fall Chinook  
 Description: Receive Select Area bright (SAB) fall Chinook fry at Youngs Bay net pens for rearing until smolt stage for release early to mid-July.  
 Deliverable Specification: 750,000 2015 brood Select Area bright fall Chinook smolts released from Youngs Bay net pens. Ponding of fry from Clatsop County's South Fork Hatchery will occur during February into the Youngs Bay net pens. Rearing will occur until fish are smolted, and release will occur from early to mid-July (depending on water temperatures).  
 Planned Metrics:  
 \* Purpose of production program : Harvest Augmentation  
 \* # eggs you released to the natural environment during this contract period: 0  
 \* # juveniles you released to the natural environment during this contract period: 750000  
 \* Secondary purpose of production program (if any) : Harvest Augmentation  
 \* Brood Year: 2015  
 \* # of kelts collected or received: 0  
 \* # of adults released to the natural environment during this contract period: 0  
 \* # of female fish retained as broodstock: 0  
 \* # of male fish retained as broodstock: 0  
 \* # eggs imported from a BPA-funded facility: 0  
 \* # eggs imported from a non BPA-funded facility: 0  
 \* # eggs transferred to another BPA-funded facility: 0  
 \* # of eggs retained in your facility at the end of this contract period: 0  
 \* # of juveniles imported from a BPA-funded facility: 0  
 \* # of juveniles imported from a non BPA-funded facility: 750000  
 \* # of juveniles transferred to another BPA-funded facility: 0  
 \* # of juveniles retained in your facility at the end of this contract period: 0  
 \* # of kelts transferred to a BPA-funded facility: 0  
 \* # of captively reared adults transferred to a BPA-funded facility: 0  
 \* # of adults imported from a BPA-funded facility: 0  
 \* # of adults imported from a non BPA-funded facility: 0  
 \* # of adults transferred to another BPA-funded facility: 0  
 \* # of adults retained in your facility at the end of this contract period: 0  
 \* # of captively reared adults retained in your facility at the end of this contract period: 0

Locations: 1  
 Primary Focal Species: Chinook - Upper Columbia River Summer/Fall ESU  
 Country: US  
 NPCC Subbasin: COLUMBIA ESTUARY



State: OR HUC5 Watershed:  
 County: CLATSOP HUC6 Name:  
 Salmonid ESUs Present: Columbia River Chum Salmon ESU (River mouth) | Lower Columbia River Chinook Salmon ESU (River mouth) | Lower Columbia River Coho Salmon ESU (River mouth)

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Environmental compliance requirements complete	10/1/2015	10/1/2015	Completed	On-the-ground work associated with this work element cannot proceed until this milestone is complete. Milestone is complete when final documentation is received from BPA environmental compliance staff (completion can be based on pre-existing environmental documentation from BPA).
B. Maintain NPDES Permit	10/1/2015	9/30/2016	Inactive	Comply with NPDES Standards, reporting, and monitoring as appropriate for your facility.
C. Receive and pond SAB fall Chinook into Youngs Bay net pens	2/1/2016	3/15/2016	Inactive	Receive up to 750,000 2014 brood SAB fall Chinook fry into Youngs Bay net pens from Clatsop County's South Fork Hatchery through the month of February.
D. Release Select Area bright fall Chinook smolts in Youngs Bay	6/1/2016	7/15/2016	Inactive	Release up to 750,000 2015 brood Select Area bright fall Chinook smolts from Youngs Bay net pens. For optimum release conditions to avoid as much predation as possible, a time is chosen when the tides are highest during hours after dark and then the nets are pulled out and the fish leave the pens of their own volition.
Deliverable: E. 750,000 2015 brood Select Area bright fall Chinook smolts		7/15/2016	Inactive	See the Deliverable Specification above

**F: 158. Mark/Tag Animals**

**Title:** Assist with mass marking and coded-wire tag 2015 brood SAB fall Chinook  
**Description:** Assist with clipping left ventral fins on 100% of 2015 brood Select Area bright (SAB) fall Chinook smolts to facilitate positive identification of project-released fish. Code-wire tag and adipose fin clip one group of 30,000 for Youngs Bay project evaluation.  
**Deliverable Specification:** Clatsop County Fisheries' staff will assist ODFW tagging program staff with mass marking of 750,000 and CWT a sample (30,000) of the 2015 brood SAB fall Chinook at Clatsop County Fisheries' Youngs Bay net-pen site. Prior to marking staff assistant will recruit and take applications for fish markers. During marking field staff will keep the marking trailer supplied with juvenile fish, administer anesthetic, monitor and record marking numbers and submit summary reports and time sheets.  
**Planned Metrics:**  
 \* Primary R, M, and E Focal Strategy : Harvest  
 \* Primary R, M, and E Type : Project Implementation/Compliance Monitoring  
 \* Secondary R, M, and E Type : Project Implementation/Compliance Monitoring  
 \* Secondary R, M, and E Focal Strategy : Harvest  
 \* # fish tagged with CWT: 25000  
 \* # fish marked with ad clip: 25000  
 \* # of "other" tag/marks applied to fish: 7500000  
**Locations:** 1  
**Primary Focal Species:** Chinook - Upper Columbia River Summer/Fall ESU  
**Country:** US NPCC Subbasin: COLUMBIA ESTUARY  
**State:** OR HUC5 Watershed:  
**County:** CLATSOP HUC6 Name:  
**Salmonid ESUs Present:** Columbia River Chum Salmon ESU (River mouth) | Lower Columbia River Chinook Salmon ESU (River mouth) | Lower Columbia River Coho Salmon ESU (River mouth)

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Environmental compliance requirements complete	10/1/2015	10/1/2015	Completed	On-the-ground work associated with this work element cannot proceed until this milestone is complete. Milestone is complete when final documentation is received from BPA environmental compliance staff (completion can be based on pre-existing environmental documentation from BPA).
B. Assist with mass marking and coded-wire tagging of SAB fall Chinook	4/1/2016	5/31/2016	Inactive	Assist with mass marking 100% of Select Area bright fall Chinook with left ventral fin clip. Mark and tag one group of 30,000 fish with adipose fin clips and coded-wire tags for Youngs Bay net-pen releases.
Deliverable: C. Fin mark and CWT 2015 brood SAB fall Chinook		5/31/2016	Inactive	See the Deliverable Specification above

**G: 141. Produce Other Report**

**Title:** Fisherman Assessment Summary



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

**Deliverable Specification:** Actual contribution receipts will be compared with fish landing information at each Select Area site to determine level of participation. A spreadsheet showing the amount collected by each processor for fisherman and processor portions is generated and kept on file as part of the financial records of the program. The 2015 summary report will be prepared and attached after landings have been received from Oregon Dept. of Fish and Wildlife at the end of each season.

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Complete summary of 2015 summer and fall fishery contributions	11/1/2015	1/31/2016	Inactive	Complete receipt and summary of 2014 summer and fall fishery contributions
B. Prepare & attach 2015 winter, spring, summer and fall assessment contributions	1/1/2016	2/29/2016	Inactive	Complete summary spreadsheet of all Oregon 2014 SAFE voluntary assessment contributions and attach in Pisces.
C. Complete summary of 2016 winter and spring fishery contributions	2/1/2016	7/31/2016	Inactive	Complete receipt and summary of 2015 winter and spring fishery contributions
D. Begin receiving 2016 summer and fall fishery contributions	7/1/2016	9/30/2016	Inactive	Receive contributions from 2015 summer and fall fishery
Deliverable: E. Complete and attach 2016 winter, spring, summer and fall assessment contributions		9/30/2016	Inactive	See the Deliverable Specification above

**H: 119. Manage and Administer Projects**

**Title:** Select Area Fisheries Enhancement Project Management

**Description:** Complete administrative work in support of Bonneville Power Administration's programmatic requirements for the Select Area Fisheries Enhancement Project. This will require coordination meetings with all three entities; Washington Dept. of Fish & Wildlife, Oregon Dept. of Fish & Wildlife, and Clatsop County Fisheries. These will occur on a bi-monthly basis (6/year).

- Deliverable Specification:**
- \* SAFE coordination meetings
  - \* FY17 SOW and budget renewal
  - \* Submit September year end 2016 accrual estimate
  - \* Respond to BPA 2015 Cost Share request

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Attach Initial FISMA Compliance Attestation (BPA risk category Low)	10/1/2015	10/1/2015	Inactive	<p>BPA contractors are required to protect their data and electronic systems consistent with the federal FISMA law (Federal Information Security Management Act of 2002). Your contract has been rated as "low risk" by BPA Cyber Security. The designated signatory for your organization may vary.</p> <p>Check with your COTR to see if BPA has already obtained, or will soon obtain through previous contracts, the attestation. If not, please work with your COTR to obtain a signed attestation confirming your organization's compliance with FISMA. Attestations can be in the form of a formal memorandum, letter, or email. An email will need to be cut and pasted into a word processing program. All attachments must be saved and uploaded as PDF. A sample attestation communication that describes the minimum information required can be found as a Pisces attachment at (<a href="https://pisc.es.bpa.gov/release/documents/DocumentViewer.aspx?doc=P137862">https://pisc.es.bpa.gov/release/documents/DocumentViewer.aspx?doc=P137862</a>).</p> <p>Upload the attestation to Pisces under the new "FISMA Attestation" File Type, and type in the title as "Low-risk FISMA attestation". This milestone is considered complete when the contractor has uploaded an electronic copy of a signed attestation. Deadline: Start and end dates are both the first day of the contract.</p>
B. Submit final invoice for prior contract within 90 days to facilitate contract closeout	10/1/2015	12/31/2015	Inactive	<p>Within 90 days of the last day of the PRIOR contract, the contractor shall issue a final invoice. In instances where more than 90 days is needed (e.g., because subcontractors have not invoiced), the contractor shall: 1. review records, 2. estimate all outstanding costs, and 3. provide BPA with a single, cumulative estimate of all completed, but uninvoiced work. This amount shall be emailed to <a href="mailto:FWinvoices@bpa.gov">FWinvoices@bpa.gov</a> and the COTR.</p>
C. Accrual - Submit September estimate to BPA	8/10/2016	9/10/2016	Inactive	<p>Provide BPA with an estimate of contract work that will occur prior to September 30 but will not be billed until October 1 or later. Data must be input in to Pisces by September 10 (begins Aug 10, ends Sep 10).</p>
D. Facilitate inputting Cost Share information into Pisces at the Project level	10/1/2015	11/15/2015	Inactive	<p>Submit cost via PISCES Cost share tab.</p>
E. Comply with all applicable federal, state, tribal and local safety requirements, including reporting	10/1/2015	9/30/2016	Inactive	<p>As described in the contract's Terms and Conditions, the contract manager and contractor shall comply with all applicable federal, state, tribal and local safety laws, rules, regulations and requirements.</p>
F. Bi-monthly project coordination meetings with WDFW and ODFW	10/1/2015	9/30/2016	Inactive	<p>Co-host bimonthly meetings for coordination of all project activities</p>
G. Submit 2017 Draft SOW/budget to COTR	6/1/2016	6/30/2016	Inactive	<p>Complete draft SOW in PISCES and submit via PISCES SOW tab "submit button" and a draft line item budget in excel to COTR. Respond to COTR comments and suggestions for SOW/budget and conduct internal review if necessary.</p> <p>A CR will be created by the COTR in PISCES for a draft. COTR will notify Clatsop County with CR number and appropriate due date.</p>
H. Confirm that FISMA compliance documentation for any subsequent contract is current	6/6/2016	6/10/2016	Inactive	<p>Contact your COTR and check in Pisces to confirm that the FISMA compliance documentation for your subsequent contract is still current. If not, work with COTR to update documentation. (Due 125 days before the contract end date).</p> <p>BPA contractors are required to protect their data and electronic systems consistent with the federal FISMA law (Federal Information Security Management Act of 2002). Your contract will be rated as "low risk" by BPA Cyber Security.</p>
I. Finalize 2017 contract package with COTR	7/1/2016	7/22/2016	Inactive	<p>Work with COTR to finalize 2016 contract package - responding to comments and suggestions. Providing final line item budget and property if applicable.</p> <p>Allows BPA contracting officer adequate time to issue a new contract and sufficient time for Clatsop County's review and return of package with signatures.</p>
Deliverable: J. BPA project administration requirements		9/30/2016	Inactive	<p>See the Deliverable Specification above</p>



**I: 132. Produce (Annual) Progress Report**

**Title:** Multi Year 2013 - 2015 SAFE Report - CCF Contribution provided to WDFW  
**Description:** SAFE project proponents will prepare a three-year report covering fall 2012 through spring, summer activities. It will include the Fall 2012 Fishery, Winter, Spring Summer and Fall Fisheries for 2013, 2014, and the Winter, Spring Summer Fisheries of 2015.

The SAFE October 2013 - September 2015 report will be located under the Washington Fish and Wildlife SAFE contract for 2016.

