



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
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800 Exchange, Suite 410
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Phone (503) 325-1000
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Regular Meeting

June, 22, 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. 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.*

5. CONSENT CALENDAR

- a. Approve the 2015-16 budget and appropriation adjustments.....{Page 1}
- b. Approve the construction contract for pond outlet structure replacement{Page 5}
- c. Agreement with GovDeals Inc. to auction surplus equipment{Page 17}
- d. Cancellation of delinquent personal property/personal property manufactured structure taxes.....{Page 27}
- e. KOA Lease of County Right of Way{Page 33}
- f. Approve the 2016-17 contract service agreement for Seaside Temps for various county departments.....{Page 45}

6. PUBLIC HEARINGS

- a. First Reading of Ordinance 16-04 Amending County Code to change on-site wastewater management program enforcement{Page 67}
- b. Authorize Alternative Contracting Method – Household Hazardous Waste{Page 71}
- c. Adopt Proposed Fee Schedule for Clatsop County to be implemented July 1, 2016 .{Page 75}

7. BUSINESS AGENDA

- a. Appointment of Planning Commissioners{Page 101}
- b. Adoption of Fiscal Year 2016-17 County Budget{Page 129}
- c. Adoption of Fiscal Year 2016-17 Budget for Clatsop County 4-H & Extension Special Service District.....{Page 139}
- d. Adoption of Fiscal Year 2016-17 Budget for Clatsop County Rural Law Enforcement District{Page 143}

- e. Adoption of Fiscal Year 2016-17 Budget for Clatsop County Road District Number 1{Page 147}
- f. Adoption of Fiscal Year 2016-17 Budget for Westport Sewer Service District{Page 151}

8. COMMISSIONERS' REPORTS

9. COUNTY MANAGER'S REPORT

10. 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

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

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

June 22, 2016

Issue/Agenda Title: Approve the 2015-16 budget and appropriation adjustments as required by ORS 294.463.

Category: Consent Calendar

Prepared By: Monica Steele, Budget & Finance Director

Presented By: Monica Steele, Budget & Finance Director

Issue before the Commission: Approve the 2015-16 budget and appropriation adjustments as required by ORS 294.463.

Informational Summary: Attached is the R&O required by ORS 294.463 for the budget adjustments for fiscal year 2015-2016. These adjustments are required to avoid being in violation of budget law due to unanticipated increases in costs, and to realign appropriation authority between categories. The need for budget adjustments is further explained in the attached Schedule "A".

Fiscal Impact: The potential fiscal impact is \$0 as these adjustments are within funds that either have adequate contingency to cover these costs or the adjustment is for appropriation authority only.

Options to Consider:

1. Approve the year-end budget and appropriation adjustments as required by ORS 294.463.
2. There are no other options to consider.

Staff Recommendation: Option #1

Recommended Motion: "I move that the Board approve the year-end budget adjustments to remain in compliance with Oregon budget law per ORS 294.463."

Attachment List:

- A. Schedule "A" Appropriation adjustments

Schedule A

2015-16 Budget Adjustments

I. ADJUSTMENTS INVOLVING A TRANSFER OF APPROPRIATIONS BETWEEN ORGANIZATIONAL UNITS WITHIN A FUND

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
-------------------------------	-----------------	-----------------

Community Health 007/4110/82-1964	\$3,000	
Appropriation for Contingency 007/9915/82-9900		\$3,000

Comment: This adjustment is due to a change in employee health insurance coverage that was unanticipated

Tobacco Prevention 007/4112/82-1964	\$3,000	
Appropriation for Contingency 007/9915/82-9900		\$3,000

Comment: This adjustment is due to a change in employee health insurance coverage that was unanticipated.

Sheriff Criminal Division 001/2200/82-3141	\$11,000	
Appropriation for Contingency 001/9900/82-9901		\$11,000

Comment: This adjustment is due to the unanticipated availability of an asset, as a result this purchase will not occur in the 2016-17 FY Budget as currently approved for adoption.

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

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
-------------------------------	-----------------	-----------------

Juvenile Crime Prevention 020/2170/82-1964	\$5,000	
Juvenile Crime Prevention 020/2170/82-9900		\$5,000

Comment: This adjustment is due to an unanticipated employee resignation and vacation/comp time payout.

**Board of Commissioners
Clatsop County**

Agenda Item 5-b

AGENDA ITEM SUMMARY

June 22, 2016

Issue/Agenda Title: Construction Contract for Pond Outlet Structure Replacement

Category: Consent Calendar

Prepared By: Steve Meshke

Presented By: Steve Meshke

Issue before the Commission: Approval of the construction contract with Helligso Construction for the construction of a new pond outlet structure at our South Fork Klaskanine Hatchery site.

Informational Summary: Clatsop County Fisheries received an Oregon Department of Fish & Wildlife Restoration and Enhancement (R&E) grant for construction of a new rearing pond outlet structure at our South Fork Klaskanine Hatchery. The current structure has been in service since 1980 and is failing due to rust and corrosion. The new structure will address several safety issues such as new handrails and proper deck grating over the open areas.

The construction work will be performed during the months of July thru September while we have the water shut off to our hatchery rearing pond area. During these summer months we have no salmon in our rearing ponds at the hatchery so this improvement project will not affect our projects salmon production numbers.

Fiscal Impact: The Construction Contract is with Helligso Construction for \$44,870. Funding for this project will be from the R&E Intergovernmental Grant Agreement, which is included in the approved Clatsop County Fisheries budget for FY 16/17.

Options to Consider:

1. Requesting the Board approve the Construction Contract with Helligso Construction and authorize the County Manager to sign the agreement and any amendments.

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve the Construction Contract with Helligso Construction and authorize the County Manager to sign the agreement and any amendments".*

Attachment List:

- A. Clatsop County Construction Contract with Helligso Construction

CLATSOP COUNTY, OREGON

1100 Olney Avenue

Astoria, Oregon 97103

An Equal Opportunity Employer

Clatsop County Construction Contract

This Contract is by and between **Clatsop County (County)** and Helligso Construction (**Contractor**). Whereas **County** has need of the services which **Contractor** has agreed to provide; **Now Therefore**, in consideration of the sum not to exceed \$ 44,870 _____ to be paid to **Contractor** by **County**, **Contractor** agrees to perform between date of execution and September 30, 2016, inclusive, the following specific construction services:

- A. The Work: Pond outlet structure replacement at South Fork Klaskanine Hatchery as described below and Attachment 1- Bid Proposal:
1. Removal of the old pond outlet structure and approximately 55 feet of buried 30 inch steel pipe. Disposal of the old structure and piping.
 2. Construction of a new concrete outlet structure, excavation, installation of a 30 inch HDPE outlet pipe, concrete stairway and handrail, and concrete slab at the entrance to the structure. See attached drawings for specific dimensions and layout (Attachment 2). This new outlet structure will be constructed in the foot print of the existing outlet structure. The floor height of the new structure will be set at the current height of the old structure. Contractor will restore effected work area on earthen dam back to original conditions.
 3. Fabrication, installation, connection, fill and compaction of approximately 55 feet of 30" diameter HDPE pipe from the outlet structure to the point where it joins the existing HDPE piping. Currently the steel pipe is flanged to the existing HDPE piping which leads to the adult salmon holding pond.

Construction work shall not proceed until July 15, 2016 and all work must be completed on or before September 15, 2016.

The attached project drawings consist of 4 sheets. The additional items called out on page 3 and 4 for the deck framing, grating, ladder, removable hand rail, and frame screen is for informational purpose only. Clatsop County Fisheries will be constructing and installing this equipment.

B. Payment Terms: Payment will be made 30 days from receipt of invoice and approval of work by County.

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

2. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the District or Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs,

including an appeal. All rights and remedies of **County** shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of **County** according to law.

3. **Compliance.** **Contractor** shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279C.505 through 530 (Construction Contracts) are incorporated herein. Specifically, Contractor shall:

- a. Promptly pay, as due, all persons supplying labor and material for the performance 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 or to become due the Contractor by reason of the contract, pursuant to ORS 279C.515.
- b. If this contract is for a public improvement, if Contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the County, the Contractor or first-tier subcontractor shall owe the person the amount dues plus interest commencing at the end of the 10 day period that payment is due under ORS 279C.580 and ending upon final payment.
- c. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract.
- d. Not permit any line or claim to be filed or prosecuted against **County**, on account of any labor or material furnished by **Contractor**.
- e. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- f. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279A.055, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279C.520.
- g. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279C.530.
- h. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
- i. If this contract is for a public improvement, **Contractor** represents and warrants that at the time of the execution of this agreement they have, and shall maintain during the term of this agreement an employee drug-testing program for its employees.
- j. If this contract is for a public improvement, if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the

Construction Contractors Board, subject to ORS 279C.515.

- k. If this contract is for a public improvement exceeding \$50,000, Contractor, subcontractor or other person doing or contracting to do any of the work of this contract will pay workers prevailing wage rates as contained in bid specifications and workers shall be paid not less than the specified minimum hourly rate of wage.
- l. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources.
- m. If this contract is for a public improvement exceeding \$50,000, and contractor is required to pay prevailing wages under ORS 279C.800 to 279C.870, then contractor must file a \$30,000 BOLI bond with the Construction Contractors Board before starting work on a contract or subcontract. Contractor will include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractor's Board before starting work on the project, unless exempt.
- n. If this is for a public improvement exceeding \$50,000, a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
- o. Workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.
- p. If this contract includes demolition, the contractor shall salvage or recycle construction and demolition debris if feasible and cost-effective. If contract includes lawn and landscape maintenance, contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective, per ORS 279C.510.

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

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

6. **Indemnification.** Contractor shall save harmless, indemnify, and defend County for

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

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

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

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

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

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

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

12. **Standard of Services and Warranty.** **Contractor** agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that the **Contractor** must perform the services based in part on information furnished by **County** and that **Contractor** shall be entitled to rely on such information. However, the **Contractor** is given notice that **County** will be relying on the accuracy, competence and completeness of **Contractor's** services in utilizing the results of such services. The **Contractor** warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

13. **Ownership and Use of Documents.** All documents, or other material submitted to the **County** by **Contractor** shall become the sole and exclusive property of **County**. All material prepared by **Contractor** under this Agreement may be subject to Oregon's Public Records Law.

14. **Tax Compliance Certification.** **Contractor** hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of **Contractor's** knowledge, **Contractor** is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. **Contractor** represents that Contract will

continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If **Contractor** fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the **Contractor** shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.

15. **Insurance.** **Contractor** shall purchase and maintain at **Contractor's** expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$1,000,000 for property damage and minimum of \$1,000,000 per person for bodily injury and no less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. In addition, all such insurance, with the exception of Professional Liability, shall name **County**, its Commissioners, employees and agents, as an Additional Insured. A copy of the policy or certificate of insurance acceptable to **County** shall be submitted to **County**. Some, or all, of the required insurance may be waived or modified if approved by **County's** counsel as follows:

_____ (*Approved by County Counsel*)

(Comments)

(Contractor's Initials) _____

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

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

FOR COUNTY:

FOR CONTRACTOR:

Signature Date

Signature Date

Title

Title

Contractor Address:

Steve Meshke

From: Ryan Helligso <ryan@helligsoconstruction.com>
Sent: Tuesday, June 07, 2016 8:20 AM
To: Steve Meshke
Subject: South Fork Pond Outlet Structure

Good morning Steve,

We appreciate the opportunity to quote the South Fork Klaskanine River Hatchery/pond Outlet Structure Replacement project as outlined in the RFQ. After a thorough plan review, completion schedule (prior to 9/15) review and project walk we are pleased to provide the following:

1. Mobilization
2. Materials Supply and labor
3. Concrete structure work
4. Concrete stairwell and rails
5. 30" HDPE Piping fabrication and installation
6. Disposal of old structure

TOTAL FOR THE ABOVE: \$44,870

Clarifications: standard wages (NON BOLI project), permits by owner, limited on site disposal of organics, steel walks, grates, ladder, columns and rails (pg 3 and 4) are by others. We would anticipate a July 1 starts date.

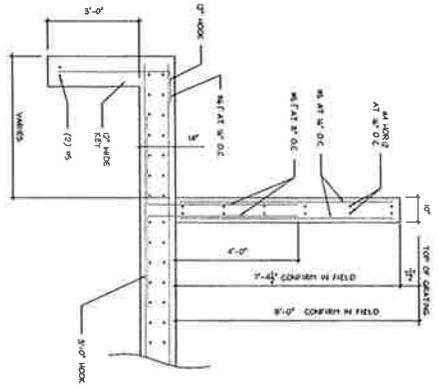
Regards,

Ryan Helligso, Pres.
Helligso Construction Co.

PO Box 147
35047-A Hwy 105
Astoria, OR 97103

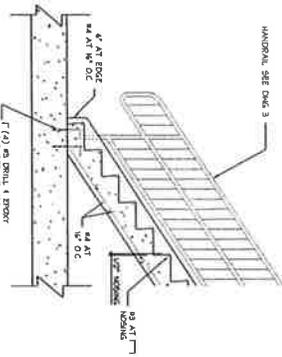
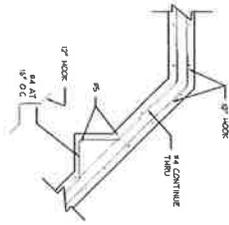
Tel:503.325.7697 Cell:503.440.4135
www.helligsoconstruction.com





RETAINING WALL DETAILS

SCALE 1/2"=1'-0"



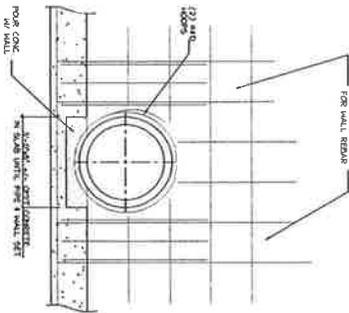
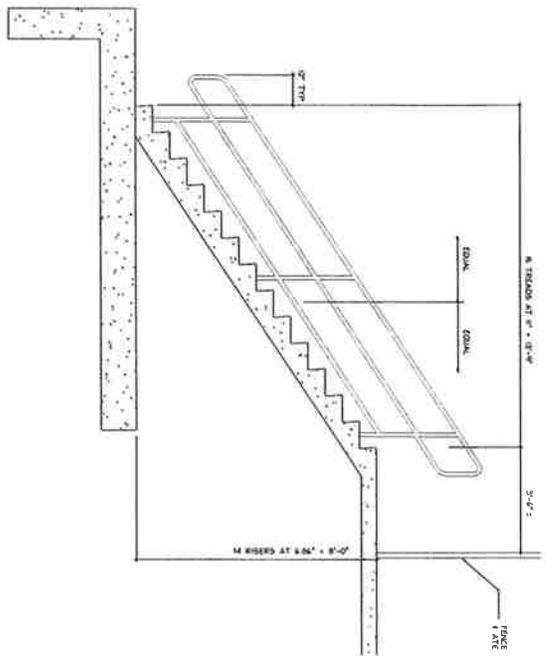
SECTION DETAIL

SCALE 1/2"=1'-0"



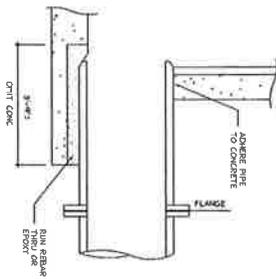
SECTION AT STAIRS

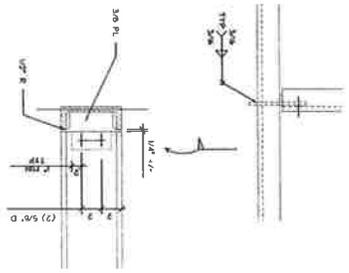
SCALE 1/2"=1'-0"



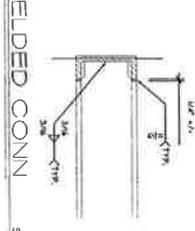
DETAIL AT PIPE

SCALE 1/2"=1'-0"

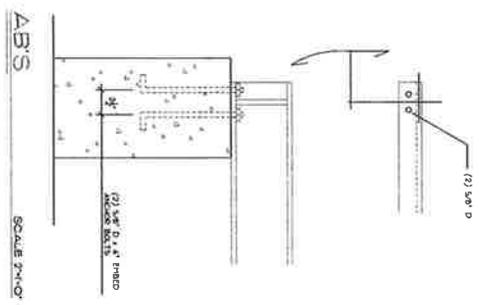




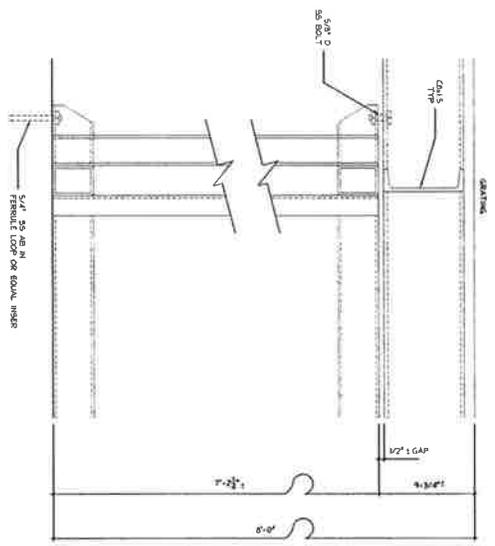
BOLTED CONN SCALE 2'-11'-0"



WELDED CONN SCALE 2'-11'-0"



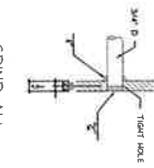
AB'S SCALE 2'-11'-0"



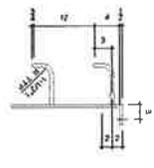
SECTION AT SCREEN FRAME SCALE 2'-11'-0"



HOT DIP GALV AFTER FABRICATION

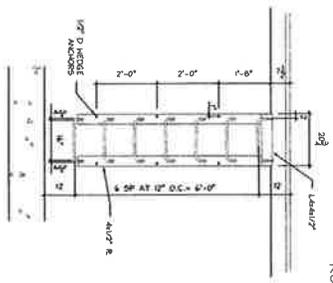


TIGHT HOLE

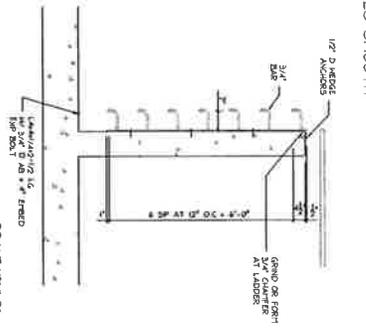


GRIND OR FILE AT ADDRESS

GRIND ALL ROUGH EDGES SMOOTH



LADDER DETAIL SCALE 1/2'-0'-0"



SCALE 1/2'-0'-0"

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

June 22, 2016

Issue/Agenda Title: Agreement with GovDeals Inc. to auction surplus equipment

Category: Consent Calendar

Prepared By: Ted McLean, Assistant Public Works Director

Presented By: Michael Summers, Public Works Director

Issue before the Commission: Memo of Understanding with GovDeals Inc. for auctioning of surplus equipment.

Informational Summary: Public Works Dept. has equipment that is surplus. We would like to use an online auction company GovDeals Inc. to auction off our equipment. The Sheriff's Dept. has used this company for a few years and has been very successful in getting their vehicles sold and at a good price.

Fiscal Impact: This will generate revenue for the Public Works Dept.

Options to Consider:

1. Approve memo of understanding with GovDeals Inc. to auction our surplus equipment
2. Look for another vendor
3. Postpone for another year

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve a Memo of Understanding with GovDeals Inc. and approve the County Manager to sign this Memo of Understanding and any amendments."*

Attachment List:

- A. MOU

GovDeals

Online Auction Memo of Understanding

This Online Auction Memo of Understanding (MOU) is between GovDeals, Inc. (“GovDeals”), a Delaware corporation having its principal place of business at The Capitol Commerce Center – 100 Capitol Commerce Boulevard – Suite 110 - Montgomery, Alabama, 36117 and Clatsop County Public Works (“Client”), having its principal place of business at 1100 Olney Avenue – Astoria, Oregon 97103.

- 1.0 Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 GovDeals’ Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in **5.0** below:
 - 2.1** Access to a GovDeals online “Client Asset Server” (CAS), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The CAS will provide Client with the following capabilities:
 - Accept descriptive information concerning an asset including unlimited photos
 - Allow different auction phases based upon dates and times
 - Allow Client to set minimum starting prices, bid increments and reserves
 - 2.2** Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
 - Familiarization with the nature and operation of CAS
 - Guidance in the posting of assets and provide ongoing support
 - Procedures for taking and posting pictures of assets
 - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
 - 2.3** Help Desk support available via telephone or email during normal business hours, except announced holidays.
 - 2.4** Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
 - Work with Client to identify items that may benefit from marketing attention.
 - Provide documented proof of all marketing efforts made on behalf of Client.
 - Assist in determining values and starting prices for unique and high dollar assets.
- 3.0 Fees:** Please elect a Flexible Pricing Option (FPO) from **Exhibit A** and enter selection below signature block on MOU page two (2).
- 4.0 Payment:**
 - 4.1** If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within thirty (30) calendar days from receipt of invoice,

unless an applicable prompt payment act or similar legislation specifies a different time period.

4.2 Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.

4.3 If Client elects GovDeals to collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit B**.

5.0 **Term of MOU:** This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party.

6.0 **Terms and Conditions:** Please find **Exhibit C** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.

7.0 **Governance:** This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Oregon.

8.0 **Non-Exclusive Engagement:** This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals, Inc

Client: Clatsop County Public Works

Signature: _____

Signature: _____

Print Name: Roger Gravley

Print Name: _____

Title: President

Title: _____

Date: _____

Date: _____

Memo of Understanding Contact:

Attention: Sales Support
The Capitol Commerce Center
100 Capitol Commerce Blvd., Ste110
Montgomery, AL 36117
Telephone Number: 866.377.1494
Fax Number: 334.387.0519
Email: salesupport@govdeals.com

Flexible Pricing Options (FPO)

Select one from options described in GovDeals Memo of Understanding- Exhibit A:

Client Collects Proceeds

Option A1 (7.5% Seller- 0% Buyer)

Option A2 (0% Seller- 7.5% Buyer)

Client elects FSS (GovDeals collects Proceeds)

Option W1 (10% Seller- 0% Buyer)

Option W2 (5% Seller- 5% Buyer)

Option W3 (0% Seller- 10% Buyer)

EXHIBIT A - Online Auction Memo of Understanding

Flexible Pricing Options (FPO)

The Client has the option to choose from the following alternative plans:

A - Client Collects Proceeds.

Option A1: The Client pays a 7.5% fee. GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

Option A2: The Client pays a 7.5% fee but is given the capability to easily pass the entire fee on to the winning bidder as an Administrative Fee. The client is only allowed to pass on to the winning bidder the amount charged to them based on the pricing schedule above. The amount invoiced to the winning bidder will include the gross sale amount of the item, the administrative fee, any special fees and sales taxes, if any. By passing this fee on to the winning bidder, the client's effective fee is zero percent (0%). GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

W - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.

Option W1: The Client pays a 10% fee and the winning bidder pays a 0% Buyers Premium.

Option W2: The Client pays a 5% fee and the winning bidder pays a 5% Buyers Premium.

Option W3: The Client pays 0% fee and the winning bidder pays a 10% Buyers Premium.

Tiered Fee Reduction Schedule

GovDeals' **Tiered Fee Reduction Schedule** below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on www.govdeals.com.

1. When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%*) of the winning bid, but not less than \$5.00.
2. Where an asset sells for more than \$100,000, and up to \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.
3. Where an asset sells for greater than \$500,000, and up to \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000 up to \$1,000,000.
4. Where an asset sells for greater than \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the next \$500,000 of the winning bid, plus a fee of two and one-half percent (2.5%) of the bid amount in excess of \$1,000,000.