**Deliverable Specification:**

**Planned Metrics:**  
 \* Start date of reporting period : 10/1/2012  
 \* End date of reporting period : 9/30/2015

**J: 185. Produce Pisces Status Report**

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

**Deliverable Specification:**

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Oct-Dec 2015 (10/1/2015 - 12/31/2015)	1/1/2016	1/15/2016	Inactive	
B. Jan-Mar 2016 (1/1/2016 - 3/31/2016)	4/1/2016	4/15/2016	Inactive	
C. Apr-Jun 2016 (4/1/2016 - 6/30/2016)	7/1/2016	7/15/2016	Inactive	
D. Final Jul-Sep 2016 (7/1/2016 - 9/30/2016)	9/16/2016	9/30/2016	Inactive	

**Inadvertent Discovery Instructions**

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

Inadvertent Discovery of Cultural Resources Procedure form:  
<http://www.efw.bpa.gov/IntegratedFWP/InadvertentDiscoveryProcedure.pdf>

1993-060-00 - Select Area Fisheries Enhancement Project  
 Clatsop County Fisheries Budget  
 October 1, 2015 - September 30, 2016  
 Contract 70033

						2015 Costs
<b>A</b>	<b>PERSONNEL - SALARIES AND BENEFITS</b>					<b>\$322,899.</b>
	Natural Resource Manager (0.5 FTE) October 14 - June 15	8 mo @	3,308.39			\$26,467
	Benefits			@	22.50%	\$5,955
	Natural Resource Manager (0.5 FTE)	3 mo @	3,391.10			\$10,173
	Benefits			@	22.50%	\$2,289
	Project Supervisor	7 mo @	5,901.88			\$41,313
	Benefits			@	48.40%	\$19,996
	Project Supervisor	3 mo @	6,049.43			\$18,148
	Benefits			@	48.40%	\$8,784
	Staff Assistant (.85 FTE)	2 mo @	3,828.16			\$6,508
	Benefits			@	45.70%	\$2,528
	Biological Aide CK	9 mo @	4,117.61			\$37,058
	Benefits			@	78.50%	\$29,091
	Biological Aide CK	3 mo @	4,220.55			\$12,662
	Benefits			@	78.50%	\$9,939
	Fisheries Biologist RL	9 mo @	4,323.48			\$38,911
	Benefits			@	76.20%	\$29,650
	Fisheries Biologist RL	3 mo @	4,431.57			\$13,295
	Benefits			@	76.20%	\$10,131
<b>B</b>	<b>TRAVEL</b>					<b>\$9,535</b>
	GSA Vehicle lease - A	210 mo @	10 mo			\$2,100
	GSA Vehicle lease - B	233 mo @	10 mo			\$2,330
	Vehicle Mileage A		5,000.00 mi	@	0.27	\$1,325
	Vehicle Mileage B		14,000.00 mi	@	0.27	\$3,780
<b>C</b>	<b>FIELD/OFFICE SUPPLIES/EQUIPMENT</b>					<b>\$103,531</b>
	Site Maintenance					\$2,627
	Portable sanitation Youngs Bay	8 mo @	95 mo			\$760
	Portable sanitation MERTS	12 mo @	60 mo			\$723
	<b>Moorage/Leases - Oregon Division of State Lands</b>					
	Blind Slough					\$3,121
	Tongue Point MERTS					\$1,020
	Yacht Club					\$1,782
	Tide Point					\$1,277
	Bornstein					\$1,875
	<b>Fish Food/Supplies (see FCB tab for details)</b>					
	Chinook Salmon - 800,000 (Oct-Apr)					\$28,659
	Select Area Brights - 750,000 (Feb-Aug)					\$35,895
	Coho - 540,000 (Oct - May)					\$22,886
	Misc. Materials/Supplies - tools, scales, vaccine, fish treatment chemicals					\$2,905
<b>D</b>	<b>DIRECT COSTS (Sum of Items A thru C)</b>					<b>\$435,964</b>
<b>E</b>	<b>INDIRECT</b>			10%		<b>\$43,596</b>
<b>F</b>	<b>TOTAL CONTRACT COSTS</b>					<b>\$479,561.</b>

1993-060-00 - Select Area Fisheries Enhancement Project  
 2015 SAFE Feed Calculations Breakdown  
 October 1, 2015 - September 30, 2016  
 Contract 70033

Fish Food/Supplies

	FEED TYPE	UNIT PRICE	QUANTITY	COST	TOTALS
<b>SPRING CHINOOK BY 14</b>					
800,000 @25 fish/lb to 12 fish/lb	Bioclark Fry 2.5mm	1.012	28,072	28,409	
Freight		200	1.25	250	<b>28,659</b>
<b>SAB FALL CHINOOK BY 15</b>					
750,000 @ 1,000 fish/lb to 20 fish/lb					
	BioVita 0 starter	1.980	396	784	
	BioVita 1 starter	2.025	968	1,960	
	BioVita 2 starter	2.034	1,980	4,026	
Medicated feed, 1.2mm part of regular regime	Romet 30 or TM-200	2.755	440	1,212	
	Bioclark Fry 1.2mm	1.446	2,244	3,245	
	Bioclark Fry 1.5mm	1.098	3,344	3,672	
	Bioclark Fry 2.0mm	1.052	13,992	14,720	
	Bioclark Fry 2.5mm	1.007	5,984	6,026	<b>36,896</b>
Freight		200	1.25	250	
<b>COHO BY 14</b>					
540,000 @ 28 fish/lb to 14 fish/lb					
Medicated feed, TM 2.0 part of regular regime	Romet 30 or TM-200	2.521	2,640	6,655	
	Bioclark Fry 2.0mm	1.086	1,804	1,959	
	Bioclark Fry 2.5mm	0.988	14,344	14,172	<b>22,886</b>
Freight		200	0.50	100	
<b>TOTAL</b>					<b>87,440</b>

NOTES: Many variables affect feed cost calculations such as water temperatures, feed conversions and incidence of disease, etc.

Equipment Inventory

SAFE 2016 Property

Contract 66417 transferring to Contract 70033

BPA Project Number: 1993-060-00

Item	Type of Acquisition			Shop Built	Cost	Current Condition (good, inoperable, fair, etc.)	Current Value	Abandon or BPA retains title (BPA will complete)
	Date Acquired	New	Surplus					
1 Net pens, 20 4-pen units	11/92-4/97	x			\$420,673	fair	\$150,000	retain
2 Outboard Johnson 40hp	Aug-06	x			\$3,242	good	\$1,000	
3 Ford F350 2003 Flatbed	Apr-08		x		\$0	fair	\$6,000	
4 Polaris ATV Six-Track	Feb-08	x			\$7,499	good	\$4,000	

Note: Current value is an estimation

**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**July 27, 2016**

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**Issue/Agenda Title:** Workers' Compensation for Volunteers

**Category:** Business Agenda

**Prepared By:** Robin Koch, Director Human Resources

**Presented By:** Robin Koch, Director of Human Resources

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**Issue before the Commission:** Whether to accept a separate industrial insurance policy for County volunteers except those in Public Safety and County Commissioners.

**Informational Summary:** Effective July 1, 2016, the County has elected to shift all but a handful of volunteers to a Volunteer Accident insurance policy. The reason for taking this action is for cost savings on Workers Compensation premium and in an effort to control future Workers' Compensation costs. We were also able to maintain our low rate with SAIF with our commitment to make this change.

In addition, this change will help preserve future potential increases in Workers' Comp premium due to impact of claims from volunteers on our experience modification factor which ultimately drives changes in our premium from year to year. For example, in the 2013-2014 policy term, a volunteer of the County suffered a serious injury, which at the time was covered under our Workers' Comp policy. Had the County covered this volunteer under a volunteer accident policy, our annual Worker' Comp premium would have been \$10,715 less.

It is important to mention that Oregon statute does not consider volunteers "subject workers" for purposes of Workers' Compensation. The only exceptions are public safety volunteers such as volunteer sheriff and volunteer rescue teams. In the past, the County has made the election to extend Workers' Compensation coverage to ALL volunteers. Based on additional information from WSC Insurance and review of the cost impact to the County mentioned above, we propose making the following changes and submit a resolution for your consideration.

The County has maintained Workers' Compensation coverage on the following groups as required by Oregon Law:

- Volunteer Sheriffs to include all volunteer search and rescue teams.

- The County has also elected to maintain Workers' Compensation coverage for inmate work crews to include those working as a result of court order community service, as Workers' Compensation provides exclusive or sole remedy protection for the County.
- County Commissioners.

The Volunteer Accident insurance coverage policy is robust and will provide our valued community volunteers with payment of additional out of pocket expenses, should they be injured while performing volunteer duties, beyond what their health coverage might provide. If the volunteer doesn't have any medical coverage, the accident policy will become their primary coverage.

In summary, we have made this change as recommended by WSC Insurance, our new appointed insurance agent. The new proposed Volunteer Resolution reflects these changes.

**Fiscal Impact:** This new insurance policy represents a savings of approximately 10% or \$16,486, less the cost of the Volunteer Accident policy of \$1,479, thus, having a net savings to the County of \$15,007.

**Options to Consider:**

1. Recommend the Board adopt the attached Resolution and Order implementing the new industrial insurance policy for volunteers.
2. The Board could choose to not adopt a separate industrial insurance policy for volunteers.

**Staff Recommendation:** Option #1. Adopt the attached Resolution and Order implementing a new industrial insurance policy for volunteers.

**Recommended Motion:** *"I move to approve the attached Resolution and Order implementing a new industrial insurance policy for volunteers, effective July 1, 2016."*

**Attachment List:**

Attachment A - Resolution & Order Adopting Revisions to the Compensation Plan

IN THE BOARD OF COMMISSIONERS AND LOCAL CONTRACT REVIEW  
FOR CLATSOP COUNTY

PROVIDING WORKERS' )  
COMPENSATION COVERAGE FOR ) RESOLUTION AND ORDER  
CERTAIN CLATSOP COUNTY )  
VOLUNTEERS AND INMATES )

WHEREAS, Clatsop County relies on its volunteers to serve on its boards, assist the Sheriff, help care for animals, help keep County parks clean, help run its County fair, and serve in many other areas; and

WHEREAS, for insurance purposes "Public Safety Personnel" and "Search and Rescue volunteers" are required to be covered by workers compensation insurance; and

WHEREAS, the County must specify by Resolution the categories of these volunteers who will be covered by workers compensation insurance; and

WHEREAS, the remainder of volunteers serving the County are insured through the County's general liability policy; and

WHEREAS, the Sheriff's office manages an inmate work crew as well as a work crew for offenders sentenced by the courts to perform community service, and these offenders require workers' compensation coverage.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED:

- A. The following classes of volunteers will be provided with workers compensation coverage pursuant to ORS 656.031:
1. All volunteer "public safety personnel":
    - a. "Public safety personnel" are those volunteers whose service is defined in ORS 181A.355(16), and include:

- i. Sheriff's Reserve Deputies
    - ii. Sheriff's Office Chaplains
  - b. An assumed monthly wage of \$1,500 will be used for workers' compensation calculations for public safety volunteers.
  - c. Rosters of the official membership of each class of volunteer public safety personnel shall be maintained.
- 2. All "Search and Rescue volunteers":
  - a. "Qualified Search and Rescue volunteers" are those team members whose service is defined in ORS 404.200(1) and include:
    - i. Search and Rescue team members
    - ii. Underwater Recovery Team
    - iii. High Angle Rescue Team
  - b. An assumed hourly wage of the Oregon minimum wage (currently \$9.25 per hour) will be used for both premium and benefit calculations for Qualified Search and Rescue volunteers.
  - c. Rosters of the official membership of each class of Qualified Search and Rescue volunteers shall be maintained.
- 3. The following classes of volunteers will NOT be provided with workers' compensation coverage:
  - a. All volunteer boards, commissions and committees for the performance of deliberative, administrative or policy setting duties.
  - b. All volunteers (other than public safety volunteers) at County public events.
  - c. All other volunteers who are not "public safety personnel" or "qualified search and rescue volunteers".
- 4. Workers' Compensation Coverage will be provided for inmate work crew participants pursuant to ORS 656.041:
  - a. The inmate work crew and offenders sentenced to perform supervised community service will be provided workers' compensation coverage.
  - b. The Oregon minimum wage (currently \$9.75 per hour) will be used for both premium and benefit calculations.

c. A roster of the inmates/offenders with dates and hours worked shall be maintained.

5. Workers' Compensation coverage will be provided to County Commissioners pursuant to specific election made under this resolution pursuant to ORS 656.031:

a. The Oregon minimum wage (currently \$9.75 per hour) will be used for both premium and benefit calculations.

b. A roster of the dates and hours worked shall be maintained.

Dated this \_\_\_ day of July, 2016

BOARD OF COMMISSIONERS FOR CLATSOP COUNTY

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Scott Lee, Chair



**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**July 27, 2016**

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**Issue/Agenda Title:** Dispatch Services Agreement **Category:** Consent Calendar

**Prepared By:** Paul Williams

**Presented By:** Sheriff Thomas J. Bergin

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**Issue before the Commission:** Approve and adopt the agreement for Police Dispatch Services and authorize the County Manager to execute.

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

The City of Astoria's cost of providing this service has increased due to equipment replacement needs and the increased cost of personnel services. The contract amounts, shared costs, are based on call load of each agency and the County's share of the call load continues to increase. There are limited options in addressing the issue in that the County is not able to provide the service itself and the other provider, City of Seaside does not have the capacity.

**Fiscal Impact:** The contract amount is \$344,368 and is budgeted for in the 2016/17 budget.

**Options to Consider:**

1. Approve and adopt the agreement.
2. Revise the agreement

**Staff Recommendation:** Approve and adopt the agreement

**Recommended Motion:** *"I move to approve and adopt the Police Dispatch Services Agreement with the City of Astoria and authorize the County Manager to execute."*

**Attachment List:**

- A. Police Dispatch Services Agreement.

A G R E E M E N T

POLICE DISPATCH SERVICES

THIS AGREEMENT is entered into on the 1st day of July, 2016 by and between CLATSOP COUNTY, hereinafter called "County", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

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

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

I.

SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

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

1. Answering service for County police emergency incoming telephone lines;
2. Advising appropriate police agency by means of radio of services requested by the public;
3. Answering police radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Providing teletype service to authorized personnel.

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

II.

CONSIDERATION

A. For the service provided by Astoria, County agrees to a cost of \$344,368 for the period of July 1, 2016 to June 30, 2017.

B. County shall pay Astoria as follows:

The sum \$344,368, payment due on September 30, 2016

OR

1. For the period from the 1st day of July, 2016 to the 30th day of September, 2016, the sum of \$86,092; payment due on September 30, 2016;
2. For the period from the 1st day of October, 2016 to the 31st day of December, 2016, the sum of \$86,092; payment due on December 31, 2016;
3. For the period from the 1st day of January, 2017 to the 31st day of March, 2017, the sum of \$86,092; payment due on March 31, 2017;
4. For the period from the 1st day of April, 2017 to the 30th day of June, 2017, the sum of \$86,092; payment due on June 30, 2017.

III.

LIABILITY INSURANCE

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

IV.

TELEPHONE LINES

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

V.

TERM OF CONTRACT

This contract shall be effective from July 1, 2016 to June 30, 2017 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VI.