*Subject to a minimum per asset/lot fee of \$5.00. **If the Client chooses to pay the full 7.5% fee, they will have access to the **Tiered Fee Reduction Schedule**

EXHIBIT B - Online Auction Memo of Understanding

Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee by electing the appropriate section on the following page of this exhibit.

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Client Asset Server (CAS). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in CAS. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing CAS and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in CAS as 'Picked Up'. However, if you choose to be invoiced for the GovDeals' fee, GovDeals will remit all proceeds collected, less the "Buyer's Premium" only. All proceeds will be remitted electronically by Automatic Clearing House (ACH) unless elected on the following page of this exhibit to receive a paper check. Whether proceeds are remitted electronically via ACH or via paper check, a detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

Financial Settlement Services (FSS) Election and Information

Please complete payment instructions below:

If client elects FSS, this section must be completed when submitting the signed MOU back to GovDeals.

Accounting Contact:

(Person to receive checks and invoices)

Teresa Clute ADMIN SUPERVISOR
Name and Title

E-Mail Address:

ROADS @ CO. CLATSOP. OR. US

Phone Number:

503-325-8631

Option W: Client elects for GovDeals to collect all proceeds from the buyer:

Option W1 Option W2 Option W3

(Please choose only one option for payment)

If payment will be made by ACH, please provide the following information:

Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

OR:

If payment will be made by paper check, please provide the following information:

Make check payable to:

Clatsop County
Client's Legal Name

Mail check to:

1100 Olney Avenue
Street Address / P.O. Box Number

Astoria OR 97103
City, State and Zip Code

Please check here *only* if Client elects to **NOT** allow GovDeals to deduct the GovDeals fees from proceeds due the client.

Clatsop County Public Works Astoria, Oregon

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale “AS IS, WHERE IS.” (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the Seller shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and GovDeals from liability therefore.

Inspection. Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from GovDeals.

Buyers Premium. If a Buyers Premium is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website. Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa
- MasterCard
- American Express
- Discover

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be

used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

Removal. All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchased items will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** have responsibility for packing, loading or shipping. See instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, Seller may exercise such rights and may pursue such remedies as are provided by law. **Seller reserves the right to reclaim and resell all items not removed by the specified removal date.**

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

June 22, 2016

Issue/Agenda Title: Cancellation of Delinquent Personal Property/Personal Property Manufactured Structure Taxes Pursuant to ORS 311.790

Category: Consent Calendar

Prepared By: Suzanne Johnson, Interim Director Assessment & Taxation

Presented By: Suzanne Johnson, Interim Director Assessment & Taxation

Issue before the Commission: Approve cancellation of those delinquent Personal Property/Personal Property Manufactured Structure tax accounts per ORS 311.790

Informational Summary: ORS 311.790 allows for the cancellation of personal property taxes that for any reason are wholly uncollectible. The attached Exhibit A designates those accounts by Name, Year of Assessment, Tax, Accrued Interest to date and Warrant Fee amounts that have been deemed uncollectible by the reasons stated.

These personal property and personal property manufactured structure accounts for tax years including 2009/10 through 2015/16, in the amounts noted have been reviewed by staff, and have been determined to be delinquent and for the reasons specified are uncollectible as defined by the cited statute.

Fiscal Impact: The total amount of taxes requested cancelled is \$6,034.91 with an additional total of \$3,727.30 of accrued interest and \$94.00 in warrant fees.

Options to Consider:

1. Tax Collection methods have been exhausted. Accounts wholly uncollectible as defined by statute.

Staff Recommendation: Option #1

Recommended Motion: *“I move to approve the cancellation of those delinquent Personal Property accounts deemed uncollectible as defined by ORS 311.790”*

Attachment List:

- A. Resolution & Order Authorizing Cancellation
- B. Exhibit A
- C. ORS 311.790
- D. Concurrence of Legal Counsel.

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IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF CANCELLATION OF)
PERSONAL PROPERTY MANUFACTURED STRUCTURE) RESOLUTION AND
ACCOUNTS PURSUANT TO ORS 311.790) ORDER

WHEREAS, THE Clatsop County Tax Collector and Clatsop County Legal Counsel have determined that certain Personal Property taxes for the years 2009/10 through and including 2015/16 are wholly uncollectible in the amounts and for the reasons more fully set forth in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to ORS 311.790 and upon written request of the County Tax Collector and County Legal Counsel that cancellation of the personal property taxes for the years 2009/10 through and including 2015/16 total amount of \$6,034.91 would be appropriate at this time; now therefore

IT IS HEREBY RESOLVED AND ORDERED pursuant to ORS 311.790 and the Clatsop County Tax Collector is hereby directed to cancel those certain delinquent and uncollectible personal property manufactured structure taxes for the years 2009/10 through and including 2015/16 in the total amount of \$6,034.91 as more fully described in the attached Exhibit "A"; and

NOW THEREFORE, IT IS RESOLVED

Dated this _____ day of June 2016.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Scott Lee, Chairperson

Approved as to form:

County Counsel

EXHIBIT A

TAXPAYER ACCOUNT/NAME	CODE/ACCT ID	TAX YR	PROPERTY ASSESSED	TAX	INTEREST	WARRANT FEE	REASON FOR CANCELLATION
Sunseekers James Paino	36173	2012/13	Misc Equipment	504.79	265.96		Business closed. Unable to locate.
		2013/14		788.75	304.98	94.00	
		2014/15		795.29	180.26		
				2088.83	751.20	94.00	
Waves of Grain Bakery Jason/Hillary Fargo	57272	2012/13	Misc Bakery Equipment	7.77	3.94		Business closed. Unable to locate.
		2013/14		626.49	242.24		
				634.26	246.18		
Amy/Andrew Bue	33344	2013/14	Manufactured Structure	33.16	12.82		MS Abandoned ORS 90.425
		2014/15		33.15	7.51		
		2015/16		34.62	2.31		
				100.93	22.64		
Warren Patterson	33500	2012/13	Manufacture Structure	25.86	14.14		MS Abandoned ORS 90.425 Demolished
		2013/14		26.45	10.23		
		2014/15		26.43	5.99		
		2015/16		27.59	1.84		
				106.33	32.20		
Jay Barry Funk % William Albertson	34118	2012/13	Manufactured Structure	72.64	39.25		MS Abandoned ORS 90.425 Destroyed
		2013/14		82.77	32.00		
		2014/15		82.87	18.79		
		2015/16		83.67	5.57		
			321.95	95.61			
First Portland Corporation % Advanced Property Tax Compliance	53223	2009/10	Leased Equipment	150.67	154.68		Business Closed. Unable to Locate
		2010/11		246.00	213.20		
				396.67	367.88		
First Portland Corporation % Advanced Property Tax Compliance	53224	2009/10	Leased Equipment	898.97	922.92		Business Closed. Unable to Locate
		2010/11		1486.97	1288.67		
				2385.94	2211.59		
TOTALS				6034.91	3727.30	94.00	

311.790 Cancellation of uncollectible property tax. (1) If the tax collector and the district attorney for any county determine that taxes on personal property that are delinquent are for any reason wholly uncollectible, the tax collector and district attorney may request, in writing, the county court for an order directing that the taxes be canceled. The court, when so requested, may in its discretion order and direct the tax collector to cancel such uncollectible personal property taxes. The order shall be entered in the journal of the county court.

(2) If the tax collector determines that additional taxes on real property disqualified from special assessment under ORS 308A.703 are wholly uncollectible due to the property's exempt status, the tax collector may request, in writing, the county court for an order directing that the taxes be canceled. The court, when so requested, may in its discretion order and direct the tax collector to cancel the uncollectible property taxes. The order shall be entered in the journal of the county court. [Formerly 311.710; 1993 c.6 §6; 2007 c.791 §1]



CLATSOP COUNTY

COUNTY COUNSEL

June 6, 2016

Suzanne Johnson, Chief Deputy Assessor/Tax Collector
Clatsop County Assessment & Taxation
820 Exchange Street, Suite 210
Astoria, Oregon 97103

RE: Cancellation of Delinquent Personal Property Taxes

Dear Ms. Johnson:

Pursuant to your memo of June 2, 2016 and the attached list, I have examined the listed Personal Property tax accounts. I agree with your assessment that the listed taxes of \$6,034.91 plus interest and fees are wholly uncollectable and should be cancelled pursuant to ORS 311.790.

If I can provide any further information, or if you have any questions concerning this letter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Heather Reynolds", written over a horizontal line.

HEATHER REYNOLDS
Clatsop County Counsel

HR:bn

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

June 22, 2016

Issue/Agenda Title: KOA Lease of County Right of Way

Category: Consent Calendar

Prepared By: Teresa Clute

Presented By: Michael Summers, Public Works Director

Issue before the Commission: Lease with Recreational Adventures Campgrounds, LLC (KOA), for the right of way adjacent to the KOA campground on Ridge Road.

Informational Summary: Recreational Adventures Campgrounds, LLC, also known as KOA has leased a .15 acre section of the right of way of Ridge Road adjacent to the KOA facility since 1991. At this time the building is being used as a laundry facility. Because the property is within the road right of way, the County charges an annual rent of \$2500. This lease will increase the annual rent to \$2700. This lease is for a five year period.

The Public Works Department does not need the use of the right of way at this time but wants to retain it for future improvements, if necessary.

Fiscal Impact: This lease generates revenue for the Roads Division.

Options to Consider:

1. Approve five year lease with Recreational Adventures Campgrounds LLC for the .15 acre section of Ridge Road right of way being used for their facility.
2. Discontinue leasing property and look for another use for this property.

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve five year lease with Recreational Adventures Campgrounds LLC for the .15 acre section of Ridge Road right of way being used for their facility"*

Attachment List:

- A. Lease

CLATSOP COUNTY LEASE

Date: July 1, 2016

Between: CLATSOP COUNTY PUBLIC WORKS DEPT
1100 Olney Avenue
Astoria, Oregon 97103

“County”

And: RECREATIONAL ADVENTURES CAMPGROUNDS, LLC
P.O. Box 295
Hill City, South Dakota 57745

“Tenant”

County leases to Tenant and Tenant leases from County the property commonly referred to as the laundry facility and parking area adjacent to the KOA campground on Ridge Road near the southern entrance to Fort Stevens State Park and consisting of approximately 16,710 square feet, as shown on the attached Exhibit A, all located in the County of Clatsop, State of Oregon, under the terms and conditions stated below:

SECTION 1

TERM

The term of this Lease shall be from July 1, 2016 to June 30, 2021, with option to renew agreement. Tenant acknowledges that the leased premises are held by County for road expansion. If County needs the premises to widen Ridge Road, Tenant agrees to vacate the premises upon receipt of one year's written notice from County.

SECTION 2

RENT

2.1 BASIC RENT. Tenant shall pay annual rental to County in the amount of \$2700.00 payable July 1 of each year, in advance.

2.2 ADDITIONAL RENT. As additional rent, Tenant shall pay the following amounts:

- (a) All charges for heat, light, power, water, sewage and other services or utilities used by Tenant, its tenants, licensees, or concessionaires in the premises.
- (b) The cost of all insurance, which Tenant, its tenants, licensees, or concessionaires are required to pay.
- (c) All amounts, which Tenant is required to reimburse County for expenses incurred by County in discharging Tenant's obligations.
- (d) All other amounts which Tenant is required to pay for any other provisions of this Lease.

SECTION 3

USE OF THE PREMISES

3.1 PERMITTED USE. The premises shall be used for a laundry establishment or a storage facility and parking. If this use is prohibited by law or governmental regulations this Lease shall terminate.

3.2 RESTRICTIONS ON USE. In connection with the use of the premises, Tenant shall:

- (a) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expenses any failure of compliance.
- (b) Refrain from any use which would be reasonably offensive to County or owners and users of adjoining premises or which would tend to create a nuisance or damage the reputation of the premises.
- (c) Tenant shall not allow the sale or consumption of alcoholic beverages on the premises.

SECTION 4

TITLE

County makes no representation as to the suitability of the premises for any particular purpose. County does not warrant or guarantee the extent to which it has title or interest in the premises, if any. Tenant waives any and all rights or claims they may have against County, of any nature, which might arise at any time by reason of County having less than clear title or no title to the premises; or that might arise as a result of Tenant's inability to make a particular use of the property.

SECTION 5

IMPROVEMENTS

5.1 NO CHANGE. Except for the building and concrete pad thereunder previously constructed on the demised premises, Tenant shall make no improvements to the premises, nor cause waste to the natural character of the premises without the express written consent of County.

5.2 OWNERSHIP. Any and all additions, improvements or repairs to the premises made by Tenant or any subtenants shall be and become a part of the premises as soon as installed and are the property of County. County may give written consent for Tenant to remove specific improvements prior to or within thirty (30) days after the termination of this Lease. Tenant shall not be entitled to any compensation from County for the cost of any improvement or work done in connection with this Lease.

5.3 REPAIRS. County shall not be required to make any repairs, alterations, additions or improvements to the demised premises. County is under no obligation to repair the premises in the event that they should be damaged or destroyed resulting from any occurrence of any kind.

5.4 PARKING. If any additional parking is to be designated in the leased premises, it must have the prior approval of the Clatsop County Public Works Department.

SECTION 6

INDEMNIFICATION

Tenant shall defend, indemnify and hold County harmless from all claims, loses, liabilities,

causes of action or causes of suit arising out of or related to any activity of Tenant, a tenant, licensee, or concessionaire of Tenant on the leased property or any addition or improvements to the leased property. This provision is specifically intended to include claims made by users of Tenant's property, employees or neighboring land owners alleging damages caused by Tenant's operation, and includes any damages caused by materials escaping from the leased premises and hazardous substances.

SECTION 7

TAXES AND UTILITIES

7.1 **TAX PAYMENT.** Tenant shall pay all property taxes assessed against the property before the same become past due. County will send tax notices to Tenant at the address set forth in Section 16.7.

7.2 **UTILITIES:** Tenant shall promptly pay any charges for sewer, water, gas, electricity, telephone and all other charges for utilities which may be furnished to the premises at Tenant's request, including connection fees.

SECTION 8

INSURANCE

Before taking possession of the leased property, Tenant shall procure and thereafter, during the term of this Lease or any renewal of it, continue to carry the following insurance at Tenant's cost:

8.1 **PUBLIC LIABILITY.** Public liability and property damage insurance in a responsible company with Lessor named as Additional Insured, with limits of not less than \$1,000,000 single occurrence, and \$2,000,000 aggregate, or its equivalent. Lessee shall provide Lessor with a Certificate of Insurance upon execution of this Agreement.

Such insurance shall cover all risks arising directly or indirectly out of Tenant's, or by a tenant, licensee, or concessionaire of Tenant's activities on or concerning any condition of the leased property, shall protect Tenant and shall protect County as an additional insured. Should the requirement of ORS 30.270 be amended, Tenant will, if necessary, alter its insurance to be

consistent with any such amendments.

8.2 WORKER'S COMPENSATION. Tenant, or a tenant, licensee, or concessionaire of Tenant, shall maintain Worker's Compensation Insurance coverage as required by law during the time this Lease is in force.

8.3 GENERAL. All policies of insurance which Tenant is required by this Lease to carry shall:

- (a) Provide that the insurer waive the right of subrogation against County and that any loss shall be payable notwithstanding any negligence or affirmative act of County;
- (b) Be issued by a responsible company who is licensed to practice in the state of Oregon.

SECTION 9

LIENS

Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens. If Tenant fails to pay any such claim or to discharge any lien, County may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 18% per annum from the date expended by County and shall be payable on demand. Such action by County shall not constitute a waiver of any right or remedy that County may have on account of Tenant's default.

Tenant may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as, within ten (10) days of request by County, Tenant secures a bond or deposits money under ORS 87.076, or if said section is repealed under similar terms, assuring County that said obligations will be satisfied.

SECTION 10

QUIET ENJOYMENT

County warrants that it is the owner of the leased premises and has the right to lease them

free of all encumbrances, except any encumbrance of record.

SECTION 11

ASSIGNMENT AND SUBLEASE

No part of the leased property or Tenant's operations on the leased property may be assigned, mortgaged or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means without the prior written consent of County. This provision shall apply, to the extent allowed by law, to all transfers by operation of law and transfers to and by trustees in bankruptcy, receivers, administrators, executives and legatees. No consent in one instance shall prevent the provision from applying to a subsequent instance. Any such assignment, mortgage or sublease or attempted assignment, mortgage or sublease without the prior consent of County is void and, at the option of County, is an act of default in addition to those listed below. County hereby consents to the sub tenancy of Mad, Inc. and Subway Real Estate Corp.

SECTION 12

SURRENDER ON TERMINATION

12.1 SURRENDER. Upon expiration of the lease term Tenant shall surrender possession of the premises to County, including all improvements then located on the premises, free of occupants and broom clean, all in good condition except for reasonable wear and tear since the last necessary restoration, repair or reconstruction made by Tenant pursuant to this Lease.

12.2 HOLDOVER. If Tenant shall hold over after the expiration or termination of the Lease Term or any extension thereof with the consent of County, then at County's discretion, Tenant shall be deemed a tenant at sufferance.

SECTION 13

DEFAULT

The following shall be events of default:

13.1 DEFAULT IN RENT. Failure of Tenant to pay any rent or other charge within ten (10) days after it is due.

13.2 DEFAULT IN OTHER TERMS. Failure of Tenant to comply with any term or condition, including but not limited to the conditions for use set forth in Section 3. Default shall be immediate upon delivery of notice to Tenant.

SECTION 14

REMEDIES ON DEFAULT

14.1 TERMINATION. In the event of a default, the Lease may be immediately terminated at the option of County by 14 days notice in writing to Tenant.

14.2 DAMAGES WITHOUT TERMINATION. County shall be entitled to recover damages from Tenant for default, whether or not the Lease is terminated.

14.3 RE-ENTRY AFTER TERMINATION. If the Lease is terminated for any reason, Tenant's liability to County for damages shall survive such termination and the rights and obligations of the parties shall be as follows:

- (a) Tenant shall vacate the property within 5 days, remove any property of Tenant, perform any clean-up, alterations or other work required to lease the property in the condition required at the end of the term, and deliver all keys to County.
- (b) County may re-enter, take possession of the premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

14.4 RE-LETTING. Following re-entry or abandonment, County may re-let the premises and in that connection may:

- (a) Make any suitable alterations or refurbish the premises, or both, or change the character or use of the premises.
- (b) Re-let all or part of the premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

14.5 DAMAGES. In the event of termination on default, County shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

- (a) Any excess of (1) the value of all of Tenant's obligations under this Lease, including the obligation to pay rent, from the date of default until the end of the term, over (2) the reasonable rental value of the property for the same period figures as of the date of default, the net result to be discounted to the date of default at a reasonable rate not exceeding 4% per annum.
- (b) The reasonable costs of re-entry including without limitations the cost of any clean-up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the premises upon termination and to leave them in the required condition.

14.6 REMEDIES CUMULATIVE. The foregoing remedies are cumulative and shall be in addition to and shall not exclude any other remedy available to County under applicable law.

SECTION 15

REPRESENTATIONS

Tenant has inspected the property and has independently determined that the property is suitable for its purpose. Tenant accepts the leased property, and all aspects of it, in its present condition, AS IS, including latent defects, without any representations or warranties, expressed or implied by County, including any warranties or merchantability or fitness for a particular purpose.

SECTION 16

MISCELLANEOUS

16.1 NON-WAIVER. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2 ATTORNEY FEES. If suit or action or any appeal therefrom is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to

recover in addition to costs such sum as the court may adjudge reasonable as attorney fees.

16.3 INSPECTION OF PREMISES. County shall have the right to inspect the premises at any reasonable time or times.

16.4 SUCCESSION. Subject to the above-stated limitations of transfer of Tenant's interest, this Lease shall be binding upon and ensure to the benefit of the parties, their respective successors and assigns.

16.5 TIME IS OF THE ESSENCE. The parties acknowledge and agree that time is of the essence with respect to all the terms, conditions and provisions of this Lease.

16.6 CAPTIONS. The paragraph headings used herein are for convenience only and are not intended to broaden or limit the meaning of the terms used.

16.7 NOTICES. Any notice required or permitted under this Lease shall be given when actually delivered or when deposited in the United States mail as certified mail addressed as follows:

COUNTY: Clatsop County Public Works Department
1100 Olney Avenue
Astoria, Oregon 97103

Tenant: Recreational Adventures Campground, LLC
P.O. Box 295
Hill City, South Dakota 57745

With a copy to:

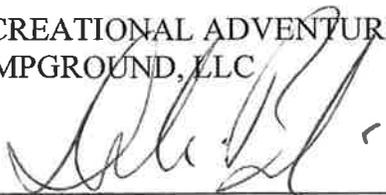
Warrenton KOA
1100 NW Ridge Road
Hammond, Oregon 97121

16.8 ENTIRE AGREEMENT. This Lease embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. In addition, the parties specifically acknowledge and agree that the term of this Lease as set forth above and that no contract, lease or agreement exists between the parties concerning any extension, renewal or additional lease term. The parties further agree that in the event the parties mutually agree to modify this Lease in any

way, said modification shall not be effective until reduced to writing and signed by both of the parties.

16.9 OREGON LAW. This Lease and the parties' rights under it shall be construed and regulated by the laws of the state of Oregon.

RECREATIONAL ADVENTURES
CAMPGROUND, LLC



By: _____

CLATSOP COUNTY

By: _____

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

June 9 2016

Issue/Agenda Title: 2016-2017 Contract for Services Agreement with Seaside Temps for Temporary Employment Services for Various County Departments

Category: Consent Calendar

Prepared By: Robin Koch, Director of Human Resources

Presented By: Robin Koch, Director of Human Resources

Issue before the Commission: Seaside Temps Contract Services Agreement

Informational Summary: Clatsop County has a contract for services agreement with Seaside Temps to meet temporary staffing needs during employee absences, for instance during an employee's family medical leave, military leave or when a department's workload is heavier than usual, like during tax season.

Fiscal Impact: We ask the Board to approve the contractual service agreements with Seaside Temps for a combined amount not to exceed amount of \$75,000.00 for the period of July 1, 2016 – June 30, 2017.

This action should not require additional appropriations as temporary staffing monies have already been budgeted by the departments that are in need of these services based upon their projected temporary staffing needs for this time period.

Options to Consider:

1. Approve the 2016-2017 contract for services agreement with Seaside temps.
2. Contract with a different temporary staffing services agency.
3. Do not hire temporary staffing services agency.

Staff Recommendation: Option #1 to approve the 2016-2016 agreement with Seaside Temps, and authorize the County Manager to sign the agreement following the contract review process.

Recommended Motion: *"I move to approve the 2016-2017 agreement with Seaside Temps for temporary employment services for various county departments."*

Attachment List:

- A. Contract for Services Agreement with Seaside Temps



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

Contract No. C6016

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County ("County") and **SEASIDE TEMPS, LLC** ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed **\$55,000.00** to be paid to Contractor by County, Contractor agrees to perform between date of execution, **July 1, 2016** and **June 30, 2017**, inclusive, the following specific personal and/or professional services:

- Sheriff's Office: Animal Shelter – Kennel Work – see noted on Attachment A.

Payment Terms: *(lump sum, monthly installments, progress payments, etc. - Attach additional information as Exhibit B if appropriate):*

- See Attachment A – Fee Schedule.

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. 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:

FOR CONTRACTOR:

Signature Date

Signature Date

Title

Title

Address

City State Zip

ATTACHMENT A

Services To Be Performed

1. SEASIDE TEMPS, LLC RESPONSIBILITIES

- 1.1 SEASIDE TEMPS, LLC will recruit and refer reasonably qualified employees (referred to herein as Employee) and arrange for an interview at County's discretion.
- 1.2 SEASIDE TEMPS, LLC and County will agree to wage rates for Employee prior to referral to County.
- 1.3 SEASIDE TEMPS, LLC will carry out Secretarial testing at no charge to County.
- 1.4 SEASIDE TEMPS, LLC will conduct a Pre-Assignment drug test of Employee.
- 1.4.b SEASIDE TEMPS, LLC will conduct a Pre-Assignment background check of Employee.
- 1.5 SEASIDE TEMPS, LLC will provide Employee with Workers Compensation Insurance will pay all federal, state and local withholding taxes and file all required reports pertaining to such insurance and taxes including, but not limited, to W-4, W-2 and 1-9 forms.
- 1.6 SEASIDE TEMPS, LLC will issue weekly paychecks. Paychecks can be retrieved by the Employee in the SEASIDE TEMPS, LLC office on Friday, or will be mailed to reach Employee by Friday or Saturday. At County's request, Employee checks may be given to County to give to Employee, PROVIDED that check be available to Employee by the same Friday or Saturday.
- 1.7 SEASIDE TEMPS, LLC will provide baseline safety training in the form of a safety video to each Employee at the time of employment based on the original Work Order provided by County. Baseline safety training will be updated every six months or after receipt of a change in the original Work Order provided by County. SEASIDE TEMPS, LLC is responsible only for baseline safety training. (See COUNTY RESPONSIBILITIES)
- 1.8 SEASIDE TEMPS, LLC is available to assist with all human resource issues for County including, but not limited to, termination of Employee, performance reviews, conflict resolution, letters of recommendation and commendation.
- 1.9 SEASIDE TEMPS, LLC is financially responsible for Reasonable Cause drug testing when SEASIDE TEMPS, LLC requires the testing. SEASIDE TEMPS, LLC is financially responsible for Reasonable Cause alcohol testing. SEASIDE TEMPS, LLC is financially responsible for Post Accident drug and alcohol testing.
- 1.10 If physically possible, SEASIDE TEMPS, LLC will carry out Reasonable Cause alcohol testing on-site when requested by County. County agrees to sign as witness to any on-site alcohol testing procedures carried out by SEASIDE TEMPS, LLC. If SEASIDE TEMPS, LLC is unable to carry out on-site testing, SEASIDE TEMPS, LLC will allow for third party testing. (See COUNTY RESPONSIBILITIES and DRUG AND ALCOHOL POLICY)
- 1.11 SEASIDE TEMPS, LLC will maintain a fidelity bond on Employees placed by SEASIDE TEMPS, LLC. Said fidelity bond covers the Employee only for periods where Employee and County have reported actual time worked to SEASIDE TEMPS, LLC. Any claims made under SEASIDE TEMPS, LLC's fidelity bond must be made in writing by County within ten (10) days after discovery of the occurrence

2. COUNTY RESPONSIBILITIES

- 2.1 County is responsible for signing the SEASIDE TEMPS, LLC timecards. County's authorized signature on Employee's timecard or verbal verification with SEASIDE TEMPS, LLC constitutes agreement with number of hours worked by Employee and reconfirms County's adherence to the terms of this Agreement. If County wishes, they may request a blanket authorization by submitting in writing the details of such authorization.

- 2.2 County will consistently report Employee hours to SEASIDE TEMPS, LLC on a weekly basis. If no time card has been received by SEASIDE TEMPS, LLC for a period of one week, County and Employee will be notified that (s)he is not covered by Workers Compensation Insurance. It is then the responsibility of the County and/or the Employee to notify SEASIDE TEMPS, LLC prior to resuming work at the job site. When SEASIDE TEMPS, LLC has been notified that work is resuming, Workers Compensation Insurance coverage will resume.
- 2.3 County will not give any SEASIDE TEMPS, LLC Employee direct compensation.
- 2.4 County will pay a minimum of 3 hours per Employee per Agreement period as ascertained by the quote given on the Work Order.
- 2.5 County is responsible for supervising Employee.
- 2.6 Client indemnifies SEASIDE TEMPS, LLC in regards to any property damage, which may be caused by Employee.
- 2.7 Client indemnifies SEASIDE TEMPS, LLC and SEASIDE TEMPS, LLC Employee for injuries incurred by Client's direct Employee, agents, and/or third parties in the course of their employment, losses resulting from work performed by SEASIDE TEMPS, LLC Employee in a reasonable, prudent manner and/or as instructed by Client; and losses resulting from willful misconduct, intentional or negligent acts by the Client (except for bodily Injury to the Employee covered by SEASIDE TEMPS, LLC Worker's Compensation).
- 2.8 Client will provide a safe work place, which SEASIDE TEMPS, LLC will inspect from time to time with notice to Client, and Client will report specific work site addresses to SEASIDE TEMPS, LLC at all times. Client will provide all necessary safety tools, equipment and training for the Employee and adhere to all OR-OSHA safety practices.

3. FEE SCHEDULE

- 3.1 A prevailing party is entitled to reasonable collection fees, attorney fees and any other expenses incurred in the enforcement of this agreement, whether or not litigation has been filed. SEASIDE TEMPS, LLC reserves the right to deduct amounts in arrears including finance charges, from Payroll Security Deposit.
- 3.2 County may request a partial or total refund of Payroll Security Deposit at any time. At its discretion, SEASIDE TEMPS, LLC reserves the right to determine if any portion of Payroll Security Deposit is to be refunded to County prior to the termination of this Agreement.
- 3.3 Should County hire an Employee referred by SEASIDE TEMPS, LLC in any capacity within 90 days of employee's last day of work for SEASIDE TEMPS, LLC, the Buy-out Fee as detailed below will be charged to County:

Hours Worked on Assignment	Buy-Out Fee
0 – 300	\$500.00
351 – 375	\$400.00
378 - 450	\$300.00
451 or more	\$200.00

- 3.4 Invoices for payroll will be mailed by SEASIDE TEMPS, LLC weekly and are due and payable upon receipt. SEASIDE TEMPS, LLC will charge eighteen per cent (18%) per annum on balances not paid within 30 days of invoice date. The Payroll Security Deposit will be forfeited for any balances outstanding after 90 days.
- 3.5 County's portion of the cost of background checks is \$15.00 per Employee, up to \$45 per year. SEASIDE TEMPS, LLC will pay the balance of the required fee plus any fees in excess of \$45.00 per year.
- 3.6 Pre-employment and Reasonable Cause drug testing requested by County will be billed to County at \$35 per drug test.



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

Contract No. CG012

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County (“County”) and **SEASIDE TEMPS, LLC** (“Contractor”). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed **\$12,000.00** to be paid to Contractor by County, Contractor agrees to perform between date of execution, **July 1, 2016** and **June 30, 2017**, inclusive, the following specific personal and/or professional services:

- Fair & Expo for general custodial and light maintenance tasks – see noted on Attachment A.

Payment Terms: *(lump sum, monthly installments, progress payments, etc.):*

- See Attachment A – Fee Schedule.

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 Contractor 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:

FOR CONTRACTOR:

Signature Date

Signature Date

Title

Title

Address

City State Zip

ATTACHMENT A

Services To Be Performed

1. SEASIDE TEMPS, LLC RESPONSIBILITIES

- 1.1 SEASIDE TEMPS, LLC will recruit and refer reasonably qualified employees (referred to herein as Employee) and arrange for an interview at County's discretion.
- 1.2 SEASIDE TEMPS, LLC and County will agree to wage rates for Employee prior to referral to County.
- 1.3 SEASIDE TEMPS, LLC will carry out Secretarial testing at no charge to County.
- 1.4 SEASIDE TEMPS, LLC will conduct a Pre-Assignment drug test of Employee.
- 1.4.b SEASIDE TEMPS, LLC will conduct a Pre-Assignment background check of Employee.
- 1.5 SEASIDE TEMPS, LLC will provide Employee with Workers Compensation Insurance will pay all federal, state and local withholding taxes and file all required reports pertaining to such insurance and taxes including, but not limited, to W-4, W-2 and 1-9 forms.
- 1.6 SEASIDE TEMPS, LLC will issue weekly paychecks. Paychecks can be retrieved by the Employee in the SEASIDE TEMPS, LLC office on Friday, or will be mailed to reach Employee by Friday or Saturday. At County's request, Employee checks may be given to County to give to Employee, PROVIDED that check be available to Employee by the same Friday or Saturday.
- 1.7 SEASIDE TEMPS, LLC will provide baseline safety training in the form of a safety video to each Employee at the time of employment based on the original Work Order provided by County. Baseline safety training will be updated every six months or after receipt of a change in the original Work Order provided by County. SEASIDE TEMPS, LLC is responsible only for baseline safety training. (See COUNTY RESPONSIBILITIES)
- 1.8 SEASIDE TEMPS, LLC is available to assist with all human resource issues for County including, but not limited to, termination of Employee, performance reviews, conflict resolution, letters of recommendation and commendation.
- 1.9 SEASIDE TEMPS, LLC is financially responsible for Reasonable Cause drug testing when SEASIDE TEMPS, LLC requires the testing. SEASIDE TEMPS, LLC is financially responsible for Reasonable Cause alcohol testing. SEASIDE TEMPS, LLC is financially responsible for Post Accident drug and alcohol testing.
- 1.10 If physically possible, SEASIDE TEMPS, LLC will carry out Reasonable Cause alcohol testing on-site when requested by County. County agrees to sign as witness to any on-site alcohol testing procedures carried out by SEASIDE TEMPS, LLC. If SEASIDE TEMPS, LLC is unable to carry out on-site testing, SEASIDE TEMPS, LLC will allow for third party testing. (See COUNTY RESPONSIBILITIES and DRUG AND ALCOHOL POLICY)
- 1.11 SEASIDE TEMPS, LLC will maintain a fidelity bond on Employees placed by SEASIDE TEMPS, LLC. Said fidelity bond covers the Employee only for periods where Employee and County have reported actual time worked to SEASIDE TEMPS, LLC. Any claims made under SEASIDE TEMPS, LLC's fidelity bond must be made in writing by County within ten (10) days after discovery of the occurrence

2. COUNTY RESPONSIBILITIES

- 2.1 County is responsible for signing the SEASIDE TEMPS, LLC timecards. County's authorized signature on Employee's timecard or verbal verification with SEASIDE TEMPS, LLC constitutes agreement with number of hours worked by Employee and reconfirms County's adherence to the terms of this Agreement. If County wishes, they may request a blanket authorization by submitting in writing the details of such authorization.

- 2.2 County will consistently report Employee hours to SEASIDE TEMPS, LLC on a weekly basis. If no time card has been received by SEASIDE TEMPS, LLC for a period of one week, County and Employee will be notified that (s)he is not covered by Workers Compensation Insurance. It is then the responsibility of the County and/or the Employee to notify SEASIDE TEMPS, LLC prior to resuming work at the job site. When SEASIDE TEMPS, LLC has been notified that work is resuming, Workers Compensation Insurance coverage will resume.
- 2.3 County will not give any SEASIDE TEMPS, LLC Employee direct compensation.
- 2.4 County will pay a minimum of 3 hours per Employee per Agreement period as ascertained by the quote given on the Work Order.
- 2.5 County is responsible for supervising Employee.
- 2.6 Client indemnifies SEASIDE TEMPS, LLC in regards to any property damage, which may be caused by Employee.
- 2.7 Client indemnifies SEASIDE TEMPS, LLC and SEASIDE TEMPS, LLC Employee for injuries incurred by Client's direct Employee, agents, and/or third parties in the course of their employment, losses resulting from work performed by SEASIDE TEMPS, LLC Employee in a reasonable, prudent manner and/or as instructed by Client; and losses resulting from willful misconduct, intentional or negligent acts by the Client (except for bodily Injury to the Employee covered by SEASIDE TEMPS, LLC Worker's Compensation).
- 2.8 Client will provide a safe work place, which SEASIDE TEMPS, LLC will inspect from time to time with notice to Client, and Client will report specific work site addresses to SEASIDE TEMPS, LLC at all times. Client will provide all necessary safety tools, equipment and training for the Employee and adhere to all OR-OSHA safety practices.

3. FEE SCHEDULE

- 3.1 A prevailing party is entitled to reasonable collection fees, attorney fees and any other expenses incurred in the enforcement of this agreement, whether or not litigation has been filed. SEASIDE TEMPS, LLC reserves the right to deduct amounts in arrears including finance charges, from Payroll Security Deposit.
- 3.2 County may request a partial or total refund of Payroll Security Deposit at any time. At its discretion, SEASIDE TEMPS, LLC reserves the right to determine if any portion of Payroll Security Deposit is to be refunded to County prior to the termination of this Agreement.
- 3.3 Should County hire an Employee referred by SEASIDE TEMPS, LLC in any capacity within 90 days of employee's last day of work for SEASIDE TEMPS, LLC, the Buy-out Fee as detailed below will be charged to County:

Hours Worked on Assignment	Buy-Out Fee
0 – 300	\$500.00
351 – 375	\$400.00
378 - 450	\$300.00
451 or more	\$200.00

- 3.4 Invoices for payroll will be mailed by SEASIDE TEMPS, LLC weekly and are due and payable upon receipt. SEASIDE TEMPS, LLC will charge eighteen per cent (18%) per annum on balances not paid within 30 days of invoice date. The Payroll Security Deposit will be forfeited for any balances outstanding after 90 days.
- 3.5 County's portion of the cost of background checks is \$15.00 per Employee, up to \$45 per year. SEASIDE TEMPS, LLC will pay the balance of the required fee plus any fees in excess of \$45.00 per year.
- 3.6 Pre-employment and Reasonable Cause drug testing requested by County will be billed to County at \$35 per drug test.



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

Contract No. C6013

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County ("County") and **SEASIDE TEMPS, LLC** ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed **\$5,000.00** to be paid to Contractor by County, Contractor agrees to perform between date of execution, **July 1, 2016** and **June 30, 2017**, inclusive, the following specific personal and/or professional services:

- Human Resources for general clerical/administrative tasks – see noted on Attachment A.

Payment Terms: *(lump sum, monthly installments, progress payments, etc. - Attach additional information as Exhibit B if appropriate):*

- See Attachment A – Fee Schedule.

- 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:

FOR CONTRACTOR:

Signature Date

Signature Date

Title

Title

Address

City State Zip

ATTACHMENT A

Services To Be Performed

1. SEASIDE TEMPS, LLC RESPONSIBILITIES

- 1.1 SEASIDE TEMPS, LLC will recruit and refer reasonably qualified employees (referred to herein as Employee) and arrange for an interview at County's discretion.
- 1.2 SEASIDE TEMPS, LLC and County will agree to wage rates for Employee prior to referral to County.
- 1.3 SEASIDE TEMPS, LLC will carry out Secretarial testing at no charge to County.
- 1.4 SEASIDE TEMPS, LLC will conduct a Pre-Assignment drug test of Employee.
- 1.4.b SEASIDE TEMPS, LLC will conduct a Pre-Assignment background check of Employee.
- 1.5 SEASIDE TEMPS, LLC will provide Employee with Workers Compensation Insurance will pay all federal, state and local withholding taxes and file all required reports pertaining to such insurance and taxes including, but not limited, to W-4, W-2 and 1-9 forms.
- 1.6 SEASIDE TEMPS, LLC will issue weekly paychecks. Paychecks can be retrieved by the Employee in the SEASIDE TEMPS, LLC office on Friday, or will be mailed to reach Employee by Friday or Saturday. At County's request, Employee checks may be given to County to give to Employee, PROVIDED that check be available to Employee by the same Friday or Saturday.
- 1.7 SEASIDE TEMPS, LLC will provide baseline safety training in the form of a safety video to each Employee at the time of employment based on the original Work Order provided by County. Baseline safety training will be updated every six months or after receipt of a change in the original Work Order provided by County. SEASIDE TEMPS, LLC is responsible only for baseline safety training. (See COUNTY RESPONSIBILITIES)
- 1.8 SEASIDE TEMPS, LLC is available to assist with all human resource issues for County including, but not limited to, termination of Employee, performance reviews, conflict resolution, letters of recommendation and commendation.
- 1.9 SEASIDE TEMPS, LLC is financially responsible for Reasonable Cause drug testing when SEASIDE TEMPS, LLC requires the testing. SEASIDE TEMPS, LLC is financially responsible for Reasonable Cause alcohol testing. SEASIDE TEMPS, LLC is financially responsible for Post Accident drug and alcohol testing.
- 1.10 If physically possible, SEASIDE TEMPS, LLC will carry out Reasonable Cause alcohol testing on-site when requested by County. County agrees to sign as witness to any on-site alcohol testing procedures carried out by SEASIDE TEMPS, LLC. If SEASIDE TEMPS, LLC is unable to carry out on-site testing, SEASIDE TEMPS, LLC will allow for third party testing. (See COUNTY RESPONSIBILITIES and DRUG AND ALCOHOL POLICY)
- 1.11 SEASIDE TEMPS, LLC will maintain a fidelity bond on Employees placed by SEASIDE TEMPS, LLC. Said fidelity bond covers the Employee only for periods where Employee and County have reported actual time worked to SEASIDE TEMPS, LLC. Any claims made under SEASIDE TEMPS, LLC's fidelity bond must be made in writing by County within ten (10) days after discovery of the occurrence

2. COUNTY RESPONSIBILITIES

- 2.1 County is responsible for signing the SEASIDE TEMPS, LLC timecards. County's authorized signature on Employee's timecard or verbal verification with SEASIDE TEMPS, LLC constitutes agreement with number of hours worked by Employee and reconfirms County's adherence to the terms of this Agreement. If County wishes, they may request a blanket authorization by submitting in writing the details of such authorization.

- 2.2 County will consistently report Employee hours to SEASIDE TEMPS, LLC on a weekly basis. If no time card has been received by SEASIDE TEMPS, LLC for a period of one week, County and Employee will be notified that (s)he is not covered by Workers Compensation Insurance. It is then the responsibility of the County and/or the Employee to notify SEASIDE TEMPS, LLC prior to resuming work at the job site. When SEASIDE TEMPS, LLC has been notified that work is resuming, Workers Compensation Insurance coverage will resume.
- 2.3 County will not give any SEASIDE TEMPS, LLC Employee direct compensation.
- 2.4 County will pay a minimum of 3 hours per Employee per Agreement period as ascertained by the quote given on the Work Order.
- 2.5 County is responsible for supervising Employee.
- 2.6 Client indemnifies SEASIDE TEMPS, LLC in regards to any property damage, which may be caused by Employee.
- 2.7 Client indemnifies SEASIDE TEMPS, LLC and SEASIDE TEMPS, LLC Employee for injuries incurred by Client's direct Employee, agents, and/or third parties in the course of their employment, losses resulting from work performed by SEASIDE TEMPS, LLC Employee in a reasonable, prudent manner and/or as instructed by Client; and losses resulting from willful misconduct, intentional or negligent acts by the Client (except for bodily Injury to the Employee covered by SEASIDE TEMPS, LLC Worker's Compensation).
- 2.8 Client will provide a safe work place, which SEASIDE TEMPS, LLC will inspect from time to time with notice to Client, and Client will report specific work site addresses to SEASIDE TEMPS, LLC at all times. Client will provide all necessary safety tools, equipment and training for the Employee and adhere to all OR-OSHA safety practices.

3. FEE SCHEDULE

- 3.1 A prevailing party is entitled to reasonable collection fees, attorney fees and any other expenses incurred in the enforcement of this agreement, whether or not litigation has been filed. SEASIDE TEMPS, LLC reserves the right to deduct amounts in arrears including finance charges, from Payroll Security Deposit.
- 3.2 County may request a partial or total refund of Payroll Security Deposit at any time. At its discretion, SEASIDE TEMPS, LLC reserves the right to determine if any portion of Payroll Security Deposit is to be refunded to County prior to the termination of this Agreement.
- 3.3 Should County hire an Employee referred by SEASIDE TEMPS, LLC in any capacity within 90 days of employee's last day of work for SEASIDE TEMPS, LLC, the Buy-out Fee as detailed below will be charged to County:

Hours Worked on Assignment	Buy-Out Fee
0 – 300	\$500.00
351 – 375	\$400.00
378 - 450	\$300.00
451 or more	\$200.00

- 3.4 Invoices for payroll will be mailed by SEASIDE TEMPS, LLC weekly and are due and payable upon receipt. SEASIDE TEMPS, LLC will charge eighteen per cent (18%) per annum on balances not paid within 30 days of invoice date. The Payroll Security Deposit will be forfeited for any balances outstanding after 90 days.
- 3.5 County's portion of the cost of background checks is \$15.00 per Employee, up to \$45 per year. SEASIDE TEMPS, LLC will pay the balance of the required fee plus any fees in excess of \$45.00 per year.
- 3.6 Pre-employment and Reasonable Cause drug testing requested by County will be billed to County at \$35 per drug test.



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

Contract No. 06014

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County ("County") and **SEASIDE TEMPS, LLC** ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed **\$3,000.00** to be paid to Contractor by County, Contractor agrees to perform between date of execution, **July 1, 2016** and **June 30, 2017**, inclusive, the following specific personal and/or professional services:

- Public Works: Building & Grounds for general custodial and light maintenance tasks – see noted on Attachment A.

Payment Terms: *(lump sum, monthly installments, progress payments, etc. - Attach additional information as Exhibit B if appropriate):*

- See Attachment A – Fee Schedule.

- 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:

FOR CONTRACTOR:

Signature Date

Signature Date

Title

Title

Address

City State Zip

ATTACHMENT A

Services To Be Performed

1. SEASIDE TEMPS, LLC RESPONSIBILITIES

- 1.1 SEASIDE TEMPS, LLC will recruit and refer reasonably qualified employees (referred to herein as Employee) and arrange for an interview at County's discretion.
- 1.2 SEASIDE TEMPS, LLC and County will agree to wage rates for Employee prior to referral to County.
- 1.3 SEASIDE TEMPS, LLC will carry out Secretarial testing at no charge to County.
- 1.4 SEASIDE TEMPS, LLC will conduct a Pre-Assignment drug test of Employee.
- 1.4.b SEASIDE TEMPS, LLC will conduct a Pre-Assignment background check of Employee.
- 1.5 SEASIDE TEMPS, LLC will provide Employee with Workers Compensation Insurance will pay all federal, state and local withholding taxes and file all required reports pertaining to such insurance and taxes including, but not limited, to W-4, W-2 and 1-9 forms.
- 1.6 SEASIDE TEMPS, LLC will issue weekly paychecks. Paychecks can be retrieved by the Employee in the SEASIDE TEMPS, LLC office on Friday, or will be mailed to reach Employee by Friday or Saturday. At County's request, Employee checks may be given to County to give to Employee, PROVIDED that check be available to Employee by the same Friday or Saturday.
- 1.7 SEASIDE TEMPS, LLC will provide baseline safety training in the form of a safety video to each Employee at the time of employment based on the original Work Order provided by County. Baseline safety training will be updated every six months or after receipt of a change in the original Work Order provided by County. SEASIDE TEMPS, LLC is responsible only for baseline safety training. (See COUNTY RESPONSIBILITIES)
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- 1.10 If physically possible, SEASIDE TEMPS, LLC will carry out Reasonable Cause alcohol testing on-site when requested by County. County agrees to sign as witness to any on-site alcohol testing procedures carried out by SEASIDE TEMPS, LLC. If SEASIDE TEMPS, LLC is unable to carry out on-site testing, SEASIDE TEMPS, LLC will allow for third party testing. (See COUNTY RESPONSIBILITIES and DRUG AND ALCOHOL POLICY)
- 1.11 SEASIDE TEMPS, LLC will maintain a fidelity bond on Employees placed by SEASIDE TEMPS, LLC. Said fidelity bond covers the Employee only for periods where Employee and County have reported actual time worked to SEASIDE TEMPS, LLC. Any claims made under SEASIDE TEMPS, LLC's fidelity bond must be made in writing by County within ten (10) days after discovery of the occurrence

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- 2.1 County is responsible for signing the SEASIDE TEMPS, LLC timecards. County's authorized signature on Employee's timecard or verbal verification with SEASIDE TEMPS, LLC constitutes agreement with number of hours worked by Employee and reconfirms County's adherence to the terms of this Agreement. If County wishes, they may request a blanket authorization by submitting in writing the details of such authorization.