ATTORNEY FEES

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

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

CITY OF ASTORIA

CLATSOP COUNTY

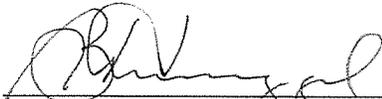
By \_\_\_\_\_  
Arline LaMear, Mayor

By \_\_\_\_\_

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

By \_\_\_\_\_

APPROVED AS TO FORM

  
\_\_\_\_\_  
Astoria City Attorney



**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**July 27, 2016**

---

**Issue/Agenda Title:** Approve and adopt Personal/Professional Services Contract with ERS Emergency Responder Services, Inc to purchase, install and perform warranty service on specialty equipment for patrol vehicles purchased in 2016/17 fiscal year. **Category:** Consent Calendar

**Prepared By:** Paul E Williams

**Presented By:** Sheriff Thomas J. Bergin

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**Issue before the Commission:** Consider the proposed contract with ERS Emergency Responder Services (ERS), Inc to supply and install specialty equipment for new build patrol vehicles. Contract also provides for warranty work.

**Informational Summary:** The Sheriff's Office sought quotes from six (6) businesses to up fit five (5) patrol vehicles in the 2016/17 fiscal year. The statement of work requires the vendor to purchase all specialty equipment, install the equipment and perform any requested repairs during the warranty term. The Sheriff's Office received four (4) submittals. The submittals were evaluated based on price, history of performance, quality of workmanship and responsiveness. The Sheriff's Office after consideration recommends the county enter into a contract with ERS to provide this service. ERS is the low bidder.

**Fiscal Impact:** Sufficient funds are appropriated in the 2016/17 fiscal year to execute the proposed contract.

**Options to Consider:**

1. Approve and adopt the proposed contract with ERS
2. Re-evaluate the submittals and chose another business
3. Seek additional request for quotes and chose another business

**Staff Recommendation:** Approve and adopt the contract with ERS.

**Recommended Motion:** *"I move to approve and adopt the Personal Professional Services Contract with ERS Emergency Responder Services, Inc and authorize the County Manager to execute."*

**Attachment List:**

- A. Personal/Professional Services Agreement with ERS Emergency Responder Services, Inc.



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

Contract No. C6056

**PERSONAL/PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT is by and between Clatsop County ("County") and **ERS Emergency Responder Services, 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 \$ **100,000** to be paid to Contractor by County, Contractor agrees to perform between date of execution and **June 30<sup>th</sup>, 2017**, inclusive, the following specific personal and/or professional services:

Outfit all new Sheriff's Office vehicles in the 2016/17 fiscal year to include three (3) patrol chargers, one (1) marine patrol truck and one (1) canine patrol tahoe with all police equipment as detailed in attached quote, excluding the stalker radar which will be purchased by Clatsop County direct (thus reducing quote by \$2099.00). For the non-standard builds, marine patrol truck and canine patrol tahoe, Contractor will obtain equipment utilizing the same pricing procedures as outlined in the attached quote. Hourly rate will not exceed \$74.00/hr for install and \$65.00/hr for travel time. Contractor will provide warranty and repair services for the term of warranty whether that is ERS warranty or manufacturer warranty. Installation schedule will be determined by mutual consent. Any travel by Contractor requires advanced consent by County. Contractor will coordinate installation of communication equipment with Cascade Mobile. Attached quote and warranty (Attachment A) is incorporated in this agreement.

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 \$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:**

 7/7/2016  
Signature Date

Boise Office Mgr  
\_\_\_\_\_  
Title

2637 Saturn Way  
\_\_\_\_\_  
Address

Boise ID 83709  
\_\_\_\_\_  
City State Zip



6/6/2016

Clatsop County Sheriff's Office  
355 7<sup>th</sup> St.  
Astoria, OR 97103

Ref: Fleet Request for Quote 2016/2017-Vender submission responses

Attn. Paul Williams, Chief Deputy

Vender submission will include the cost of each item installed, the cost of all supporting equipment (wiring, connectors, etc). Vendor will include the cost of installation broken down by man-hour. Vendor will provide their hourly rate for installation, hourly response/travel/transport rate:  
Please refer to estimate M1637

Hourly response/travel/transport rate if any or different  
Hourly Shop Rate off site-- \$74.00/hr  
Travel Rate-- \$65.00/hr  
Transport Rate--\$100.00 per direction

The following response for questions 1-6

1. **Do you have field repair personnel that would travel to our location for field repair?** Yes, ERS has personnel that would respond to a service call at the sheriff's location for field repairs.
2. **If so, what is their hourly rate? Is travel time billed at a different rate?** Travel time is 1.5 hours to 2 hours. On-site rate is \$74.00 per hour. Travel time is \$65.00 per hour.
3. **What is your response time for field repairs?** From the time we are notified, we can be able to respond within 48—72 hours. We can respond in 24 hours if needed to do so.
4. **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?** ERS has its own transport drivers which will pick up and deliver. Transport rate is a flat charge which covers for their time and any additional costs.

5. **Upon completion of initial installation, do you deliver vehicle or is the sheriff's office responsible for picking the vehicle up at your shop?** ERS will deliver the new vehicles to the sheriff's office. ERS may wait to deliver 2-3 at one time in order to minimize additional costs. ERS is also waving any transport costs to the sheriff's office for the new builds.
6. **From time of delivery to your shop, what is the standard build time?** ERS can normally have a vehicle completed with 7-10 business days from the time all equipment and the vehicle is delivered to our location. Average lead times from manufacturers can range 2-4 weeks from time of order.

**References for agencies ERS has provided upfitting services for 2015/2016.**

--please see attached.

**Additional notes:**

- ERS provides lifetime warranty on any failures that are a result of ERS. ERS is not responsible for product failure but will assist in getting a replacement ordered.
- ERS uses imprinted wire which defines what each wire goes to.
- ERS only uses GXL wiring which is fire resistant.

ERS is a full Sales, Installation and Service facility—ERS looks forward to a relationship with Clatsop County Sheriff's Department. I would also ask for your review of our Lifetime Warranty Agreement. [www.ersinc-online.com](http://www.ersinc-online.com).



ERS  
Emergency Responder Services, Inc  
2637 S Saturn Way  
Boise, ID 83709

# Estimate

Date	Estimate #
6/16/2016	M1651

## Estimate Prepared For:

CLATSOP COUNTY SHERIFF'S OFFICE  
355 SEVENTH ST  
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

### Thank you for considering us!

To see more ways we can serve you, please visit our website:  
[www.ERSinc-online.com](http://www.ERSinc-online.com)

**THIS IS NOT A BILL.** All Estimates are valid for a period of 30 days. 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
	2016/2017 DODGE CHARGER (PATROL)			
BK2007CGR15	SETINA PB450L4 PUSH BUMPER, ALUMINUM W/ 4-LED WARNING LIGHTS--FOR THE 2015 DODGE CHARGER	699.00	1	699.00
FK0400CGR15	SETINA PB5 FENDER WRAPS FOR THE PB400/PB450 PUSH BUMPER--FOR THE 2015 DODGE CHARGER	319.20	1	319.20
HWLDC15	WHELEN HOWLER LOW FREQUENCY TONE SIREN. ONE SPEAKER W/ 2012-2016 DODGE CHARGER MOUNTING BRACKET	483.20	1	483.20
DRCS100	D AND R ELECTRONICS 100 WATT SIREN SPEAKER	140.00	1	140.00
DRCHRGR-06	D AND R ELECTRONICS SPEAKER BRACKET FOR THE DODGE CHARGER	26.00	1	26.00
380400-W	FEDERAL SIGNAL PAR46 LED SPOT LAMP REPLACEMENT LAMP	168.00	1	168.00
LIBERTY II	WHELEN LIBERTY II LED LIGHTBAR, 50" OR 55", 14 MODULES, LED ALLEY LIGHTS, LED TAKEDOWNS-3 DIODE, INCLUDES HOOK KIT	1,499.00	1	1,499.00
LL-41-RB	ERS SURFACE MOUNT LIGHT, 4 LED'S, SPLIT RED/BLUE, STANDARD BLACK FLANGE (REAR WINDOW)	55.00	2	110.00
LL-41 BRACKET	ERS LL-41 BRACKET FOR THE LL-41 SERIES LIGHTS	10.00	2	20.00
7160-0336	GAMBER JOHNSON TRUNK SLIDE TRAY FOR THE 2011+ DODGE CHARGER	372.40	1	372.40
MISC	ERS WIRE HARNESS	100.00	1	100.00
GRAPHICS	GRAPHICS	270.00	1	270.00
PK1125CGR11	SETINA 10XL PRISONER PARTITION W/ EXTRA LEG ROOM AND HORIZONTAL SLIDING WINDOW. ALSO HAS CHICAGO BARRIER OVER SLIDER WINDOW. FOR THE 2011-2016 DODGE CHARGER	639.20	1	639.20
WK0594CGR11	SETINA WINDOW BARRIERS, POLYCARBONATE--FOR THE DODGE CHARGER	164.50	1	164.50
DK0100CGR11	SETINA DOOR PANELS TPO PLASTIC, BLACK--SLIPS OVER FACTORY DOOR PANEL--DODGE CHARGER	164.50	1	164.50
GK10342UHKSSCAXL	SETINA DUAL WEAPON MOUNT WITH (2) EXTRA LARGE UNIVERSAL GUNLOCKS. W/ OVERRIDE HANDCUFF KEY	300.30	1	300.30
C-VS-2400-CHGR-2	HAVIS SHIELD 24" CENTER CONSOLE FOR THE 2011 DODGE CHARGER. INCLUDES FACE PLATES	306.60	1	306.60
C-CUP2-I	HAVIS SHIELD 4" HIGH PLATE W/TWO CUP HOLDERS INTERNAL MOUNT	35.28	1	35.28
C-ARM-102	HAVIS ARM REST, SIDE CONSOLE MOUNT	57.96	1	57.96
C-MCB	MIC CLIP BRACKET WITH MIC CLIP	11.76	1	11.76
C-LP3-PS1	HAVIS SHIELD 1.5" PLATE W/3 12VDC LIGHTER OUTLETS, 1 SWITCH CUTOUT	42.00	1	42.00
C-PS-4	HAVIS SHIELD 2" PLATE W/4 VERTICAL CUTOUTS FOR SWITCHES	19.32	1	19.32
<b>Total</b>				



ERS  
Emergency Responder Services, Inc  
2637 S Saturn Way  
Boise, ID 83709

# Estimate

Date	Estimate #
6/16/2016	M1651

## Estimate Prepared For:

CLATSOP COUNTY SHERIFF'S OFFICE  
355 SEVENTH ST  
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

### Thank you for considering us!

To see more ways we can serve you, please visit our website:  
[www.ERSinc-online.com](http://www.ERSinc-online.com)

**THIS IS NOT A BILL.** All Estimates are valid for a period of 30 days. 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
C-SW-1	HAVIS SHIELD SWITCH BLACK PADDLE TYPE ROCKER W/RED PILOT LIGHT	16.80	4	67.20
C-SW-4	HAVIS SHIELD SWITCH BLACK PADDLE TYPE ROCKER MOMENTARY	17.64	1	17.64
C-MC	HAVIS SHIELD CONSOLE MIC CLIP	9.24	1	9.24
PL-8060-300-011	PELICAN 8060 LED FLASHLIGHT W/ SIX HOURS OF RUN TIME, 190 LUMENS OF OUTPUT. INCLUDES 100 VAC CHARGER.	145.00	1	145.00
PL-8063-300-012	PELICAN CIG-PLUG W/ FUSE AND RIGHT ANGLE CONNECTOR FOR EXISTING CHARGER	12.00	1	12.00
295SLSA6	WHELEN SINGLE UNIT SIREN WITH 9 SWITCH LIGHT CONTROL AND STANDARD SWITCHING // REPLACES 295HFSA6	399.00	1	399.00
PL-RWO	BROOKINGS LED DOME LIGHT, RED/WHITE	39.00	1	39.00
PL-RWO	BROOKINGS LED DOME LIGHT, RED/WHITE (PRISONER LIGHT)	39.00	1	39.00
QK0634CGR11	SETINA FULL REPLACEMENT TRANSPORT SEAT TPO PLASTIC WITH CENTER PULL SEAT BELT SYSTEM--DODGE CHARGER	639.20	1	639.20
PDU8S	D AND R ELECTRONICS POWER DISTRIBUTION WITH TIMER OUTPUT.	299.00	1	299.00
GARMIN DASHCAM 20	GARMIN DASHCAM 20 IN-CAR VIDEO SYSTEM.	199.00	1	199.00
STALKER RADAR	STALKER RADAR W/ DUAL ANTENNA'S	2,099.00	1	2,099.00
RAM-B-101U-C	RAM MOUNT 1/2" BASE AND C ARM	30.00	1	30.00
RAP-TAB-KEY1-300U	RAM MOUNT KEYBOARD ACCESSORY FOR TABLETS WITH ROTO-VIEW	69.00	1	69.00
RAM-HOL-TAB25U	RAM MOUNT TAB-LOCK LOCKING CRADLE FOR 10" TABLETS INCLUDING THE SAMSUNG GALAXY TAB 4 10.1 AND TAB S 10.5 WITH OTTERBOX DEFENDER CASE	62.00	1	62.00
USB-PANEL-MT	DIRECT CONNECT 12V USB CHARGE OUTLET W/ CAB	14.00	1	14.00
MISC PARTS & MATE...	MISC. PARTS AND MATERIALS	150.00	1	150.00
SHIPPING	SHIPPING AND HANDLING	375.00	1	375.00
LABOR	LABOR/INSTALLATIONS	74.00	35	2,590.00
TRANSPORT - FLAT R...	TRANSPORT (NO CHARGE ON NEW VEHICLES)	0.00	1	0.00
DISCOUNT	DISCOUNT ON LABOR FOR RETURNING CUSTOMER	-300.00		-300.00
<b>Total</b>				<b>\$12,902.50</b>



*Emergency Responder Services, Inc.™*

**29481 NW West Union Rd.  
North Plains, OR 97133**  
Office 503-647-7542  
Fax ---503-647-7747

**2637 Saturn Way  
Boise, ID 83709**  
208-362-1741  
208-562-1318

ERS Emergency Responder Services, Inc. (referred hereafter as ERS) offers a Limited Lifetime Warranty and guarantees each of its new products to be free from defects in material and workmanship.

The obligation of ERS is limited to repairing or replacing any part or parts which, after examination by ERS, are determined to be defective.