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- 2.7 Client indemnifies SEASIDE TEMPS, LLC and SEASIDE TEMPS, LLC Employee for injuries incurred by Client's direct Employee, agents, and/or third parties in the course of their employment, losses resulting from work performed by SEASIDE TEMPS, LLC Employee in a reasonable, prudent manner and/or as instructed by Client; and losses resulting from willful misconduct, intentional or negligent acts by the Client (except for bodily Injury to the Employee covered by SEASIDE TEMPS, LLC Worker's Compensation).
- 2.8 Client will provide a safe work place, which SEASIDE TEMPS, LLC will inspect from time to time with notice to Client, and Client will report specific work site addresses to SEASIDE TEMPS, LLC at all times. Client will provide all necessary safety tools, equipment and training for the Employee and adhere to all OR-OSHA safety practices.

3. FEE SCHEDULE

- 3.1 A prevailing party is entitled to reasonable collection fees, attorney fees and any other expenses incurred in the enforcement of this agreement, whether or not litigation has been filed. SEASIDE TEMPS, LLC reserves the right to deduct amounts in arrears including finance charges, from Payroll Security Deposit.
- 3.2 County may request a partial or total refund of Payroll Security Deposit at any time. At its discretion, SEASIDE TEMPS, LLC reserves the right to determine if any portion of Payroll Security Deposit is to be refunded to County prior to the termination of this Agreement.
- 3.3 Should County hire an Employee referred by SEASIDE TEMPS, LLC in any capacity within 90 days of employee's last day of work for SEASIDE TEMPS, LLC, the Buy-out Fee as detailed below will be charged to County:

Hours Worked on Assignment	Buy-Out Fee
0 – 300	\$500.00
351 – 375	\$400.00
378 - 450	\$300.00
451 or more	\$200.00

- 3.4 Invoices for payroll will be mailed by SEASIDE TEMPS, LLC weekly and are due and payable upon receipt. SEASIDE TEMPS, LLC will charge eighteen per cent (18%) per annum on balances not paid within 30 days of invoice date. The Payroll Security Deposit will be forfeited for any balances outstanding after 90 days.
- 3.5 County's portion of the cost of background checks is \$15.00 per Employee, up to \$45 per year. SEASIDE TEMPS, LLC will pay the balance of the required fee plus any fees in excess of \$45.00 per year.
- 3.6 Pre-employment and Reasonable Cause drug testing requested by County will be billed to County at \$35 per drug test.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

July 14, 2016

Issue/Agenda Title: First Reading of Ordinance 2016-04 Amending County Code to change on-site wastewater management program enforcement

Category: Ordinances

Prepared By: County Counsel

Presented By: County Environmental Health Supervisor

Issues before the Commission: This is the first reading and public hearing for Ordinance 2016-04 amending Chapter 9.08 of the Clatsop County Code (Ordinance 2014-05) to increase County's ability to enforce compliance with on-site wastewater management.

Informational Summary: Clatsop County took over the on-site wastewater (septic tanks, etc.) management program in Clatsop County from the State of Oregon in 2014. At that time it adopted enforcement provisions using a hearings officer. Those remedies have proven difficult and costly for the County to use to enforce compliance with waste-water disposal requirements. The lack of enforcement ability creates a health and safety risk for the County. Pursuant to ORS 454.640, Counties taking over the State's program are delegated the authority to enforce the applicable State statutes and rules. Staff is recommending that enforcement be brought under the County's Code Violations Chapter 1.11, which gives staff the ability to issue a citation for a violation. Staff believes the citation process will be more effective in obtaining compliance for most violations.

Fiscal Impact: no significant impact

Options to Consider:

- 1) Conduct the first reading of Ordinance 2016-04, open the public hearing and take testimony, and continue the matter to July 28, 2016.
- 2) Conduct the first reading of Ordinance 2016-04, open the public hearing and take testimony, and move to table the matter.

Staff Recommendation: Option #1

Recommended Motion: N/A

Attachment List: Ordinance 2016-04

A. Clatsop County Code §9.08.060 Enforcement (Ordinance 14-05 §1) is amended to read:

“9.080.06 Enforcement.

A. Nothing in this chapter shall in any way limit the right of the County or any person to bring a civil action for legal or equitable remedies relating to private or public nuisances or for recovery of damages. The provisions of this chapter are in addition to and not in lieu of any other procedures and remedies provided by law, including equitable relief and damages.

B. The Clatsop County Environmental Health Supervisor is designated as the person authorized to enforce, under ORS 153.005(1)(K), on-site sewage disposal violations as the enforcement officer.

C. Violations of this chapter shall be enforced pursuant to Chapter 1.11, Code Violations.

BOARD OF COUNTY COMMISSIONERS FOR
CLATSOP COUNTY, OREGON

By _____
Scott Lee, Chairperson

By _____
Recording Secretary

First Reading: _____
Second Reading: _____
Effective Date: _____

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

June 22, 2016

Issue/Agenda Title: Authorize Alternative Contracting Method – Household Hazardous Waste

Category: Public Hearing

Prepared By: Dave Dieffenbach/Mike McNickle

Presented By: Dave Dieffenbach

Issue before the Commission: Hold a Public Hearing to consider testimony from the public as the Board Authorizes staff to procure the construction of the Household Hazardous Waste (HHW) project using an Alternative Contracting Method. Staff intends to advertise and select a contractor to construct the HHW project using the Design/Build method.

Informational Summary: The County has selected a site for the HHW project which is adjacent to the refuse transfer station on Williamsport Road in Astoria. The Board approved a lease agreement for the site in April of 2014, to lease the site from the City of Astoria for 50 years. This site was selected since the HHW building will have similar uses to the operations at the transfer station. The facility is supported by the Solid Waste Advisory Committee, Recology, City of Astoria and Oregon Department of Environmental Quality (DEQ). The site conditions include the presence of buried trash, variable soil conditions that will require an engineered foundation and sub-surface drainage mitigation.

The project is to construct an approximately 2,500 square feet building that will be used to collect household hazardous waste from both local residential and commercial customers. The collected products will be stored on site for limited durations until transported in bulk to specialty disposal sites outside the County.

Staff requests the County Board of Commissioners approve the use of the Design/Build contracting method. This method is allowed per the Local Contract Review Board Rules 1.04.060, D. Alternative Contracting Methods, 2. The staff findings that support this request are;

1. Higher Quality Design – staff will require that the design/build team have experience in constructing a building that is able accommodate with the various site constraints, environmental conditions, and the storage of hazardous materials.
2. Reduced errors – the site is complicated in terms of the permits and design requirements to construct a facility on top of a former landfill.

3. Cost Savings – cost saving are expected by using one company that will be responsible for the design and construction of the facility. The county will receive a Guaranteed Maximum Price (GMP) prior to starting construction.
4. For this type of facility, design-build construction is the standard practice, and having a separate design consultant would be unusual in the industry.
5. The design-build contractor is expected to use sub-contractors for much of the work, such as site preparation, paving, electrical, mechanical, plumbing, etc., and that work will be competitively bid.
6. Reduced Staff time – we expect that having one company responsible for the project that staff will have a reduced work load during design and construction process, by not having to coordinate between separate entities for design and construction.

This is the definition of Design Build from the State of Oregon Contracting Rules.

"Design-Build" means a form of Procurement that results in a Public Improvement Contract in which the construction Contractor also provides or obtains specified design Services, participates on the project team with the Authorized Agency, and manages both design and construction. In this form of Contract, a single Person provides the Authorized Agency with all of the Personal Services and Work necessary to both design and construct the project.

Fiscal Impact: The overall cost of the facility is budgeted at \$600,000. Partial funding comes from a \$75,000 grant from DEQ. The design and construction costs will be paid from tipping fees collected by the County at \$3.50 per ton that are averaging about \$100,000 per year and the County's special project fund.

Options to Consider:

1. Approve staff to proceed with the Design/ Build Contracting Method
2. Request additional information from staff and rule on this at a latter Board Meeting.
3. Direct staffs to use the typical contracting method of design, bid then build.

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve staff to use the Design / Build contracting method to contract for the Household Hazardous Waste Project, and authorize the Board Chair to sign the Resolution and Order."*

Attachment List:

Resolution and Order for Findings approval.

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

APPROVING DESIGN-BUILD)
CONSTRUCTION METHOD FOR) RESOLUTION AND ORDER
HOUSEHOLD HAZARDOUS WASTE)
COLLECTION CENTER)

WHEREAS, Clatsop County Code §1.04.060(D)(2), and ORS 279C.335 allow a public improvement to be constructed using the design-build method if the Board finds that it is in the County's best interest, and

WHEREAS, in accord with ORS 279C.335(5) a public hearing was held this date by the Board of County Commissioners, and notice of the hearing was published not less than 14 days before the hearing in the manner required by law, and

WHEREAS, the Board of County Commissioners finds construction of the household hazardous waste collection center using a design-build method is unlikely to encourage favoritism or substantially diminish competition and will be in the County's best interest for the following reasons:

1. The project requires specialized expertise in dealing with hazardous waste, and the companies that specialize in constructing hazardous waste facilities have design experts on staff who understand the requirements for hazardous waste management.
2. Reduced errors – the site is very complicated in terms of the permits and design requirements to construct a facility on top of a former garbage dump.
3. There will be a substantial cost savings using the design-build method, because the companies that could submit proposals for this project have designed and built a number of similar facilities.
4. For this type of facility, design-build construction is the standard practice, and having a separate design contractor would be unusual in the industry.
5. The design-build contractor is expected to use sub-contractors for much of the work, such as site preparation, paving, wiring, plumbing, etc., and that work will be competitively bid.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED: The construction of the household hazardous waste facility is exempt from competitive bidding and may be constructed using a design-build method.

Dated this ___ day of _____, 2016

BOARD OF COMMISSIONERS FOR CLATSOP COUNTY

Scott Lee, Chair

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

June 22, 2016

Issue/Agenda Title: Proposed Fee Schedule for Clatsop County to be implemented July 1, 2016

Category: Public Hearing

Prepared By: Monica Steele, Budget & Finance Director

Presented By: Monica Steele, Budget & Finance Director

Issue before the Commission: Hold a public hearing pursuant to ORS 294.160 and following any public comment adopt the proposed County-wide Fee Schedule to become effective on July 1, 2016.

Informational Summary: In an effort to make sure that services are being adequately covered by the fees charged for those services, county staff reviews on an annual basis the existing fees charged to identify any areas where the fees are either under or over recovering for the services provided. The county has proposed an updated fee schedule to be effective July 1, 2016 to better align the recovery of fees for the services provided in addition to being cognizant of the costs provided by neighboring

Pursuant to ORS 294.160 it is necessary that the Board hold a public hearing to consider testimony from any and all persons who may wish to comment on the proposed fee schedule for Clatsop County.

Following the public hearing and after consideration of testimony county staff requests that the Board adopt the proposed fee schedule with an implementation date of July 1, 2016.

Fiscal Impact: The overall fiscal impact could be a potential increase in revenues.

Options to Consider:

1. Hold the public hearing and adopt the proposed fee schedule as presented to the Board.
2. Hold the public hearing and adopt the proposed fee schedule with Board revisions.
3. Hold the public hearing and maintain the existing fee schedule as it currently is.

Staff Recommendation: Option #1

Recommended Motion: *“I move that the Board adopt the proposed fee schedule to be implemented effective July 1, 2016 as presented.”*

Attachment List: Exhibit A – Proposed Fee Schedule

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF AMENDING AND)
ESTABLISHING FEES FOR CLATSOP)
COUNTY.)

RESOLUTION AND ORDER

WHEREAS, certain fees and charges for services are required by law to be established by the governing body, and;

WHEREAS, the need to amend fees throughout County Departments has been established;

WHEREAS, the change in fees and charges was presented for public comment at the Board of Commissioner's meeting on June 22, 2016;

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the attached schedule of fees and charges for Clatsop County be adopted to become effective July 1, 2016.

Adopted this 22nd Day of June 2016.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Scott Lee, Chair

CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

SUBJECT: Fees and Charges for County Services

DATE: February 13, 1995 **REVISED:** June 2016

Adopted by Board Resolution June 22, 2016. Fees effective July 1, 2016

POLICY

This fee schedule has been authorized as provided by Section 1.04.040 of the Clatsop County code.

A. ALL DEPARTMENTS

Photocopy fee 8 ½ X 11" and 8 ½ X 14" 25 cents per page

Photocopy fee 11 X 17" 50 cents per page

Audio Tape Duplication (CD) Without Research \$5 per CD

Audio Tape Duplication (CD) With Research \$25 per CD

Video Tape Duplication \$15 per tape

Printed Documents (reports, plans, etc.) Actual cost of printing, postage and handling

Meeting Agendas:

a. Picked up for news media reporter No Charge

b. Mailed: Single meeting \$2 minimum mail charge

 Annual subscription (Jan.-Dec.) \$1 per expected meeting

Agenda Packets:

a. Requested in advance of copy day 5 cents/page plus mailing charge

b. All others See photocopy fee above

FAX \$2 per document

Refunds: For overpayments in excess of \$10 only

Mail charges: PREPAID (for copies, reports, etc.), actual cost, minimum of \$4 (includes first 4 photocopy pages)

Billing Charge \$7.50 per document

CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

File Location and Research\$15 per quarter hour or fraction thereof
 a. Location of requester's personal file or current work files No Charge

Image Access Fee: 30 cents per page or image

Labels: \$13 per page plus standard report time (see below)

Standard Report Time\$5 per quarter hour of staff time AND 25 cents per page

FTP or e-mail report \$8 per report or file

Network Equipment Usage \$25 per hour

B. ANIMAL CONTROL

CLATSOP COUNTY ANIMAL CONTROL SERVICE FEES		
CATEGORY OF FEE	DETAIL OF FEE	PROPOSED FEE
Impound	First Offense, licensed	25.00
	First Offense, unlicensed	40.00
	Second Offense, within one year	75.00
	Third/Subsequent Offense, within one year	100.00
Boarding - Dogs	Per Day	15.00
Boarding - Cats	Per Day	10.00
Licensing (No discounts for multiple dogs)	Altered Dog, 1-year license	15.00
	Altered Dog, 3-year license	40.00
	Fertile Dog, 1-year license	30.00
	Fertile Dog, 3-year license	90.00
	Altered Senior Dog, 1-year license	10.00
	Altered Senior Dog, 3-year license	25.00
Late License	No enforcement action	15.00
	With enforcement action	30.00
Replacement Tag		10.00
Adoption	Dogs	110.00
	Cats	75.00
	Dogs - 10 years and over	50.00
	Cats - 10 years and over	20.00
Adoption of Bonded Pair, Dogs or Cats	Single fee for both	
Owner Release to Shelter	Dog	30.00
	Cat	10.00
	Pups -litter (under 12 weeks)	30.00
	Cats -litter (under 12 weeks)	15.00
Cremation	Calculated per pound	1.50
Live Traps – Rental – Weekly		5.00

CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

C. ASSESSOR FEES

Assessor Maps

****Public Agency or representative of public agency: Half Price****

Assessor Plats

1-2 per order	\$10
Extra Units.....	\$5

Reproduction of Material

Sales Print Out: Annual (1 per month)	\$250
Tax Receipts (minimum).....	50 cents
Second Page	\$1

Data Export Queries	\$35 per hour
Network Equipment Usage	\$25 per hour
Assessment and Tax Roll and Clerk Records	Cost Recovery
Single Remote Access Fee for A&T/C&E applications	\$300 per month
Lookup Access Only	minimum \$5/month and \$.30 per additional lookup

Fees Set by Law

Warrant Fees.....	\$20 or cost, whichever is more
Redemption Fees	\$15 or cost, whichever is more
Lien Search Fee – year 1	Set by Statute
Lien Search Fee – subsequent years	Actual cost
Foreclosure Penalty	5 percent of total judgment taxes
Research Fee per Document, plus 25 cents per copy	\$3.75
Research Fee per Quarter Hour	\$15
Consolidations (Cancel and Combine).....	\$35

Proration of Value request (Deeds).....	\$35
Subdivisions/Partitions/Condos	\$75
Appraisal Jacket Retrieval	\$2

Farm/Forest

Deferral Reapplication Fee	\$1/\$1000 RMV-Min Fee \$10/Max Fee \$250
Application Fee	\$1/\$1000 RMV-Min Fee \$10/Max Fee \$250
Small Tract Late Filing Fee.....	Set By Statute
Disqualification Fee.....	\$150
Calculation of Est. Deferred Taxes	\$150
Annual Non EFU Homesite Application Fee.....	\$75

Conservation Easement Application Fee.....	Set By Statute
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CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

Exemptions

Application Fee for Special Org	\$50
Late Filing Fee	Set By Statute
Veteran Late Filing Fee.....	Set By Statute
Leased Property Application Fee	\$50
Open Space Application	\$250
Open Space Disqualification	\$250

Manufactured Structures

Transfer Fee	Set By Statute
Exemption Fee	\$50
Trip Permit	Set By Statute
Unexemption Fee.....	\$50

Research Fee..... Hourly/Staff Rates

D. BUDGET AND FINANCE

NSF Charge \$25

E. BUILDING CODES

Building Permit Fees

Construction values shall include all labor and material, but shall exclude the cost of the land. This section covers Residential and Commercial Structural, Commercial Mechanical, Alarm, and Fire Suppression Systems.

Minimum Permit Fee	\$106
\$501-\$2,000	\$85.73 for the first \$500 plus \$3.32 for each additional \$100, or fraction thereof
\$2,001-\$25,000	\$138.57 for the first \$2,000 plus \$13.26 for each additional \$1,000 or fraction thereof
\$25,001-\$50,000	\$443.42 for the first \$25,000 plus \$9.95 for each additional \$1,000 or fraction thereof
\$50,001-\$100,000	\$691.58 for the first \$50,000 plus \$6.64 for each additional \$1,000 or fraction thereof
\$100,001 and up.....	\$1024.15 for the first \$100,000 plus \$5.53 for each additional \$1,000 or fraction thereof

CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

Medical Gas and Process Piping Permit Fees

Minimum Permit Fee	\$106
\$501-2,000	\$73.06 for the first \$500 plus \$3.20 for each additional \$100 or fraction thereof
\$2,001-25,000	\$216.67 for the first \$2,000 plus \$2.99 for each additional \$1,000 or fraction thereof
\$25,001-50,000	\$365.32 for the first \$25,000 plus \$2.78 for each additional \$1,000 or fraction thereof
\$50,001-100,000	\$1470.08 for the first \$50,000 plus \$2.66 for each additional \$1,000 or fraction thereof
\$100,001 & up... ..	\$2799.08 for the first \$100,000 plus \$3.09 for each additional \$1,000 or fraction thereof

Residential Fire Protection NFPA 13-D System Permit Fees

Square footage of dwelling and garage	
Up to 2,000 square feet	\$272
2,001 – 3,600 square feet	\$358
3,601 – 7,200 square feet	\$530
Greater than 7,200 square feet	\$698

Mechanical Permit Fees

Minimum Fee	\$106
Air Handling Unit.....	\$41 per appliance
Air Conditioning Unit	\$56 per appliance
Alteration of Existing HVAC System	\$41 per appliance
Heat Pump	\$73 per appliance
Install/Replace Furnace	
Up to 100,000 Btus.....	\$56 per appliance
Over 100,000 Btus	\$65 per appliance
Install/replace/relocate heaters, suspended, wall or floor mounted	\$56 per appliance
Vent for appliance other than furnace	\$45 per appliance
Appliance vent	\$41 per appliance
Dryer exhaust	\$41 per appliance
Hood.....	\$41 per appliance
Exhaust fan connected to a single duct	\$28 per appliance
Gas Piping	
1-4 outlets	\$23
Each additional outlet	\$7
Fireplace/Wood Stove	\$41 per appliance
Other	\$41 per appliance
Permit Issuance Fee	Included in permit schedule
Supplement Fees.....	Included in permit schedule

CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

Plumbing Permit Fees

One and Two Family Dwellings

1 Bathroom*	\$360
2 Bathrooms*	\$393
3 Bathrooms*	\$443
Each additional bathroom, half bathroom, kitchen.....	\$52
Each additional 100 feet of sanitary, storm, and water service each or fraction thereof.....	\$45
*Includes first 100 feet of sanitary, storm and water service	

Existing Residential Additions/Remodels or Alterations

Minimum Fee.....	\$106
Plumbing fixtures, appliances, appurtenances (each).....	\$28
Water service, storm or sanitary sewer (first 100 feet).....	\$82
Each additional 100 feet of sanitary, storm and water or fraction thereof.....	\$45
Fixtures not specifically listed.....	\$28
Solar heating system when connected to potable water.....	\$104
Alternate potable water heating system.....	\$104

Commercial, Multi-Family and Industrial

New, additions, remodels, alterations

Minimum fee.....	\$175
Plumbing fixtures, appliances, appurtenances (each).....	\$28
Water service, storm or sanitary sewer (first 100 feet).....	\$82
Each additional 100 feet of sanitary, storm and water service or fraction thereof.....	\$45
Fixtures not specifically listed.....	\$28

Manufactured Dwelling Placement Permit Fees

Placement (includes placement, electrical feeder, first 30' of water/sewer piping) -

Single wide.....	\$202
Double wide.....	\$404
Triple wide.....	\$604
Connection to an existing drain, sewer, storm and water.....	\$77
Earthquake resistant bracing system (when not part of original dwelling installation).....	\$126
Manufactured Dwelling cabana.....	\$378
State of Oregon Administration Fee.....	\$30

Manufactured or RV Park Development Permit Fees

Base Fee (includes five or fewer spaces).....	\$239
Each additional space.....	\$42
Structures, storm, sewer, water systems.....	Cost as outlined above for commercial

CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

New residential 1,000 square feet or less (includes service).....	\$201
Each additional 500 square feet	\$56
Limited energy with above fees.....	\$64
Each manufactured home or dwelling service or feeder.....	\$104
Service or feeder (installation, alteration or relocations)	
200 amps or less	\$121
201 amps to 400 amps.....	\$160
401 to 600 amps	\$240
601 amps to 1000 amps.....	\$360
Over 1000 amps or volts	\$674
Reconnect only	\$104
Temporary service or feeder	
200 amps or less	\$104
201 amps to 400 amps.....	\$143
Over 400 amps to 600 amps	\$201
Over 600 amps to 1000 amps	\$360
Over 1000 amps	\$674
Branch Circuits (new, alteration or extension, per panel) Branch circuits with purchase of service or feeder.....	\$8 each
Branch Circuits <i>without</i> purchase of service or feeder	
First branch circuit	\$79
Each additional branch circuit.....	\$8
Miscellaneous (service or feeder not included)	
Each well pump and alarm or irrigation.....	\$104
Each sign or outline lighting.....	\$104
Commercial limited energy panel, alteration or extension.....	\$104
Additional inspection over the allowable	\$94
All Renewable Energy systems up to 25 KVA	
Renewable energy 5 KVA or less.....	\$113
Renewable energy 5.01 KVA to 15 KVA	\$152
Renewable energy 15 .01 KVA to 25 KVA	\$230
Solar generation systems over 25 KVA	
Each KVA 25.01 to 100 KVA	\$9
100.01 KVA and over no additional fee	
Wind Generation systems over 25 KVA	
25.01 to 50 KVA.....	\$342
50.01 to 100 KVA.....	\$639
Over 100.01 KVA Use standard service and feeder fees below	

CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

200 amps or less	\$121
201 to 400 amps	\$160
401 to 600 amps	\$240
601 to 1000 amps	\$360
Over 1000 amps or volts	\$674
Master electrical permit, initial set-up and annual permit.....	\$126
Master electrical permit (includes travel time, report time, one hour minimum).....	\$108
Master electrical permit inspection cancellation without 24 hour notice	\$206

NOTE: If inspection fees are not charged on an hourly basis, there shall be two inspections allowed per permit for all permits except those for residential single or multi-family dwelling units, other than manufactured or modular dwelling units.

Four inspections shall be allowed per permit for residential single or multi-family dwelling units, other than manufactured or modular dwelling units.

Plan Review Fees

Structural Plan.....	75% of building permit fee
Fire and Life Safety.....	50% of building permit fee
Electrical.....	35% of electrical permit fee
Mechanical	35% of mechanical permit fee
Plumbing	35% of plumbing permit fee
Medical Gas/Process Piping	35% of medical gas permit fee
Commercial Fire Protection and Prevention	75% of building permit fee
Manufactured Dwelling or RV Park.....	75% of building permit fee
Residential Fire Suppression systems	75% of building permit fee
Approval of additional sets of plans, 30 mins.....	\$54
Additional review required by revisions to submitted plans, 30 minutes minimum	\$54

Deferred Submittal review fees. 65% of building permit based on the value of the deferred portion or system.

Phased Construction. Plan review fee based on a minimum phasing fee of \$315 plus 10% of the total project building permits not to exceed \$1,500 for each phase

Miscellaneous Building Fees

Moving structure permit, other than U-1	\$583
Moving structure permit, U-1 and Uninhabitable	\$292
Demolition permit, residential.....	\$106
Demolition permit, commercial less than 4,000 square foot	\$152
Demolition permit, commercial larger than 4,000 square foot	\$302
Re-Roof residential when a permit is required.....	\$106
Re-Roof commercial.....	current valuation table

CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

Foundation only fee. Optional program when the division can accommodate	\$292
This fee is per 1000 sf of structure in addition to the bldg. permit fee	
Quick start fee. Optional program when building division can accommodate	\$292
This fee is per 1000sf of structure in addition to the bldg. permit fee	
Pre-application meeting for Tenant Improvement, as requested by applicant	\$117
Per meeting, not to exceed one hour, first meeting is at no charge	
Pre-application meeting for Commercial or Multi-Family projects as requested by applicant	\$233
Per meeting, not to exceed two hours, first meeting is at no charge	
Temporary Certificate of Occupancy, Residential (No charge for permanent certificates)	\$175
Temporary Certificate of Occupancy, Commercial (No charge for permanent certificates).....	\$350
Onsite consultation, minimum one hour	\$106
Change of Use or Change of Occupancy permit fee, when no structural work proposed	\$126
Masonry fireplace/chimney-new	Current valuation table
Masonry over 4' height, first 100 linear feet	\$189
Masonry over 4' height, each additional 100 feet or fraction thereof.....	\$94
Fences when a permit is required.....	\$189
Fences when a permit is required each additional 100 feet or fraction thereof	\$94
Poles in excess of 10' from finished grade to top of pole, flags, signs, lights, etc.....	\$106
Foundation repair	Current valuation table
Investigation fee equal to actual hours incurred by staff	\$106
Research Fee, minimum 30 minutes.....	\$54
State Surcharge. All permits are subject to the current State of Oregon Surcharge.....	12%
Agricultural Exempt Certificate.....	\$30
Replacement of Electrical Label	\$30
Re-inspection fees each additional inspection over the allowable	\$94
Inspections outside normal business hours (2 hours minimum).....	\$106 per hour
Inspections for which no fee is specifically indicated (minimum charge 1 hour).....	\$106 per hour

Permit Extensions

Extension of permits shall be requested in writing with justifiable cause demonstrated.

Extension request must be received prior to the expiration date of the permits.

NOTE: It is not the responsibility of the Clatsop County Building Division to notify the permit holder of expiration dates.

Residential permit extension fee (Includes s/m/p/e)

1 st request.....	\$106
2 nd request.....	\$212

Commercial permit extension fee (Each code discipline)

1 st request.....	\$106
2 nd request.....	\$212

CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

Renewal of Expired Permits

Expired permits not yet six months past their expiration date (Each code discipline..... \$106
 Or whichever is greater\$212
 Expired permits six months past their expiration date but not yet 12 months (Each code discipline).. \$106
 Or ½ the original permit fees, whichever is greater
 Expired permits over one year past their expiration date..... New application with current valuation fees
 Expired permits lacking only final inspection (Each code discipline).....\$106
 However, in the event the governing code has been updated, additional cost and requirements necessary.

Code Enforcement

Code enforcement fee equal to actual number of hours incurred by department staff..... \$106 each hour or fraction thereof

F. COMMUNITY DEVELOPMENT

Pursuant to ORS 215.416(10), the following fees represent the average cost of processing each permit application. If the actual cost of processing a permit processed as a Type IIa, Type III, or Type IV procedure or an appeal of a Type IIa or Type III decision exceeds the amount of the fee by more than 20% because of the detailed nature of the proposal or the number of hearings that are required, the applicant shall be responsible for paying the full amount of the actual cost.

APPLICATION TYPE	FEE
Appeals	
Director to Hearings Officer – Type I, refunded if appellant prevails	\$250
Director to Hearings Officer – Type II, refunded if appellant prevails	\$250
Hearings Officer Decision to Board of Commissioners – Type IIa	\$3160
Planning Commission Decision to Board of Commissioners – Type III	\$3160
Permits and Reviews	
Agency Sign-Off (Compatibility)	
For those that don't require development of findings	\$48
For statements requiring development of findings	\$205
Beach Front Protection	
1 – 5 lots	\$823
6+ lots	\$878
Commercial Site Plan Review	\$196
Required in and as a part of Conditional Use Permit, Review Use and in special purpose overlay districts; all others.	
Comprehensive Plan or Zoning Ordinance Map Amendment	
Minor: "Down" zoning or exchange of zoning on property	\$3681
Major: "Up" zoning	\$3681
Comprehensive Plan or Zoning Ordinance Text Amendment	\$4131
Conditional Use (CUP)	
Major: Estuarine and coastal shoreland uses, kennels, golf courses, auto wrecking yards, mining, solid waste landfill	\$910
Not major: Home occupations, cell towers, B&B 's	\$649

CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

Design Review	
Major	\$2696
Minor	\$708
Development Permit	
New or Expanded	\$75
Extensions	
Partitions	\$94
Subdivisions	\$97
All others	Actual Cost @ Per Hour Rate
Floodplain and Other Review (no public notice required; final elevation survey required AFTER permit issued)	\$102
Geologic Hazards	
Preliminary (public & property owner notice required)	\$49
Detailed (public & property owner notice required)	\$837
Goal 5 Economic, Environmental, Social and Energy Consequences Review	\$4131
Goal Exception	\$4131
Requires public notice and perhaps notice to property owners	
Lot of Record	\$154
Other Hearings, Non-Conforming Use, Etc.	\$1291
Short Term Vacation Rental Permit	\$111
Partitions	\$432
Pre-App conference for large projects: Mobile Home Park, Subdivision, Planned Development, RV Park, Destination Resort, Large Comprehensive Plan Text and/or Map Change, Ord #80-14 text and/or map amendment. Includes Planning & Development letter response to preliminary proposal	\$239
Property Line Adjustment	\$154
Resource Zones (F-80, AF, and EFU)	
Non-Farm Dwelling; Farm Dwelling Option 1; Farm Dwelling Option 2; Farm Dwelling Option 3; High Value Option; Forest Dwelling Option 1 Lot of Record; Forest Dwelling Option 2; Forest Dwelling Option 3; and Forest Template Test. Public notice and property owner notice required; much research of assessor's records and maps required.	\$892
Review Use (RU)	
Major	\$855
Not Major	\$649
Sign Permit	\$50
Similar Use Authorization	\$2567
Site Visit	\$130
Subdivision, Planned Development, or Destination Resort (Note: Planned Development & Destination Resort also require a zone change fee)	Type II \$1560 Type III \$3980
Temporary Use	
Original	\$150
Renewal	\$50
Variance	\$1652
All Other	Actual Cost @ per hour rate
Rural Addressing	
New or changed address issued or changed at request of property owner	\$185
Replaced Sign	\$50
New road name	\$220

CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

G. COUNTY CLERK & ELECTIONS

Liquor License	Set by Statute
Liquor License Renewal	Set by Statute
OLCC New Application	Set by Statute
Precinct Maps :.....	\$7
Marriage License/Domestic Partnerships	\$50
Marriage Ceremony [ORS 205.320(6)]	Set by Statute
Marriage 3-Day Waiver	\$15
Certification of Copies	Set by Statute
Certification of Marriage License.....	Set by Statute
Add'l copies.....	Set by Statute
Certification of Voter Registration	Set by Statute
Election Report/Lists	See OAR 165-002-0020
Passport Processing	Set by Statute
Passport Photo.....	\$15
Registering each additional page of a document	Set by Statute
Registering each additional transaction of a document	Set by Statute
Appointment of Trustee	Set by Statute
Death Certificate for Title Change	Set by Statute
Deed.....	Set by Statute
Easement	Set by Statute
Judgment	Set by Statute
Lien/Lien Satisfaction	Set by Statute
Lien/Lien Satisfaction w/o HAT	Set by Statute
IRS Lien	Set by Statute
Mortgage/Deed of Trust/Line of Credit	Set by Statute
Mortgage Satisfaction	Set by Statute
Non-Standard Form Fee, Per Document	Set by Statute
Military Discharge DD-214	No Charge
Partial Reconveyance	Set by Statute
Partition Plat Map	Set by Statute
Power of Attorney.....	Set by Statute
Reconveyance	Set by Statute
Satisfaction of Judgment	Set by Statute
Substitution of Trustee	Set by Statute
Town Plat Map	Set by Statute
UCC Filing on OR 1A Form.....	Set by Statute
Research Fee Per Document.....	Set by Statute
Research Fee Per Quarter Hour	\$15
Photocopy Fee Per Page	\$.025
Mailing Fee.....	\$4
Express Mail Fee	\$25
Fax Charges.....	\$3
Candidate Voters Pamphlet Statement	Per Statute
Annexation Appl – Expansion of District (for one parcel).....	\$100

CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

Annexation Appl – New District Formed or W/drawal of area from Dist..... \$500
 Annexation Appl – Urban Renewal \$2,500

H. DISTRICT ATTORNEY

Photocopy Charges:

Misdemeanor \$10 per case up to 30 pages/25 cents per page in excess of 30 pages
 Felony..... \$15 per case up to 30 pages/25 cents per page in excess of 30 pages
 Media.....\$15 per tape
 Color copies – excess 30 pages\$1.25 per page

I. GIS FEES

PAPER MAPS:

STANDARD MAP PRODUCTS

A/B size (8 ½ x 11 – 13 x19”)\$5
Add \$3 for color, orthophotos, saturated shading

C/D size (24” sheet roll) Standard map products \$25 per sheet
Add \$10 for color, orthophotos, saturated shading
Discounted price for government, nonprofit organizations, bulk rate: ...\$20 per /sheet
Add \$10 for color, orthophotos, saturated shading

E Size (36” sheet roll) Standard map products..... \$35 per sheet
Add \$15 for color, orthophotos, saturated shading
Discounted price for government, nonprofit organizations, bulk rate ...\$30 per sheet
Add \$3 for color, orthophotos, saturated shading

Programming Fee for custom maps and analysis..... \$75 per hour
 All Department – FTP or e-mail Charge.....\$8

Will follow A&T/GIS lead for maps produced by GIS

DIGITAL MAP PRODUCTS

Tax maps (PDF format)\$100 entire county
\$25 per township-range

County layers (roads, hydro, PLSS, elevation, soils, etc.)\$100 entire county
\$25 per layer

2002 color orthophotos – per ¼ township..... \$100

All GIS mapping products not specifically addressed by the GIS Fee Schedule will be charged at cost recovery.

PUBLIC WORKS/SURVEYOR MAPS

Will follow A&T/GIS lead for maps produced by GIS

CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

J. INFORMATION SYSTEMS

Data Systems Supervisor	\$90/hour
Information Systems Analyst	\$70/hour
Network Support	\$62/hour
PC Support.....	\$45/hour
Remote Access Setup.....	Cost Recovery

K. JUVENILE DEPARTMENT

Probation Supervision

Misdemeanor – One time fees	\$25
Felony – One time fees.....	\$45

L. PARKS

County Park Fees will increase annually by an amount not less than 2.5% nor more than 5% based upon the change in the All US CPI-U for the period July to July beginning July 1, 2000, pursuant to Board Resolution adopted April 28, 1999.

Cullaby Lake Park

Entry Fee	\$5 per vehicle
Shelter Fee.....	\$35 per group

John Day \$5 day use fee

Carnahan Park..... \$5 day use fee

Annual County Pass \$30

Annual Pass Extended User \$75

Includes \$30 Annual Pass. If applicant already has an annual pass, cost will be reduced to \$50.

Extended User – Lost Key Replacement Fee..... \$30

Annual park pass will be valid one year from the month of purchase and honored for vehicles displaying passes at Cullaby Lake County Park, John Day County Park and Carnahan County Park.

Commercial Film Use Fees

1 - 5 participants.....	\$ 100
6 - 30 participants.....	\$ 150
31 - 60 participants.....	\$ 300
61+ participants.....	\$ 400

CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

Exclusive Use Fees

Exclusive use of a specific area of a County Park (other than a shelter, camping place or boat ramp) or group use where no admission fee is paid (after hours or off season):

Minimum for exclusive use	\$25
50 - 100 participants	\$50
101 - 200 participants	\$75
201 - 400 participants	\$150
401 - 600 participants	\$300
600+ participants	\$500

Exclusive Use of Cullaby Lake Boat Ramp

The hourly rental fee for exclusive use of the Cullaby Lake Boat Ramp shall be up to a maximum of 10 hours per day:

Monday after Labor Day to June 29 – <i>Winter rates</i>	\$50/hour
June 30 to Sunday after Labor Day – <i>Summer weekdays</i>	\$100/hour
June 30 to Sunday after Labor Day – <i>Summer Weekends</i>	\$200/hour

M. PUBLIC HEALTH SERVICES

Licenses are purchased on a calendar year basis January –December

Proration of half the annual fee occurs October 1

FOOD SERVICE	
Full Service Restaurant Fees are based on Seating Criteria	
0-15 Seats	\$ 440
16-50 Seats	\$ 495
51-150 Seats	\$ 565
Over 150 seats	\$ 630
Bed & Breakfast	\$ 185
Limited Service Restaurant	\$ 250
Commissary	\$ 315
Mobile Unit	\$ 155
Warehouse	\$ 125
CHANGE OF OWNERSHIP FEE	\$ 70
<p>*A license expires annually on December 31. To reinstate a license after December 31 expiration, the applicant must pay a reinstatement fee of \$100.00 in addition to the license fee required. The reinstatement fee shall increase by an additional \$100.00 on the first day of each succeeding month until the license is reinstated.</p>	

CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

PLAN REVIEW FOR FOOD SERVICE	
INITIAL CONSTRUCTION	
Full Service Restaurant	\$160
Bed & Breakfast	\$100
Limited Service Restaurant	\$100
Commissary	\$160
Mobile Unit	\$100
Warehouse	\$70
REMODELING	
Full Service	\$120
All Other Food Facilities	\$70

TEMPORARY RESTAURANT LICENSES	
Single Event:	
One day	\$ 45
Two or more days	\$ 88
Operational Plan Review	\$ 52
* Required for Intermittent & Seasonal Licenses	
Intermittent: 30 days	\$ 88
Seasonal: 90 days	\$ 88
Hourly Re-inspection Fee	\$ 88
*Charged in 15 minute increments	

TOURIST	
Bed & Breakfast	\$ 80
Travelers Accommodation	\$ 80
Organizational Camp	\$ 80
Picnic/Recreational Park	\$ 80 base, plus surcharge per spaces, see below
\$2.50 per space	For 1-50 spaces, plus
\$2.00 per space	For 51-100 spaces, plus
\$1.50 per space	For over 100 spaces
CHANGE OF OWNERSHIP FEE	\$ 70
<p>*A license expires annually on December 31. <i>Facilities that renew later than January 15th will be assessed a penalty fee of 50% of the original fee, and another 50% on the first day of each successive month of delinquency.</i></p>	

CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

SWIMMING POOL & SPA	
First Pool/Spa	\$ 130
Each additional Pool/Spa	\$ 80
Plan Review for Pool/Spa	\$307

OTHER FEES	
Day Care Inspections	\$160
Schools-Full Service	\$100
Schools-Satellite	\$ 65
Head Start	\$100
Inspection for School Lunch Program	\$ 50
Food Handlers Training	\$ 10
Duplicate Food Card Fee	\$ 5
Hourly Environmental Health rate: -Social/Mass Gathering Event	\$ 88

COMMUNITY HEALTH & FAMILY PLANNING

*Immunizations		
Child Immunizations (0 through 18 yrs)	Private Fee Ins. 1 st Shot	\$54.77 + cost of vaccine
	Additional Shots	\$14.19 + cost of vaccine
Child Immunizations (0 through 18 yrs)	State supplied vaccine fees will be waived if qualified	
Adult Immunizations (19 yrs and older)	1 st Shot	\$54.77 + cost of vaccine
	Additional shots	\$14.19 + cost of vaccine
**Office Visits		
CD/STD Screening Visit Short		\$78
CD/STD Counseling Visit		\$96
CD/STD Counseling Visit Long		\$114
CD/STD Screening Visit Extended		\$133
***Family Planning Office Visits		
Office Visit Short		\$85
Counseling Visit Short		\$100
Office Visit Long		\$115
Office Visit Extended		\$130
DMAP Visit Fee		\$135
CCARE Fee		\$150
Vasectomy Counseling		\$165

CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

Vasectomy Procedure	\$800
IUD Insertion	\$147
IUD Removal	\$102
Nexplanon Procedure	\$359
Depo Provera Injection	\$43
Slide Pap Smear 21-24 yr olds and > 30	\$11.36

Liquid Paps 24-30 yr olds	\$25
Liquid Paps w/ HPV Reflex 24-30 yr olds	\$65
HPV Digene 21-24 yr olds and > 30	\$40
CCARE Drugs (ORS)	Acquisition Cost
CCARE Lab Tests (ORS)	Acquisition Cost
Condoms Female 3 pack	Acquisition Cost
Condoms	Acquisition Cost
Condoms Non latex (box 6)	Acquisition Cost
Contraceptive Foam	Acquisition Cost
Contraceptive Jelly	Acquisition Cost
Cycle Beads	Acquisition Cost
Depo Provera Injection	Acquisition Cost
Diaphragm	Acquisition Cost
Nexplanon	Acquisition Cost
Fluconazole	Acquisition Cost
Mirena / Paragard IUD	Acquisition Cost
Lutera	Acquisition Cost
Metronidazole	Acquisition Cost
Nuva Ring	Acquisition Cost
Ortho-Cyclen	Acquisition Cost
Ortho Micronor	Acquisition Cost
Ortho TriCyclen	Acquisition Cost
Ortho TriCyclen Lo	Acquisition Cost
Plan B One Step	Acquisition Cost
Orasure Test Kit	Acquisition Cost
Sulfamethoxazole tablets	Acquisition Cost
Venipuncture Test Kit	Acquisition Cost

CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

Chlamydia/Gonorrhea Test (urine)	Acquisition Cost
Chlamydia/Gonorrhea Test (rectal/phar)	Acquisition Cost
Hemoglobin	Acquisition Cost
Hep A Total	Acquisition Cost
Hep B IgM	Acquisition Cost
Hep Bc AB	Acquisition Cost
Hep Bs AB	Acquisition Cost
Hep B AG	Acquisition Cost
Hep C Screen	Acquisition Cost
HIV	Acquisition Cost
Measles / Rubeola	Acquisition Cost
Mumps IgG	Acquisition Cost

Orasure Test	Acquisition Cost
Pap Smear	Acquisition Cost
Pregnancy Test	Acquisition Cost
QuantiFERON	Acquisition Cost
Syphilis	Acquisition Cost
Urinalysis	Acquisition Cost
Venipuncture	Acquisition Cost
Wet Mount	Acquisition Cost
Other Charges	Charge
Vital Statistics Certified Copy	Set by ORS 432.146
Medical Record Copy	\$5 per 1/4hour plus 25 cents per page
Minimum request Fee for Medical Record	\$5

***Immunizations Note:** Per Oregon Health Authority guidelines, state provided vaccines will be used for all who qualify. Otherwise, all immunizations charges are actual cost. **All current prices are subject to change due to acquisition changes.**

****Office Visits Note:** Clinic Staff will determine if you are eligible for low cost or no cost counseling, laboratory services and / or medications based on Oregon Public Health Division programs.

*****Family Planning Office Visits Note:** Per the Federally approved Family Planning sliding fee scale will be applied when appropriate to CCare and Title X clients.

******Supplies Note:** Cost of supply + shipping/handling charges and shelving cost (10 percent above cost, shipping and handling). **All current prices are subject to change due to acquisition changes.**

******Lab Note:** All lab tests are actual cost. **All current prices are subject to change due to acquisition changes.**

CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

BABIES FIRST

Babies First Services – State Set\$224.15

CaCoon (Care Coordination) – State Set\$263.41

The current fee charged for Babies First and CaCoon is \$355 per visit. However the County must provide a revenue match, that adjusts this fee downward to what the County actually keeps.