This limited lifetime warranty does not cover travel expense, the use of our product together with specialized equipment and/or different electrical wattage (higher or lower) than recommended by the factory, or the use of inappropriate or inadequate wiring or circuit protection.

This limited lifetime warranty does however cover travel expense, and labor charges for any needed repair that arises specifically out of a direct result pertaining to the installation itself of said products.

ERS will in no way be liable for any loss of profits or any indirect damages arising out of any such defect in material and workmanship, whether loss is due to the product or the vehicle. We are not responsible for labor charges for the removal and re-installation of the product.

ERS will not be held accountable for incidental damages, including but not limited to: Loss of vehicle, rental of substitute vehicle, loss of time, loss of work, inconvenience, transportation expenses, telephone, lodging, loss of revenue, loss of and/or damage to personal property arising out of breach of express and implied warranty agreements of its products.

Damage to a product due to negligence or the like will automatically be considered breach of warranty. This limited warranty does not apply to shipping damage, accident, alteration, tampering, misuse or abuse and unauthorized service.

The warranties and remedies above regarding defective merchandise are exclusive and in lieu of all others, oral or written, express or implied. Any other disclaimer of warranty (limitation or liability) in this Agreement is determined to be unenforceable and is otherwise ineffective in whole or in part.

No dealer, distributor, employee, or representative of ERS is authorized to change this warranty in any way or to grant any other warranty.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>ERS, Emergency Responder Services, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) <b>2637 Saturn Way</b>	Requester's name and address (optional) <b>Clatsop County Sheriff                  800 Exchange St Suite 410                  Astoria, OR 97103</b>
6 City, state, and ZIP code <b>Boise, ID 83709</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter

Social security number	
[ ][ ] - [ ][ ] - [ ][ ][ ][ ]	
or	
Employer identification number	
2 0 - 3 0 5 2 8 6 0	

### Part II Certification

Under penalties of perjury, I certify that:

- 1 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2 I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3 I am a U.S. citizen or other U.S. person (defined below); and
- 4 The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	<b>BOISE OFFICE</b> <b>HWGR</b>	Date ▶ <b>7/8/2016</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/8/2016

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).

<b>PRODUCER</b> Mutual Insurance Assoc., Inc. 1575 Baldy Ave Pocatello ID 83201		<b>CONTACT NAME:</b> Terri Azzola <b>PHONE (A/C, No, Ext):</b> (208) 237-9696 <b>FAX (A/C, No):</b> (208) 237-9697 <b>E-MAIL ADDRESS:</b> terria@mutualid.com	
<b>INSURED</b> ERS Emergency Responder Services, Inc. 2637 S SATURN WAY Boise ID 83709		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Nationwide Insurance Company NAIC # 19100 <b>INSURER B:</b> Depositors Insurance Company 42587 <b>INSURER C:</b> AmTrust North America <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 2016-17 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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	ACP7535439809	1/9/2016	1/9/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ACPBAPD7535439809	1/9/2016	1/9/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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 KWC1046685	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<b>Garage Keepers</b> Garage Keepers		2637 S Saturn Way Boise 29495 NW Union Rd Oregon	1/9/2016 1/9/2016	1/9/2017 1/9/2017	\$400,000 \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Clatsop County, its commissioners, employees and agents are additional insured.

<b>CERTIFICATE HOLDER</b>  Clatsop County Sheriff 800 Exchange St. Ste 410 Astoria, OR 97103	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Robert Schiers/TAZ 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b>  Clatsop County, its Commissioners, employees and agents  800 Exchange St. Ste. 410  Astoria, OR 97103</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**All terms and conditions apply unless modified by this endorsement.**

**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**July 27, 2016**

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**Issue/Agenda Title:** Intergovernmental Agreement with State Marine Board for Waterborne Public Safety

**Category:** Consent Calendar

**Prepared By:** Paul E Williams

**Presented By:** Sheriff Thomas J. Bergin

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

**Informational Summary:** Annually, Clatsop County enters into an agreement with the Oregon State Marine Board to provide boating safety and marine law enforcement patrols. This contract provides funds in support of the costs to operate County MSLE (Marine Safety Law Enforcement) programs. The Marine Board supplies the majority of our patrol vessels and reimburses a portion of the cost of unanticipated major vessel maintenance.

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

The most significant change to the contract this year is the Marine Board's funding of the seasonal deckhands that will result in coverage for six days a week during the summer season.

**Fiscal Impact:** This contract will provide \$219,130 which is the amount budgeted for 2016/17 fiscal year.

**Options to Consider:**

1. Approve and adopt the agreement and authorize the County Manager to execute.
2. Decline to support the agreement which will result in the layoff of two deputies, while the Sheriff's Office will maintain responsibility for listed operations as detailed above
3. Revise the agreement.

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

**Recommended Motion:** *“I move to approve and adopt the Intergovernmental Agreement with the Oregon State Marine Board and authorize the County Manager to execute.”*

**Attachment List:**

A. IGA



# Oregon

Kate Brown, Governor

## State Marine Board

435 Commercial St NE, Suite 400

PO Box 14145

Salem, OR 97309-5065

(503) 378-8597

Fax (503) 378-4597



June 28, 2016

Chief Dep. Paul Williams  
Clatsop County Sheriff's Office  
PO Box 658  
Astoria OR 97103

Dear Chief Dep. Williams:

This letter is to acknowledge Marine Board approval of your action plan for the 2016-17 boating season. Thank you for your partnership in managing recreational boating in Clatsop County. My staff and I have reviewed your action plan and have approved it for signature.

As I did last year, I am asking all agencies to focus on three key enforcement objectives in the coming year: basic compliance, BUII enforcement, and accident reporting. I still feel we need good baseline information on how impairment plays into boating accidents and fatalities, especially with the advent of recreational marijuana.

Of primary interest with your program is your cooperative relationship with US Coast Guard. As I'm telling other coastal programs, please assume that information will not necessarily flow from USCG to OSMB due to administrative limitations. For major accidents and fatalities involving any state numbered boat, please notify OSMB quickly and assume that parallel investigations are in order. If there is any ambiguity, call me directly at any time. You can always reach me via cell at (503) 930-6727.

Attached you will find the service plan summary for your program's enforcement platforms. We have compared your boats' maintenance schedules with reported maintenance and request that you ensure maintenance schedules are maintained and properly reported via the Law Enforcement Database. Please contact Mervin Hee if you have additional questions in this area.

Good luck this season

Thank you.

Randy Henry  
Boating Safety Program Manager



# INTERGOVERNMENTAL AGREEMENT

## Agreement No. 250-1617CLATSOP-001

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

### SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110 and ORS 830.110.

### SECTION 2: PURPOSE

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

### SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on July 1, 2016, or the date of the last signature, whichever occurs last) (“Effective Date”), and terminates on June 30, 2017, unless terminated earlier in accordance with Section 17.

### SECTION 4: AUTHORIZED REPRESENTATIVES

#### 4.1 OSMB’s Authorized Representative is:

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

#### 4.2 County’s Authorized Representative is:

Chief Dep. Paul Williams  
Clatsop County Sheriff’s Office PO Box 658 Astoria, OR 97103  
(503) 325-8635 Office  
Pwilliams@co.clatsop.or.us

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

## **SECTION 5: RESPONSIBILITIES OF EACH PARTY**

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

## **SECTION 6: BOAT OWNERSHIP**

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

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

- 7.1 OSMB shall, upon receipt and approval of expenditure documentation, pay to the County an amount not to exceed \$219,133.00 for the agreement term. Payment requests shall be only for authorized services provided by the County pursuant to this agreement and for costs actually incurred by the County in conjunction with such services (including salaries/benefits, supplies or purchases of boats/equipment). At OSMB's discretion, federal funds may be used for payment.
- 7.2 County shall be responsible for providing employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

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

## **SECTION 8: CONDITION OF PERFORMANCE**

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

- 8.1** County shall comply and, if applicable, require a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
- 8.2** The applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds. State, local and Indian Tribal Governments and governmental hospitals must follow OMB A-102. County shall ensure any organization to which funds are passed comply with CFR and OMB requirements
- 8.3** All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection County regulations (40 CFR part 15).
- 8.4** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).
- 8.5** The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 8.6** The Davis-Bacon Act (40 U.S.C. 276a to 276a -7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 8.7** Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

## **SECTION 9: REPRESENTATIONS AND WARRANTIES**

County represents and warrants to OSMB that:

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

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

## **SECTION 10: GOVERNING LAW, CONSENT TO JURISDICTION**

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

## **SECTION 11: CONTRIBUTION**

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

## **SECTION 12: COUNTY DEFAULT**

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

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

## **SECTION 13: OSMB DEFAULT**

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

## **SECTION 14: REMEDIES**

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

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

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

## **SECTION 15: RECOVERY OF OVERPAYMENTS**

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

## **SECTION 16: LIMITATION OF LIABILITY**

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

## **SECTION 17: TERMINATION**

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

**17.2** OSMB may terminate this Agreement as follows:

**17.2.1** Upon 30 days advance written notice to County;

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

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

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

**17.2.5** As otherwise expressly provided in this Agreement.

**17.3** County may terminate this Agreement as follows:

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

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

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

**17.3.4** As otherwise expressly provided in this Agreement.

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

## **SECTION 18: INSURANCE**

County shall maintain insurance as set forth in Exhibit D, attached hereto and incorporated herein by this reference.

## **SECTION 19: NONAPPROPRIATION**

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

## **SECTION 20: AMENDMENTS**

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

## **SECTION 21: NOTICE**

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

## **SECTION 22: SURVIVAL**

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

## **SECTION 23: SEVERABILITY**

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

## **SECTION 24: COUNTERPARTS**

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

## **SECTION 25: COMPLIANCE WITH LAW**

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

## **SECTION 26: INDEPENDENT CONTRACTORS**

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

## **SECTION 27: INTENDED BENEFICIARIES**

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

## **SECTION 28: FORCE MAJEURE**

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

## **SECTION 29: SECURITY INTEREST**

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

## **SECTION 30: ASSIGNMENT AND SUCCESSORS IN INTEREST**

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

## **SECTION 31: SUBCONTRACTS**

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

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

intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the County's contractor from and against any and all Claims.

## **SECTION 32: TIME IS OF THE ESSENCE**

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

## **SECTION 33: MERGER, WAIVER**

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

## **SECTION 34: RECORDS MAINTENANCE AND ACCESS**

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

## **SECTION 35: HEADINGS**

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

**SECTION 36: ADDITIONAL REQUIREMENTS**

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

**SECTION 37: AGREEMENT DOCUMENTS**

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

**SECTION 38: SIGNATURES**

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

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

\_\_\_\_\_  
Scott Brewen, Director

\_\_\_\_\_  
Date

**Clatsop County Sheriff's Office**

\_\_\_\_\_  
County Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
DOJ Attorney

\_\_\_\_\_  
Date

**EXHIBIT B**  
**(BOATING SAFETY PROGRAM)**

# EXHIBIT C

OMB Approval No. 0348-0040

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.</li> <li>2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.</li> <li>3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.</li> <li>4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.</li> <li>5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).</li> <li>6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation</li> </ol> | <p>Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.</p> <ol style="list-style-type: none"> <li>7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.</li> <li>8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.</li> </ol> |
|---|---|

## **EXHIBIT D**

### **INSURANCE**

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

## EXHIBIT A

### STATEMENT OF WORK

#### **The County agrees to:**

- A. Enforce the applicable provisions of the Oregon Revised Statutes, Chapters 830 and 704 and Oregon Administrative Rules, Chapter 250.
- B. Investigate complaints of boating law violations and boating accidents as specified in the OSMB Policy and Procedures Manual, revised most recently in 2005, incorporated by reference herein.
- C. Alert the public to unsafe boating conditions.
- D. Assign duties under this agreement to personnel who have completed training and received certification at the Marine Law Enforcement Academy. Boating law enforcement personnel assigned by the County shall be mentally and physically capable of performing required duties. Standards of performance, discipline of officers and the control of personnel performing services pursuant to this agreement shall be the responsibility of the County. County agrees that assigned personnel shall wear a Coast Guard approved personal flotation device (life jacket) while on board a boat.
- E. Provide assistance to boaters and provide search and rescue services as noted in the policy and procedures manual.
- F. Provide law enforcement examinations of boats.
- G. Carry out all aspects of the Boating Safety Program: The Boating Safety Action Plan, Budget and Maintenance Schedule, described in Exhibit B, attached here to and incorporated by reference herein.
- H. Provide OSMB with monthly activity reports to the OSMB database by the end of each month.
- I. Send quarterly invoices to: Boating Safety Program Financial Analyst, Oregon State Marine Board, and 435 Commercial St. NE, Salem, OR 97309. Invoices must be submitted within 45 days following the end of the quarter.
- J. Furnish and supply all necessary labor, supervision, equipment, communications, facilities and supplies necessary to provide the level of service required to fulfill this agreement.

**OSMB agrees to:**

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

APR 08 2016

# Boating Safety Program

for Clatsop County Sheriff's Office

**FY** 2016-17

Agency



Address: 355 7th St/P.O. Box 658, Astoria, OR 97103

Phone #: 503-325-8635

Contact for Questions: Chief Deputy Paul Williams

<b>Patrol Hours:</b>	1,500	Water %	Shore %
		60	40
<b>Program Hours:</b>	1,700		
<b>Total Hours:</b>	3,200		

Please update your program description to reflect intended actions in the coming year.

## FY 2016-17 Program Overview

Please provide a brief summary to the following questions. (Your full action plan should be described on page 2 of this document.)"

- What is your primary concern in your AOR this coming year?
- How do you plan to address it?
- How will you measure or determine success?

Like most years the primary driver for operations in our county is the level of success for the sport fishing seasons and the weather. Forecasts are for another good buoy 10 season and while the sturgeon season has been changed to catch and release a better springer season has replaced that to a degree. The Sheriff's Office is looking forward to reinstating the deckhand positions which will allow for seven day a week coverage during our busiest season. The Sheriff's Office will continue to work with the USCG, Bar Pilots and State Police to address the make way issue primarily during the Buoy 10 season. We feel the use of special event funds would be better served further upriver where the clearances and much less than in the lower river. The Sheriff's Office will issue public service announcements during Buoy 10 season and will educate boaters at the ramp prior to them departing.

**Annual Patrol Plan: 1,500 Hours**

**Expectation:** Directed water and shore patrols will promote compliance to improve boater safety and legal operation. Address the listed topics as appropriate for your AOR.

- AIS Compliance
- Motorized BERS
- Non-Motorized BERS
- Boater Ed Card Compliance
- BUil Enforcement
- Outfitter & Guide
- PFD Compliance
- Shore Patrol
- Water Patrol
- Other Issues

The Sheriff's Office will continue to team up with the United States Coast Guard law enforcement unit to provide patrols during times when we do not have deckhands. This will increase the availability of patrols for seven day a week coverage.

In regards to AIS and non-motorized BERS we will address these issues as they arise. Historically there has not been significant use of either on the county waterways.

The Sheriff's Office will continue to emphasize on-water patrol time with 60 percent of our time spent on the water to check for safety issues and to provide a visible deterrence. Patrol hours per water body will be based on actual usage by the boating public. The Sheriff's Office will attempt to schedule shifts so that attention can be provided to both the primary water body (Columbia River) and the various lakes.

BERS will be conducted primarily on the water, which will affect the total number of BERS conducted. The Sheriff's Office recognizes that there was a significant reduction in the number of BERS conducted so we will conduct limited ramp operations to increase the numbers. The focus of the Sheriff's Office will remain on educating and enforcing the statutes that involve boating safety and while we will not ignore blatant game violations they will not be a emphasis of effort. Our efforts will be focused on safe boat operation, safety equipment, registration and boater education cards.

BUil enforcement will be addressed through routine patrol operations. The Sheriff's Office will actively manage the ramps to ensure guides are not tying up the ramps for extended periods of time.

Shore patrol will be used to check on water body usage and to conduct safety checks at the ramps. This is especially true for the less used water bodies, or water bodies that are not conducive to patrol without specialty craft.







County/Agency: Clatsop County Sheriff's Office

Fiscal Year: 2016-17

**Annual Program Plan: 1,700 Hours**

<b>Instructor Training</b>	<b>Expectation:</b> Note personnel involved or willing to be involved in providing training on OSMB behalf. Participation pre-approved by training coordinator.
	Deputy Humphries will assist with the annual marine academy.
<b>Training</b>	<b>Expectation:</b> New or inexperienced DPSST certified marine officers will complete Marine Law Enforcement Academy, Drift Boat, White Water, Swift Water Rescue and other training as appropriate, and attend pre- and post-season meetings, if possible.
	Will attend all mandatory training/conferences. Will evaluate operations and determine if additional training necessary
<b>Non-OSMB Training</b>	<b>Expectation:</b> Training as per program standards to maintain high level of police skill, performance and certifications.
	Will attend all in-house training to maintain certification and competency as a deputy sheriff.
<b>Maintenance</b>	<b>Expectation:</b> Perform regular and appropriate maintenance such as winterization, oil changes, trailer bearings, basic repairs and other preventative work as needed.
	During down months will complete preventative and scheduled maintenance on all vessels. The intent is to have all vessels prepared for spring fishing season and be able to maintain 100% fleet availability through October
<b>Waterway Markers</b>	<b>Expectation:</b> Map and track OSMB-funded or approved waterway markers, maintain and confirm locations as per ORS, OAR, safety and informational requirements, maintain inventory.
	In early spring all local signage and buoys are checked and replaced as needed.

<b>Hazard Mitigation</b>	<b>Expectation:</b> Identify and respond to extraordinary waterway hazards through coordination with OSMB.
	The Sheriff's Office monitors and assesses all waterways on a routine basis to identify hazards and work with the SMB to mitigate or remove the hazards.
<b>Abandoned Boats</b>	<b>Expectation:</b> Identify, assess, mitigate and investigate as appropriate. Coordinate with OSMB Abandoned Vessel Program manager.
	Abandoned boats are addressed as complaints come in or are identified in routine patrols. The Sheriff's Office will work with the SMB and USCG to effectively identify, investigate and utilize the seizure process to address them.
<b>Education</b>	<b>Expectation 1:</b> Plan and implement public outreach strategies that teach public basic on-water safety skills. <b>Expectation 2:</b> Provide directly or through partners equivalency exam opportunities in your county.
	The Sheriff's Office programs involve both youth and adult education. The youth programs are centered on courses being taught in the local schools, at safety fairs or delivery to youth groups such as the boy/girl scouts. We will proctor exams, however there have not been many requests for that service. We will improve coordination with the USCG Auxiliary and assist in their education programs.
<b>Trailing/Travel</b>	<b>Expectation:</b> Note necessary trailering and traveling times specific to your AOR.
	Trailing and travel time is necessary to address our recreational use waters such as the lakes and smaller rivers.
<b>Accident Investigation</b>	<b>Expectation:</b> Fully investigate all fatal and serious injury or criminal incidents, including toxicology tests, ME reports or other pertinent documentation and provide timely data to OSMB.
	The Sheriffs' office responds to, investigates and takes appropriate enforcement actions 24/7. If active marine deputies are not available we have a significant number of past marine deputies that are able to step in.
<b>Administrative</b>	<b>Expectation:</b> Office duties required for program operations.
	We will complete reports on activities in a timely and efficient manner.
<b>HINS/Livery/Moorage Checks</b>	<b>Expectation:</b> Provide HIN inspections as requested; inspect liveries annually for records compliance; check moorages annually to ensure registration compliance.
	We address HIN requests as they come in with the intent of completing the process within a week of the request. We conduct moorage checks as part of the shore patrol and actively address expired registrations.

# Boating Safety Program Proposed Costs

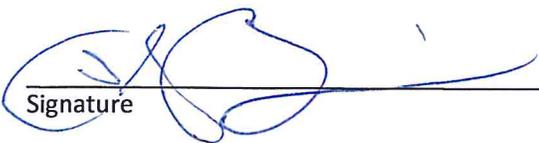


County/Agency: Clatsop County Sheriff's Office

Fiscal Year: 2016-17

Allocation (some may not apply)	OSMB	County/Agency Contribution
<b>LE Allocation:</b>	\$219,133.00	\$74,836.00
<b>AIS Allocation:</b>	\$0.00	--
<b>Boat Allocation:</b>	\$0.00	--
<b>Special Emphasis:</b>	\$0.00	--
<b>Total:</b>	\$219,133.00	\$74,836.00
Proposed Program Costs:		
	OSMB	County/Agency Contribution
1. Personnel (Must match totals on Form A)	\$212,133.00	22,973 \$23,243.00
2. Operations and Maintenance (Must match totals on Form B)	\$7,000.00	\$51,593.00
3. Boat	\$0.00	\$0.00
4. Total direct Proposed Program Cost (1+2+3, should equal Total in above section)	\$219,133.00	74,566 \$74,836.00

County/Agency Authorized Representative:

  
\_\_\_\_\_  
Signature

Thomas J. Bergin, Sheriff

\_\_\_\_\_  
Typed Name

04/05/2016

\_\_\_\_\_  
Date

503-325-8635

\_\_\_\_\_  
Telephone

# Boating Safety Program Proposed Personnel Costs – Form A



County/Agency: Clatsop County Sheriff's Office

Fiscal Year: 2016-17

Employee Compensation				Compensation		
Name	Title	# of Hours	Cost per Hour	Total	OSMB	County/ Agency Cash Contribution
1. Justin Dimmick	Senior Deputy	2,080.00	\$49.13	\$102,190.40	\$102,190.00	\$0.00
2. Wes Humphries	Deputy	2,080.00	\$46.35	\$96,408.00	\$96,408.00	\$0.00
3. To be Determined	Deck Hand	640.00	\$20.71	\$13,254.40	\$6,773.00	\$6,481.00
4. To be Determined	Deck Hand	640.00	\$20.71	\$13,254.40	\$6,762.00	<del>\$6,762.00</del>
5.				\$0.00		6492.00
6.				\$0.00		
7.				\$0.00		
8.				\$0.00		
9.				\$0.00		
10.				\$0.00		
11.				\$0.00		
12.				\$0.00		
13.				\$0.00		
14.				\$0.00		
15.				\$0.00		
16.				\$0.00		
17.				\$0.00		
18.				\$0.00		
19.				\$0.00		
20.				\$0.00		
21.				\$0.00		
22.				\$0.00		
23.				\$0.00		
24.				\$0.00		
25.				\$0.00		12,973
<b>26. Sub-Total (lines 1 thru 25)</b>		<b>5,440.00</b>		<b>\$225,107.20</b>	<b>\$212,133.00</b>	<b>\$13,243.00</b>
<b>27. Overtime (cannot exceed 5% of OSMB's amount on line 26)</b>						<b>\$10,000.00</b>
<b>28. Total Proposed Personnel Costs (lines 26 + 27)</b>					<b>\$212,133.00</b>	<b>\$23,243.00</b>

22,973

# Boating Safety Program Proposed Operations & Maintenance Costs – Form B



County/Agency: Clatsop County Sheriff's Office

Fiscal Year: 2016-17

Operating Supplies/Maintenance/Training Costs	Actual Expenditures		
	Total	OSMB	County/ Agency Cash Contrib.
<b>A. Fuel:</b> Vehicle <u>2,000.00</u> gallons @ \$ <u>3.00</u> per gallon Boat <u>3,500.00</u> gallons @ \$ <u>3.00</u> per gallon <div style="text-align: right;"><b>Subtotal of A:</b></div>	\$6,000.00 \$10,500.00 \$16,500.00	\$0.00 \$5,250.00 \$5,250.00	\$6,000.00 \$5,250.00 \$11,250.00
<b>B. Vehicle Lease</b>			
<b>C. Moorage</b>	\$2,600.00	\$0.00	\$2,600.00
<b>D. Expendable Supplies – (\$500 max/each item) specify:</b> 1. Personnel Equipment 2. PFD Equipment 3. Vessel Equipment 4. <div style="text-align: right;"><b>Subtotal of D:</b></div>	\$500.00 \$500.00 \$500.00 \$1,500.00	\$0.00 \$0.00 \$0.00 \$0.00	\$500.00 \$500.00 \$500.00 \$1,500.00
<b>E. Maintenance – (Inboard - \$1,000, Outboard - \$500, PWC - \$100)</b> Identify by OR # and make: 1. 2001 North River 367XCX 2. 2008 North River 407XCX 3. 2009 Smokercraft 408XCX 4. 2015 River Wild 714XCX 5. Trailers (\$500 maximum) 3 trailers <div style="text-align: right;"><b>Subtotal of E:</b></div>	\$1,000.00 \$1,000.00 \$500.00 \$1,000.00 \$500.00 \$4,000.00	\$500.00 \$500.00 \$250.00 \$500.00 \$0.00 \$1,750.00	\$500.00 \$500.00 \$250.00 \$500.00 \$500.00 \$2,250.00
<b>F. Insurance – (specify Insurance Company &amp; policy #):</b> CIS	\$4,160.00	\$0.00	\$4,160.00
<b>G. Non-OSMB Training – specify:</b> 1. Firearms/Use of Force/Officer Safety/Legal Updates 2. 3. 4. <div style="text-align: right;"><b>Subtotal of G:</b></div>	\$1,000.00 \$1,000.00	\$0.00 \$0.00	\$1,000.00 \$1,000.00

<b>H. Training Attending– specify:</b>			
1. Drift:			
2. Jet:			
3. Academy:			
4. Other: Post Meetings	\$600.00	\$0.00	\$600.00
<b>Subtotal of H:</b>	\$600.00	\$0.00	\$600.00
<b>I. Other – specify:</b>			
1. Indirect Cost-Administration	\$14,000.00	\$0.00	\$14,000.00
2. Telephone/Pads	\$1,900.00	\$0.00	\$1,900.00
3. Clothing, Cleaning and Equipment reimbursement	\$2,300.00	\$0.00	\$2,300.00
4. Misc. Equipment	\$3,200.00	\$0.00	\$3,200.00
5. Vehicle Maintenance	\$4,000.00	\$0.00	\$4,000.00
6. Benefit ratio for overtime	\$2,833.00	\$0.00	\$2,833.00
7.			
8.			
9.			
10.			
<b>Subtotal of I:</b>	\$28,233.00	\$0.00	\$28,233.00
<b>Subtotal:</b>	\$58,593.00	\$7,000.00	\$51,593.00

2016 Clatsop County Service Plan

(NR= Required and Not Reported)

2001 North River (Jet)

Required Service	2014	2015	2016	Cost
Oil Change (annual or 100 hrs)	NR	NR	Required	150
Clean Heat Exchanger (annual)	NR	NR	Required	100
Trailer Service (annual)	Reported	NR	Required	600*
Water Fuel Separator (annual)	NR	NR	Required	100
Replace Coolant (400 hrs)	NR	NR	Required	100
Tune up/Plugs/Timing belt (300 hrs)			Required	500

\*Replace Tires

\$ 1550.00

2015 River Wild (2 Outboards)

Required Service	Est Cost	2015	2016	Cost
Change Oil (annual)	200		Required	100
Water Fuel Separator (annual)	100		Required	100
Water Pump (300)	195		Required	150
Timing Belt Replacement (1000)	200		NA	
Timing Belt Inspection (100)	200		NAe	100
Thermostat (200) Inspect/replace	200		NR	
Valve Adjustments (500)	700			
Valve Clearance Check (500)	200			
Lower Unit (annual)	75			
Spark Plugs (500)	100			
Cylinder Head Anodes (300)	420			
Winterization	110			
Exterior Anodes (300)	100			

\$ 750.00

2008 North River/Almar (2 Mercury Verado Outboards)

Required Service	2014	2015	2016	Cost
Oil Change (annual or 100 hrs)	Reported	Reported	Required	
Trailer Service (annual)	NR	Reported	Required	600*
Water Pumps (annual or 100 hrs)	NR	NR	Required	
Water Fuel Separator (annual)	NR	Reported	Required	
Lower Unit Service (annual)	NR	NR	Required	
Valve Adjustment (500 Hrs)	NA		Required	
Timing Belt (1000 hrs)			Required	
Cylinder Head Anodes (300)			Required	
Exterior Anodes (300)			Required	
Thermostat (200)				

\*Replace trailer tires

**Full 500 Hour Service \$600 per motor (2) = \$ 1200**

**Service to be performed by authorized Mercury Verado Repair Shop**

Total \$ 1800.00



1 **Clatsop County Board of Commissioners**  
 2 **Regular Meeting**  
 3 **June 8, 2016**  
 4