MATERNAL & CHILD HEALTH

Initial Assessment – State Set.....\$24.59

Case Management Full – State Set.....\$75.06

High Risk Case Mgmt Full – State Set\$128.67

Home Environmental Assessment – State Set\$42.89

Case Mgmt Visit Outside the Home – State Set\$21.45

Case Mgmt Visit – State Set.....\$42.89

ONSITE WASTEWATER MANAGEMENT

RESIDENTIAL FEES	County	DEQ	Total Fee
New Site Evaluations			
Single Family Dwelling – First lot	\$ 680	\$ 100	\$ 780
- Each additional lot evaluated during initial visit	\$ 680	\$ 100	\$ 780
Construction Installation Permits			
New Construction-Standard seepage trench, redundant, absorption in Saprolite, steep slope, aerobic	\$ 1008	\$ 100	\$ 1100
New Construction-Alternative Treatment Tech (ATT), capping fill, pressurized, tile dewatering	\$ 1235	\$ 100	\$ 1335
New Construction-Sand filter bottomless, recirculating gravel	\$ 1520	\$ 100	\$ 1620
New Construction-Install holding tank	\$ 864	\$ 100	\$ 964
New gray water disposal sump	\$ 448	\$ 100	\$ 548
Pump or siphon system needed-in addition to permit fee	\$ 64		\$ 64
Repair Residential-Minor (tank to distribution box)	\$ 256	\$ 100	\$ 356
Repair Residential-Major (drain field)	\$ 535	\$ 100	\$ 635
Alterations-Minor (tank to distribution box)	\$ 264	\$ 100	\$ 364
Alterations-Major (drain field)	\$ 552	\$ 100	\$ 652
Reinstatement, Transfer, Renewals (original permit within 1 yr of expiration)-No visit	\$ 152	\$ 100	\$ 252
Reinstatement, Transfer, Renewals-Visit	\$ 520	\$ 100	\$ 620
Other Onsite Activities			
Authorization Notice-no visit	\$ 164	\$ 100	\$ 264
Authorization Notice-Visit (required on systems greater than 10 years old)	\$ 624	\$ 100	\$ 724

CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

Existing System Evaluation-Visit (includes time of sale inspection,	\$ 192	\$ 100	\$ 292		
Mobile Hardship Renewal Authorization, field visit required (No field visit required)	\$ 330 \$ (160)		\$ 330 \$ (160)		
COMMERCIAL FEES	County Fees Based on Gallons Per Day (gpd)			DEQ	
New Site Evaluations	First 1,000	1,001-1,500	1,501-2,000	2,001-2,500	
Commercial Facility System-First 1,000 gallons projected flow	\$ 680	\$856	\$1,032	\$1,208	\$100
Construction Installation Permits	First 1,000	1,001-1,500	1,501-2,000	2,001-2,500	
New Construction-Standard seepage trench, redundant, absorption in saprolite, steep slope, aerobic	\$1,008	\$1,104	\$1,200	\$1,296	\$100
New Construction-Alternative Treatment Tech (ATT), capping fill, pressurized, tile dewatering	\$1235	\$1,313	\$1,391	\$1,469	\$100
New Construction-Sand filter bottomless, recirculating gravel	\$1520	\$1,660	\$1,712	\$1,808	\$100
New Construction-Install holding tank	\$864	\$960	\$1,056	\$1,152	\$100
New gray water disposal sump	\$448	\$544	\$640	\$736	\$100
Minor Repair Permit (tank to distribution box)	\$464				\$100
Major Repair Permit (drain field)	\$1,008				\$100
Reinstatement, Transfer, Renewals (original permit within 1 yr of expiration)-No Field visit	\$152				\$100
Reinstatement, Transfer, Renewals-Field Visit	\$520				\$100
Other Onsite Activities					
Authorization Notice-no visit	\$164				\$100
Authorization Notice-Visit (required on systems greater than 10 years old)	\$624				\$100
Existing System Evaluation-Visit (includes time of sale inspection, planning review, other system evaluations)	\$192				\$100
Miscellaneous					
Research fee per quarter hour	\$15				
Records request fee, plus .25 cents a copy	\$3.75				
EH field time (re-inspections, compliance) hourly, prorated at 15 minute increments	\$286				

CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

O. SHERIFF’S OFFICE PAROLE AND PROBATION SERVICES

Supervision Fees (Monthly)	\$40
Electronic House Arrest (Intake)	
A. Intake.....	\$50
B. Daily Rate.....	\$15
Community Service Intake (Each Occurrence)	\$50
Drug Court (Court Ordered Fee)	\$300
Compact Administration (One Time Fee)	\$200
Urinalysis Test (Per Test)	\$10
Treatment (Reimbursements Only).....	Contracted Rate
Polygraph (Reimbursements Only)	Contracted Rate
DNA Test (Statutory Requirement)	\$10
Subsidy (Reimbursement Only)	Amount Given
ADES Evaluation	By Statute
Treatment Referral Fee.....	No Charge
Polygraph Admin Fee	\$50
UA Lab Fee.....	Contract Rate
Dept of Revenue Fee.....	\$63

SHERIFF – CORRECTIONS DIVISION

Work Crew - Daily	\$10
Electronic Monitoring - Daily.....	\$15
Electronic Monitoring – Intake	\$50
Fingerprinting	\$20
Prisoner Boarding – Daily	\$100

SHERIFF – SUPPORT & CIVIL

Reports (Booking Packet, Medical File, Daily Log, etc)	\$10
Photos on CD	\$20
Real & Personal Property Sales Processing Fee	\$350
County Based Background Check	\$20
Alarm Permits.....	\$25
Alarms – Response penalty billable.....	\$100
Concealed Weapon – In State	By Statute
Concealed Weapon – Out of State	By Statute
Garnishments (Delivery)	By Statute
For service of notice process (ORS 21.300)	By Statute
Eviction Enforcement – Baseline Fee	By Statute

CLATSOP COUNTY ADMINISTRATIVE POLICY AND PROCEDURE NO. A-9

Other Enforcement (Writ of Execution, Order of Assistance, etc.).....	By Statute
Conveyance of real property (ORS 21.300)	By Statute
Vehicle Impound	\$50
Vehicle/Equipment Storage – Daily.....	\$10
Cost for travel in excess of 75 miles to service location.....	By Statute
Vehicle Rent + Federal Mileage Rate – Daily.....	\$25
Command Vehicle – Daily.....	\$200
Deputy Sheriff.....	Actual Cost
Equipment	Actual Cost
Reserve Deputies.....	Actual Cost

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

June 22, 2016

Issue/Agenda Title: Appointment of Planning Commissioners

Category: Business Agenda

Prepared By: Heather Hansen, Community Development Director

Presented By: Heather Hansen

Issue before the Commission: The appointment of two Planning Commissioner to fill two full-term vacancies.

Informational Summary: Staff received applications from the following ten individuals: Nicole Adamczyk, Robert Clark, William Cook, Christopher Farrar, Gail Hendrickson, Melissa Liebert, George McCartin, Jacqueline Pressly, Mindy Stokes, and Kyle Walker.

The purpose of Goal 1 element of the Clatsop County Comprehensive Plan is to ensure citizen involvement and calls for:

“...continuity of citizen participation consisting of a seven member Planning Commission, with each member representing diverse geographic areas of the County, thus providing a method of ensuring communication between the citizens, administrative departments and the Board of County Commissioners.”

Policy 1 of the Goal 1 element identifies the Planning Commission as the “Committee for Citizen Involvement” for land use matters and continues on to state:

“The Planning Commission shall strive to represent a cross section of affected citizens in all phases of the planning process. As an appropriate component, five Planning Commission members shall be representatives of the six designated geographic areas (with a seven member Commission, one area may have two members). No more than two Planning Commission members may reside within incorporated cities. Each member of the Planning Commission shall be selected by an open, well-publicized, public process by the Board of Commissioners.”

Article III, Sections 1-4, of the Planning Commission Bylaws establishes the criteria for membership:

1. The Planning Commission shall consist of seven (7) members appointed by and serving at the pleasure of the Board of Clatsop County Commissioners, each to serve for a term of four years or until their respective successors are appointed.

2. The members of the Planning Commission shall be residents of the County and no more than two (2) shall reside inside incorporated cities; the remaining members shall be residents of the various geographic areas of the County.
3. Members of the Planning Commission shall serve without compensation other than reimbursement for duly authorized expense.
4. No more than two voting members shall be engaged principally in the buying, selling, or developing of real estate for profit, as individuals, or be members of any partnership of officers or employees of any corporation that is engaged principally in the buying, selling, or developing of real estate for profit. No more than two voting members shall be engaged in the same kind of occupation, business, trade or profession.

The Planning Commission currently has two members who reside in incorporated cities -- Kay Foetisch-Robb of Seaside and Robin Risley of Cannon Beach. Kay is not re-applying. In order to be consistent with the Comprehensive Plan Policies and the Commission By-Laws no more than one new appointee can reside within a city. Four of the applicants -- Robert Clark, Christopher Farrar, Gail Hendrickson, and George McCartin -- reside within the city limits of Astoria.

Nicole Adamczyk lives in Northeast Clatsop County (District 1), Kyle Walker lives in Clatsop Plains (District 2), William Cook, Melissa Liebert, Jaqueline Pressly, and Mindy Stokes live in the Lewis & Clark-Olney-Wallooskee area (District 3).

Fiscal Impact: None.

Options to Consider:

1. Appoint two applicants who reside within unincorporated areas.
2. Appoint one applicant to the Planning Commission who resides within a city limits and one within an unincorporated area.
3. Do not appoint any applicants to the Planning Commission and instruct staff to continue recruitment.

Staff Recommendation: Option #1 or #2

Recommended Motion:

“I move to appoint _____ and _____ to the Clatsop County Planning Commission to fill four year terms that end on June 30, 2020.”

Attachment List:

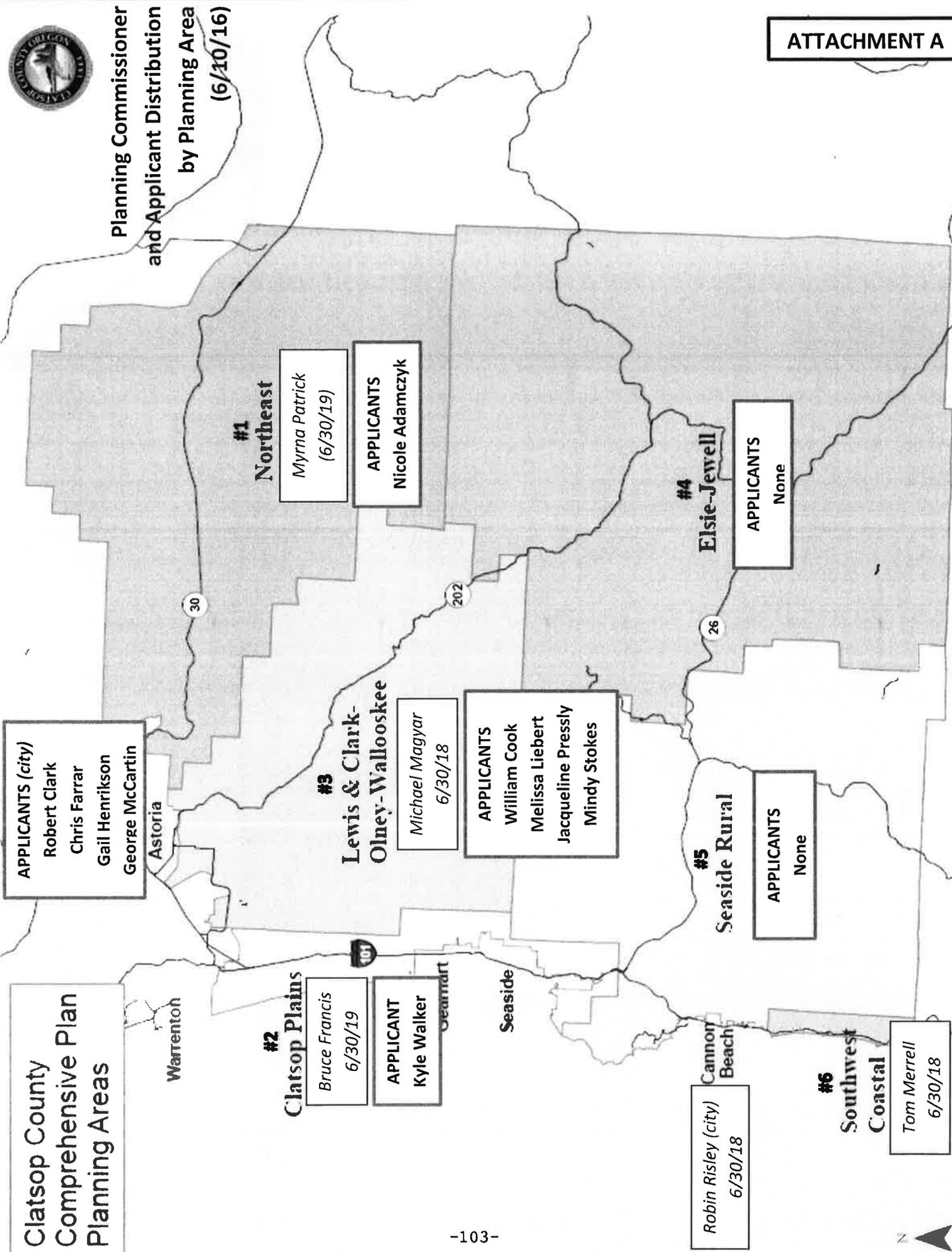
- A. Distribution Map
- B. Table of planning commission criteria
- C. Applications



Planning Commissioner
and Applicant Distribution
by Planning Area
(6/10/16)

ATTACHMENT A

Clatsop County
Comprehensive Plan
Planning Areas



APPLICANTS (city)
Robert Clark
Chris Farrar
Gail Henrikson
George McCartin
Astoria

APPLICANTS
Myrna Patrick
(6/30/19)

APPLICANTS
Nicole Adamczyk

APPLICANTS
Michael Magyar
6/30/18

APPLICANTS
William Cook
Melissa Liebert
Jacqueline Pressly
Mindy Stokes

APPLICANTS
None

APPLICANTS
None

APPLICANTS
Robin Risley (city)
6/30/18

APPLICANTS
Tom Merrell
6/30/18



Clatsop County Planning Commission 6/10/2016

Membership Criteria & Information

Current Members	Address	Term Ends	PC Area	Outside City (up to 7)	Inside City (no more than 2)	Occupation ¹ (no more than two the same)	Real Estate ² (no more than 2)	Commissioner District
Kay Foetisch-Robb	1920 Cooper St., Seaside	6/30/2016	city		Seaside	Volunteer		2
Bruce Francis	90250 Shoreline Dr., Warrenton	6/30/2019	2	X		Property Manager		2
Michael Magyar	36494 Battle Creek Ln, Astoria	6/30/2018	3	X		Land surveyor at Otak		3
Gindy-Johnsen	37815 Eagle Lane, Astoria	6/30/2016	4	X		Retired (P&H)		4
Thomas Merrell	31976 East Ocean Ln, Arch Cape	6/30/2018	6	X		Construction/Development	X	5
Robin Risley	587 N. Laurel, Cannon Beach	6/30/2018	city		Cannon Beach	Real Estate Broker	X	5
Myrna Patrick	93111 Ritter Road, Astoria	6/30/2019	1	X		Retired		4
Applicants	Address		PC Area	Outside City (up to 2)	Inside City (up to 1)	Occupation¹ (no more than two the same)	Real Estate² (no more than 2)	Commissioner District
Nicole Adamczyk	42043 Eddy Point Ln, Astoria		1	X		Scorcher Artisan Coop		1
Kyle Walker	91585 Smith Lake Rd, Warrenton		2	X		Volunteer, Fmr. Exec		2
William Cook	91998 Lewis & Clark Rd, Astoria		3	X		Semi-retired (strategic busns consultant)		3
Melissa Liebert	97722 Lewis & Clark Rd, Astoria		3	X		GIS Manager/ Cartographer		3
Jacqueline Pressly	88619 Lewis & Clark Rd, Astoria		3	X		Owner-All Critters Petsitter; Pres-Angels for Sara Sanctuary		3
Mindy Stokes	922587 Walluiski Loop, Astoria		3	X		Administrator-Clatsop Care Memory Community		3
Robert Clark	145 2nd St, Astoria		city		Astoria	Retired (PT Bikes & Beyond)		1
Christopher Farrar	3023 Harrison Ave, Astoria		city		Astoria	Retired (Vol N Coast Watershed Cncl)		1
Gail Henrickson	673 Alameda Ave, Astoria		city		Astoria	Cashier		1
George McCartin	490 Franklin Ave, Astoria		city		Astoria	Property Manager		1

¹ No more than two with the same occupation.

² No more than two buying, selling, or developing of real estate for profit as individuals, or members of any partnership of officers or employees of any corporation engaged principally in the buying, selling or developing of real estate for profit.

Planning Commission Applications

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

Date June 8, 2016

Nicole T. Adamczyk
Name

42043 Eddy Point Lane
Mailing Address

Astoria, OR 97103
City

Street Address: 42043 Eddy Point Lane, Astoria, OR Email: nelise.adamczyk@gmail.com

Home Telephone: (503) 458-5701 Other Telephone: (503) 741-7574 (Cell)

Current Occupation Worker Owner at Scorcher Artisan Cooperative

Years Resident of County 2 (November 2013)

Do you live within the city limits? No

In which Commission District do you reside? Area 1 – Northeast

Committee, Board of Commission applied for? Planning Commission

Background:

I have spent the last year in a consensus-based worker cooperative, volunteering as a Court Appointed Special Advocate (CASA) for kids, and helping to build a new nonprofit to address homelessness in our community.

Before that, I worked or volunteered as a healthcare consultant, business development analyst, advocate, office administrator, investment property owner and landlord, and legal assistant. My professional experience has called on me to be an adaptable learner, independent contributor, avid listener, mediator and consensus builder, impartial and prepared analyst, synthesizer of meaningful information, and articulate speaker.

I have technical experience building decision support and business intelligence dashboards, working with GIS tools and mapping for contracts and grants, and using demographic information to support decision making in business development.

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

In 2014, my husband and I bought a single-family home above Fertile Valley Creek in Knappa to begin building a homestead with our now eight year-old and flock of chickens. We chose to move to Clatsop County because of the connection we feel with our beautiful lands, waterways, animals, and community.

I feel that measured and prudent development – considering and protecting our coastline, forests, air and water, natural and historic areas, affordable housing, infrastructure, and economy – is a critical force in shaping the face of Clatsop County as we continue to grow. As an involved citizen, mother, cooperative business owner, worker, and land owner, I feel a great deal of personal responsibility and engagement in building our future.

I believe citizen involvement is the key to ensuring that we continue to meet the needs of our ever changing community, and would feel honored to serve on the Planning Commission in this capacity.



Nicole T. Adamczyk

June 8, 2016

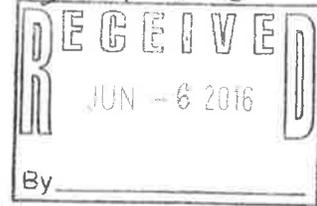
COMMITTEE, BOARD OR COMMISSION APPLICATION
CLATSOP COUNTY

Date: 5/30/16

Name ROBERT CLARK

Mailing Address 145 2ND ST

City ASTORIA OR 97103



Street Address: 145 2ND ST AS ABOVE Email: ROBERT4PEACE@GMAIL.COM

Home Telephone: 503 325 1576 (Other Telephone) NO work cell phone

Current Occupation: RETIRED (PART-TIME @ BUSINESS BEYOND)

Years Resident of County: SINCE 1998

Do you live within the city limits: Yes No

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

Committee, Board of Commission Applied for:

1. PLANNING COMMISSION
2. _____
3. _____

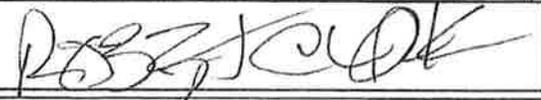
Background (Relevant education, training, experience, etc.):

AA ART LANE COM COLLEGE
ADDITIONAL STUDY U OF O EUGENE
USN 1966-1969
ADDITIONAL STUDIES NAPA VALEY COLLEGE
- STUDENT COMMISSIONER - CULTURE TREE

Please complete other side →

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

OFFER MY TIME IN
SERVICE TO MY COMMUNITY
IN MAKING WISE PLANNING
OF LAND USE TO
BENEFIT FUTURE GENERATIONS
IN COLLABORATION WITH
MY FELLOW CITIZENS



Signature

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

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

My interest lies in equitable development within Clatsop County. That means adhering to the Comprehensive Plan and Goals. I believe a member of the Commission must be diligent by following the guidelines while being sensitive to the citizens we represent. I am a strong advocate for taking lessons learned and applying same to future discussions. I am committed to being a team oriented member of any committee and recognize the separation of policy and staff.

I have served on a private housing board of directors for the past 5 years in NW Portland. I served for 4 years as president and currently as chair of the Architectural Review Committee which requires following all declarations and by-laws. I will not seek a third term and have the time available in serving Clatsop County.

I served for many years on the Fisheries Sub-Committee of Clatsop Economic Development, now CEDR. The Astoria/Warrenton Chamber of Commerce, the Pacific Coast Congress of Harbormasters and Port Managers, a West Coast consortium of ports, Cruise the West, a consortium of West Coast Ports doing business with international cruise lines and regulations. In each of the latter two positions I served on several committees including vice president and president of each for full terms.

I believe my experience and practical approach will allow me to be a contributing member of this body. My professional experiences over the last 30 plus years working with the public has allowed me to gain an appreciation for consideration, respect, and commitment to the goals and time necessary to achieve same.



Signature

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

COMMITTEE, BOARD OR COMMISSION APPLICATION
CLATSOP COUNTY

Date: February 27, 2016

Christopher Farrar
Name

3023 Harrison Av
Mailing Address

Astoria, OR 97103
City

Street Address: 3023 Harrison Av Email: farrfarr.away@yahoo.com

Home Telephone: 503-325-3238 Other Telephone: 530-412-4555 please use this
 work cell phone)

Current Occupation: Retired but volunteer -North Coast Watershed Association

Years Resident of County: 5 yr

Do you live within the city limits: Yes No

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

Committee, Board of Commission Applied for:

1. Planning Commission
2. _____
3. _____

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

Clatsop County property owner since 2002; full-time resident Jan 2011-present. My wife and I own a home in Astoria and have a second home on 28 rural acres along John Day River Road.
Member of North Coast Watershed Association, Board of Directors.
Member of Fernhill Community Water System Board of Directors.
MS Geology, Northern Arizona University, Flagstaff, AZ.
U.S. Geological Survey, Hydrologist, retired after 37 yr.
Knowledgeable on geology, hydrology, geomorphology, geologic hazards, water quality, mapping and reading maps, data collection and analysis, monitoring environmental variables, watershed restoration, and small water systems.

Please complete other side →

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

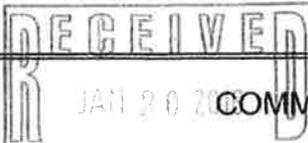
Rural home ownership and getting to know neighbors plus being engaged in the operation of the Fernhill small water system have given me broad exposure to issues and opinions on land use, water system and septic system maintenance, and county infrastructure vulnerabilities. I serve on the North Coast Watershed Association (NCWA) Board and am Vice Chair of the Nicolai-Wickiup Watershed Council. The NCWA is a nonprofit dedicated to watershed restoration especially for improving fish habitat through collaborations with many diverse stakeholder groups (Timber companies, fishers, residents, environmental organizations, schools, counties, cities, etc). Through my experiences in these community activities I have gained an understanding of many of the planning issues and the range of opinions regarding them in Clatsop County. My attendance at many Planning Commission meetings and other county meetings has enlightened me on the way the meetings run and the mission and function of the commission.

My professional background and community engagement since moving to Clatsop County have given me the skills and abilities to carryout the duties of a Planning commissioner and to work effectively with the other commissioners. If I can be of service, please appoint me.

Christopher Farrar

Signature

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



COMMITTEE, BOARD OR COMMISSION APPLICATION
CLATSOP COUNTY

By _____

Date: 20 January 2016

GAIL HENRIKSON
Name

673 ALAMEDA Avenue
Mailing Address

Astoria, OR 97103
City

Street Address: 673 ALAMEDA Ave. Email: Planning-Goddess@yahoo.com
ASTORIA, OR 97103

Home Telephone: 386-852-5296 Other Telephone: _____
(work cell phone)

Current Occupation: CASHIER - ASTORIA AQUATIC CENTER

Years Resident of County: LESS THAN 1 yr.