5 Chair Scott Lee called the meeting to order at 6:00 pm., in the Judge Guy Boyington Building,  
 6 857 Commercial Street, Astoria, Oregon. Also present were Commissioners Sarah Nebeker,  
 7 Lisa Clement, and Lianne Thompson and Dirk Rohne.  
 8

9 Staff Present:

10 Cameron Moore County Manager  
 11 Heather Reynolds County Counsel  
 12 Monica Steele Budget & Finance Director  
 13 Tiffany Brown Emergency Manager  
 14 Tom Bergin Sheriff  
 15 Paul Williams Chief Deputy  
 16

17 **AGENDA APPROVAL**

18 *Thompson made and Clement seconded a motion to approve the agenda. Motion carried*  
 19 *unanimously.*  
 20

21 **PRESENTATION**

22 a. Clatsop Forestry & Wood Products Economic Development Committee  
 23 Kevin Leahy and Mark Gustafson representing the Clatsop Forestry and Wood Products  
 24 Economic Development Committee addressed the Board on an update of what the committee has  
 25 been up to. Leahy said the primary goals of the committee are to educate community leaders and  
 26 the public about the status and importance of the forest sector in the regional economy and to  
 27 stimulate economic planning efforts and economic development projects in the forest sector. The  
 28 economic importance of the sector in Clatsop County includes 1719 forest sector jobs. Roughly  
 29 30% of the county economic base is tied to this sector. Gustafson said he is not involved with the  
 30 manufacturing part of the timber in the county but is involved with the logging. Gustafson spoke  
 31 about an article in the Daily Astorian regarding a survey asking the public about their impression  
 32 of timber harvesting. The survey showed the timber harvesting issue is ugly. The trees are a crop  
 33 that can be harvested, replanted and grow back again. Gustafson did a job in 2000 which drew a  
 34 lot of public attention but now you would never know it had been harvested and there is a brand  
 35 new crop of trees in that location. Gustafson said people seem to be more offended of  
 36 clearcutting versus removing the trees and black topping the area. To make sure loggers are  
 37 doing the right thing in the woods, the Oregon Forest Practices Act determines how timber  
 38 harvesting will be accomplished. This covers water protection, soil erosion, and wild life habitat.  
 39 All the areas are totally regulated. Gustafson referenced the amount of jobs in wood products in  
 40 the county and said management has changed over the years of the state forests and less  
 41 harvesting has happened. Gustafson asked the Board to keep in mind the large natural resource  
 42 base citizenry in Clatsop County. Leahy wanted to reiterate the tax revenues that support the  
 43 local schools and the college. Leahy invited the commissioners to the Annual Leader's Tour on  
 44 Wednesday, October 5<sup>th</sup>. Rohne thanked Leahy and Gustafson for their presentation. Rohne  
 45 believes timber is a sustainable resource and an incredible understated asset to Clatsop County.  
 46 Nebeker asked Gustafson if the Linn County lawsuit was something the Board should consider

1 being involved with. Gustafson gave his personal opinion and does believe the state is failing to  
2 promote timber harvests. Thompson thanked Leahy and Gustafson for their presentation.

3  
4 b. Timber Revenue

5 Sheriff Bergin and Paul Williams, Chief Deputy, spoke on timber revenues for the Rural Law  
6 Enforcement District (RLED). Bergin said they want to see an involved sustainable logging  
7 operation. Bergin said when the Rural Law Enforcement was formed, the initial tax rate was  
8 sufficient to cover operation costs. With the passing of Measures 5, 47 and 50 it has caused the  
9 District to depend on timber revenues. The actions that were used to remedy the increased costs  
10 were to reduce staff, extend the use of vehicles, delay hiring and chose to not address unmet  
11 needs. If timber revenues are not sufficient, it causes lack of services for the citizens. The  
12 Sheriff's office has been able to depend on the beginning fund balance to make up the difference  
13 between expenses and the roller coaster of revenue. Bergin said with careful financial planning  
14 and reductions in expenditures they have avoided a negative beginning fund balance. Bergin  
15 asked the Board to understand the role of timber revenues to maintain solvency and provide  
16 current service levels. Bergin said a \$300,000 per year increase in timber revenue would lead to  
17 sustainable operations for the foreseeable future. It would take the harvest level from the current  
18 harvest level of 73 million board feet to 93.3 million board feet. This type of increase would not  
19 destroy Clatsop County. Reduced timber revenue to the RLED also affects the general fund.  
20 Bergin said within two to three years he will have to reduce the criminal division by three  
21 deputies. Bergin asked the commission to support reasonable timber revenue to maintain their  
22 service levels. There was an agreement with all sides involved to log a sustainable harvest  
23 amount but Bergin said the county hasn't even come close to that level. Nebeker asked for  
24 clarification on the Linn County lawsuit. Reynolds said the Linn County lawsuit is not before the  
25 commission at this time. It is a class action lawsuit and there are two sides to every story.  
26 Thompson said the community does better if they come together with a comprehensive  
27 discussion. Rohne said he has seen the timber dollars provide bond payments for public  
28 employee's retirement. Lee said the Board will not make any decision on the forest management  
29 plan but there needs to be stability.

30  
31 **BUSINESS FROM THE PUBLIC**

32 Drew Herzig, 628 Klatskanine Ave., Astoria. Herzig wanted to thank the Board for Cameron  
33 Moore coming to the city council meeting and introducing himself. Herzig also thanked Tiffany  
34 Brown, Emergency Manager, for addressing the city council regarding the Cascadia Rising  
35 exercise.

36  
37 Helen Westbrook, 2860 Log Bronc, Astoria. Westbrook stated she is discouraged by the  
38 representation of Clatsop County regarding the forests. Westbrook said at the Forest Trust Lands  
39 Advisory Committee (FTLAC) meeting on May 25<sup>th</sup> Commissioner Thompson abstained from  
40 both votes because she had no direction from her commission. Westbrook said at the last Board  
41 meeting Chair Lee assured Thompson she was doing a good job and encouraged other  
42 commissioners to direct their questions to Thompson or County Manager Moore. Westbrook said  
43 Thompson reports that she can't way in on forestry issues because her fellow commissioners  
44 have not spoken. Westbrook asked the Board to stop hiding behind the Linn County lawsuit.

45  
46 Carolyn Eady, 1990 Sheridan, Astoria. Eady attended the Columbian River Estuary Conference held at  
47 the Liberty Theater. The focus was on the impact of climate change in this region. Eady said scientists are

1 trying to factor the impact of sea level rise and warming temperatures on current and future restoration  
2 activities. Eady says she does not want to eliminate all timber harvesting. Eady asked if what is being  
3 done can promote clean and cool water in the streams and rivers that flow through the forest. Eady said  
4 that research published last year stated because of the current level of clear cuts in state and private forests  
5 it is now contributing to climate warming. Eady would like the Board to make a clear and forceful  
6 statement to the Board of Forestry.  
7

8 Roger Dorband, 462 6<sup>th</sup> Street, Astoria. Dorband brought up the 2030 Vision Plan which cost the county  
9 \$30,000 to form a uniform opinion about what direction the people in the county would like to see the  
10 county go. Dorband said most of the language has to do with preserving the forests. Dorband quoted a  
11 part of the vision, “We protect and enhance our scenic beauty and natural resources as the foundation for  
12 our prosperity and quality of life. We preserve our forests. We balance the natural resource base with  
13 scenic beauty. We recognize the contribution of forestry while transitioning to the emerging economy of  
14 the 21<sup>st</sup> Century.” Dorband said there was a list of 16 points for economic goals and not one included  
15 timber harvest or increased timber harvest. Dorband said with Thompson’s abstaining at the FTLAC  
16 meeting on two votes it gave Tim Josi a quorum to continue his call before the Oregon Board of Forestry  
17 for increased county revenue from timber harvest. Dorband would like to see funding from taxing  
18 recreational marijuana and eliminate the Oregon Forest Resources Institute.  
19

20 Issa Simpson, 926 Duane Street, Astoria. Simpson brought members from Clatsop Behavioral Healthcare  
21 (CBH) that she represents and to speak on their behalf. Simpson said the members conducted a vote of no  
22 confidence against the Clinical Director of CBH. Since that time there have been investigations into some  
23 of the concerns raised in the vote of no confidence. There were significant finds in the report by the  
24 investigator hired by CBH. Simpson said CBH has lost great clinicians over the last few months and it  
25 will take a big change to keep the ones that are there now. Simpson said her members want to see the best  
26 services possible provided to the citizens of Clatsop County with adequate training and clear consistent  
27 policies and program goals. Simpson said her members were willing to provide information to  
28 investigators that was a risk for them. Simpson would like to see CBH management and its stakeholders  
29 allow staff to take part identifying the means to improve the internal and external relationships and  
30 services CBH has in the community. Moore said the Clinical Director that was the subject of the no  
31 confidence is no longer employed by CBH. Moore shared the concerns and said there will be other  
32 changes that need to be made.  
33

34 **CONSENT CALENDAR**

35 *Thompson moved and Nebeker seconded a motion to approve the consent calendar. Motion*  
36 *carried unanimously.*

- 37 a. Approve 15-16 Budget & Appropriation Adjustments ..... {Page 7}
- 38 b. Board of Commissioners Meeting Minutes 5-11-16..... {Page 11}
- 39 c. Acceptance of May 17, 2016 Primary Election Abstract/Canvass of Votes..... {Page 15}
- 40 d. Consideration of Compensation Plan Amendment – New Position..... {Page 17}
- 41 e. Consideration of Compensation Plan Amendment – Casual Position ..... {Page 25}
- 42 f. Public Health Contract Amendment..... {Page 31}

44 **PUBLIC HEARING**

- 45 a. Fiscal Year 2016-17 Budget

46 Monica Steele, Budget & Finance Director, addressed the Board to consider testimony from any  
47 and all persons who may wish to comment on the budget which was approved by the Budget  
48 Committee on May 9<sup>th</sup>. Steele stated no action is required by the Board at this time. Staff is  
49 evaluating the need to request adjustments to the approved budget based on new information that

1 was not available when the budget was approved by the Budget Committee. The 2016-17 county  
2 budget totals \$64,374,900 which includes unappropriated ending fund balances of \$3,996,800 in  
3 the special projects funds, \$1,507,900 in the general fund and \$1,608,110 in the general roads  
4 fund. The Board has approved appropriation authority in the amount of \$57,116,850. *Rohne*  
5 *moved the Board hold the public hearing on the 2016-17 approved county budget to consider*  
6 *testimony from any and all persons who may wish to make comment pursuant to ORS 294.453*  
7 *and Thompson seconded. Motion carried unanimously.* Lee opened the public hearing. No  
8 public testimony. Lee closed the public hearing. Budget adoption is scheduled for June 22, 2016.  
9

10 b. Fiscal Year 2016-17 Budget for 4-H Extension Special Service District

11 Steele addressed the Board to consider testimony from any and all persons who may wish to  
12 comment on the 4-H & Extension Special Service District budget which was approved by the  
13 Budget Committee on May 9<sup>th</sup>. Steele stated no action is required by the Board. The 2016-17  
14 approved budget for the Clatsop County 4-H & Extension Special Service District totals  
15 \$647,950. Lee looked for a motion to hold the public hearing. *Thompson moved that the board*  
16 *hold a public hearing for the 2016-17 Clatsop County 4-H & Extension Special Service District*  
17 *approved budget to consider testimony from any and all persons who may wish to make*  
18 *comments pursuant to ORS 294.453 and Nebeker seconded. Motion carried unanimously.* Lee  
19 asked for public testimony. No public testimony. Lee closed the public hearing. Budget adoption  
20 is scheduled for June 22, 2016.  
21

22 c. Fiscal Year 2016-17 Budget for Road District No. 1

23 Steele said the Road District Budget Committee approved the 2016-17 districts' annual budget.  
24 Steele asked the Board to consider testimony from any and all persons who may wish to  
25 comment on the approved budget. The 2016-17 approved budget for Clatsop County Road  
26 District No. 1 totals \$3,513,300. *Thompson moved the Board hold a public hearing on the 2016-*  
27 *17 Clatsop County Road District No. 1 approved budget to consider testimony from any and all*  
28 *persons who may wish to make comment pursuant to ORS 294.453 and Nebeker seconded.*  
29 *Motion carried unanimously.* Lee opened the public hearing. No public testimony. Lee closed the  
30 public hearing. Budget adoption is scheduled for June 22, 2016.  
31

32 d. Fiscal Year 2016-17 Budget for Rural Law Enforcement District

33 Steele said the Rural Law Enforcement Budget Committee approved the district's 2016-17  
34 annual budget. The 2016-17 Rural Enforcement District budget totals \$4,387,490 which includes  
35 unappropriated ending fund balance of \$1,473,350. The Board has approved expenditure  
36 authority in the amount of \$2,914,140. *Nebeker moved the Board hold the public hearing on the*  
37 *2016-17 Clatsop County Rural Law Enforcement District Approved Budget to consider*  
38 *testimony from any and all persons who may wish to make comment pursuant to ORS 294.453*  
39 *and Thompson seconded. Motion carried unanimously.* Lee asked for public testimony. No  
40 public testimony. Lee closed the public hearing. Budget adoption is scheduled for June 22, 2016.  
41

42 e. Fiscal Year 2016-17 Budget for Westport Sewer Service District

43 Steele said the Westport Sewer Service District Budget Committee approved the districts 2016-  
44 17 annual budget. Steele asked the Board to consider testimony from any and all persons who  
45 may wish to comment. The 2016-17 approved budget for the Westport Sewer Service District  
46 totals \$183.160. *Thompson moved the Board hold the public hearing on the 2016-17 Westport*

1 *Sewer Service District Approved Budget to consider testimony from any and all persons who*  
2 *may wish to comment pursuant to ORS 294.453 and Nebeker seconded. Motion carried*  
3 *unanimously. Lee asked for public testimony. No public testimony. Lee closed the public*  
4 *hearing. Budget adoption is scheduled for June 22, 2016.*

5  
6 **BUSINESS AGENDA**

7 a. Franchise Agreement with Medix and Ambulance Service Area Advisory Committee  
8 Appointments