Do you live within the city limits: Yes No

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

Committee, Board of Commission Applied for:

1. Planning Commission

2. _____

3. _____

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

- Master's degree in Urban and Regional Planning - UNIVERSITY OF WISCONSIN
- Former Director of Planning & Zoning - City of New Smyrna Beach, FL (2010-2015)
- Practicing Planner in Florida (1998-2015)

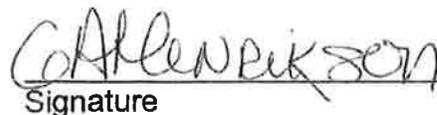
- Historic Preservation Planner - Taliesin Preservation Commission (1997-1998)

• AICP certified since 2000

Please complete other side

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

AS A NEWLY RELOCATED RESIDENT OF ASTORIA AND CLATSOP COUNTY, I AM EAGER TO BE INVOLVED IN AND CONTRIBUTE TO MY NEW COMMUNITY. AS SOMEONE WHO HAS BEEN A FORMER PLANNING DIRECTOR AND PRACTICING PLANNER FOR THE PAST 19 YEARS, I HAVE A KEEN INTEREST IN HOW COMMUNITIES AND REGIONS DEVELOP. THIS INTEREST INCLUDES NOT ONLY A LAND USE PERSPECTIVE, BUT SOCIAL AND ECONOMIC ASPECTS AS WELL. AS SOMEONE WITH EXTENSIVE EXPERIENCE WORKING IN LOCAL GOVERNMENT (ALBET IN ANOTHER STATE) I BELIEVE MY KNOWLEDGE, SKILLS, AND PROFESSIONALISM WOULD BE AN ASSET TO THE CITIZENS OF CLATSOP COUNTY AND TO THE PLANNING COMMISSION


Signature

**Return Form To: County Manager's Office
800 Exchange St., Ste. 410
Astoria, OR 97103
Fax: 325-8325**

COMMITTEE, BOARD OR COMMISSION APPLICATION
CLATSOP COUNTY

Date: May 31, 2016

Melissa Liebert
Name

87722 Lewis & Clark Rd
Mailing Address

Astoria
City



Street Address: 87722 Lewis & Clark Rd Email: melissa.liebert@gmail.com

Home Telephone: 503-298-4433 Other Telephone: 541-510-7654
 work cell phone)

Current Occupation: GIS Manager and Cartographer

Years Resident of County: 2

Do you live within the city limits: Yes No

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

Committee, Board of Commission Applied for:

1. Planning Commission
2. _____
3. _____

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

I graduated from Oregon State University with a Bachelor's degree in Anthropology and a Graduate Certificate in Geographic Information Sciences (GIS). After graduation, I worked for the Warm Spring tribe in Central Oregon where I was an archaeologist and review and compliance coordinator. In this position, I reviewed technical documents from a variety of local, state, and federal agencies to ensure they were in compliance with both tribal and federal regulations and laws. I currently live in Clatsop County but work within the Wahkiakum County Building and Planning Department in Washington as the county's Geographic Information Science's (GIS) manager.

Please complete other side →

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

I have been interested in participating in a community led group for some time now. I love Clatsop County and want to see it progress forward in a beneficial and sustainable way. The Clatsop County Planning Commission has a significant influence on the direction of the county, and I want to help with the process. I have experience working with comprehensive plans, technical documents, and reading and understanding ordinances. I have lived in large and small counties and communities, and I understand that it can be difficult to reach development decisions that can benefit all those living within the county borders. Lastly, I can appreciate the unique cultures and stakeholders that live across the county and want to help all of those groups reap as much benefit from living in both rural and urban Clatsop County. Thank you for considering my application.



Signature

**Return Form To: County Manager's Office
800 Exchange St., Ste. 410
Astoria, OR 97103
Fax: 325-8325**

email: commissioners@co.clatsop.or.us

COMMITTEE, BOARD OR COMMISSION APPLICATION
CLATSOP COUNTY

Date: June 7, 2016

George McCartin

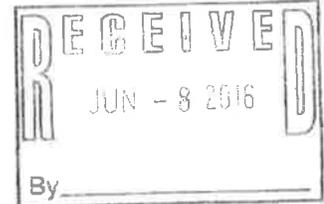
Name

490 Franklin Ave.

Mailing Address

Astoria OR 97103-4435

City



Street Address: same as above

Email: george@takelma.com

Home Telephone: 503-338-3304

Other Telephone: 503-338-3304

work cell phone)

Current Occupation: Property Manager

Years Resident of County: 9

Do you live within the city limits: Yes No

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

Committee, Board of Commission Applied for:

1. Planning Commission
2. _____
3. _____

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

University of Louvain, Belgium, M.A. (Edu)

Golden Gate University, School of Law, J.D.

For over 12 years I represented applicants in various applications on land use issues covered by the Jackson County and State of Oregon Comprehensive Plans and related ordinances. This included representation at the administrative level and on appeals to the hearing officer. I represented individuals in the urban area as well as in rural situations.. My current work as a property manager, involves the same representation both in Oregon and California.

Please complete other side →

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

My time is available to serve on the Planning Commission. My education and experience is relevant to the position. Therefore, I would offer my service to the people of Clatsop County for this purpose.

A handwritten signature in black ink, appearing to read "J. M. Smith", is written over a horizontal line within a rectangular box.

Signature

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

COMMITTEE, BOARD OR COMMISSION APPLICATION
CLATSOP COUNTY

Date: June 1, 2016

Jacqueline K Pressly

Name

88619 Lewis and Clark Road

Mailing Address

Astoria

City



Street Address: 88619 Lewis and Clark Road

Email: prjacque@gmail.com

Home Telephone: 503-325-2772

Other Telephone: 303-941-0206

work cell phone)

Current Occupation: Owner of All Critters Pet Sitter, President of Angels For Sara Sanctuary

Years Resident of County: 5

Do you live within the city limits: Yes No

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

Committee, Board of Commission Applied for:

1. Full term July 2015- June 2019
2. Full term July 2015 - June 2019
3. Vacant Seat ends June 2018

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

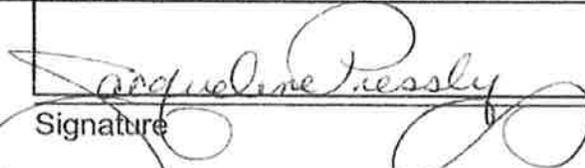
I have an Associates in Executive Office Admin with a Minor in Legal Secretary 1995
I am currently working on my certification as a Professional Pet Sitter
Certified Business to Government Specialist 2008
Professional Sign Making 2007
Insurance and Securities School of Colorado 2006
Medical Insurance Billing and Coding 2002
Records and Information Management 2002
MTA Truck Driving 1995

Please complete other side →

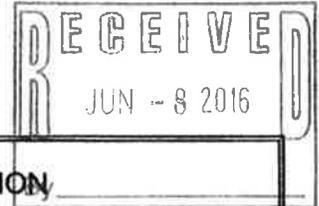
Describe your interest in serving on this Board, Committee or Commission:

I moved here from Colorado 5 years ago and I fell in love with this area. I am proud of what it stands for and represents. I would love to be able to give back to the county by taking part in the planning and growth.

I worked for almost 12 years in municipal government working for small towns and have served on several boards. I know how meetings work and how very important it is having the right people serving on the board. It is a position to be taken very seriously and to take the time to study and know what is being presented before them. It is a place where one needs to listen and get all the facts, and then find a way to balance the different interests that are being presented.


Signature

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



COMMITTEE, BOARD OR COMMISSION APPLICATION
CLATSOP COUNTY

Date: 6/8/2016

Mindy Stokes
Name

922587 Walluski Loop
Mailing Address

Astoria
City

Street Address: _____ Email: msmindystokes@gmail.com

Home Telephone: 503-338-9354 Other Telephone: _____
 work cell phone)

Current Occupation: Clatsop Care Memory Community Administrator

Years Resident of County: 9

Do you live within the city limits: Yes No

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

Committee, Board of Commission Applied for:

1. Planning Commission
2. _____
3. _____

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

I served on the Astoria Co-op's Board for 4 years, then on KMUN's Board for a year. I am on the Alzheimer's Task Force and served on the Human Services Advisory Council for a short time. In 2009 I was a member of the Clatsop Community College Leadership Forum. Currently I am Administrator of Clatsop Care Memory Community in Warrenton. As a member of all of these boards and committees, I have accrued skills that allow me to conduct business in a professional manner as I work with other members of the community.

Please complete other side →

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

When I arrived in Astoria in October of 2007, the vacancy rate for rental properties was quite low. I had very few options to choose from when picking a home for my family. We eventually purchased a home in downtown Astoria where we resided for eight years. Last October, we moved to Walluski Loop.

At this time we have renters living in our Astoria home, It took only five days to rent our house in the first part of November 2015. Our property was listed on Craigslist and we had dozens of interested parties within minutes of posting the listing. We had to turn away multiple potential renters desperate for housing.

I began my current position with the Clatsop Care Health District last year. As Administrator of the memory care unit, I was charged with hiring staff. I interviewed qualified candidates from Portland, whom I wanted to hire, but didn't because they couldn't find housing in Clatsop County. In fact, I had to wait four months for a sous chef because the company we hired to provide food service could not locate housing for employees.

I have illustrated multiple perspectives of being a renter, landlord, and employer regarding needed housing in Clatsop County for working families. I appreciate that I live in a place where development is thoughtfully deliberated upon before decisions are made. Before moving to Astoria, I lived in Pinellas County, Florida. Ninety two percent of Pinellas County is developed. It is extremely difficult to drive anywhere without sitting in traffic for hours. Quality of life is severely impacted because of the seemingly endless strip malls, concrete, and asphalt. I appreciate Oregon because of all of the green space.

I recognize that growth must happen and that it must be done in a thoughtful manner. I do not want to see Clatsop County developed in ways that impede quality of life. I do recognize that development must occur so that we can adequately house the workers who make up this lovely county.

I would like to be a part of this meaningful discussion as Clatsop County continues to grow.

Thank you for your consideration,
Mindy Stokes



Signature

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

COMMITTEE, BOARD OR COMMISSION APPLICATION
CLATSOP COUNTY

Date: February 7, 2016

Ms. Kyle K. Walker
Name _____

91585 Smith Lake Road
Mailing Address _____

Warrenton, Oregon 97146
City _____

Street Address: Same Email: walkerkk@msn.com

Home Telephone: 503-861-8341 Other Telephone: 503-970-1151 (preferred)
 work cell phone

Current Occupation: Volunteer/Former Local Elected Official/Former Public Sector Executive

Years Resident of County: 8

Do you live within the city limits: Yes No

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

Committee, Board of Commission Applied for:

1. Planning Commission
2. _____
3. _____

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

See Resume Attached

Recently Elected to the Smith Lake Improvement Association Board of Directors

Please complete other side →

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

As an experienced public and private sector manager and volunteer for several non-profit boards, I have experience and an appreciation for the complex issues and challenges facing Clatsop County. Experience in the following areas: Transportation, Utilities, Emergency Management, Fish and Wildlife, Education, Municipal Services, Historic Preservation & Economic Development.

I would like to invest my skills to support positive community building and get better acquainted with friends and neighbors now that I am a permanent resident of the North Coast.

Having served as a local elected official, I understand the importance of providing elected officials with meaningful input and options, together with thoughtful deliberation to support informed decision making. I am eager to lend a hand and be a proactive partner.

Kyle H. Walker

Signature

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

(Ms.) Kyle K. Walker
91585 Smith Lake Road
Warrenton, Oregon 97146
503.970.1151 (cell)
walkerkk@msn.com

CAREER HISTORY

Organizational Excellence

Strategic Planning and Policy Development
Mission, Vision, Value, Goal Setting
Organizational Assessment and Development
Process Design and Service Improvement
Performance Measurement and Benchmarks
Risk Management and Emergency Management

Administrative Management

Budget, Financial and Capital Planning
Workforce Management and Development
Leadership Development and Succession Planning
Position Classification and Salary Studies
Employee Recruitment, Training and Retention
Training, Facilitation, Coaching, Consulting
Program, Systems, Procedure Development
Enterprise Project Management and Feasibility Studies
Best Practice Standards, Rules, Statute, Policy, Regulatory Compliance
Data Collection and Research
Employee and Labor Relations
Contracts and Grants Administration

Public Affairs & Communications

Government and Legislative Relations
Community and Media Relations
Stakeholder Engagement and Citizen Involvement
Advisory Boards and Commissions
Elections and Ballot Measures
Surveys and Polling
Communications, Marketing, Brand Management

Chair/School Board Director – North Clackamas School District Elected Policy Leader for Oregon’s Fifth Largest School District (2009 –2015)

Elected policy leader accountable for setting district policy, legislative strategies, collective bargaining and benefits agreements, budget and education curriculum. Established a district vision, adopted a strategic plan, analyzed performance data to measure student achievement and Superintendent Performance. Served on the budget and policy committees.

Chief Executive Officer - Oregon Travel Experience Administration of a Semi-Independent State Agency (2012 –2014)

Agency director charged with utilizing an entrepreneurial approach to delivering services which promote public safety on state highways, preserving recreational value of public travel and promoting local tourism and economic prosperity. Led multiple operating areas: human resources, highway signs and rest area/facility operations, budget/accounting/finance, IT support, communications and marketing, heritage programs, policy/procurement/contracts, legislative relations, state and federal regulatory compliance and risk management.

Strategic Planning Manager – Portland General Electric Regional Utility Management (2005 –2010)

Responsible for the design and implementation of a new corporate business continuity and emergency management program. Designed and monitored emergency response plans and training. Conducted risk assessments and business impact analysis to identify service gaps and vulnerabilities. Served as government affairs representative responsible for coordinating franchise agreements and establishing relationships with government officials and community leaders to solve local service and economic development issues.

Assistant (to the) City Manager – City of Gresham Administration of Municipal Government Services (2000- 2005)

Member of the Executive Team responsible for administration of city government business including developing the annual operating budget, workforce development, meeting state and federal regulations, city policies, performance benchmarks and City Council goals. Directed strategic planning, community involvement, community mediation, communications and public affairs functions. City-wide project management responsibilities included: budget and financial planning, economic development, long range planning, human resources and public safety initiatives. Managed the design and implementation of the city performance measurement system, progress reporting, process improvement and service efficiency across the enterprise.

Testimonials

"Kyle Walker is a gifted systems planner and thinker. She is highly skilled at assessing a situation, department, or an overall organization. Based upon this evaluation, Kyle will identify efficiencies within the system as well as points of drag and develop a comprehensive plan for improving the overall operation."

Matt Utterback, Superintendent,
North Clackamas School District

"Kyle and I served on the North Clackamas Education Foundation board at a time of need to transform and expand the group to a cohesive body with concrete goals to meet the many needs of students and teachers in the district. I came to appreciate her ability to facilitate consensus, manage change and design a strategic foundation with achievable goals."

Patti Whitney-Wise, Executive
Director Oregon Hunger Relief Task
Force/Partners for Hunger-Free
Oregon

"She has an excellent grasp on how things work, where to find resources inside and outside the company. Knowing she is working to improve resiliency and preparedness makes me sleep a little easier at night."

Steve Hawke, former Senior Vice
President, Portland General Electric

"In her role, Kyle is successful in moving the organization forward by facilitating processes to obtain meaningful input for elected officials and managers, creating roadmaps and facilitating events to create strategic goals and objectives and evaluating results."

Erik Kvarsten, City Manager, City of
Gresham

"She is professional, caring, and such an asset to the agency. We would not have made such successful progress without her remarkable skills."

Jim Greer, former Agency Director,
Oregon Department of Fish and
Wildlife

Department Director – Oregon Department of Fish and Wildlife Administration of State Agency Services (1995 –1999)

Member of the Executive Team responsible for administration of state government business developing the annual operating budget, workforce development, legislative and intergovernmental relations, meeting state and federal regulations and performance management. Directed customer service, strategic planning, public affairs, communications, marketing, sport and wildlife education and recreation programs. Responsible for drafting and monitoring state and federal grants and coordination of intergovernmental agreements. Represented the agency on state-wide task forces and legislative committees.

EDUCATION

Coaching for Educational Equity Training Program – Oregon Center for Educational Equity, Portland, Oregon

Utility Management Program – Willamette University, Portland, Oregon

Master of Arts, Western Washington University – Bellingham, Washington

Study Abroad, Nanjing University – People's Republic of China

Bachelor of Arts, Western Washington University – Bellingham, Washington

AFFILIATIONS & COMMUNITY SERVICE

2009 – 2015 Member: National School Board Association; Oregon School Board Association

2010 – 2010 Private Sector Energy Preparedness Task Force– Homeland Security & Edison Electric

2009 – 2010 Steering Committee Member: Edison Electric Business Continuity Committee

2006 – 2009 Chair/Board Member: North Clackamas Education Foundation

2006 – 2008 Board Member: Children First for Oregon

2005 – 2007 Committee Member: Metro Regional Planning Council Technical Advisory Committee

1988 – 2005 Member: International City Manager's Association

1999 – 2004 Board Member: Girl Scouts – Oregon & SW Washington Council

1995 – 1999 Education Committee Member: International Assoc. of Fish and Wildlife Agencies

Additional Work History and References Available

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

June 22, 2016

Issue/Agenda Title: Adoption of Fiscal Year 2016-17 County Budget

Category: Business Agenda

Prepared By: Monica Steele, Budget & Finance Director

Presented By: Monica Steele, Budget & Finance Director

Issue before the Commission: In accordance with Oregon Local Budget Law, the final step in our annual budget process is to adopt the Budget as approved or with any adjustments the Board wants to make based on testimony received at the budget hearing or on new information.

Staff is requesting your approval of adjustments requested by the County Manager to budgets based on information that was not available when the budget was approved by the Budget Committee in May. These adjustments which fall within the limits of Oregon Budget Law include:

- An additional \$91,720 is being appropriated in the Mental Health Organizational Unit (033/7152) for Mental Health services; these are pass-thru monies and are offset with an equal amount of state grant revenue.
- An additional change that has zero impact on the approved budget is reallocating appropriation authority in the General Fair Operations Fund (150/9300) from the category of Contingency to the category of Materials and Services in the amount of \$60,000; as well as reallocating appropriation authority in the Emergency Management Organizational Unit within the General Fund (001/2750) from Materials & Services to Personnel Services in the amount of \$58,610 in order to increase FTE by .6
- An additional \$448,830 in appropriation authority is being appropriated in the Special Projects Organizational Unit (100/2000) of the Capital Projects Fund. This appropriation authority is to carry forward projects from the 2015/16 FY that were not completed. The unspent revenues associated with these funds will roll over into the 2016/17 FY beginning balance.

- The final change is a reduction of \$61,150 which is a result of discontinuing use of the Jail Commissary Fund (140/9100) and utilizing the existing third party contract already in place to reduce a redundancy in work performed.

A detailed summary of the requested adjustments is attached.

Informational Summary: At its meeting of May 9, 2016, the Clatsop County Budget Committee approved the County's 2016-17 annual budget. The Board held a hearing to receive comments from the public on the Approved Budget on June 8, 2016.

It is necessary that you formally adopt the County's Budget at this meeting in order to comply with Local Budget Law. The attached resolution and order adopts the 2016-17 County Budget of \$57,596,250 (There are unappropriated fund balances of \$1,507,900 in the General Fund, \$3,517,970 in the Special Projects Fund, and \$1,608,110 in the General Roads Fund), imposes and categorizes the taxes provided for in the Approved Budget at the rate of \$1.5338 per \$1,000 of assessed value of all taxable property within Clatsop County for operations and at the rate of \$.05 per \$1,000 of assessed value for local option levy and makes appropriations in accordance with Oregon Local Budget Law. It reflects the budget as approved by the Budget Committee with the exception of adjustments staff is proposing as described on the attachment.

If the Board wants to make additional adjustments to the Budget, the resolution will be revised accordingly. Oregon Budget Law limits governing bodies to increases in approved budget expenditures to \$5,000 or 10 percent of the fund, whichever is greater. Adoption of this resolution represents the Board's final action in the annual budget process.

Fiscal Impact: The 2016-17 Approved County Budget with proposed adjustments totals \$57,596,250 (There are unappropriated fund balances of \$1,507,900 in the General Fund, \$3,517,970 in the Special Projects Fund, and \$1,608,110 in the General Roads Fund).

Options to Consider:

- 1) Adopt the budget as presented and approved by the budget committee, with staff recommended changes.
- 2) Adopt an adjusted budget within Oregon Budget Law approved limits for the governing body.
- 3) There are no other options to consider

Staff Recommendation: Option #1

Recommended Motion: "I move that the Board approve the resolution adopting the Budget for 2016-17 by organizational unit, imposing taxes, categorizing taxes and making appropriations for Clatsop County as approved by the Budget Committee with the staff recommended changes."

Attachment List:

- 1) Resolution and Order Adopting the Budget for 2016-17, Imposing Taxes, Categorizing Taxes and Making Appropriations for Clatsop County;
- 2) FY 2016-17 Budget Approved Appropriations Report – Exhibit A

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF ADOPTING THE)
 BUDGET FOR 2016-17, IMPOSING)
 TAXES, CATEGORIZING TAXES AND) RESOLUTION AND ORDER
 MAKING APPROPRIATIONS FOR)
 CLATSOP COUNTY)

IT IS HEREBY RESOLVED AND ORDERED that the Board of County Commissioners, governing body of Clatsop County, Oregon, hereby adopts the Clatsop County Budget by organizational unit, for all funds approved by the Clatsop County Budget Committee and adjusted per ORS 294.456 for 2016-17 in the total sum of \$64,854,800 of which \$57,596,250 is appropriated and

IT IS FURTHER RESOLVED AND ORDERED that the amounts for the Fiscal Year beginning July 1, 2016 and for the purposes shown in Exhibit A, attached hereto and by this reference incorporated herein, are hereby appropriated; and

IT IS FURTHER RESOLVED AND ORDERED that the Board of County Commissioners hereby imposes the taxes provided for in the Adopted Budget at the rate of \$1.5338 per \$1,000 of assessed value for operations and at the rate of \$.05 per \$1,000 of assessed value for local option levy and that these taxes are hereby imposed and categorized for the tax year 2016-17 upon the assessed value of all taxable property within Clatsop County. The following allocation and categorization as provided in ORS 310.060 make up the above taxes:

	SUBJECT TO THE GENERAL GOVERNMENT LIMITATION	EXCLUDED FROM THE LIMITATION
General Government	\$1.5338/\$1,000	-0-
Local Option Levy	\$.05/\$1,000	-0-

IT IS FURTHER RESOLVED AND ORDERED that the Notice of Property Tax Levy shall be filed with the Clatsop County Assessor and Clerk, together with a copy of the Adopted Budget.

DATED this 22nd day of June, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Scott Lee, Chair

All County Funds less service districts

Budget Adopted Appropriations (by Category)

Fund	Org ID	Organization Name	Personnel/ M&S/Capital	Debt Service	Special Payments	Transfers	Contingency	Total
001	General							
	0000	Discretionary Revenue	0	0	0	0	0	0
	1100	Board Of Commissioners	88,560	0	0	0	0	88,560
	1105	Brd of Property Tax Appeal	25,910	0	0	0	0	25,910
	1110	County Tourism	217,000	0	20,000	0	0	237,000
	1120	County Manager	346,490	0	0	0	0	346,490
	1125	Human Resources	365,380	0	0	0	0	365,380
	1150	Assessment & Taxation	1,511,860	0	0	23,000	0	1,534,860
	1155	Property Management	48,220	0	300	0	0	48,520
	1300	County Counsel	110,200	0	0	0	0	110,200
	1350	Clerk - Admin. & Elections	324,020	0	0	0	0	324,020
	1355	Clerk - Records	152,330	0	0	0	0	152,330
	1625	Budget & Finance	428,890	0	0	0	0	428,890
	1650	Information Systems	794,090	0	0	0	0	794,090
	1790	Building & Grounds	1,052,520	0	650	0	0	1,053,170
	1795	Parks Maintenance	208,980	0	600	0	0	209,580
	1940	Surveyor	211,800	0	0	0	0	211,800
	1990	Dues & Special Assessments	303,770	0	259,200	0	0	562,970
	2160	District Attorney	1,675,890	0	0	0	0	1,675,890
	2180	Medical Examiner	104,010	0	0	0	0	104,010
	2190	Sheriff Support Division	402,610	0	0	0	0	402,610
	2200	Sheriff Criminal Division	3,530,050	0	4,000	0	0	3,534,050
	2300	Corrections	2,970,050	0	0	0	0	2,970,050
	2325	Jail Nurse	418,110	0	0	0	0	418,110
	2340	Juvenile Department	852,440	0	39,000	0	0	891,440
	2350	Corrections Workcrew	241,650	0	0	0	0	241,650
	2700	Planning Division	583,080	0	0	0	0	583,080
	2750	Emergency Management	291,300	0	0	0	0	291,300
	2800	Animal Control	365,330	0	0	0	0	365,330
	9800	Transfers To Other Funds	0	0	0	1,923,180	0	1,923,180
	9900	Approp. For Contingency 1	0	0	0	0	1,989,400	1,989,400
		001 Total:	17,624,540	0	323,750	1,946,180	1,989,400	21,883,870
002	General Roads							
	3110	Road Admin. And Support	725,640	2,900	0	0	0	728,540
	3120	Road Maint & Construction	5,761,340	0	43,000	390,110	0	6,194,450
	9905	Approp. For Contingency 2	0	0	0	0	4,392,290	4,392,290
		002 Total:	6,486,980	2,900	43,000	390,110	4,392,290	11,315,280

All County Funds less service districts

Budget Adopted Appropriations (by Category)

Fund	Org ID	Organization Name	Personnel/ M&S/Capital	Debt Service	Special Payments	Transfers	Contingency	Total
004	County Clerk Records							
	1354	County Clerk Records	9,400	0	0	0	1,810	11,210
	004 Total:		9,400	0	0	0	1,810	11,210
007	Public Health							
	4110	Community Health	508,970	0	0	0	0	508,970
	4112	Tobacco Prevention	64,340	0	0	0	0	64,340
	4129	Immunization	14,040	0	0	0	0	14,040
	4130	Maternal & Child Health	59,360	0	0	0	0	59,360
	4133	Babies First	94,680	0	0	0	0	94,680
	4140	W I C Program	256,630	0	0	0	0	256,630
	4160	Family Planning	317,130	0	0	0	0	317,130
	4162	Ryan White Fund Grant	0	0	0	0	0	0
	4163	HIV Block Grant	0	0	0	0	0	0
	4168	Chronic Disease Prevention	0	0	0	0	0	0
	4169	Household Hazardous Waste	364,500	0	0	50,000	0	414,500
	4170	Emergency Preparedness	86,640	0	0	0	0	86,640
	4174	Onsite Sewage Systems	160,070	0	0	0	0	160,070
	4175	Environmental Health	216,020	0	0	0	23,850	239,870
	9915	Approp. For Contingency 7	0	0	0	0	35,590	35,590
	007 Total:		2,142,380	0	0	50,000	59,440	2,251,820
009	Child Support							
	2165	Child Support	196,180	0	0	0	38,740	234,920
	009 Total:		196,180	0	0	0	38,740	234,920
018	Juvenile Detention Center							
	2175	Juvenile Detention Center	0	0	0	0	0	0
	018 Total:		0	0	0	0	0	0
020	Juvenile Crime Prevention							
	2170	Juv Crime Prevention	43,730	0	0	0	34,600	78,330
	020 Total:		43,730	0	0	0	34,600	78,330
021	Commission on Child & Families							
	2346	Comm. on Children & Fam	0	0	0	0	0	0
	021 Total:		0	0	0	0	0	0

All County Funds less service districts

Budget Adopted Appropriations (by Category)

Fund	Org ID	Organization Name	Personnel/ M&S/Capital	Debt Service	Special Payments	Transfers	Contingency	Total
024	Parole & Probation Division							
	2385	Parole & Probation Division	1,830,580	0	587,960	0	1,075,960	3,494,500
		024 Total:	1,830,580	0	587,960	0	1,075,960	3,494,500
027	Marine Patrol							
	2245	Marine Patrol	293,830	0	0	0	57,830	351,660
		027 Total:	293,830	0	0	0	57,830	351,660
030	Drug Task Force							
	7145	Drug Task Force	0	0	0	0	0	0
		030 Total:	0	0	0	0	0	0
033	Mental Health Grants							
	7150	Developmental Disabilities	0	0	707,750	0	0	707,750
	7152	Mental Health	32,110	0	948,430	0	28,420	1,008,960
	7154	Drug & Alcohol Treatment	0	0	0	0	0	0
	7156	Drug & Alcohol Prevention	283,830	0	0	0	0	283,830
		033 Total:	315,940	0	1,656,180	0	28,420	2,000,540
036	Building Codes							
	7165	Building Codes	595,120	0	0	28,080	369,540	992,740
		036 Total:	595,120	0	0	28,080	369,540	992,740
039	Clatsop County Fisheries							
	8500	Clatsop County Fisheries	948,060	0	0	0	216,970	1,165,030
		039 Total:	948,060	0	0	0	216,970	1,165,030
100	Capital Projects							
	2000	Special Projects	2,061,560	0	0	490,000	500,000	3,051,560
	2002	Fleet Replacement	51,000	0	0	0	19,490	70,490
		100 Total:	2,112,560	0	0	490,000	519,490	3,122,050
102	General Roads Eq Replace							
	2001	Equipment Replacement	390,700	0	0	0	0	390,700
		102 Total:	390,700	0	0	0	0	390,700
105	Insurance Reserve							
	2105	Insurance Reserve	327,270	0	0	0	0	327,270
		105 Total:	327,270	0	0	0	0	327,270

All County Funds less service districts

Budget Adopted Appropriations (by Category)

Fund	Org ID	Organization Name	Personnel/ M&S/Capital	Debt Service	Special Payments	Transfers	Contingency	Total
120	Land Corner Preservation							
	1941	Surveyor - Land Corner 120	62,970	0	0	0	239,030	302,000
	120	Total:	62,970	0	0	0	239,030	302,000
140	Jail Commissary Fund							
	9100	Jail Commissary	25,000	0	0	0	0	25,000
	140	Total:	25,000	0	0	0	0	25,000
150	Fair Board							
	9300	Fair General Operation	833,870	0	0	0	734,240	1,568,110
	150	Total:	833,870	0	0	0	734,240	1,568,110
205	Child Custody Mediation & Drug Pi							
	5705	Child Custody Mediation	48,410	0	0	0	81,310	129,720
	205	Total:	48,410	0	0	0	81,310	129,720
206	Video Lottery Fund							
	5710	Video Lottery	17,800	0	75,000	229,230	0	322,030
	206	Total:	17,800	0	75,000	229,230	0	322,030
208	Liquor Enforcement Fund							
	5715	Liquor Enforcement	0	0	0	100	0	100
	208	Total:	0	0	0	100	0	100
209	Courthouse Security							
	5720	Courthouse Security	74,210	0	0	4,000	137,630	215,840
	209	Total:	74,210	0	0	4,000	137,630	215,840
225	Bike paths							
	5805	Bike Paths	100	0	0	0	396,070	396,170
	225	Total:	100	0	0	0	396,070	396,170
230	Law Library							
	5810	Law Library	48,780	0	0	0	16,060	64,840
	230	Total:	48,780	0	0	0	16,060	64,840
235	Animal Shelter Donations							
	2810	Animal Shelter Enhance.	54,000	0	0	0	116,060	170,060
	235	Total:	54,000	0	0	0	116,060	170,060

All County Funds less service districts

Budget Adopted Appropriations (by Category)

Fund	Org ID	Organization Name	Personnel/ M&S/Capital	Debt Service	Special Payments	Transfers	Contingency	Total
240		Park & Land Acq. & Maint						
	5815	Parks & Land Acq. Maint	212,200	0	0	45,000	835,680	1,092,880
		240 Total:	212,200	0	0	45,000	835,680	1,092,880
250		Emergency Communication						
	5820	Emergency Communication	0	0	0	0	0	0
		250 Total:	0	0	0	0	0	0
305		State Timber Enforcement Fund						
	5828	State Timber Enforcement	97,800	0	0	0	374,320	472,120
		305 Total:	97,800	0	0	0	374,320	472,120
315		Carlyle Apartments						
	5842	Carlyle Apartments	0	0	0	0	0	0
		315 Total:	0	0	0	0	0	0
325		Industrial Development Revolving						
	5836	Industrial Develop.Revolving Fund	120,900	0	0	0	3,826,330	3,947,230
		325 Total:	120,900	0	0	0	3,826,330	3,947,230
400		Debt Service Fund						
	5855	Debt Service	0	186,400	0	0	178,320	364,720
		400 Total:	0	186,400	0	0	178,320	364,720
405		Bond & UAL Reserve Fund						
	5860	Bond & UAL Reserve Fund	0	0	0	0	905,510	905,510
		405 Total:	0	0	0	0	905,510	905,510
		Totals:	34,913,310	189,300	2,685,890	3,182,700	16,625,050	57,596,250

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

June 22, 2016

Issue/Agenda Title: Adoption of Fiscal Year 2016-2017 Budget for Clatsop County 4-H & Extension Special Service District

Category: Business Agenda

Prepared By: Monica Steele, Budget & Finance Director

Presented By: Monica Steele, Budget & Finance Director

Issue Before the Commission: In accordance with Oregon Local Budget Law, the final step in our annual budget process is to adopt the Budget as approved or with any adjustments the Board wants to make based on testimony received at the budget hearing or on new information.

Informational Summary: At its meeting of May 11, 2016, the Clatsop County 4-H & Extension Special Service District Budget Committee approved the District's 2016-2017 annual budget. The Board held a hearing to receive comments from the public on the Approved Budget on June 8, 2016.

It is necessary that you formally adopt the Clatsop County 4-H & Extension Special Service District Budget at this meeting in order to comply with Local Budget Law. The attached resolution and order adopts the 2016-2017 Clatsop County 4-H & Extension Special Service District Budget of \$647,950, imposes and categorizes the taxes provided for in the Approved Budget at the rate of \$0.0534 per \$1,000 of assessed value of all taxable property within Clatsop County and makes appropriations in accordance with Oregon Local Budget Law. It reflects the budget as approved by the Budget Committee.

If the Board wants to make adjustments to the Budget, the resolution will be revised accordingly. Oregon Budget Law limits governing bodies to increases in approved budget expenditures to \$5,000 or 10 percent of the fund, whichever is greater. Adoption of this resolution represents the Board's final action in the annual budget process.

Fiscal Impact: The 2016-2017 Approved Clatsop County 4-H & Extension Special Service District Budget totals \$647,950.

Options to Consider:

- 1) Adopt the budget as presented and approved by the Budget Committee.

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON, GOVERNING BODY OF THE
CLATSOP COUNTY 4-H AND EXTENSION SERVICE SPECIAL DISTRICT

IN THE MATTER OF ADOPTING THE)
BUDGET FOR 2016-17, IMPOSING TAXES,)
CATEGORIZING TAXES AND MAKING) RESOLUTION AND ORDER
APPROPRIATIONS FOR CLATSOP COUNTY)
4-H & EXTENSION SERVICE SPECIAL)
DISTRICT)

IT IS HEREBY RESOLVED AND ORDERED that the Board of County Commissioners, governing body of the Clatsop County 4-H and Extension Service Special District, hereby adopts the Clatsop County 4-H and Extension Service Special District Budget by organizational unit in the sum of \$647,950; and

IT IS FURTHER RESOLVED AND ORDERED that the amount for the fiscal year beginning July 1, 2016 and for the purposes shown in Exhibit A, attached hereto and by this reference incorporated herein, is hereby appropriated; and

IT IS FURTHER RESOLVED AND ORDERED that the taxes provided for in the adopted Budget at the rate of \$.0534 per \$1,000 of assessed value for operations are hereby imposed and categorized for the tax year 2016-17 upon the assessed value of all taxable property within said District. The following allocations and categorization as provided in ORS 310.060 make up the above taxes:

	Subject to the General Government Limitation		Excluded from the Limitation
General Government	\$.0534/\$1,000		-0-

IT IS FURTHER RESOLVED AND ORDERED that the Notice of Property Tax Levy shall be filed with the Clatsop County Assessor and Clerk, together with a copy of the Adopted Budget.

DATED this 22nd day of June 2016.

BOARD OF COUNTY COMMISSIONERS FOR
CLATSOP COUNTY, OREGON GOVERNING
BODY OF CLATSOP COUNTY 4-H AND
EXTENSION SERVICE SPECIAL DISTRICT

Scott Lee, Chair

Schedule A
4-H Extension District

4-H & Extension District Fund/395	
4-H & Extension District/5850	
Personnel/M&S/Capital	\$457,320
Debt Service	\$0
Special Payments	\$0
Transfers	\$0
Contingency	\$190,630
Total Appropriations:	\$647,950

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

June 22, 2016

Issue/Agenda Title: Adoption of Fiscal Year 2016-17 Budget for Clatsop County Rural Law Enforcement District

Category: Business Agenda

Prepared By: Monica Steele, Budget & Finance Director

Presented By: Monica Steele, Budget & Finance Director

Issue Before the Commission: In accordance with Oregon Local Budget Law, the final step in our annual budget process is to adopt the Budget as approved or with any adjustments the Board wants to make based on testimony received at the budget hearing or on new information.

Informational Summary: At its meeting of May 11, 2016, the Clatsop County Rural Law Enforcement District Budget Committee approved the District's 2016-17 annual budget. The Board held a hearing to receive comments from the public on the Approved Budget on June 8, 2016.

It is necessary that you formally adopt the Clatsop County Rural Law Enforcement District Budget at this meeting in order to comply with Local Budget Law. The attached resolution and order adopts the 2016-17 Clatsop County Rural Law Enforcement District Budget of \$2,914,140 (there is an unappropriated fund balance of \$1,473,350), imposes and categorizes the taxes provided for in the Approved Budget at the rate of \$0.7195 per \$1,000 of assessed value of all taxable property within Clatsop County and makes appropriations in accordance with Oregon Local Budget Law. It reflects the budget as approved by the Budget Committee.

If the Board wants to make additional adjustments to the Budget, the resolution will be revised accordingly. Oregon Budget Law limits governing bodies to increases in approved budget expenditures to \$5,000 or 10 percent of the fund, whichever is greater. Adoption of this resolution represents the Board's final action in the annual budget process.

Fiscal Impact: The 2016-17 Approved Clatsop County Rural Law Enforcement District Budget totals \$2,914,140 (with an unappropriated ending fund balance of \$1,473,350).

Options to Consider:

- 1) Adopt the budget as presented and approved by the Budget Committee.

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON, GOVERNING BODY OF THE
CLATSOP COUNTY RURAL LAW ENFORCEMENT DISTRICT

IN THE MATTER OF ADOPTING THE)
BUDGET FOR 2016-17, IMPOSING TAXES,)
CATEGORIZING TAXES AND MAKING) RESOLUTION AND ORDER
APPROPRIATIONS FOR CLATSOP COUNTY)
RURAL LAW ENFORCEMENT DISTRICT)

IT IS HEREBY RESOLVED AND ORDERED that the Board of County Commissioners, governing body of the Clatsop County Rural Law Enforcement District, hereby adopts the Clatsop County Rural Law Enforcement District Budget by organizational unit in the total sum of \$4,387,490 of which \$2,914,140 is appropriated; and

IT IS FURTHER RESOLVED AND ORDERED that the amount for the fiscal year beginning July 1, 2016 and for the purposes shown in Exhibit A, attached hereto and by this reference incorporated herein, is hereby appropriated; and

IT IS FURTHER RESOLVED AND ORDERED that the taxes provided for in the adopted Budget at the rate of \$0.7195 per \$1,000 of assessed value for operations are hereby imposed and categorized for the tax year 2016-17 upon the assessed value of all taxable property within said District. The following allocations and categorization as provided in ORS 310.060 make up the above taxes:

	Subject to the General Government Limitation		Excluded from the Limitation
General Government	\$0.7195/\$1,000		-0-

IT IS FURTHER RESOLVED AND ORDERED that the Notice of Property Tax Levy shall be filed with the Clatsop County Assessor and Clerk, together with a copy of the Adopted Budget.

DATED this 22nd day of June 2016.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON,
GOVERNING BODY OF THE CLATSOP
COUNTY RURAL LAW ENFORCEMENT
DISTRICT

Scott Lee, Chair

Schedule A
Rural Law Enforcement District

Rural Law Enforcement District Fund/005	
Rural Law Enforcement District/2191	
Personnel/M&S/Capital	\$2,624,760
Debt Service	\$0
Special Payments	\$26,000
Transfers	\$0
Contingency	\$263,380
Total Appropriations:	\$2,914,140

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

June 22, 2016

Issue/Agenda Title: Adoption of Fiscal Year 2016-17 Budget for Clatsop County Road District Number 1

Category: Business Agenda

Prepared By: Monica Steele, Budget & Finance Director

Presented By: Monica Steele, Budget & Finance Director

Issue Before the Commission: In accordance with Oregon Local Budget Law, the final step in our annual budget process is to adopt the Budget as approved or with any adjustments the Board wants to make based on testimony received at the budget hearing or on new information.

Informational Summary: At its meeting of May 11, 2016, the Clatsop County Road District Number 1 Budget Committee approved the District's 2016-17 annual budget. The Board held a hearing to receive comments from the public on the Approved Budget on June 8, 2016.

It is necessary that you formally adopt the Clatsop County Road District Number 1 Budget at this meeting in order to comply with Local Budget Law. The attached resolution and order adopts the 2016-17 Clatsop County Road District Number 1 Budget of \$3,513,300 imposes and categorizes the taxes provided for at the rate of \$1.0175 per \$1,000 of assessed value of all taxable property within Clatsop County and makes appropriations in accordance with Oregon Local Budget Law. It reflects the budget as approved by the Budget Committee.

If the Board wants to make adjustments to the Budget, the resolution will be revised accordingly. Oregon Budget Law limits governing bodies to increases in approved budget expenditures to \$5,000 or 10 percent of the fund, whichever is greater. Adoption of this resolution represents the Board's final action in the annual budget process.

Fiscal Impact: The 2016-17 Approved Clatsop County Road District Number 1 Budget totals \$3,513,300.

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON, GOVERNING BODY OF THE
CLATSOP COUNTY ROAD DISTRICT NUMBER 1

IN THE MATTER OF ADOPTING THE)
BUDGET FOR 2016-17, IMPOSING TAXES,)
CATEGORIZING TAXES AND MAKING) RESOLUTION AND ORDER
APPROPRIATIONS FOR CLATSOP COUNTY)
ROAD DISTRICT NUMBER 1)

IT IS HEREBY RESOLVED AND ORDERED that the Board of County Commissioners, governing body of the Clatsop County Road District Number 1, hereby adopts the Clatsop County Road District Number 1 Budget by organizational unit in the sum of \$3,513,300; and

IT IS FURTHER RESOLVED AND ORDERED that the amount for the fiscal year beginning July 1, 2016 and for the purposes shown in Exhibit A, attached hereto and by this reference incorporated herein, is hereby appropriated; and

IT IS FURTHER RESOLVED AND ORDERED that the taxes provided for in the adopted Budget at the rate of \$1.0175 per \$1,000 of assessed value for operations are hereby imposed and categorized for the tax year 2016-17 upon the assessed value of all taxable property within said District. The following allocations and categorization as provided in ORS 310.060 make up the above taxes:

	Subject to the General Government Limitation		Excluded from the Limitation
General Government	\$1.0175/\$1,000		-0-

IT IS FURTHER RESOLVED AND ORDERED that the Notice of Property Tax Levy shall be filed with the Clatsop County Assessor and Clerk, together with a copy of the Adopted Budget.

DATED this 22nd day of June 2016.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON,
GOVERNING BODY OF CLATSOP COUNTY
ROAD DISTRICT NUMBER 1

Scott Lee, Chair

Schedule A
Road District No. 1

Road District No. 1 Fund/300	
Road District No. 1 Fund/5825	
Personnel/M&S/Capital	\$2,460
Debt Service	\$0
Special Payments	\$3,510,840
Transfers	\$0
Contingency	\$0
Total Appropriations:	\$3,513,300

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

June 22, 2016

Issue/Agenda Title: Adoption of Fiscal Year 2016-17 Budget for Westport Sewer Service District

Category: Business Agenda

Prepared By: Monica Steele, Budget & Finance Director

Presented By: Monica Steele, Budget & Finance Director

Issue Before the Commission: In accordance with Oregon Local Budget Law, the final step in our annual budget process is to adopt the Budget as approved or with any adjustments the Board wants to make based on testimony received at the budget hearing or on new information.

Informational Summary: At its meeting of May 11, 2016, the Westport Sewer Service District Budget Committee approved the District's 2016-17 annual budget. The Board held a hearing to receive comments from the public on the Approved Budget on June 8, 2016.

It is necessary that you formally adopt the Westport Sewer Service District Budget at this meeting in order to comply with Local Budget Law. The attached resolution and order adopts the 2016-17 Westport Sewer Service District Budget of \$183,160 and makes appropriations in accordance with Oregon Local Budget Law. It reflects the budget as approved by the Budget Committee with no proposed adjustments.

If the Board wants to make adjustments to the Budget, the resolution will be revised accordingly. Oregon Budget Law limits governing bodies to increases in approved budget expenditures to \$5,000 or 10 percent of the fund, whichever is greater. Adoption of this resolution represents the Board's final action in the annual budget process.

Fiscal Impact: The 2016-17 Approved Westport Sewer Service District Budget totals \$183,160.

Options to Consider:

- 1) Adopt the budget as presented and approved by the budget committee.
- 2) Adopt an adjusted budget within Oregon Budget Law approved limits for the governing body.
- 3) There are no other options to consider.

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON, GOVERNING BODY OF THE
WESTPORT SEWER SERVICE DISTRICT

IN THE MATTER OF ADOPTING THE)
BUDGET FOR 2016-17 AND MAKING)
APPROPRIATIONS FOR WESTPORT SEWER)
SERVICE DISTRICT) RESOLUTION AND ORDER

IT IS HEREBY RESOLVED AND ORDERED that the Board of County Commissioners, governing body of the Westport Sewer Service District hereby adopts the Westport Sewer Service District Budget by organizational unit in the sum of \$183,160; and

IT IS FURTHER RESOLVED AND ORDERED that the amount for the fiscal year beginning July 1, 2016 and for the purposes shown in Exhibit A, attached hereto and by this reference incorporated herein, is hereby appropriated; and

IT IS FURTHER RESOLVED AND ORDERED that the Board imposes NO taxes provided for in the Adopted Budget as of July 1, 2016; and

IT IS FURTHER RESOLVED AND ORDERED that a copy of the Adopted Budget shall be filed with the County Assessor and Clerk.

DATED this 22nd of June, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON,
GOVERNING BODY OF WESTPORT
SEWER SERVICE DISTRICT

Scott Lee, Chair

Schedule A
Westport Sewer District

Westport Sewer Service District Fund/385	
Westport Sewer Service District/5845	
Personnel/M&S/Capital	\$59,920
Debt Service	\$5,570
Special Payments	\$2,010
Transfers	\$2,000
Contingency	\$54,480
Total Appropriations:	\$123,980

Westport Sewer Service District Equipment Replacement Fund/386	
Westport Sewer Equipment/5846	
Personnel/M&S/Capital	\$22,000
Debt Service	\$0
Special Payments	\$0
Transfers	\$0
Contingency	\$37,180
Total Appropriations:	\$59,180