9 Tiffany Brown, Emergency Manager and Duane Mullins with Medix addressed the Board.  
10 Brown said Medix has had a franchise agreement with the county to provide ambulance service  
11 for over 30 years. Brown said they created an online public survey for community feedback on  
12 Medix services. Approximately 120 responses were received which were split with both positive  
13 and negative feedback. Rich Mays, Interim County Manager, encouraged the Ambulance  
14 Advisory Committee (ASA) to look at a renewal process. Brown said they used the survey in  
15 contract negotiations and believes they have a stronger contract which addresses some of the  
16 issues that were expressed by the public. Two of the primary concerns were adequate ambulance  
17 coverage in the county and the impact of hospital transports and out-of-area transfers. Brown  
18 said the contract increased the core area, the number of ambulances to stay within the core area  
19 and also included a performance assessment schedule in the franchise agreement. Mullins said  
20 the recent process they went through has been excellent. The input they have received has been  
21 very helpful. Mullins is looking forward to the assessment process. Mullins said Medix has been  
22 the county's provider for 40 years and would like to keep providing service. Lee asked how often  
23 the periodic assessment would take place and Mullins said every 18 months. Thompson asked if  
24 Medix covers Cove Beach and Mullins said yes they cover that area. Moore thanked Brown for  
25 all the work she did on this. Brown said there was some confusion on term limits on the ASA so  
26 she would like to ratify the appointments that are listed. Reynolds said the ASA advises on  
27 bringing the franchise agreement to the Board and they were confused on when committee  
28 members were appointed and what their term limits are. Reynolds suggests as part of this agenda  
29 item that the Board ratify the members of the ASA and approve the agreement. *Thompson moved*  
30 *to ratify the Ambulance Service Area Advisory Committee appointments and approve the*  
31 *ambulance franchise agreement with Medix, authorizing the Chair to sign and Nebeker*  
32 *seconded. Motion carried unanimously.*

33  
34 b. Memorandum of Understanding and Resolution & Order in the matter of adjusting  
35 Jurisdictional Boundaries of Ambulance Service Area Plan

36 Brown said she received a call from two fire chiefs in Columbia County and Clatskanie and they  
37 informed Brown they have been responding to areas in Clatsop County that you actually have to  
38 drive through Columbia County to get into. Brown would like to enter into a contract to provide  
39 ambulance services in those areas. The Ambulance Service Plan says that the county can only  
40 contract with one provider. This is simply putting into writing what has been occurring all along.  
41 The solution takes form of a Memorandum of Understanding with Columbia County by making  
42 the areas in question part of Columbia County Ambulance Service Area. Dave Crawford, Mist-  
43 Birkenfeld Fire Chief, said the solution fits everyone's needs which allows Columbia County to  
44 serve the people directly. Reynolds spoke about an example of two neighbors who were on each  
45 side of the county line where one had a 12 minute response time and the other had a 60 minute  
46 response time because they had two different sets of rules. *Thompson moved to approve the*

1 *Resolution & Order authorizing the Memorandum of Understanding with Columbia County and*  
2 *authorize the Chair to sign both the R&O and the MOU and Clement seconded. Motion carried*  
3 *unanimously.*

4  
5 c. Adoption of Resolution & Order allowing property tax exemption

6 Tom Bergin, Sheriff, asked the Board to consider approving a tax exemption for the surviving  
7 spouse of any public safety officer killed in the line of duty. Bergin said the legislature passed  
8 Senate Bill 1513 which allows the county to exempt the first \$250,000 in assessed value of the  
9 home that is owned by the surviving spouse of a public safety officer. Bergin said the first person  
10 that would be eligible for the exemption would be Amy Gooding, wife of Jason Gooding who  
11 was killed in the line of duty. *Nebeker moved to approve the Resolution & Order to exempt from*  
12 *property taxation the first \$250,000 in assessed value of the homestead of the surviving spouse of*  
13 *a public safety officer killed in the line of duty and Clement seconded. Motion carried*  
14 *unanimously.*

15  
16 **COMMISSIONERS' REPORTS**

17 Thompson said the Cascadia Rising exercise was very impressive. Thompson said she received a  
18 staff update from the Board of Forestry meeting where the Forest Trust Land Advisory  
19 Committee (FTLAC) is interested in the Department of Forestry's policy option package about  
20 recreation. There is concern about the forest development fund shortage. The timber inventory  
21 has not been confirmed. Thompson said she was not on the Board when the Vision 2030 was  
22 adopted but attended several meetings regarding the Vision. Thompson said in those meetings  
23 the people who attended were articulate and passionate but did not constitute the members of the  
24 Chamber of Commerce or representatives from various industries around the county. Thompson  
25 felt the attendees were community activists. Thompson said Commissioner Josi made a request  
26 as the Chair of the FTLAC that Clatsop County change its policy and authorize its representative  
27 to vote on Clatsop County's behalf. Rohne said there was no policy that said the representative  
28 had to check with the Board before making a vote. Lee said there was a letter written to  
29 Commissioner Josi requesting the representative come back to the Board before voting on a very  
30 important decision. Lee said Thompson is asking the Board agree to allow her to vote on agenda  
31 items that come before the FTLAC. Lee said he trusts Thompson will make the right decisions at  
32 those meetings. Nebeker said she can see why it would be difficult to attend the meetings and not  
33 be able to vote. However, Thompson does not know what the Board would like because they  
34 don't meet to discuss these issues. Nebeker thinks the Board needs to come together and share  
35 more information. Clement said she would need to be more informed on the agenda item before  
36 telling Thompson how to vote on the agenda item. Lee would like to table the discussion to next  
37 meeting. Thompson would like to have a work session to establish policies. Nebeker would also  
38 like a work session and to know more about the fiscal issues. Clement said they have seen a lot  
39 of public testimony from people on different sides of the issue that want more information so the  
40 Board should take a more in depth look at the issue. Lee said the position right now is the  
41 Department of Forestry needs to come up with a new forest management plan. Thompson and  
42 Lee met with the Governor's Natural Resource's Advisor who said he would like a wish list from  
43 Clatsop County. Lee said he told the governor there needed to be some leadership from her  
44 office to give direction to the Department of Forestry. Thompson reported the Land Use Board of  
45 Appeals (LUBA) determined that the discontinuation of the Arch Cape Design Review  
46 Committee is a land use decision.

1  
2 Rohne attended the Astoria Visual Arts Auction and Fundraiser which raised monies to provide  
3 students opportunities to see fine arts in Portland and help educate people as part of their art  
4 curriculum.

5  
6 Nebeker said the Royal Nebeker Scholarship Fund awarded the first scholarship to continue their  
7 studies for higher education. Israel Nebeker' s new single went to #2 and tickets for his band's  
8 performance at the Liberty Theater sold out in 30 minutes.

9  
10 Clement said Seaside High School had their awards night for graduates and awarded over  
11 \$100,000 in scholarships. Astoria's awards night will be coming up and both schools report  
12 higher graduation rates. Wahkiakum County has recently changed the name of Jim Crow Point to  
13 Brookfield Point and Jim Crow Creek to Harlows Creek.

14  
15 Lee said there will be more conversations with the governor's office once the judge makes a  
16 decision on the class action lawsuit. Lee attended the NOHA (Northwest Oregon Housing  
17 Associates) meeting and they are working on housekeeping issues to facilitate the merger of  
18 NOHA and Clatsop County Housing Authority (CCHA). NOHA has lent CCHA \$25,000.00 to  
19 make the trust fund whole. The only hurdle left is to sell Clatsop Shores which is on the market.  
20 Lee will be giving a report to Oregon Coastal Zone Management Association (OCZMA) on the  
21 current status of gill netting on the Columbia River. Lee said OCZMA has a partnership with the  
22 University of Oregon's graduate students to do an overview of OCZMA and see what direction  
23 they would like to go in the future.

24  
25 **COUNTY MANAGER'S REPORT**  
26 Moore said he spoke at the Seaside Chamber of Commerce event and has met with the Seaside  
27 Downtown Development Association and continues to build relationships around the county.  
28 Moore also did a ride along with the sheriff. Moore said the Arch Cape Design Review  
29 Committee appealed the decision the Board made to LUBA and LUBA rejected the request to  
30 dismiss the motion. As of now, the Committee is not discontinued. There will be further  
31 discussions on this

32  
33 **ADJOURNMENT 7:28pm**

34  
35 Approved by,

36  
37  
38 \_\_\_\_\_  
39 Scott Lee, Chairperson



**Clatsop County Board of Commissioners  
Regular Meeting  
June 22, 2016**

Chair Scott Lee called the meeting to order at 6:00 pm., in the Judge Guy Boyington Building, 857 Commercial Street, Astoria, Oregon. Also present were Commissioners Sarah Nebeker, Lisa Clement, and Lianne Thompson and Dirk Rohne.

Staff Present:

Cameron Moore	County Manager
Heather Reynolds	County Counsel
Michael McNickle	Environmental Health Supervisor
Dave Dieffenbach	Capital Projects Manager
Monica Steele	Budget & Finance Director
Heather Hansen	Community Development Director
Robin Koch	Human Resources Director
Josh Marquis	District Attorney

**AGENDA APPROVAL**

*Nebeker made and Clement seconded a motion to approve the amended agenda. Motion carried unanimously.*

**BUSINESS FROM THE PUBLIC**

Amy Baker, Interim Executive Director for Clatsop Behavioral Healthcare (CBH), formally introduced herself to the Board. Baker wanted to assure the Board she values the contract CBH has with the County in terms of providing core safety net functions within the community. Baker stated that CBH has had some struggles and instability and she is here to help. Baker intends to keep the Board apprised of the progress. Baker said she is happy to see the community's concern for mental health be in the fore front of conversations. Rohne is very excited to have Baker on board and will be a great benefit to the community. Nebeker said she is very grateful to have clear communication. Thompson is eager for the community to have the quality of mental healthcare that it deserves.

Chris Farrar, 3023 Harrison Ave., Astoria. Farrar asked the Board to consider the importance of water sources in the small communities in the county. Farrar said he buys his water from the City of Astoria which has no chemicals in the water. Farrar wants the county to purchase the small water systems in the county and take control of the community supply. Farrar wanted to begin a conversation about the value of the forests in their natural condition and how that benefits the watersheds and the drinking water.

Drew Herzig, 628 Klaskanine Ave., Astoria. Herzig addressed the Board about complaints regarding Clatsop Behavioral Healthcare (CBH) and the damage that has been done. Herzig said the Board is elected by the county to look after the county's health and well-being. Herzig suggested a work session with Amy Baker and county staff and asked that a public statement be issued.

1 Rohne said things were a disaster under the former County Manager. The Interim County  
2 Manager, Rich Mays, and County Manager Cameron Moore are very dedicated and have worked  
3 very hard to rectify the situation. Rohne said there are legal constraints and the Board is very  
4 concerned about the health and well-being of the community.  
5

6 Carolyn Eady, 1990 S.E. Sheridan, Astoria. Eady asked the Board to consider the findings of two  
7 recent studies published last year on the state forests. Eady said since 2000 the State and  
8 privately managed forestlands in Western Oregon have been clear cutting at a rate that far  
9 exceeds regrowth by 45%. As a consequence, Western Oregon has nearly 522,000 less acres of  
10 forest cover than it had in 2000. This has also caused a significant increase of Greenhouse Gas  
11 Emissions. Eady gave the Board copies of the studies that were done.  
12

13 Nancy Holmes, 1520 Cooper Street, Seaside. Holmes asked why Commissioner Thompson  
14 didn't speak up about her concerns of the citizen representation at the community meetings on  
15 the Vision 2030 Plan before she approved it. Holmes said the 2030 final report should be  
16 considered by the Board when they think about any of the policies to guide the county, especially  
17 the state forestry policy.  
18

19 Roger Dorband, 462 6<sup>th</sup> Street, Astoria. Dorband had concerns about Commissioner Thompson  
20 discounting the vision statement because it was heavily weighted by community activists.  
21 Dorband stated Thompson said she was not on the Board when the Vision 2030 Plan was  
22 adopted. Dorband said Thompson was on the Board when the Vision 2030 Plan was adopted and  
23 also made the motion to adopt the Plan. Dorband asked Thompson which county she was  
24 representing and does Thompson feel she can be an objective voice for Clatsop County on the  
25 FTLAC given Thompson's marriage to a Linn County Administrator.  
26

## 27 **CONSENT CALENDAR**

28 *Nebeker moved and Clement seconded a motion to approve the consent calendar. Motion carried*  
29 *unanimously.*

- 30 a. Approve the 2015-16 budget and appropriation adjustments ..... {Page 1}
- 31 b. Approve the construction contract for pond outlet structure replacement. .... {Page 5}
- 32 c. Agreement with GovDeals Inc. to auction surplus equipment..... {Page 17}
- 33 d. Cancellation of delinquent personal property/personal property manufactured structure  
34 taxes..... {Page 27}
- 35 e. KOA Lease of County Right of Way ..... {Page 33}
- 36 f. Approve the 2016-17 contract service agreement for Seaside Temps for various county  
37 departments ..... {Page 45}
- 38 g. FY 2015-16 County Counsel Beery, Elsner & Hammond, LLP Contract Amendment  
39

## 40 **PUBLIC HEARING**

- 41 a. First Reading of Ordinance 16-04 Amending County Code to change on-site wastewater  
42 management program enforcement  
43 Michael McNickle, Environmental Health Supervisor, addressed the Board with Ordinance  
44 16-04 which is designed to help Public Health improve the on-site sewage regulations for the  
45 on-site sewage program. Reynolds read the Ordinance by short title only; "An Ordinance

1 amending Clatsop County Code Chapter 9.08 to change on-site wastewater management  
2 program enforcement.

3  
4 Lee opened the public hearing. No public testimony. Lee continued the public hearing July 13<sup>th</sup>.

5  
6 b. Authorize Alternative Contracting Method – Household Hazardous Waste

7 Dave Dieffenbach, Capital Projects Manager, asked the Board to allow staff to use an alternative  
8 contracting method regarding household hazardous waste. McNickle said the county has held  
9 annual events to get rid of hazardous waste. McNickle said with the demand that has been  
10 created this will allow 6-8 events throughout the year. McNickle said they are ready to move  
11 forward and build the hazardous waste facility. Clement asked what is done with the hazardous  
12 waste after they leave the special site. McNickle said some of the items are recycled such as  
13 paint and batteries.

14  
15 Lee opened the public hearing. No public testimony. Public hearing closed.

16 *Thompson moved to approve staff to use the Design/Build contracting method to contract for the*  
17 *Household Hazardous Waste Project, and authorize the Board Chair to sign the Resolution and*  
18 *Order and Nebeker seconded. Motion carried unanimously.*

19  
20 c. Adopt Proposed Fee Schedule for Clatsop County to be implemented July 1, 2016

21 Monica Steele, Budget & Finance Director, addressed the Board on the proposed fee schedule to  
22 be implemented July 1, 2016 to better align the recovery of fees for the services provided. A  
23 public hearing is necessary to consider testimony from any and all persons who may wish to  
24 comment on the proposed fee schedule.

25  
26 Lee opened the public hearing. No public testimony. Public hearing closed.

27 *Nebeker moved the Board adopt the proposed fee schedule to be implemented July 1, 2016 as*  
28 *presented and Clement seconded. Motion carried unanimously.*

29  
30 **BUSINESS AGENDA**

31 a. Appointment of Planning Commissioners

32 Heather Hansen, Community Development Director, stated there are two openings on the  
33 Planning Commission and the current members chose not to reapply. Ten applications were  
34 submitted. Kay Foetisch-Robb offered to stay on the Planning Commission until the hearings are  
35 completed for Bella Ridge. There were four applicants who live within the city limits of Astoria.  
36 Lee said there are some good candidates. One of the applicants, Chris Farrar was in attendance.  
37 Rohne said he would recommend Farrar be on the Planning Commission. Thompson said she has  
38 worked with Chris Farrar and said he is compassionate and well informed. Lee supported Farrar  
39 and appreciated his attendance at the meeting. *Rohne motioned to appoint Chris Farrar to the*  
40 *Clatsop County Planning Commission to fulfill a four year term that ends on June 30, 2020 and*  
41 *Thompson seconded. Motion carried unanimously.* Rohne would like to select an applicant from  
42 the Olney/Walluski area. *Rohne nominated William Cook for the Clatsop County Planning*  
43 *Commission to fulfill a four year term that ends on June 30, 2020 and Clement seconded the*  
44 *motion. Motion carried unanimously.*

45  
46 b. Adoption of Fiscal Year 2016-17 County Budget

1 Steele, stated the final step in the budget process is to adopt the budget as approved or with any  
2 adjustments the Board wants to make based on testimony received at the budget meeting or on  
3 new information. These are adjustments requested by the County Manager to budgets based on  
4 information that was not available when the budget was approved by the Budget Committee in  
5 May. These adjustments include:

- 6 • \$91,720 in appropriated funds for mental health services
- 7 • Reallocating appropriation authority in the General Fair Operations Fund from  
8 Contingency to Materials and Services in the amount of \$60,000; as well as  
9 reallocating appropriation authority to Emergency Management Org Unit from  
10 Materials and Services to Personnel Services in the amount of \$58,610 in order to  
11 increase FTE's by .6.
- 12 • An additional \$448,830 in appropriation authority is being appropriated in the  
13 Special Projects Org Unit of the Capital Projects Fund. This appropriation is to  
14 carry forward projects from the 2015-16 FY that were not completed.
- 15 • The final change is a reduction of \$61,150 which is a result of discontinuing use  
16 of the Jail Commissary Fund and utilizing the existing third party contract already  
17 in place to reduce a redundancy in work performed.

18 Steele stated the Budget Committee approved the county's 2016-17 annual budget and the Board  
19 held a hearing to receive comments from the public. Adoption of the Resolution and Order for  
20 the 2016-17 county budget of \$57,596,250 represents the Board's final action in the annual  
21 budget process. Nebeker asked if the pass through money of \$91,720 from the State was an  
22 increase. Steele said they constantly receive amendments from the mental health budget so they  
23 adjusted the budget as best they could at this time in accordance with local budget law.

24 *Thompson moved the Board approve the resolution adopting the budget for 2016-17 by*  
25 *organizational unit, imposing taxes, categorizing taxes and making appropriations for Clatsop*  
26 *County as approved by the Budget Committee with the staff recommended changes and Clement*  
27 *seconded. Motion carried unanimously.*

28  
29 c. Adoption of Fiscal Year 2016-17 Budget for Clatsop County 4-H & Extension Special  
30 Service District

31 Steele said the annual budget of \$647,950 for Clatsop County 4-H Extension Special Service  
32 District was approved by the budget committee. Adoption of the resolution represents the  
33 Board's final action in the annual budget process. *Rohne moved to adopt the budget as presented*  
34 *by the budget committee for fiscal year 2016-17 and Nebeker seconded. Motion carried*  
35 *unanimously.*

36  
37 d. Adoption of Fiscal Years 2016-17 Budget for Clatsop County Rural Law Enforcement  
38 District

39 Steele said the annual budget of \$2,914,140 for Clatsop County Rural Law Enforcement District  
40 was approved by the budget committee. *Thompson moved to adopt the fiscal year 2016-17*  
41 *budget for Clatsop County Rural Law Enforcement District with the budget totaling \$2,914,140*  
42 *and Nebeker seconded. Motion carried unanimously.*

43  
44 e. Adoption of Fiscal Year 2016-17 Budget for Clatsop County Road District Number 1

45 Steele said the annual budget of \$3,513,300 for Clatsop County Road District Number 1 was  
46 approved by the budget committee for fiscal year 2016-17. *Rohne moved to adopt the 2016-17*

1 *approved Clatsop County Road District Number 1 budget and Clement seconded. Motion*  
2 *carried unanimously.*

3  
4 f. Adoption of Fiscal Year 2016-17 Budget for Westport Sewer Service District  
5 Steele said the annual budget of \$183,160 for the Westport Sewer Service District was approved  
6 by the Budget Committee on May 11, 2016. *Nebeker moved to adopt the 2016-17 Westport*  
7 *Sewer Service District budget as presented and approved by the Budget Committee and*  
8 *Thompson seconded. Motion carried unanimously.*

9  
10 g. Approval of 2016-2022 Collective Bargaining Agreement AFSME-District Attorney  
11 Robin Koch, Human Resources Director and Josh Marquis, District Attorney presented the  
12 Board with the mutual agreement the county made with the Clatsop County District Attorney –  
13 American Federation of the State, County and Municipal Employees, Council 75 (AFSME)  
14 beginning July 1, 2016 through June 30, 2022. Koch said the union unanimously ratified the six  
15 year agreement. This agreement was met without the use of labor attorney which saved the  
16 county both money and time. The agreement provides an option for employees to convert  
17 accrued vacation hours for buyout up to 120 hours per year per employee; provides a new level  
18 of vacation accrual rate of 2.0 days per month for long term employees; an adjustment of 8% for  
19 the pay range for the Deputy District Attorney III (DDA) job classification to emphasize  
20 retention and remain competitive with market trends for this occupational group with all  
21 subsequent adjustments consistent with past practice; cost of living adjustment (COLA)  
22 increases between 2.5% and 4.5% beginning with the third year of the new agreement. The fiscal  
23 impact if approved would be approximately \$86,000 cost to the county. These were not able to  
24 be included in the 2016-17 budget so there will be a budget amendment presented in July for the  
25 Board’s approval. Koch thanked the negotiating team. Marquis thanked Moore for not having to  
26 use labor attorneys and feels the county has accomplished a great deal for negotiating the  
27 agreement. *Nebeker moved to approve the ratified collective bargaining agreement for fiscal*  
28 *year 2016-22 between Clatsop County and Clatsop County District Attorney – American*  
29 *Federation of the State, County and Municipal Employees, Council 75 and Clement seconded.*  
30 *Motion carried unanimously.*

31  
32 **COMMISSIONERS’ REPORTS**

33 Nebeker attended the Arts Council meeting and reported the Astoria Music Festival is going on  
34 now. There are ongoing surveys being done to quantify the economic impact for the county that  
35 the arts have. The Arts Council is looking for volunteers to help with the surveys. Nebeker  
36 attended the Human Services Council meeting and said Amy Baker was there. Baker said the  
37 next 2-4 weeks she will be overseeing internal operations. The 4-8 week plan is client safety,  
38 community perception, getting the respite center up and running and employee morale. Baker  
39 believes there will significant improvements. Nebeker stated the food banks distribution of fruits  
40 and vegetables has caused weight loss for clients due to changed eating habits. There is a mobile  
41 food pantry which travels throughout the county and clients can attend once a week. The  
42 Northwest Regional Early Learning Hub’s focus is to assess children at an earlier age. The Hub  
43 depends on volunteer staff for these assessments. Nebeker said the Oregon Health Plan is very  
44 difficult to navigate and people have been dropped because of needing to reenroll. The Way to  
45 Wellville grant has been changed from a five year grant to a ten year. Nebeker would like a  
46 presentation from the Way to Wellville Committee. The emphasis is on early childhood

1 development. The local school districts are administering childhood trauma training which will  
2 give tools to identify and deal with childhood trauma. Nebeker stated the mental health budget  
3 has declined since 2011 and she would like to propose the Board increase the contribution to  
4 mental health in next year's budget.

5  
6 Clement said there are five locations in Clatsop County that are providing lunches during the  
7 summer for school age children at no cost.

8  
9 Thompson attended the Community Action Team Board Retreat which talked about the Sunset  
10 Lake Project. The Community Action Team is focusing from zero to three year olds for early  
11 childhood education programs. Thompson attended the Association of Oregon Counties (AOC)  
12 Spring Summit. Thompson said she is not interested in Linn County because she is representing  
13 and devoted to Clatsop County. Thompson is looking on how the Board enriches the vision and  
14 how to translate it into programs and operations. Thompson proposed that the AOC form a sub-  
15 committee for resilience so the counties can plan together and prepare together. The housing sub-  
16 committee is less active during the summer. Thompson would like a timber advisory committee  
17 so that everyone can sit at the same table and have a good conversation.

18  
19 Rohne no report.

20  
21 Lee addressed the mental health comments that were in the paper and by Drew Herzig. Lee said  
22 the Board has done everything they can to understand and find a solution to the problem. Lee  
23 said these things have to be done legally. Rohne and Lee were engaged from the very beginning  
24 and Lee resents the criticism and believes the Board has the utmost interest in making sure that  
25 things are done correctly. Lee attended the Oregon Coastal Zone Management Association  
26 (OCZMA) and was elected as Chair for the upcoming year. The budget was approved. Lee  
27 attended the CREST budget hearing and approved the 2016-17 budget for CREST. Lee said the  
28 Board of CREST does not set the projects or vote on the projects or set policy. The general  
29 purpose is the responsibility of the CREST budget.

30  
31 **COUNTY MANAGER'S REPORT**

32 Moore said on Friday the State Forestry Advisory Committee will be holding tours of the  
33 Clatsop State Forests. There is an ongoing effort to make sure everyone has a good  
34 understanding of what is going on in the forests.

35  
36 **ADJOURNMENT 7:27pm**

37  
38 Approved by,

39  
40  
41 \_\_\_\_\_  
42 Scott Lee, Chairperson

**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**July 27, 2016**

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**Issue/Agenda Title:** Non-profit funding agreement with CEDR

**Category:** Consent Calendar

**Prepared By:** Theresa Dursse, Executive Assistant-Clerk of the Board

**Presented By:** Cameron Moore, County Manager

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**Issue before the Commission:** Approval of FY 2016-17 non-profit funding agreement with Clatsop Economic Development Resources (CEDR)

**Informational Summary:** The Board has approved funding for Clatsop Economic Development Resources since 2008. At the Board's July 13, 2016 regular board meeting Kevin Leahy, CEDR Executive Director gave the annual 2015 and year to date results: CEDR advised 230 clients, provided 1799 counseling hours, held 75 training events with 680 attendees, 71 jobs created or retained and 12 business starts. Access to capital formation was \$2,757,510 and there were increased sales of \$987,813. CEDR has a new full time lead advisor, David Reid. The Clatsop Community College Small Business Development Center was the 2015 winner of the Small Business Administration State of Oregon "Excellence & Innovation Award" for the region. Leahy thanked the Board for their past contributions to CEDR and is asking the contract for 2016-17 be approved. CEDR and the Oregon Employment Department hosted the Clatsop High School Career & Job Fair. There were 68 employers that participated with over 700 students in attendance. CEDR is hoping to expand the job fair to include adult job seekers. CEDR and Col-Pac have been spearheading an affordable/available housing task force for the county. The Leaders Forestry Tour is scheduled for Wednesday, October 5, 2016.

**Fiscal Impact:** Funding for CEDR is budgeted in the amount of \$70,000 from the Video Lottery Special Revenue Fund.

**Options to Consider:**

1. Approve the FY 16-17 agreement with CEDR
2. Do not approve the agreement

**Staff Recommendation:** Option #1

**Recommended Motion:** *"I move to approve the FY 16-17 agreement with CEDR and authorize the County Manager to sign following the contract review process."*

**Attachment List:**

- A. FY 16-17 Agreement

## NON-PROFIT FUNDING AGREEMENT

This Agreement is made this 1st day of July, 2016, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter “**County**” and **Clatsop Economic Development Resources (CEDR)** 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 for public benefit.

NOW THEREFORE, the parties agree as follows:

1. Term. This agreement shall be for a one-year term, from July 1, 2016 to June 30, 2017. It may be terminated on 60 days written notice from one party to the other.
2. Services and Payment. County shall provide funding to Non-Profit in the amount of \$70,000 per year, payable in advance in quarterly installments, to deliver business-driven economic development services to create, grow and retain Clatsop County businesses.
3. Indemnity. Non-Profit shall indemnify and hold County harmless for any claim arising out of the provision of said 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. Accounting. Non-Profit shall provide County, quarterly and at the conclusion of the provision of services, with an accounting of funds expended and a report of services performed. Both accounting and report shall be in a format acceptable to County, and will, at County’s discretion, include a presentation at a meeting of the Board of County Commissioners.
5. Public Benefit. 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 the purposes set forth herein, shall be returned to County.

**County:**

**Non-Profit:**

\_\_\_\_\_  
Cameron Moore, County Manager

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary