



CLATSOP COUNTY BOARD OF COMMISSIONERS

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

Scott Lee, Dist. 1 – Chairman
Sarah Nebeker, Dist. 2 – Vice-Chairperson
Lisa Clement, Dist. 3
Kathleen Sullivan, Dist. 4
Lianne Thompson, Dist. 5
commissioners@co.clatsop.or.us

800 Exchange, Suite 410
Astoria, OR97103
Phone (503) 325-1000
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www.co.clatsop.or.us

Work Session/Regular Meeting

November 8, 2017

Judge Guy Boyington Building, 857 Commercial, Astoria

Work Session: 5:00pm

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

Topic:

- a. Clatsop County Jail

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. PRESENTATIONS

- a. Arts Council of Clatsop County
- b. Tobacco Retail Licensing

5. BUSINESS FROM THE PUBLIC - *This is an opportunity for anyone to give a 3 minute presentation about any item on the agenda (except public hearings) OR any topic of county concern that is not on the agenda. People wishing to speak during Business From The Public must fill out and sign a Public Comment Sign-in Card.*

6. CONSENT CALENDAR

- a. Board of Commissioners Work Session Minutes 10-11-17{Page 1}
- b. Board of Commissioners Regular Meeting 10-11-17{Page 3}
- c. Approval of Helligso Construction Amendment{Page 7}
- d. Approval of contract with Day Wireless Systems for warranty service{Page 39}
- e. Approval of Amendment to IGA with Oregon Health Authority{Page 51}
- f. Approval of grant agreement with American Cancer Society{Page 61}

7. PUBLIC HEARINGS

- a. Ordinance 17-04 adopting amendments regarding the Urban Growth Boundary for City of Cannon Beach (*second reading*).....{Page 75}

- b. Ordinance 17-05 adopting amendments regarding the Urban Growth Boundary for City of Seaside (*second reading*){Page 79}

8. BUSINESS AGENDA

- a. Ambulance Service Area Advisory Committee Appointment.....{Page 85}
- b. Approval of Amendment Agreement with Clatsop Behavioral Healthcare.....{Page 91}
- c. Consider an offer on county owned property.....{Page 97}
- d. Review of Commissioner Travel Expenses and Travel Policy.....{Page 111}

9. COMMISSIONERS' REPORTS

10. COUNTY MANAGER'S REPORT

11. 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.

Clatsop County Board of Commissioners
Work Session
October 11, 2017

Chair Scott Lee called the work session to order at 5:00 p.m. in the Judge Guy Boyington Building, 857 Commercial Street, Astoria, Oregon. Also present were Commissioners Sarah Nebeker, Lisa Clement, Lianne Thompson and Kathleen Sullivan.

Also in attendance:

- Cameron Moore, County Manager
- Monica Steele, Assistant County Manager/Budget & Finance Director
- Heather Reynolds, County Counsel

Short Term Rentals

Sullivan submitted a hand out on her ideas of how the ordinance should be changed. She would like more transparency and would like the short term rental inspection dates listed on the website and to move towards digitizing the information on short term rentals on the website. Reynolds said that shouldn't be in the ordinance but it would be a cost factor for Moore to evaluate. Nebeker is not supportive of singling out short term rentals and forcing stricter rules. She said all the restrictions should not be on all short term rentals and should not be compared to the hotel industry. Moore said septic inspections are the same for all homes which are state standards. Thompson said she would like to see a complaint form on the website because there are people doing illegal activities. Nebeker said she has trouble making it more restrictive for short term rentals than people who own vacation homes and don't rent them out. Reynolds said the proposed ordinance is requiring proof showing the septic system capacity is sufficient prior to getting a license. Nebeker thinks there should be some restrictions but not overly restrictive and she said Gearhart made very strict rules regarding short term rentals. Sullivan said she is hearing from people who are frustrated with what is going on in their neighborhood. Lee thinks a good foundational ordinance is needed which can be built upon in the future. Lee is interested to see what happens with the vote in Gearhart before the county makes any decisions. Moore said Gearhart's ordinance is different than the proposed county ordinance which is less restrictive than Gearhart. Reynolds said the ordinance accepts a licensed person to inspect the septic which is different to the City of Gearhart. Thompson said having the fees listed on the web along with complaint forms would help with enforcement. Moore said it is important to know that enforcement is complicated because the county doesn't have absolute authority to do what they want. The county has things it has to comply with when dealing with enforcement. Reynolds said most the people who apply for a certificate for short term rentals aren't always aware of the basic things that are needed such as a fire extinguisher. If it is included in the ordinance then they hopefully will comply. Sullivan would like the inspections to happen every year but she would be okay with every three years. Thompson agrees but Lee thinks five years is plenty. Moore said more than 3-5 years could cost people money that isn't necessary. Clement said there should not be more regulations on short term than long term. She is all for the safety and likes the idea of the standards be listed on the application but there may not be enough man power to inspect more often than five years. Sullivan thinks the Board needs to look at the need for more inspectors. Moore said every year they review the budget and determine where the staffing needs

1 are. Moore said once the timeline and forms are developed the Board will have the opportunity
2 to have input. The ordinance wouldn't be implemented for some period of time to give everyone
3 time to get ready for it. Thompson is responding to years of listening to neighbors needs and
4 about not having an apparatus for complaints. Lee wants to bring this back after the Gearhart
5 decision. Reynolds asked about an implementation date of July 1, 2017 and Moore agreed.
6 Sullivan asked about transferring the permit when the property is sold and Reynolds said the new
7 owner could continue under the old owner's permit. Sullivan asked what personal service or
8 letter meant and Reynolds said a notice is given if a permit is being pulled and it can be delivered
9 in person or by certified mail.

10
11 Approved by,

12
13
14 _____
15 Scott Lee, Chairperson

1 **Clatsop County Board of Commissioners**
2 **Regular Meeting**
3 **October 11, 2017**
4

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

9 Staff Present:

10 Cameron Moore County Manager
11 Heather Reynolds County Counsel
12 Tiffany Brown Emergency Services Manager
13 Vincent Aarts Emergency Services Coordinator
14 Michael Summers Public Works Director
15 Jill Quackenbush Prevention Program Coordinator
16

17 **AGENDA APPROVAL**

18 *Nebeker moved to approve the agenda as presented and Clement seconded. Thompson requested*
19 *item 6b be moved to Business Agenda 7e. Thompson made and Clement seconded a motion to*
20 *approve the amended agenda. Motion carried unanimously.*
21

22 **PRESENTATIONS**

23 a. The Great Shakeout Day Proclamation

24 Sullivan asked Tiffany Brown, Emergency Services Manager, to talk about the mass notification
25 contract. Brown said it is an amendment to the Clatsop Alerts notification system which adds a
26 mobile app. Brown could send a county wide alert from her cell phone. Sullivan asked if there
27 was a way for the public to order Go Bags and Brown said she hasn't really investigated selling
28 them locally but providing links on the website is a good idea. Vincent Aarts, Emergency
29 Services Coordinator, said they are preparing for the world's largest earthquake drill on October
30 19th. There are 16.4 million Americans signed up for the Great Shakeout on October 19th at 10:19
31 a.m. The idea is to get people to practice and be aware of their surroundings. It's a good
32 reminder to the community that the county could face a sizable size of risk. Aarts encourages the
33 residents of the county to go to the Great Shakeout webpage. Lee read the proclamation. *Sullivan*
34 *moved to approve the Resolution and Order proclaiming October 19th to be Great Shakeout Day*
35 *and authorize the Chair to sign then read the Proclamation and Nebeker seconded. Motion*
36 *carried unanimously.* Lee read the Proclamation.
37

38 b. Vesper Slide

39 Michael Summers said a large portion of a very steep hillside failed which destroyed a .15 mile
40 length of Vesper Road. The initial report was on March 9, 2017, the road was closed and an
41 assessment was done by a geotechnical engineer. Summers showed pictures of the slide area and
42 said they did a lot of outreach to the impacted citizens, fire district, school district, Oregon
43 Department of Forestry, County Planning Department and ODOT. Thompson asked if the fallen
44 trees were salvaged and Summers said they did remove some trees and are working with the
45 State Forestry Department to use them for firewood for the local citizens. Summers said they
46 waited for summer weather to dry out and built a new road over the top of the old road. Summers

1 said this slide did not go through the FEMA process because it did not hit the required
2 evaluation. Summers said no one was hurt and no homes were damaged from the slide. The
3 shore of the river moved about ten feet.

4
5 **BUSINESS FROM THE PUBLIC**

6 Chris Farrar, 3023 Harrison Ave., Astoria. Farrar wants to caution the Board against trying to
7 make people feeling totally prepared by buying online Go Bags. Farrar said it is better to try and
8 teach people about the elements they will be faced with and put together their own Go Bag.
9 Farrar said the county could look at maps and start identifying potential slide areas and be better
10 prepared.

11
12 **CONSENT CALENDAR**

13 *Nebeker made and Clement seconded a motion to approve the amended consent calendar.*
14 *Motion carried unanimously.*

- 15 a. Board of Commissioners Work Session Minutes 9-13-17 {Page 7}
16 ~~b. Board of Commissioners Regular Meeting Minutes 9-13-17 {Page 9}~~
17 c. Appointment of Board of Property Tax Appeals (BOPTA) Members {Page 15}
18 d. Accept high bids from September 19, 2017 auction {Page 21}
19 e. Approval of Sheriff's Return of Sale from September 19, 2017 auction..... {Page 33}
20 f. State Public Facility License No. 20886-LI {Page 45}
21 g. Oregon State Marine Board Grant for Westport Permitting Project {Page 53}
22 h. Amendment to Everbridge Contract for Mass Notification Services..... {Page 79}

23
24 **BUSINESS AGENDA**

25 a. IGA with DHS for the financing of Community Development Disabilities
26 Jill Quackenbush, Prevention Program Coordinator, is asking for approval of the amendment to
27 the 2015-17 IGA with the Oregon Department of Human Services for the financing of
28 developmental disabilities. This amendment extends the agreement until June of 2019.
29 Thompson asked about the service elements with outcomes or results and Quackenbush said that
30 is not addressed in the IGA but the County Manager's office is working closely with Clatsop
31 Behavioral Healthcare. Thompson asked what mis-expenditures referred to and Reynolds said at
32 the end of every biennium the state conducts an audit and sometimes reconciliations need to be
33 done. Thompson asked about the rent subsidy and Quackenbush said the rent subsidy is not a
34 service element that comes through the county but it allows the local developmental disability
35 program to access some of those service elements. *Thompson moved to approve the amendment*
36 *to the 2015-17 Intergovernmental Agreement for the financing of community developmental*
37 *disability services to restate and extend the Agreement in its entirety through June 30, 2019 and*
38 *Nebeker seconded. Motion carried unanimously.*

39
40 b. Wetland Credit Purchase for Bugle Road Project

41 Summers asked for the consideration to purchase 0.79 acres of wetland mitigation bank credits
42 from the Claremont Road Wetland Mitigation Bank. In order to complete the construction of
43 Bugle Road, the project proposes to remove or fill 0.79 acres of onsite wetlands within the
44 proposed roadway limits. The wetland credits are budgeted within the county's Industrial
45 Revolving Fund as this roadway project is within the North Coast Business Park. The credit costs
46 are \$100,000. Sullivan asked if this is separate from the Big Beams Project. Summers said it is

1 separate in terms of funding but the permitting is a collaborative effort. Sullivan asked about the
2 effectiveness of mitigation and Summers said that is the Department of State Lands expertise.
3 Sullivan asked about the possibilities if the county used its own wetlands for mitigation to avoid
4 paying money out to a private entity. Summers said they have asked the Army of Core Engineers
5 to look at that. Sullivan asked if it is possible to use more than one bank for mitigation credits
6 and Summers said that might be an option but there would have to be several requirements.
7 Sullivan would like the county to continue and explore ways to use their own wetlands for
8 mitigation. *Nebeker moved to approve the purchase of 0.79 acres of wetland mitigation credits*
9 *from the Claremont Road Wetland Mitigation Bank for the construction of Bugle Road and*
10 *authorize the County Manager to sign the Bill of Sale and Clement seconded. Motion carried*
11 *unanimously.*

12
13 c. Holiday Schedule for November and December meetings
14 Lee said by consensus the meetings will take place on November 8th and December 13th.
15 *Clement moved to approve meeting dates as suggested by staff and Nebeker seconded. Motion*
16 *carried unanimously.*

17
18 d. Appointment of Columbia River Fisheries Transition Program Advisory Committee
19 Lee complimented Clement for her leadership and hopes to bring some relief to the fishermen.
20 *Nebeker moved to appoint Lisa Clement, Joe Schulte, Jim Wells, Kevin Leahy and Steve Fick to*
21 *the Columbia River Fisheries Transition Program Advisory Committee and Sullivan seconded.*
22 *Motion carried unanimously.*

23
24 e. *Board of Commissioners Regular Meeting Minutes 9-13-17..... {Page 9}*
25 Thompson said upon taking the advice of council she must state a reason for abstaining and her
26 reason was because she is uncomfortable with the study. Sullivan said on line 13 she referenced
27 the Tillamook Housing Study link so she would like that added. *Thompson moved to approve the*
28 *Board of Commissioners Regular Meeting Minutes of 9-13-17 and Clement seconded. Motion*
29 *carried unanimously.*

30
31 **COMMISSIONERS' REPORTS**

32 Thompson attended the Board of Directors Tour of Mass Timber Buildings in Hillsboro. The
33 AOC Housing Sub-Committee will be talking at the AOC Conference on mass timber.
34 Thompson will be receiving some information about various ways to get housing money in
35 hopes that it can go along with the housing study. Cascadia Prepared is a non-profit foundation
36 that is devoted to moving everyone forward in ways that government can't do and they are
37 willing to come talk to the Board. Thompson said the Justice Reinvestment Initiative is having
38 employer focused events across Oregon with the idea to talk about more jobs for people coming
39 out of prisons or jails.

40
41 Sullivan said they have a new person on the Senior Disability Advisory Committee. Sullivan
42 attended a lecture in Rockaway Beach called "Say Yes! To Better Forestry" and went on the
43 Resilient Forestry Tour at Rock Creek Watershed. The Grand Opening for the Columbia
44 Memorial Hospital Cancer Center will be on Thursday. Congresswoman Suzanne Bonamici will
45 be hosting a town hall. Sullivan will be attending the FTLAC meeting and said the Board of
46 Forestry is looking at changing the forest management plan for the state. Sullivan said she feels

1 she is being very prudent with her expenses but she is concerned about the budget and would like
2 that looked at. Sullivan said Senator Merkley is urging NOAA to declare a fisheries disaster.
3 Sullivan asked the Board to look at changing the public comment time from three minutes to five
4 minutes and would also like to be able to ask questions. She said public comment period is a
5 time to build relationships with the public and would like more interaction.

6
7 Lee no report.

8
9 Nebeker attended the event at Buoy Beer where Randy Cohen who is from Washington DC
10 spoke about the Arts & Economic Prosperity Study. Nebeker said Cohen showed how the arts
11 bring dollars to the economy. It was very well attended. The arts brought in 13M in non-profits
12 in the county for fiscal year 2015.

13
14 Clement said the Little Ballet Theater is looking for donations to continue to fund the 42nd annual
15 Nutcracker. The Great Columbia Crossing is this Sunday for walkers and runners. There was a
16 run this past weekend that benefited The Harbor and there were a lot of local sports team
17 participating. The new Cancer Center will be a state of the art center. Clement is amazed that the
18 project has finished on time.

19
20 **COUNTY MANAGER'S REPORT**

21 Moore said the next board meeting will be broadcasting live on the public access channel. Moore
22 said next week will be the first meeting of the steering committee for the housing study. Moore
23 would like to have Amy Baker back for an update and said the Respite Center is in a much better
24 place than a year ago. They are still looking at on how to best use the beds to serve the
25 community needs but also make sure the center can cash flow itself. The Public Health
26 Department has received a grant which can fund two detox beds for two years and they are
27 reaching out to Amy Baker to see how that will work operationally. Moore would like some
28 guidance on how the Board wants to move forward on the jail project. Lee wants to have a
29 couple conversations with some folks. Sullivan would like a task force to inquire what the
30 community wants and Thompson agrees and wants to talk about how to pay for it. Moore said
31 the need won't go away, the problem will get worse and the solution will get more costly.
32 Sullivan said the medical costs need to be factored in.

33
34 **ADJOURNMENT 7:37PM**

35
36 Approved by,

37
38
39 _____
40 Scott Lee, Chairperson

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

November 8, 2017

Issue/Agenda Title: Helligso Construction Amendment #2

Category: Consent Calendar

Prepared By: Andrea Neys

Presented By: Steve Meshke

Issue before the Commission: Approval and signature of Amendment #2 for Helligso Construction

Informational Summary: The Parks Department received a grant for Oregon State Parks for the re-roofing and improvements to the two picnic shelters at Cullaby Lake County Park. As part of this project the Parks Department hired Helligso Construction through a public RFP process earlier this summer to replace the roofs at Cullaby Lake's north and south picnic shelters. Due to a much higher presence of rot on the roof structure, more material than anticipated required removal and replacement. The original price of this contract was \$28,200. The first amendment for the contract was for an additional \$2,605.67. This second amendment was for an additional \$15,572.35. This second amendment exceeded 25% of the original contract so we must get Board approval to amend this contract.

Fiscal Impact: The extra money required for the repairs prior to roof replacement is available through our Parks Lands and Acquisition Fund.

Options to Consider:

1. Board of Commissioners approves and authorizes the County Manager to sign the Amendment #2 to C6190, Helligso Construction

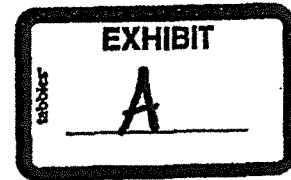
Staff Recommendation: Option #1

Recommended Motion: *"I move to approve and authorize the County Manager to sign the Amendment #2 Helligso Construction C6190 for picnic shelter roof replacement at Cullaby Lake Park and authorize the County Manager to sign any further amendments to this contract."*

Attachment List:

- A. Amendment #2
- B. Amendment #1
- C. Original Contract C6190

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



**AMENDMENT #2 TO
CONSTRUCTION CONTRACT C6190**

This AGREEMENT is by and between **Clatsop County (COUNTY)** and **Helligso Construction (CONTRACTOR)**. Whereas COUNTY and CONTRACTOR entered into an Agreement on or about **March 28, 2017** for an amount not to exceed **\$28,200**, and whereas the Contract terminates **April 30, 2018**, NOW THEREFORE, the parties agree as follows:

1. A change order was requested September 30, 2017 to allow for removal and replacement of deteriorated skip sheeting and removal and replacement of 2 x 10 STK fascia, mill 2 x 10 STK and rebuild columns (Attachment A), increasing the total amount of the contract to **\$46,378.02**.
2. In all other respects other than term, the original Contract remains unchanged. The compensation due under this Agreement is that portion of the not to exceed amount remaining unpaid for work not yet completed on the date of execution of this Amendment. Original contract (Attachment C), and Amendment 1 (Attachment B).

Further, the parties hereby reserve all rights and remedies accruing prior to the date of execution of this amendment.

This AGREEMENT will not be effective until approved by the County Administrator.

FOR COUNTY:

Cameron Moore Date

County Manager

FOR CONTRACTOR:

Signature Date

President
Title

CHANGE ORDER PROPOSAL

Request No. 2

Date: 9/30/2017

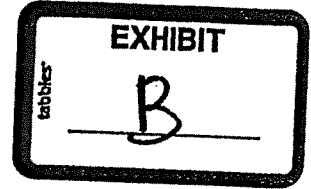
Clatsop County-Cullaby Lake Shelters
 Clatsop County, OR

Change in Contract \$ 15,572.35

| Additional Scope Work at North Shelter (9/18-10/5) | Helligso Labor Costs | Helligso Labor and Equip costs | | Materials | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|----------------------------|--------------------------------|---------------|---------------|--------------|-----------------|------|----------------------------|------|---------|----------------------|-------|------|------|--|-----------|---------|-----|-------------|--|--------------------|---------|--|------|--|---------|---------|--|------|--|--|----------------------------|--|-------------|-------------|--|-------------------|--|---------------|---------------|--|------------|--|--------------|-------------|--|--|--|--|
| Remove and replace deteriorated Skip Sheeting (5/4x6 STK) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Remove and replace 2x10 STK Fascia, Mill 2x10 STK and Rebuild Columns | | | | \$ 3,622.12 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"></td> <td style="width: 20%; text-align: center;"><i>Rate</i></td> <td style="width: 20%; text-align: center;"><i>Hrs.</i></td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Project Manager</td> <td></td> <td></td> <td style="text-align: right;">\$ -</td> <td></td> </tr> <tr> <td>Superintendent</td> <td></td> <td></td> <td style="text-align: right;">\$ -</td> <td></td> </tr> <tr> <td>Carpenter</td> <td style="text-align: right;">\$72.50</td> <td style="text-align: right;">136</td> <td style="text-align: right;">\$ 9,860.00</td> <td></td> </tr> <tr> <td>Equipment Operator</td> <td style="text-align: right;">\$78.00</td> <td></td> <td style="text-align: right;">\$ -</td> <td></td> </tr> <tr> <td>Laborer</td> <td style="text-align: right;">\$55.00</td> <td></td> <td style="text-align: right;">\$ -</td> <td></td> </tr> <tr> <td></td> <td colspan="2" style="text-align: right;">Sub-Total Labor & Material</td> <td style="text-align: right;">\$ 9,860.00</td> <td style="text-align: right;">\$ 3,622.12</td> </tr> <tr> <td></td> <td colspan="2" style="text-align: right;">Overhead & Profit</td> <td style="text-align: right;">10% \$ 986.00</td> <td style="text-align: right;">20% \$ 724.42</td> </tr> <tr> <td></td> <td colspan="2" style="text-align: right;">Sub Totals</td> <td style="text-align: right;">\$ 10,846.00</td> <td style="text-align: right;">\$ 4,346.54</td> </tr> </table> | | <i>Rate</i> | <i>Hrs.</i> | | | Project Manager | | | \$ - | | Superintendent | | | \$ - | | Carpenter | \$72.50 | 136 | \$ 9,860.00 | | Equipment Operator | \$78.00 | | \$ - | | Laborer | \$55.00 | | \$ - | | | Sub-Total Labor & Material | | \$ 9,860.00 | \$ 3,622.12 | | Overhead & Profit | | 10% \$ 986.00 | 20% \$ 724.42 | | Sub Totals | | \$ 10,846.00 | \$ 4,346.54 | | | | |
| | <i>Rate</i> | <i>Hrs.</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project Manager | | | \$ - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Superintendent | | | \$ - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Carpenter | \$72.50 | 136 | \$ 9,860.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Equipment Operator | \$78.00 | | \$ - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Laborer | \$55.00 | | \$ - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Sub-Total Labor & Material | | \$ 9,860.00 | \$ 3,622.12 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Overhead & Profit | | 10% \$ 986.00 | 20% \$ 724.42 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Sub Totals | | \$ 10,846.00 | \$ 4,346.54 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Cost or (Credit) for request as described above | | | TOTAL | \$ 15,192.54 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Deductions (See Attached) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bond & Insurance | | | 2.50% | \$ 379.81 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional days to be added to contract. | | | TOTAL | \$ 15,572.35 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Requested By</td> <td style="width: 30%;">Title</td> <td style="width: 30%;">Date</td> </tr> <tr> <td><i>Ryan Helligso, Pres</i></td> <td></td> <td style="text-align: center;">10/7/17</td> </tr> <tr> <td>Authorized Signature</td> <td>Title</td> <td>Date</td> </tr> </table> | | | | | Requested By | Title | Date | <i>Ryan Helligso, Pres</i> | | 10/7/17 | Authorized Signature | Title | Date | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Requested By | Title | Date | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <i>Ryan Helligso, Pres</i> | | 10/7/17 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Authorized Signature | Title | Date | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

HELLIGSO CONSTRUCTION CO.
 35047-A HWY 105, PO BOX 147, ASTORIA, OR 97103
 PH: 503/325-7697 ~ FAX: 503/325-5429

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



**AMENDMENT #1 TO
CONSTRUCTION CONTRACT C6190**

This AGREEMENT is by and between **Clatsop County (COUNTY)** and **Helligso Construction (CONTRACTOR)**. Whereas COUNTY and CONTRACTOR entered into an Agreement on or about **March 28, 2017** for an amount not to exceed **\$28,200**, and whereas the Contract terminates **April 30, 2018**, NOW THEREFORE, the parties agree as follows:

1. A change order was requested May 15, 2017 to allow for removal and replacement of deteriorated skip sheeting (31 pieces), with disposal (Attachment A), increasing the total amount of the contract to **\$30,805.67**.
2. In all other respects other than term, the original Contract remains unchanged. The compensation due under this Agreement is that portion of the not to exceed amount remaining unpaid for work not yet completed on the date of execution of this Amendment. Original contract (Attachment B).

Further, the parties hereby reserve all rights and remedies accruing prior to the date of execution of this amendment.

This AGREEMENT will not be effective until approved by the County Administrator.

FOR COUNTY:

Cameron Moore 5-30-17
Cameron Moore Date

County Manager

FOR CONTRACTOR:

[Signature] 5.28.17
[Signature] Date

Pres.
Title

CHANGE ORDER PROPOSAL

Request No. 1

Date: 5/15/2017

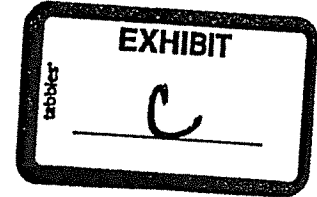
Clatsop County-Cullaby Lake Shelters
 Clatsop County, OR

Change in Contract \$ 2,605.67

| Additional Scope Work at South Shelter | Helligso Labor Costs | Helligso Labor and Equip costs | | Materials |
|--|----------------------|--------------------------------|-------------|-------------|
| Remove and replace deteriorated Skip Sheeting (5/4x6 STK, 31pcs) | | | | \$ 815.62 |
| Disposal | | \$ 25.00 | | |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | Rate | Hrs. | | |
| Project Manager | | | \$ - | |
| Superintendent | | | \$ - | |
| Carpenter | \$72.50 | 19.5 | \$ 1,413.75 | |
| Equipment Operator | \$78.00 | | \$ - | |
| Laborer | \$55.00 | | \$ - | |
| Sub-Total Labor & Material | | | \$ 1,413.75 | \$ 815.62 |
| Overhead & Profit | 20% | | \$ 282.75 | \$ 5.00 |
| Sub Totals | | | \$ 1,696.50 | \$ 815.62 |
| Additional Cost or (Credit) for request as described above | | | TOTAL | \$ 2,542.12 |
| Deductions (See Attached) | | | | |
| | | | TOTAL | \$ 2,542.12 |
| Bond & Insurance | 2.50% | | | \$ 63.55 |
| | | | TOTAL | \$ 2,605.67 |
| Additional days to be added to contract. | | 5 | | |
| Requested By | Title | Date | | |
| <i>Ryan Helligso, Pres</i> | | <i>5/15/17</i> | | |
| Authorized Signature | Title | Date | | |

HELLIGSO CONSTRUCTION CO.
 35047-A HWY 105, PO BOX 147, ASTORIA, OR 97103
 PH: 503/325-7697 ~ FAX: 503/325-5429

CLATSOP COUNTY, OREGON
1100 Olney Avenue
Astoria, Oregon 97103
An Equal Opportunity Employer



Clatsop County Construction Contract C6190

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 \$28,200 to be paid to Contractor by County, Contractor agrees to perform between date of execution and April 30, 2018, inclusive, the following specific construction services:

- A. The Work: Roofing replacement project on two large picnic shelters located at Cullaby Lake County Park in Warrenton, Oregon, as described below and *in detail* on Attachments 1 (request for quotes) & 2 (quote proposal).
- Contractor will provide all equipment and tools necessary for the removal and disposal of the cedar shakes on two picnic shelter roofs and installation of a metal roofing system on each shelter.
 - Replacement of three upright 6x8x8 support posts and replacement of approximately 14 feet of shelter rail/fencing to match existing fencing.
 - Replacement of fascia boards on both shelters at the gable ends of the shelters.

The project will be split into two work periods due to ground/soil conditions. The south shelter work period is March through May 15, 2017. The south shelter roof project must be completed by May 15, 2017 due to shelter reservations and park use. The north shelter roof will NOT BEGIN until October 1, 2017 and will be completed during the winter months.

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 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 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)

(Contractor's Initials) RA (Comments) _____

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:

[Signature] 3-28-17
Signature Date

County Manager
Title

FOR CONTRACTOR:

[Signature] 3-14-17
Signature Date

Pres.
Title

Contractor Address:

REQUEST FOR QUOTES
Roofing replacement on two picnic shelters



INTRODUCTION:

Clatsop County Parks is seeking quotes for the roofing replacement project on two large picnic shelters located at Cullaby Lake County Park in Warrenton, Oregon. Contractor will provide all materials and supplies needed for the removal of the current cedar shake roofing and installation of new metal standing seam roof. Contractor will also replace three support posts, fascia boards at the gable ends, and some rail fencing at the south picnic shelter to match existing.

SCOPE OF WORK:

Contractor will provide all equipment and tools necessary for the removal and disposal of the cedar shakes on two picnic shelter roofs and installation of a metal roofing system on each shelter. These picnic shelter roofs are 30' wide by 65' long. The new metal roofing will be laid on the existing 1x6 skip sheeting. Contractor will install Titanium UDL 30 Synthetic Roofing Underlayment or other approved product under the metal roofing.

Metal Roofing: Manufacture: Taylor Metals: Standard Kynar 500 Colors
Roof: Taylor Metals, 26 Ga. Easy Lock – Accent Ribs.
Color: Forest Green SRI-32
Roof Underlayment: Titanium UDL 30 Synthetic Roofing Underlayment or approved product
Trim: Forest Green

At the south picnic shelter the contractor will also replace three upright 6x8x8 support posts with tight knot cedar. Replace approximately 14 feet of shelter rail/fencing to match existing fencing using cedar wood. Rails consist of 5/4 x 6 boards with 2x8 top cap. All fasteners to be stainless steel.

The contractor will also replace the fascia boards (2x8 cedar) on both shelters at the gable ends of the shelters. Note: the wood that is on our picnic structures is full dimension lumber.

The roofing project will be split into two work periods due to ground/soil conditions. The south shelter work period is March through May 15th. The south shelter roof project must be completed by May 15, 2017 due to shelter reservations and park use. The North shelter roof project will not begin until October 1, 2017 and will be completed during the winter months. During the spring months the north shelter lawn is inaccessible to vehicles or equipment due to the saturated soils.

JOB SITE WALK-THRU

Clatsop County Staff will be on site on February 16, 2017 at 10:00 am to show potential contractors the site and to answer questions. Please contact Steve Meshke if you plan to attend the walk thru.

The job site address is:

Cullaby Lake County Park
89990 Hawkins Road
Warrenton, Oregon 97146

SUBMISSION REQUIREMENT

Return quotes on the attached sheet (Attachment 1) no later than 4:00 p.m. March 3, 2017 to the address or email listed below:

Clatsop County Parks
Natural Resources Manager
2001 Marine Drive, Room 253
Astoria, OR. 97103

Quotes may also be emailed to spmeshke@co.clatop.or.us

Please contact Steve Meshke at (503) 325-6452 or (503) 741-0767 for information.

If a contract is awarded, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110. [2003 c.794 ~54]

The Clatsop County will be the sole judge in determining award of the contract and reserves the right to reject all proposals.

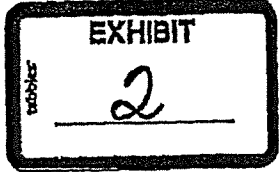
General Provisions of the Agreement

The services will be provided on a contractual basis with the following provisions:

- Agreement will include a not to exceed amount
- The agreement cannot be assigned without County's written consent
- The contractor will be required to comply with Oregon tax laws
- Using County's Standard Construction Contract Form (Attachment 2)

CONTRACTOR SHALL

- Comply with the, State Building Codes and the requirements of local code officials
- Comply with all OSHA safety requirements
- Obtain and pay for permit.
- Assume damage to existing building and surrounding site caused by work on this project and restore any damage.
- Guarantee all work for (1) year from date of completion, unless manufacture provides longer warranty
- Provide written warranty for roofing.



Cullaby Lake Picnic Shelter Project
Request for Quotes sheet

Quotes Due March 3, 2017 by 4 pm

| | |
|---|---------------------|
| South shelter roof removal, disposal, and install | \$ 8,767.00 |
| South shelter fascia board replacement | \$ 798.00 |
| South shelter post replacement | \$ 730.00 |
| South shelter Perimeter fencing/rail replacement | \$ 647.00 |
| North shelter roof removal, disposal, and install | \$ 8,767.00 |
| North shelter Fascia board replacement | \$ 798.00 |
| Misc. cost | 7,693.00 |
| Total: | \$ 28,200.00 |

TWENTY-EIGHT THOUSAND TWO HUNDRED DOLLARS ¹/_{100's}
Bid written amount (total)

NOTE: TAYLOR METALS 26 GA EASY LOCK COLOR
FOREST GREEN 15 - SRI-25 NOT
SRI-32.

ATTACHEMENT -1

Oregon Workers' Compensation Certificate of Insurance



Mall to:

LARRY HELLIGSO CONSTRUCTION CO
HELLIGSO CONSTRUCTION CO
PO BOX 147
ASTORIA, OR 97103-0147

Certificate holder:

CLATSOP COUNTY
100 OLNEY AVENUE
ASTORIA, OR 97103

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

| Insured | | Producer/contact | |
|--|--------------------------|--|-------------------------|
| Larry Helligso Construction Co Helligso Construction Co PO Box 147 Astoria, Or 97103-0147 | | SAIF Corporation Jarren C Swazo 971.242.5782 jarswa@saif.com | |
| Issued | 03/21/2017 | Limits of liability | |
| Policy | 934414 | Bodily Injury by Accident | \$500,000 each accident |
| Period | 10/01/2016 to 10/01/2017 | Bodily Injury by Disease | \$500,000 each employee |
| | | Body Injury by Disease | \$500,000 policy limit |

Description of operations/locations/special items
Roofing replacement Cullaby Lake picnic shelters

Important

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the Issuing Insurer, authorized representative or producer and the certificate holder.

Authorized representative

Kerry Barnett
President and CEO

400 High Street SE
Salem, OR 97312
P: 800.285.8525
F: 503.584.9812



LARRHEL-01

CSPHINNEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/22/2017

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

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

PRODUCER Anchor Insurance & Surety, Inc. CONTACT NAME: Charris Sonne-Phinney PHONE (A/C, No, Ext): (503) 224-2500 FAX (A/C, No): (503) 224-9830 E-MAIL ADDRESS: CSPhinney@anchorias.com INSURER(S) AFFORDING COVERAGE INSURER A: BITCO General Insurance Corp. NAIC#: 20095 INSURED Larry Hellgso Construction Co dba Hellgso Construction Co. PO Box 147 Astoria, OR 97103 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Installation Floater.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder and All Required Entities are additional insured when required by written contract. Endorsements attached: GL3084 (09/11), A2931 (11/99), CA0444 (10/03) Cullaby Lake Project

CERTIFICATE HOLDER CANCELLATION

Clatsop County, Oregon 1100 Olney Avenue Astoria, OR 97103 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE [Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDERS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an in the box next to the caption of such provision.

- | | |
|--|---|
| A. <input checked="" type="checkbox"/> Partnership and Joint Venture Extension | N. <input checked="" type="checkbox"/> Construction Project General Aggregate Limits |
| B. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Ongoing Operations | O. <input checked="" type="checkbox"/> Fellow Employee Coverage |
| C. <input checked="" type="checkbox"/> Automatic Waiver of Subrogation | P. <input checked="" type="checkbox"/> Property Damage Liability - Elevators |
| D. <input checked="" type="checkbox"/> Extended Notice of Cancellation, Nonrenewal | Q. <input checked="" type="checkbox"/> Property Damage to the Named Insured's Work |
| E. <input checked="" type="checkbox"/> Unintentional Failure to Disclose Hazards | R. <input checked="" type="checkbox"/> Care, Custody or Control |
| F. <input checked="" type="checkbox"/> Broadened Mobile Equipment | S. <input checked="" type="checkbox"/> Concrete Rework Labor Reimbursement Coverage |
| G. <input checked="" type="checkbox"/> Personal and Advertising Injury - Contractual Coverage | T. <input checked="" type="checkbox"/> Lost Key Coverage |
| H. <input checked="" type="checkbox"/> Nonemployment Discrimination | U. <input checked="" type="checkbox"/> Electronic Data Liability Coverage |
| I. <input checked="" type="checkbox"/> Liquor Liability | V. <input checked="" type="checkbox"/> Consolidated Insurance Program Residual Liability Coverage |
| J. <input checked="" type="checkbox"/> Broadened Conditions | W. <input checked="" type="checkbox"/> Automatic Additional Insureds – Managers or Lessors of Premises |
| K. <input checked="" type="checkbox"/> Automatic Additional Insureds – Equipment Leases | X. <input checked="" type="checkbox"/> Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations |
| L. <input checked="" type="checkbox"/> Insured Contract Extension - Railroad Property and Construction Contracts | Y. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Completed Operations |
| M. <input checked="" type="checkbox"/> Turnkey Jobs - Coverage For Alienated Premises | Z. <input checked="" type="checkbox"/> Additional Insured – Engineers, Architects or Surveyors |

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to SECTION II - WHO IS AN INSURED:

The last full paragraph which reads as follows:

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

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This Insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional Insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. **Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
 - b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item A.2.b. of the **COMMON POLICY CONDITIONS** , is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item 9. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

- a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b. If we do not give notice of our intent to nonrenew as prescribed in a. above, it is agreed that you may extend the period of this policy for a maximum additional sixty(60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in 9. a. above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item 12.b. of **SECTION V - DEFINITIONS** , is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of **SECTION I, COVERAGE B** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item 14. of **SECTION V - DEFINITIONS** , is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS , is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item 2. Exclusions of SECTION I, COVERAGE B , is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured.

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent.

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured.

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of SECTION I, COVERAGE A , is deleted.

J. BROADENED CONDITIONS

Items 2.a. and 2.b. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS , are deleted and replaced with the following:

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

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
- (2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item 2.e. is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS :

2.e. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs 2.a., 2.b., and 2.c. However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by

your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.
2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
3. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the additional insured; or
 - b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item 9. of SECTION V - DEFINITIONS , is deleted and replaced with the following.

9. "Insured Contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

M. TURNKEY JOBS - COVERAGE FOR ALIENATED PREMISES

It is agreed that:

Exclusion 2.j.(2) of SECTION I, COVERAGE A, does not apply if the premises are "your work" and were not occupied, rented or held for rental by you for more than 12 months after completion.

N. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies SECTION III - LIMITS OF INSURANCE .

- A. For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under SECTION I - COVERAGE A, and for all medical expenses caused by accidents under SECTION I - COVERAGE C:
 1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B. For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under SECTION I - COVERAGE A, and for all medical expenses caused by accidents under SECTION I - COVERAGE C :
 1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.

- C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

O. FELLOW EMPLOYEE COVERAGE

Exclusion 2.e. Employers Liability of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.e. "Bodily injury" to

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item 2.a.(1)(a) of **SECTION II - WHO IS AN INSURED** , is deleted and replaced with the following:

2.a.(1)(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

P. PROPERTY DAMAGE LIABILITY - ELEVATORS

"Property damage" liability is changed as follows:

- 1. Exclusions 2.j.(3) and 2.j.(4) of **SECTION I, COVERAGE A** , do not apply to the use of elevators.
- 2. The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the **OTHER INSURANCE** condition is changed accordingly.

Q. PROPERTY DAMAGE TO THE NAMED INSURED'S WORK

Exclusion I of SECTION I, COVERAGE A is deleted and replaced with the following:

I. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products completed operation hazard."

This exclusion applies only to that portion of any loss in excess of \$50,000 per occurrence if the damaged work and the work out of which the damage arises was performed by you.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

R. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of SECTION I, COVERAGE A is deleted and replaced with the following:

2.j.4 Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions;

- (a) The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
- (b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
- (c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and SECTION III - LIMITS OF INSURANCE is changed accordingly.
- (d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.
- (e) \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

S. CONCRETE REWORK LABOR REIMBURSEMENT COVERAGE

As it applies to this coverage,

SECTION I - COVERAGE A is amended as follows:

1. Insuring Agreement, is deleted and replaced by the following:

We will reimburse you for your direct labor expense associated with your "concrete rework" which was performed by you during the policy period due to the original "concrete product" failing to meet contractual specifications as ordered for the job or accepted industry standards for its specific

intended use, verified by testing by an ASTM (American Society of Testing & Materials) accredited independent testing agency.

2. Exclusions, is deleted and replaced by the following:

The insurance provided by this endorsement does not apply to:

- a. "Cosmetic Defects"
- b. Loss of use
- c. Changes to the "concrete product" contractual specifications not acknowledged by the named insured in writing prior to the beginning of the job
- d. "Loss" arising from the "subsidence" of land
- e. "Loss" arising from work performed on your behalf by a subcontractor, except for the supply of the "concrete product"
- f. Cost of materials used in the installation of the "concrete product" or "concrete rework"
- g. Damages or "loss" that is covered by a Property or Inland Marine coverage form for your financial interest in your project and structures
- h. "Loss" unless the "concrete rework" is completed within one year from the completion of the original "concrete product" installation performed by you
- i. "Loss" caused by the failure to order the "concrete product" as required:
 - a. In the contractual specifications; or
 - b. By accepted industry standards for its specific intended use
- j. "Loss" expected or intended from the standpoint of the insured
- k. "Concrete product" supplied by you

SECTION III - LIMITS OF INSURANCE is amended to include the following:

- 1. The Limits of Insurance as shown and the rules below fix the most we will pay regardless of the number of
 - a. Insureds covered under this insurance;
 - b. "Concrete rework" projects to which this insurance applies.

| | |
|---|----------|
| "Concrete Rework" Project Limit | \$50,000 |
| "Concrete Rework" Policy Aggregate Limits | \$50,000 |
| "Concrete Rework" Deductible | \$ 1,000 |
- 2. The "Concrete Rework" Project Limit shown above is the most we will reimburse you for your direct labor expense arising out of any single "concrete rework" project.
- 3. Subject to 2. above, the "Concrete Rework" Policy Aggregate Limit shown above is the most we will reimburse you for your direct labor expenses for the sum of all "concrete rework" projects.

4. The "Concrete Rework" Project Limit and the "Concrete Rework" Policy Aggregate Limits shall be included within and not be in addition to the General Aggregate Limit or the Products-Completed Operations Aggregate Limit (whichever applies), as stated in the declarations and as described in SECTION III - LIMITS OF INSURANCE .
5. Our obligation to reimburse you applies only to the amount of your direct labor expense in excess of the "Concrete Rework" Deductible stated above. This deductible shall apply separately to each "concrete rework" project.

The Limits of Insurance of this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with either the beginning of the policy period shown in the Declarations, or the effective date of the endorsement, whichever is less. If the policy period is extended after issuance for an additional period of less than 12 months the additional period will be deemed part of the preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

Item 2. Duties in The Event Of Occurrence, Offense, Claim Or Suit is deleted and replaced by the following:

2. Duties in The Event Of Occurrence, Offense, Claim Or Suit
 - a. You must see to it that we are notified prior to completing the "concrete rework" which may result in labor reimbursement. Notice should include:
 - (1) How, when and where the incident took place;
 - (2) The names and addresses of any witnesses, and
 - (3) The estimated labor expense for the "concrete rework"
 - b. You must promptly take all steps to minimize the expenses involved.
 - c. You must cooperate with us and upon request, assist in enforcing any right of contribution or indemnity against any person or organization.
 - d. You must provide us with proof of loss and any other required documents within 60 days of our request. You must also permit us to examine and copy any of your books and records at any reasonable time. You, your "employees" and your agents must, if we require you to, submit to examination under oath at such times as may be required, and sign a copy of the examination.
 - e. No insureds will, except at their own cost, assume any obligation, or incur any expense without our consent.

SECTION V - DEFINITIONS is amended to add the following:

"Concrete rework" means the alteration, repair, removal or replacement of a "concrete product"

"Concrete product" means any product you directly install consisting of concrete, cement, sand, mortar mix or related materials

"Cosmetic defects" means a superficial or surface defect that does not affect the structural integrity of the "concrete product"

"Loss" means your direct labor expense associated with a "concrete rework" project

"Subsidence" means earth movement, including but not limited to:

- a. Landslide;

- b. Mud flow;
- c. Earth sinking;
- d. Earth rising;
- e. Collapse or movement of fill;
- f. Improper compaction;
- g. Earth settling, slipping, falling away, caving in, eroding, tilting or shifting;
- h. Earthquake; or
- i. Any other movement of land or earth.

T. LOST KEY COVERAGE

As it applies to this coverage,

SECTION I, COVERAGE A, is amended to include as follows:

We will pay those sums, subject to the limits of liability and deductible stated herein, that you become legally obligated to pay as damages due to the loss or mysterious disappearance of keys entrusted to or in the care, custody or control of you or your "employees" or anyone acting on your behalf. The damages covered by this endorsement are limited to the:

- 1. Actual cost of the keys;
- 2. Cost to adjust locks to accept new keys; or
- 3. Cost of new locks, if required, including the cost of installation.

Item 2. Exclusions of **SECTION I, COVERAGE A**, is amended to include the following:

- 1. Keys owned by any insured, employees of any insured, or anyone acting on behalf of any insured.
- 2. Any resulting loss of use from the loss or mysterious disappearance of keys; or
- 3. Any of the following acts by any insured, employees of any insured, or anyone acting on behalf of any insureds:
 - a. Misappropriation;
 - b. Concealment;
 - c. Conversion;
 - d. Fraud; or
 - e. Dishonesty

Exclusions 2.j.(3) and 2.j.(4) of **SECTION I, COVERAGE A** do not apply to Lost Key Coverage.

SECTION III - LIMITS OF INSURANCE is amended to include the following:

- 1. The Lost Key Coverage Occurrence Limit shown below is the most we will pay for each occurrence for damages for Lost Key Coverage provided in this endorsement.

which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

W. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OF PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

X. AUTOMATIC ADDITIONAL INSUREDS - STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

Y. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

Z. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|------------------------------------|
| Named Insured: |
| Endorsement Effective Date: |

SCHEDULE

| |
|--|
| Name(s) Of Person(s) Or Organization(s): |
| "Any person or organization for whom the named insured is operating under written contract when such contract requires a waiver of subrogation." |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

November 8th, 2017

Issue/Agenda Title: Approve and adopt Personal/Professional Services Contract with Day Wireless Systems to purchase, install and perform warranty service on specialty equipment for patrol vehicles purchased in 2017/18 fiscal year.

Category: Consent Calendar

Prepared By: Paul E Williams

Presented By: Sheriff Thomas J. Bergin

Issue before the Commission: Consider the proposed contract with Day Wireless Systems to supply and install specialty equipment for new build patrol vehicles. Contract also provides for warranty work.

Informational Summary: The Sheriff's Office sought quotes from four (4) vendors to up fit four (4) patrol and administrative vehicles in the 2017/18 fiscal year. The statement of work requires the vendor to purchase all specialty equipment, install the equipment and perform any requested repairs during the warranty term. The Sheriff's Office received three (3) timely and one (1) late submittal. The submittals were evaluated based on price, history of performance, quality of workmanship and responsiveness. The Sheriff's Office after consideration recommends the county enter into a contract with Day Wireless Systems to provide this service.

Fiscal Impact: Sufficient funds are appropriated in the 2017/18 fiscal year to execute the proposed contract.

Options to Consider:

1. Approve and adopt the proposed contract with Day Wireless Systems
2. Re-evaluate the submittals and chose another vendor
3. Seek additional request for quotes and chose another vendor.

Staff Recommendation: Approve and adopt the contract with Day Wireless Systems.

Recommended Motion: *"I move to approve and adopt the Personal Professional Services Contract with Day Wireless Systems and authorize the County Manager to execute."*

Attachment List:

- A. Personal/Professional Services Agreement with Day Wireless Systems.



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

Contract No. C6457

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County ("County") and Day Wireless Systems ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$36,000 to be paid to Contractor by County, Contractor agrees to perform between date of execution and June 30th, 2018, inclusive, the following specific personal and/or professional services:

Outfit all new Sheriff's Office vehicles in the 2017/18 fiscal year to include two (2) patrol chargers, one (1) administrative charger and one (1) Parole and Probation Tahoe with all police equipment as detailed in the attached quotes. Hourly rate will not exceed \$65.00/hr for install and travel time. Contractor will provide warranty and repair services for the term of the warranty whether that is Day Wireless Systems warranty or manufacturer warranty. Installation schedule will be determined by mutual consent. Any travel by the Contractor requires advanced consent by the County. Contractor will coordinate installation of communication equipment with Cascade Mobile. Attached quotes, warranty letter and Request for Quotes are incorporated in this agreement.

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

1. **COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
2. **WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
3. **GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
4. **COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the

- b. 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

REQUEST FOR QUOTES
PATROL VEHICLE UPFIT
CLATSOP COUNTY SHERIFF'S OFFICE
September 22, 2017

The Clatsop County Sheriff's Office is requesting quotes for vehicle upfit for the 2017/2018 fiscal year. The Sheriff's Office will need four vehicles upfitted with police equipment including two (2) standard Patrol Chargers, one (1) unmarked administrative Charger and one (1) Tahoe with cage only. The Sheriff's Office will use a separate company to install radios, CB's, in car repeaters and antennae. The vendor awarded the work will need to coordinate installation with this company to include wire/cable runs, antennae placement, etc. For the sake of comparison interested vendors will provide a quote on a standard Charger build as detailed below, the successful vendor will also upfit the other two platforms. The build outs may include using equipment removed from prior service vehicles.

Vendor submission will include the cost of each item installed, the cost of all supporting equipment (wiring, connectors, etc). Vendor will include the cost of installation broken down by man-hour. Vendor will provide their hourly shop rate for installation, hourly response/travel/transport rate if any or different. You will need to answer the following questions:

1. Do you have field repair personnel that would travel to our location for field repairs?
2. If so what is their hourly rate? Is travel time billed at a different rate?
3. What is your response time for field repairs?
4. If the repair is not conducive to field repair do you pick vehicles up and transport to your shop or is the Sheriff's Office responsible to deliver the vehicles to your shop?
5. Upon completion of initial installation do you deliver vehicle or is the Sheriff's Office responsible for picking the vehicle up at your shop?
6. From time of delivery to your shop what is the standard build time?

Your response to quote will include references for at least three law enforcement agencies that you have upfitted cars for in the last year.

Equipment:

Lighted front push bumper
Fender wraps/Pit Bars
Howler low tone siren system
Siren speaker with bracket
LED spotlight
LED Liberty Lightbar (or similar product)
Rear LED lighting for patrol vehicle (do not overdo it)
Trunk equipment trays
Wiring harness
Installation of Law Enforcement Graphics (side, and rear markings)
Vehicle cage/partition
Polycarbonate Window Guards
Rear door skins
Dual Weapon Mounts for AR-15 and shotgun

Console for equipment with brackets, cup holders, armrest and mic holders (radio, cb, siren control, tablet mount)
Pelican 8060 flashlight with charger
Whelen Siren Control Head 295SLSA6 (or similar product)
LED domelight
Prisoner lighting system
Rear prisoner transport seat
Power management/cut off system
In vehicle camera/recorder (currently used Garmin Dashcam 20 wired into the emergency light controller with manual activation switch)
KA Band dual antennae radar (Currently use Stalker Dual SL)
Ram Mount for Samsung Tab E with keyboard
Additional cigarette lighter plugs (3)
Additional charging options for USB type charging
Installation Hours and Cost

Please feel free to include any information that makes your company more competitive. If interested please email quotes to pwilliams@co.clatsop.or.us no later than September 25th 2017 at 1700. If you have any question you can contact me by email or phone at 503-325-8635.

Sincerely,
Paul Williams, Chief Deputy



September 25, 2017

Clatsop County Sheriff's Office
1190 SE 19th St
Warrenton, OR 97146

Subject: Request for Quotes Patrol Vehicle Upfits

Attn: Paul Williams

Day Wireless Systems is pleased to have the opportunity to provide Clatsop County with quality vehicle installation services. Since 1969 Day Wireless Systems has providing the west region with solutions from all types of communication to vehicle upfitting. At Day Wireless Systems we take pride in knowing how important it is to have emergency equipment working when you need it the most. From decommissioning your old cars to upfitting the new ones, Day Wireless Systems is dedicated to providing expert installations and first class customer service. Day Wireless Systems offers a life-time warranty on all workmanship whether it is on site or at Day Wireless. The Day Wireless Systems upfitting team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

This proposal shall remain valid for a period of 120 days from the date of this cover letter. Day Wireless will be pleased to address any concerns you may have regarding the proposal. Please direct any questions to your account manager, Todd Simmons, at 503-581-2932.

We thank you for the opportunity to furnish Clatsop County with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the emergency safety vehicle industry.

Sincerely,

Brent McGraw

Vice President of Operations

Day Wireless Systems



Quote

Quote # TS-09252017-1
Date: 9/25/2017
Expiration Date: 12/24/2017

To: Clatsop Co Sheriff

Paul Williams

| | | |
|----------------------|--------------------|---------------|
| Day Wireless Contact | Project Name | Payment Terms |
| Todd Simmons | Clatsop Co Charger | Net 30 |

| Parts & Materials | | | |
|-------------------|---|------------|----------------|
| QTY | Description | Price | Extended Price |
| 1 | Setina PB450L2 Dual Light Push Bumper | \$636.25 | \$636.25 |
| 1 | PB5 PB300/400 Fender Wraps | \$322.09 | \$322.09 |
| 1 | Siren Amplifier with One Speaker, Includes Mounting Bracket for 2015-2017 Dodge Charger | \$441.95 | \$441.95 |
| 1 | 100w Siren Speaker | \$140.00 | \$140.00 |
| 1 | Par 46 LED Spotlight | \$148.58 | \$148.58 |
| 1 | 48" nForce Lightbar | \$1,317.50 | \$1,317.50 |
| 2 | Rear LED insert (red/Blue) | \$67.50 | \$135.00 |
| 2 | mPower Rear Window Light | \$85.00 | \$170.00 |
| 2 | Light Bracket | \$15.00 | \$30.00 |
| 1 | Trunk Tray for Charger 2011+ | \$300.00 | \$300.00 |
| 1 | Dodge Charger Power Panel | \$500.00 | \$500.00 |
| 1 | Installation of Graphics | \$200.00 | \$200.00 |
| 1 | #10XL C Coated Polycarbonate With Expanded Metal Window Security Screen | \$668.59 | \$668.59 |
| 1 | Window Barrier Polycarbonate | \$142.50 | \$142.50 |
| 1 | Door Panel S TPO Plastic Black - Installs over OEM Door Panels | \$192.94 | \$192.94 |
| 1 | Dual T-Rail Mount 1 Small, 1 Universal XL, Handcuff Key Override | \$322.09 | \$322.09 |
| 1 | Charger Console | \$265.00 | \$265.00 |
| 1 | Dual Cup Holder | \$48.13 | \$48.13 |
| 1 | Arm Rest | \$40.00 | \$40.00 |
| 1 | Pelican 8060 Tac Flashlight | \$161.25 | \$161.25 |
| 1 | Whelen Controller Siren w/9 Switch | \$359.54 | \$359.54 |
| 1 | Dome Light | \$40.96 | \$40.96 |
| 1 | Grote White Light | \$15.00 | \$15.00 |
| 1 | Full Replacement Transport Seat TPO Plastic with Center Pull Seat Belt System | \$637.09 | \$637.09 |
| 1 | GamIn Dash Cam 20 | \$215.00 | \$215.00 |
| 1 | Stalker Dual Antenna Radar Sys | \$2,100.00 | \$2,100.00 |
| 1 | Ram Mount for tablet | \$144.38 | \$144.38 |
| 1 | Samsung Dock | \$47.50 | \$47.50 |
| 1 | Ram Keyboard Holder | \$45.75 | \$45.75 |
| 3 | Cig Plug | \$9.00 | \$27.00 |
| 1 | USB Charging Port | \$9.00 | \$9.00 |
| Equipment Total: | | | \$9,823.09 |

| Labor | |
|---------------------------|-------------------|
| Description of Work | Total |
| INSTALLATION OF EQUIPMENT | \$2,600.00 |
| Labor Total: | \$2,600.00 |

| Other Expenses | |
|---------------------|-----------------|
| Description | Total |
| EQUIPMENT SHIPPING | \$200.00 |
| SHOP SUPPLIES | \$100.00 |
| Other Total: | \$300.00 |

Grand Total: \$12,723.09

Notes

Quotation for goods and services named.

To Accept this quotation, sign here and return:

Date:

Thank you for your Business

QUESTIONS

1. We do have field repair personnel that will travel on sight if need be.
2. Our Hourly rate is \$65 per hour. On site or in the shop. Travel is billed at the same hourly rate.
3. We have a 24hr response time for field repairs
4. We will pick up the vehicle if that works best for the Sheriff's office for pick up or delivery fee of \$100 per vehicle.
5. We will deliver the vehicles for a charge of \$100 per vehicle or the Sheriff's office can pick them up. Whatever works best for the you.
6. The build will take no longer than 5 business days from commencement of work.



DAY
WIRELESS SYSTEMS
 2240 Judson St SE
 Salem, OR 97302
 503-581-2932
 tsimmons@daywireless.com

Quote

Quote # TS-10202017-1
 Date: 10/20/2017
 Expiration Date: 1/18/2018

To: Clatsop Co Sheriff's

Paul Williams

| | | |
|----------------------|-------------------------------|---------------|
| Day Wireless Contact | Project Name | Payment Terms |
| Todd Simmons | Clatsop Co Undercover Charger | Net 30 |

Parts & Materials

| QTY | Description | Price | Extended Price |
|-------------------------|------------------------------------|----------|-------------------|
| 1 | Dodge Charger Power Panel | \$500.00 | \$500.00 |
| 2 | Rear LED insert (red/Blue) | \$67.50 | \$135.00 |
| 2 | mPower Grille Lights | \$85.00 | \$170.00 |
| 1 | Visor Light Bar | \$700.00 | \$700.00 |
| 2 | mPower Rear Window Lights | \$85.00 | \$170.00 |
| 2 | Rear LED insert (Blue) | \$67.50 | \$135.00 |
| 4 | Light Bracket | \$15.00 | \$60.00 |
| 1 | Flasher | \$24.05 | \$24.05 |
| 1 | Charger Console | \$265.00 | \$265.00 |
| 1 | Dual Cup Holder | \$48.13 | \$48.13 |
| 1 | Arm Rest | \$40.00 | \$40.00 |
| 3 | Cig Plug | \$9.00 | \$27.00 |
| 1 | USB Charging Port | \$9.00 | \$9.00 |
| 1 | Pelican 8060 Tac Flashlight | \$161.25 | \$161.25 |
| 1 | Whelen Controller Siren w/9 Switch | \$359.54 | \$359.54 |
| 1 | Weapons Mount for Trunk | \$284.81 | \$284.81 |
| 1 | 100w Siren Speaker | \$140.00 | \$140.00 |
| Equipment Total: | | | \$3,228.78 |

| Labor | |
|---------------------------|-------------------|
| Description of Work | Total |
| INSTALLATION OF EQUIPMENT | \$1,820.00 |
| Labor Total: | \$1,820.00 |

| Other Expenses | |
|---------------------|-------------------|
| Description | Total |
| EQUIPMENT SHIPPING | \$100.00 |
| SHOP SUPPLIES | \$100.00 |
| Other Total: | \$200.00 |
| Grand Total: | \$5,248.78 |

Notes

Quotation for goods and services named.
 To Accept this quotation, sign here and return: _____ Date: _____
 Thank you for your Business



DAY WIRELESS SYSTEMS {03}
 2240 Judson Street SE
 Salem, OR 97302
 (503) 581-2932

QUOTATION

QUOTE NO.: 211478 - 00 RPT
 DATE: 10/20/17
 TERMS: NET 30

8199
 TO: Clatsop County Sheriff
 Po Box 658
 355 7Th Ave
 Astoria, OR 97103

Please reference Quote No. on
 Correspondence & purchase orders.
 Prices firm for 30 days.

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

| QTY | ITEM | DESCRIPTION | UNIT PRICE | TOTAL |
|-----|-----------------|--|--------------|----------|
| | | Tahoe | | |
| | | - | | |
| 1 | C-VS-2000-TAH-2 | HAVIS CONSOLE 2015 Tahoe 20" special service | 458.25 | 458.25 |
| 1 | C-CUP2-I | CUP HOLDER | 35.00 | 35.00 |
| 1 | C-ARM-102 | SIDE MOUNT ARM REST | 54.75 | 54.75 |
| 3 | 425-2273 | 12V power supply light adapter | 9.59 | 28.77 |
| 1 | PK1152TAH15 | #10XL C Coated Poly w/Expanded Metal Windo Cover | 668.75 | 668.75 |
| 1 | PK0123TAH152ND | 12VS 2nd expanded metal partition 2015 Tahoe | 322.50 | 322.50 |
| 1 | TECH_LABOR | Tech Labor | 585.00 | 585.00 |
| 1 | SHOP SUPPLIES | | 40.00 | 40.00 |
| | | | Item Summary | 2,193.02 |
| | | | Subtotal | 2,193.02 |
| | | | Inbound Frt | 130.00 |
| | | | Sales Tax | .00 |
| | | | Grand Total | 2,323.02 |

Continued on following page

| QTY | DESCRIPTION | UNIT PRICE | TOTAL |
|-----|-------------|------------|-------|
| | | | |

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE TERMS SUBJECT TO CREDIT REVIEW

Quoted rate for maintenance is for service during normal business hours at Day Wireless System locations within designated service area and require a signed contract.
 Maintenance contract coverage invoiced separately. Please contact our Sales or Service Representative for a quote on Preferred Customer 24/7 On Site maintenance.

BY **Todd Simmons** (503)581-2932 Ext **TSIMMONS@DAYWIRELESS.COM**

THIS QUOTE IS SUBJECT TO REVIEW BY MANAGEMENT FOR COMPLETENESS AND ACCURACY.

Accepted by _____ P.O. No. _____
 LEGAL NAME OF PURCHASER

_____ Date _____
 AUTHORIZED SIGNATURE

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

November 8, 2017

Issue/Agenda Title: Amendment #1 to IGA #154104 between Oregon Health Authority (OHA) and Clatsop County Department of Public Health for the Biennium July 1, 2017 through June 30, 2019

Category: Consent Calendar

Prepared By: Bryan Hall

Presented By: Michael McNickle

Issue before the Commission: The operation of the Health Department depends on funding from OHA and approval of this Intergovernmental Agreement will assist the department to operate through the 2017-19 biennium. There are routinely additional awards throughout the two year contract. This amendment allows additional funding for ongoing TB investigations up until the end of the calendar year. It also allows for improvements towards WIC client satisfaction as directed by the State WIC program. This is a one-time award to be spent on a specific set of improvements above and beyond normal operations. County Manager is authorized to sign this amendment. We need Board approval of the Resolution and Order to authorize expending these funds.

Informational Summary: Operation of the Health Department is primarily funded by the main public health contract, program fees, General Fund support and other private and governmental grants. This amendment allows for an increase of funding in two Program Elements within the Public Health contract.

Fiscal Impact: The State mandates a certain level of service elements to be administered by Local Health Agencies. This Amendment in the amount of \$13,814 increases our Public Health contract to a total of \$416,568.

Options to Consider:

1. Approve Resolution and Order related to Amendment #1 to the IGA #154104 for the 2017-19 biennium.
2. Do not authorize expenditure of funds.

Staff Recommendation: Option #1

Recommended Motion: *"I move to authorized Resolution and Order related to OHA/Clatsop County Health Department Amendment #1 to the IGA No. 154104 in the amount of \$13,820."*

Attachment List:

- A. Copy of Amendment #1 to the Intergovernmental Agreement 154104
- B. Resolution and Order
- C. Schedule A list



Agreement #154104

**FIRST AMENDMENT TO OREGON HEALTH AUTHORITY
2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This First Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2017 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clatsop County, acting by and through its Department of Public Health ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clatsop County.

RECITALS

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

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

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

AGREEMENT


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

8. This Amendment becomes effective on the date of the last signature below.

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

9. Signatures.

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

CLATSOP COUNTY
By: 
Name: Cameron Moore
Title: County Manager
Date: 10-25-17

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on July 25, 2017, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Mai Quach (or designee)
Title: Program Support Manager
Date: _____

**Attachment A
Financial Assistance Award**

| | | |
|---|---|---|
| State of Oregon | | Page 1 of 3 |
| Oregon Health Authority Public Health Division | | |
| 1) Grantee Name: Clatsop County Health & Human Services Street: 820 Exchange St., Suite 100 City: Astoria State: OR Zip Code: 97103 | 2) Issue Date August 24, 2017 | This Action AMENDMENT FY2018 |
| | | 3) Award Period From July 1, 2017 Through June 30, 2018 |
| 4) OHA Public Health Funds Approved | | |
| Program | Previous Award | Increase/ (Decrease) |
| PE 01 State Support for Public Health | 10,438 | 0 |
| | | 10,438 (e) |
| PE 03 TB Case Management | 622 | 6,536 |
| | | 7,158 (g,h,l) |
| PE 12 Public Health Emergency Preparedness | 73,801 | 0 |
| | | 73,801 (d) |
| PE 13 Tobacco Prevention & Education | 64,391 | 0 |
| | | 64,391 |
| PE 40 Women, Infants and Children FAMILY HEALTH SERVICES | 178,284 | 7,278 |
| | | 185,562 (b,c) |
| PE 41 Reproductive Health Program FAMILY HEALTH SERVICES | 16,724 | 0 |
| | | 16,724 (a) |
| PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES | 3,879 | 0 |
| | | 3,879 (i) |
| PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES | 6,279 | 0 |
| | | 6,279 (i,j) |
| PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES | 14,649 | 0 |
| | | 14,649 (i,j) |
| PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES | 2,068 | 0 |
| | | 2,068 (i) |
| PE 42 Babies First FAMILY HEALTH SERVICES | 6,621 | 0 |
| | | 6,621 |
| PE 43 Immunization Special Payments | 13,802 | 0 |
| | | 13,802 |
| 5) FOOTNOTES: | | |
| a) \$16,724 Award amount is estimated for FY2018. OHA/PHD has not received the Notice of Grant Award for the title X funding. Adjustment might be needed once the Notice of Award is received. b) The July-September 2017 grant is \$51,849 ; \$10,370 must be expended for Nutrition Education. \$2,306 must be expended for Breastfeeding Promotion. c) The October-June FY2018 grant is \$133,713 ; \$26,743 must be expended for Nutrition Education. \$6,919 must be expended for Breastfeeding Promotion. d) \$73,801 Award amount is estimated for FY2018. OHA/PHD has not received the Notice of Award for funding. Adjustments might be needed once Notice of Award has been received by OHA/PHD. e) \$10,438 Award amount is estimated for the period from 7/1/17-9/30/17. OHA/PHD has not yet received the funding amount for Fiscal Year 2018. Adjustments might be needed once the funding is received by OHA/PHD. | | |
| 6) Capital Outlay Requested in This Action: | | |
| Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year. | | |
| PROGRAM | ITEM DESCRIPTION | COST |
| | | PROG. APPROV |
| | | |

| State of Oregon Oregon Health Authority Public Health Division | | Page 2 of 3 | |
|---|-------------------|---|---|
| 1) Grantee Name: Clatsop County Health & Human Services | | 2) Issue Date August 24, 2017 | This Action AMENDMENT FY2018 |
| Street: 820 Exchange St., Suite 100 City: Astoria State: OR Zip Code: 97103 | | 3) Award Period From July 1, 2017 Through June 30, 2018 | |
| 4) OHA Public Health Funds Approved | | | |
| Program | Previous Award | Increase/ (Decrease) | Grant Award |
| PE 50 Safe Drinking Water Program | 11,196 | 0 | 11,196 (f) |
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| 5) FOOTNOTES: f) \$11,196 Award amount is estimated for Fiscal Year 2018. OHA/PHD has not yet received the Notice of Award for the funding. Adjustments might be needed once the Notice of Award is received by OHA/PHD. g) ----- h) \$122 Award amount for period from 1/1/2018 - 6/30/2018 is estimated. OHA/PHD has not yet received the Notice of Award for that period's funding. Adjustments might be needed once the Notice of Award is received by OHA/PHD. i) Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid). j) Funds for the MCH Title V programs for the period of 7/1/17-9/30/17 must be spent by 9/30/17. k) The July-September portion must be spent by September 30th, 2017. \$7,014 is the year-end one-time funding adjustment. \$264 is the second fresh fruit and veggies grant adjustment. | | | |
| 6) Capital Outlay Requested in This Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year. | | | |
| PROGRAM | ITEM DESCRIPTION | COST | PROG. APPROV |
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| State of Oregon Oregon Health Authority Public Health Division | | Page 3 of 3 | |
|--|-------------------------|---|---|
| 1) Grantee Name: Clatsop County Health & Human Services Street: 820 Exchange St., Suite 100 City: Astoria State: OR Zip Code: 97103 | | 2) Issue Date August 24, 2017 | This Action AMENDMENT FY2018 |
| | | 3) Award Period From July 1, 2017 Through June 30, 2018 | |
| 4) OHA Public Health Funds Approved | | | |
| Program | Previous Award | Increase/ (Decrease) | Grant Award |
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| TOTAL | 402,754 | 13,814 | 416,568 |
| 5) FOOTNOTES: 1) \$6,658 Must be spent by December 31st, 2017, out of that \$6,536 is awarded to support contact investigation work | | | |
| 6) Capital Outlay Requested in This Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year. | | | |
| PROGRAM | ITEM DESCRIPTION | COST | PROG. APPROV |
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Attachment B
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE #03 - Tuberculosis Services

| | | | | | | | | | | |
|--|-----------|---|-------|-------------------------------|-----|-------------------------|-----|-------|-------|--|
| Federal Award Identification Number(FAIN): | | 5NU52PS004708-03-00 | | TBD | TBD | 07/01/17-06/30/18 | | | | |
| Federal Award Date: | | 12/05/16 | | TBD | TBD | | | | | |
| Performance Period: | | 07/01/17-12/31/17 | | 01/01/18-06/30/18 | | | | | | |
| Federal Awarding Agency: | | CDG | | CDC | | State General Funds | | | | |
| CFDA Number: | | 93.116 | | 93.116 | | N/A | | | | |
| CFDA Name: | | Tuberculosis Control Programs | | Tuberculosis Control Programs | | TB Control & Prevention | | | | |
| Total Federal Award: | | \$604,598 | | \$604,598 Assumed | | \$134,787 | | | | |
| Project Description: | | TB Control & Prevention | | TB Control & Prevention | | TB Control & Prevention | | | | |
| Awarding Official: | | Gladys Gissentanna, Grants Mgmt Officer | | TBD | | | | | | |
| Indirect Cost Rate: | | 17.45% | | 17.45% | | | | | | |
| Research And Development(Y/N): | | N | | N | | | | | | |
| Agency/Contractors Name | DUNS | Award Amount | 6,658 | Award Amount | 122 | Award Amount | 378 | Total | 7,158 | |
| CLATSOP | 118455844 | \$ | | | | | | | | |

PE 40: WIC NSA

| | | | | | | | | | | | | |
|--|-----------|--|-----------------------|---|---|------------------------------|--|--|---------------------------|--|--|--------------------|
| Federal Award Identification Number(FAIN): | | 12-3510-0-1-605 | | | | | | | | | | |
| Federal Award Date: | | 02/01/17 | | | | | | | | | | |
| Performance Period: | | 10/01/17-9/30/18 | | | | | | | | | | |
| Federal Awarding Agency: | | Department of Agriculture/Food and Nutrition Service | | | | | | | | | | |
| CFDA Number: | | 10.557 | | | | | | | | | | |
| CFDA Name: | | Special Supplemental Nutrition Program for Women Infants | | | | | | | | | | |
| Total Federal Award: | | 24,757,038 | | | | | | | | | | |
| Project Description: | | WIC Program | | | | | | | | | | |
| Awarding Official: | | Debra Whitford | | | | | | | | | | |
| Indirect Cost Rate: | | 16.41% | | | | | | | | | | |
| Research And Development(Y/N): | | N | | | | | | | | | | |
| Agency/Contractors Name | DUNS | Total Initial FY18 Award | Base award adjustment | Increase Year-end one-time funding, \$7/part. | Increase 2nd fresh fruit and veggie grant | Revised July-Sept 2017 Award | Of the Grant, this must be spent on Nutrition Ed | Of the Grant, this must be spent on BF Promotion | Oct 2017 - Jun 2018 Grant | Of the Grant, this must be spent on Nutrition Ed | Of the Grant, this must be spent on BF Promotion | Revised FY18 Award |
| CLATSOP | 118455844 | \$ 178,284.02 | \$ - | \$ 7,014.00 | \$ 264.00 | \$ 51,849 | \$ 10,370 | \$ 2,306 | \$ 133,713 | \$ 26,743 | \$ 6,919 | \$ 185,562 |

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

In the matter of the adjustment of the fiscal year 2017-18 budget and appropriations by authorizing expenditure of unanticipated grant revenue from the Oregon Health Authority, Amendment #1, per ORS 294.463)
)
)
)
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)

RESOLUTION AND ORDER

It appearing to the Board that there is a need to make adjustments in the fiscal year 2017-18 budget by authorizing expenditure of unanticipated grant revenue from the Oregon Health Authority.

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

Where as it appearing to the Board that such adjustments are allowed pursuant to ORS 294.463; not, therefore, it is

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

ADOPTED AND APPROPRIATED this 8th Day of November 2017.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Scott Lee, Chair

SCHEDULE A
SCHEDULE OF APPROPRIATION ADJUSTMENTS

I. ADJUSTMENTS INVOLVING UNANTICIPATED GRANT REVENUE

| <u>Organizational Unit/Fund</u> | | | <u>Increase</u> | <u>Decrease</u> |
|---------------------------------|---------|----------|-----------------|-----------------|
| 007/4140 | Revenue | 81- 5210 | \$7,274 | |
| 007/4140 | Expense | 82- 2348 | 3,634 | |
| 007/4140 | Expense | 82- 2454 | 3,640 | |
| 007/4110 | Revenue | 81- 5201 | 6,540 | |
| 007/4110 | Expense | 82- 1209 | 6,000 | |
| 007/4110 | Expense | 82- 2345 | 540 | |

Comment: Amendment #1 to the IGA #154104 in the amount of \$13,814
We are requesting budget authority to receive and expend the grant dollars in fiscal year 2017-18.

Prepared by: Bryan Hall 10/23/2017
Oregon Health Authority, Amendment #1

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

November 8, 2017

Issue/Agenda Title: New Grant Agreement between American Cancer Society (ACS) and Clatsop County Department of Public Health. This grant in the amount of \$10,000 is for the prevention of cancer by increasing HPV vaccination rates.

Category: Consent Calendar

Prepared By: Bryan Hall

Presented By: Michael McNickle

Issue before the Commission: Authorize budget authority to expend grant received from the American Cancer Society for prevention of cancer by increasing HPV vaccination rates. This grant has already been approved by County Manager.

Informational Summary: Operation of the Health Department is primarily funded by the main public health contract, program fees, General Fund support and other private and governmental grants. This grant is a new funding source from the American Cancer Society for a specific project that was not anticipated while preparing the 2017-18 budget.

Fiscal Impact: This grant will allow outreach and needed vaccinations for clients without having to utilize General Fund dollars or having the client pay directly. The grant award is \$10,000. This will cover personnel costs, supplies and costs to develop an educational video.

Options to Consider:

1. Approve the budget authority for the grant from the American Cancer Society and perform work as outlined in grant.
2. Do not approve the grant and abandon outreach efforts in preventing cancer.

Staff Recommendation: Option #1

Recommended Motion: *"I move to authorize Resolution & Order for budget authority and to expend the American Cancer Society HPV Prevention grant funds in the 2017-18 fiscal year."*

Attachment List:

- A. Copy of American Cancer Society Grant Agreement 49165
- B. Resolution and Order
- C. Schedule A

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

In the matter of the adjustment of the fiscal year 2017-18 budget and appropriations by authorizing expenditure of unanticipated grant revenue from the American Cancer Society Contract #49165, per ORS 294.463)
)
) **RESOLUTION AND ORDER**
)
)
)

It appearing to the Board that there is a need to make adjustments in the fiscal year 2017-19 budget by authorizing expenditure of unanticipated grant revenue from the Oregon Health Authority.

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

Where as it appearing to the Board that such adjustments are allowed pursuant to ORS 294.463; not, therefore, it is

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

ADOPTED AND APPROPRIATED this 8th Day of November 2017.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Scott Lee, Chair

SCHEDULE A
SCHEDULE OF APPROPRIATION ADJUSTMENTS

I. ADJUSTMENTS INVOLVING UNANTICIPATED GRANT REVENUE

| <u>Organizational Unit/Fund</u> | | | <u>Increase</u> | <u>Decrease</u> |
|---------------------------------|---------|----------|-----------------|-----------------|
| 007/4160 | Revenue | 81- 8711 | \$10,000 | |
| 007/4160 | Expense | 82- 2533 | 10,000 | |

Comment: American Cancer Society HPV Prevention grant
We are requesting budget authority to receive and expend the grant dollars in fiscal year 2017-18.

Prepared by: Bryan Hall 10/17/2017
American Cancer Society #49165

ACS Contract No. 49165

Preventing Cancer by Increasing HPV Vaccination Rates in Clatsop County: ACS & Clatsop County Department of Public Health
COLLABORATIVE AGREEMENT

West Region

This Agreement is made and entered into as of August 1st, 2017, by and between the American Cancer Society, Inc., a New York not-for-profit corporation with a place of business at 0330 SW Curry Street, Portland, OR 97239 ("ACS"), and the Clatsop County Department of Public Health, a County Health Department who provides information and services to county residents that are relevant and timely to assure the community's health. The address is 820 Exchange Street, Suite 100, Astoria, OR 97103 (CCDPH).

WHEREAS, ACS is a health organization, qualified under section 501(c)(3) of the United States Internal Revenue Code, organized for the purposes of: (1) eliminating cancer as a major health problem, (2) preventing cancer, (3) saving lives and diminishing suffering from cancer, (4) research, (5) education, (6) advocacy, and (7) service;

WHEREAS, ACS has secured external funding from the OHSU Knight Cancer Institute Community Partnership Program to implement the "Preventing Cancer by Increasing HPV Vaccination Rates in Clatsop County" project with the purpose of providing education and outreach to increase HPV vaccination rates throughout the rural communities of Clatsop County, Oregon;

WHEREAS, Grantee advances the goals of increasing HPV vaccination rates through addressing practice capacity; client and provider directed interventions; supporting community outreach; the distribution of educational materials; and quality improvement initiatives in Clatsop County, Oregon; and

WHEREAS, ACS and Grantee desire to collaborate to achieve the goals set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, ACS and Grantee hereby agree to the terms this Agreement as follows:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, ACS and Grantee hereby agree to the terms this Agreement as follows:

1. Obligations of Grantee

- (a) **Scope of Work.** Grantee will conduct the evidence-based interventions and quality improvement initiatives and perform the other activities described on Exhibit A to support the goals of the project funded under this Agreement (**Preventing Cancer by Increasing HPV Vaccination Rates in Clatsop County**). Grantee must expend funds solely in accordance with Exhibit A and no funds will be disbursed to any organization or entity unless specifically outlined in Exhibit A. No material changes to the activities described on Exhibit A may be made without prior written consent of ACS.
- (b) **Reporting.** Grantee will provide a Final Report to ACS by **August 31, 2018**, for the performance period from August 1, 2017 to July 31, 2018. Unless otherwise instructed by ACS, all reporting will be submitted on templates provided by ACS. Grantee will provide any other information reasonably requested by ACS to evaluate Grantee's progress toward the targets and other objectives identified on Exhibit A. Reports should be submitted via email to: jenica.palmer@cancer.org. No reporting may contain any protected health information.
- (c) **Insurance.** During the term of this Agreement, Grantee will maintain policies of insurance in an amount and form adequate to cover any customarily insurable liabilities that may arise in

connection with its activities. Proof of such insurance coverage shall be provided to ACS upon request.

- (d) **Compliance with Law.** Grantee will at all times comply with all laws, regulations and policies applicable to its activities under this Agreement and/or the confidentiality of patient information including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Grantee will ensure that all physicians, nurses or other medical professionals conducting activities under this Agreement have and are in good standing with all appropriate accreditations, licenses and certifications.
- (e) **Permitted/Prohibited Uses of funds.** Grant funds may only be used for charitable, educational, scientific, or literary purposes described in Section 170(c)(2)(B) of the Internal Revenue Code ("the Code"). No grant funds may be used (i) to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; (ii) to influence legislation within the meaning of Section 501(c)(3) of the Code; or (iii) for "research" as defined under 45 CFR 46.102(d).
- (f) **Records and Audit.** Grantee shall show the grant funds separately on its books of account. A systematic accounting record shall be kept by Grantee of the receipt and disbursement of funds and expenditures incurred under this Agreement. Grantee agrees to allow ACS to inspect the accounting, disbursement, and financial practices of Grantee relevant to this Agreement at reasonable times upon prior notice. These records will include documents such as bills, invoices, cancelled checks, and receipts. Grantee shall maintain financial records related to this Agreement for a period of not less than seven (7) years after expiration of the Agreement.

2. Obligations of ACS

- (a) **Funding.** ACS will provide \$10,000 to Grantee to perform the activities set forth on Exhibit A. These funds will be paid in two installments as follows: (1) 75% within thirty (30) days of a fully executed Agreement; and (2) the remaining 25% within thirty (30) days of ACS's receipt of Grantee's final reports. Receipt of the final disbursement of funding is contingent upon Grantee satisfactorily meeting the goals specified in Exhibit A. It is expressly understood that ACS has no obligation to provide additional support to Grantee for this or any other project or purposes. Grantee acknowledges that failure of Grantee to submit an executed Agreement to ACS in a timely manner may result in rescinding the funding opportunity.

Grantee acknowledges that this Agreement is funded in part by the OHSU Knight Cancer Institute Community Partnership Program ("OHSU") and agrees that it will acknowledge the support and funding from ACS and OHSU in all Project Materials (as defined below) with funding acknowledgement approved by ACS. Grantee may not utilize any names, trademarks or logos of OHSU without permission. All communications between OHSU and Grantee shall be made through ACS. No direct communication is permitted between OHSU and Grantee without ACS's prior written approval. Any requests for site visits to Grantee locations by OHSU must be coordinated through ACS.

- (b) **ACS Materials.** ACS will provide Grantee with access to ACS Materials (as defined in Section 3 below), such as patient educational materials and promotional materials to support the grant funded Project.

3. Intellectual Property.

- (a) **Project Materials.** Any promotional, educational or other materials, presentations, or publications developed by Grantee in connection with this Project ("Project Materials") must acknowledge the funding of ACS and OHSU and must be submitted to ACS for approval prior to use in accordance with Section 3(b). Grantee hereby grants ACS a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, copy, alter, or otherwise use and to license others to use any and all Project Materials for mission-related purposes.
- (b) **License.** Subject to the terms of this Agreement including the approval requirements of Section 3(b), ACS grants Grantee a limited, revocable, non-exclusive, nontransferable, nonassignable right

and license to use the following trademark(s) of ACS (collectively, the "ACS Marks") and certain copyrighted materials that ACS may provide to Grantee in connection with the project (the "ACS Materials") solely for purposes of fulfilling its obligations under this Agreement during the term of this Agreement:



All rights and licenses of any kind in the ACS Marks and ACS Materials not expressly granted herein are exclusively reserved to ACS. Grantee agrees to use the ACS Marks only in accordance with ACS logo standards and such other reasonable instructions as may be provided from time to time to Grantee in writing. The ACS Marks and ACS Materials may not be altered or modified in any way whatsoever when used by Grantee other than as agreed in writing by ACS. Grantee will include the registration notice "®" where appropriate with all ACS Marks that are registered trademarks.

- (c) **Approval Requirements.** In order to protect the ACS Marks and the reputation and established goodwill of ACS, Grantee must obtain prior written approval of each and every use of the ACS Marks and the ACS Materials. Prior approval is also required for any promotional, educational or other public facing documents Grantee creates in connection with this Agreement. Grantee will give ACS at least ten (10) business days to review and approve all such Grantee materials, ACS Materials and/or uses of the ACS Marks. Approval will not be unreasonably withheld by ACS and may be provided via fax or email. All requests for approval should be directed to the ACS contact below. The ACS contact will be responsible for routing the request in accordance with ACS internal policies.

| ACS BRANDING CONTACT | |
|----------------------|--------------------------------------|
| Name | Jenica Palmer |
| Title | Health Systems Manager, Primary Care |
| Email | Jenica.palmer@cancer.org |

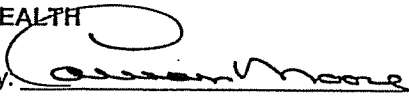
- (d) **Ownership.** Grantee acknowledges and agrees that, as between the parties, ACS is and shall remain the owner of the ACS Marks, the ACS Materials and all other intellectual property associated with the project, including but not limited to, patient education materials, flyers, posters, promotional and marketing materials, content in ACS databases and website, whether developed by Grantee alone or in conjunction with ACS. Grantee shall acquire no interest in the ACS Marks or the ACS Materials by virtue of its use of the ACS Marks or ACS Materials. In addition, Grantee acknowledges and agrees that ACS is entitled to utilize, reproduce and publicly disseminate any information and data reported by Grantee to ACS under this Agreement for any purposes in furtherance of ACS's mission.
- (e) **Effect of Termination.** Upon expiration or termination of this Agreement for any reason, Grantee shall immediately cease use of the ACS Marks, the ACS Materials and all names, trademarks or logos of Funder. Any of the aforementioned intellectual property that is in the possession of Grantee shall be returned to ACS or destroyed upon ACS' request except for documentation that Grantee is required to retain pursuant to Oregon Public Records law.
4. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue through July 31st, 2018. Either party may terminate this Agreement with cause to include unsatisfactory progress towards deliverables or without cause by giving thirty (30) days prior written notice to the other party. Upon termination, ACS's obligation to make further payments under the Agreement will cease. In addition, Grantee's license to the ACS Marks and right to use any ACS Materials will cease upon termination. Within sixty (60) days following expiration or termination of this Agreement for any reason, all funds that have not been expended or committed in strict accordance with the terms of this Agreement will be returned to ACS.

5. **Medical Services.** Both parties understand and agree that ACS is not a provider of medical services and shall not be responsible in any way for the administration of the screening tests/vaccinations, the administration of the diagnostic tests, the follow up with the participant, the provision of test results to the participant, or the selection or oversight of medical professionals conducting activities under this Agreement.
6. **Confidentiality.** During the term of this Agreement, ACS and Grantee recognize that certain confidential information may be disclosed to either party, both in written form and oral discussions. ACS and Grantee agree that confidential information will not be disclosed to any party except to its authorized representatives and will not, in whole or in part, be used by either party or its representatives directly or indirectly for any purpose other than in performing the engagement of activities referred to herein. This obligation of confidentiality shall not, however, apply to information that is required to be disclosed pursuant to any court or regulatory order served upon either party, provided that either party gives the other prompt notice of such order. Neither the terms of this Agreement nor the reporting delivered by Grantee hereunder shall be deemed confidential information. This confidentiality provision shall survive the expiration or earlier termination of this Agreement.
7. **Protected Health Information.** ACS and Grantee acknowledge and agree that no "protected health information" (as defined under HIPAA) will be disclosed to or collected by ACS in connection with this Agreement. Grantee specifically understands and agrees that no protection health information is permitted to be included in any reports or invoicing submitted to ACS. This provision shall survive the expiration or earlier termination of this Agreement.
8. **Promotion and Marketing.** Except as expressly permitted herein, Grantee shall not publish, distribute, or use ACS's name (or the name of any division, affiliate or subsidiary thereof), logo, trademark, service mark, or trade dress for the purpose of publicity or promotion, making a news release, creating website content or for products or service endorsement without prior written approval of ACS.
9. **No Agency or Joint Venture.** Nothing in this Agreement shall be construed to create any agency, partnership or joint venture relationship between ACS and Grantee. Neither ACS nor Grantee shall have the authority to act or bind the other.
10. **Assignment/Sub-Contracting.** The Agreement is being entered into in reliance upon and in consideration of the qualifications of Grantee. Grantee may not assign, delegate or sub-contract this Agreement or its obligations hereunder without the written consent of ACS, which may be withheld by ACS at its sole discretion. Any permitted sub-contracting or sub-granting will not relieve Grantee of its responsibilities under the Agreement. Grantee shall be fully responsible for the acts of its subcontractors and/or subgrantees and for ensuring that they abide by the requirements of this Agreement.
11. **Limitation of Liability**
 - (a) To the extent permitted by applicable law, Grantee agrees to indemnify, defend, and hold ACS, its directors, officers, employees, volunteers, affiliates and agents harmless from any and all claims, actions, causes of action, damages, costs, and expenses arising out of or resulting in any manner in whole or in part from Grantee's performance of services under this Agreement.
 - (b) ACS, its employees, volunteers, officers, directors, agents, and affiliates shall not be held liable for any injury to the person or property of Grantee, its employees, volunteers, officers, directors, agents, or affiliates or to the person or property of any screening participant, individual, entity or organization resulting in any manner in whole or in part from Grantee's performance of services or other actions relating to this Agreement.
12. **Signing Representatives.** The representative(s) signing this Agreement on behalf of ACS and Grantee each represents and certifies that he or she has been duly authorized to execute and deliver this Agreement and that upon execution and delivery hereto, this Agreement will be binding and enforceable in accordance with its terms against such party for whom such representative has signed.

13. **Severability.** The covenants set forth in the Agreement will be considered and construed as separate and independent covenants. If any part or provision of this Agreement is held invalid, void or unenforceable in any court of competent jurisdiction, the remainder of this Agreement will not be affected and each remaining provision or portion thereof will continue to be valid and effective and will be enforceable to the fullest extent permitted by law.

CLATSOP COUNTY DEPARTMENT OF PUBLIC HEALTH

AMERICAN CANCER SOCIETY, INC.

By: 

By: _____

Name: Cameron Moore

Name: _____

Title: County Manager

Title: _____

Date: 10-25-17

Date: _____

EXHIBIT A

COLLABORATIVE ACTION PLAN: Preventing Cancer by Increasing HPV Vaccination Rates in Clatsop County



Our organizations stand united in the belief that we can prevent cancer through the successful completion of the HPV vaccination series. This Collaborative Action Plan (CAP) is made between the American Cancer Society (ACS) and our Clatsop County Department of Public Health (CCDPH) partner in Oregon state. ACS and the CCDPH share a commitment to collaborate to increase HPV vaccination rates in adolescent boys and girls aged 11-17 years old in Clatsop County. As such, our organizations will work together to identify clinic, system and county-wide opportunities to increase HPV vaccinations and ensure providers and staff are knowledgeable about evidence-based strategies for the HPV vaccination.

To enhance our shared commitment, ACS and the CCDPH will work together as outlined below:

| Assessing Clinic Capacity & Identifying Baseline & Target Rates | | | |
|---|---|--|--|
| Objective | Activities | Timeframe | Measurement |
| Assess agency's readiness & ability to increase HPV vaccination rates | <ul style="list-style-type: none"> Complete Quality Improvement Readiness Assessment & HPV Vaccine Systems and Strategies Inventory tools with ACS Primary Care Health Systems Manager Review clinical practice to include electronic health record (EHR) function and utilization and policies/procedures. With support from the Oregon Health Authority and ACS, update and correct ALERT and other related databases to | August, 1 st 2017- July 31 st , 2018 | <p>Quality Improvement Readiness Assessment;</p> <p>HPV Vaccine Systems and Strategies Inventory;</p> <p>2017 Oregon Health Authority AFIX Assessment</p> <p>Quarterly progress report check-ins</p> |

| | | | |
|---|---|--|--|
| | <p>assure accuracy of HPV vaccine numbers</p> <ul style="list-style-type: none"> Determine and prioritize opportunities for interventions that increase HPV vaccination rates; Based on the assessment results, implement the clinical practice changes | | <p>Meeting Agendas</p> |
| HPV Provider Training | | | |
| <p>Objective</p> <p>Increase the Clatsop County medical community's knowledge and comfort level related to recommending HPV vaccination as a method of cancer prevention</p> | <p>Activities</p> <ul style="list-style-type: none"> Deliver training to clinic-based staff utilizing appropriate and affordable methods (e.g., webinars, on-site, group training) Utilize the ACS provider champion to deliver the You Are the Key to Cancer Prevention presentation which offers 1 hour of CME Work with OHSU, CCDPH and Clatsop County partners to plan training dates and locations Utilize incentives to attract RNs and MAs to attend the provider trainings (see budget). | <p>Timeframe</p> <p>August, 1st 2017- July 31st, 2018</p> | <p>Measurement</p> <p>Deliver at least 2 trainings throughout the project period.</p> <p># of providers trained</p> <p># of evaluation surveys completed</p> <p># of incentives provided</p> <p>Increase in knowledge</p> |
| Development of Educational Video | | | |
| <p>Objective</p> <p>Increase high school aged youth's awareness of the HPV vaccination as a method of cancer prevention.</p> | <p>Activities</p> <ul style="list-style-type: none"> Hire local professional videographer to produce an educational video using local high school students to promote the HPV vaccination throughout the Clatsop County high school aged community. Health Promotion and Family Planning staff will show the video during high school health education classes | <p>Timeframe</p> <p>August, 1st 2017- July 31st, 2018</p> | <p>Measurement</p> <p>Staff person hired</p> <p># of high school health classroom showings</p> <p># of high school students reached</p> <p># of cycles (i.e. okay to measure time – hour, day, etc. or numeric</p> |

| | | | |
|--|---|---|---|
| | <ul style="list-style-type: none"> • Play the video on a reel in the Clatsop County Department of Public Health on a regular basis | | number of showings per day/week/month shown in Health Department |
| Outreach: Distributing Educational Material for Teens, Parents & Clinical Teams | | | |
| Objective Increase awareness of HPV vaccination as a method of cancer prevention | Activities <ul style="list-style-type: none"> • CCDPH Health Promotion Team will engage and partner with county school district superintendents, faculty and staff to develop effective outreach tools to reach out to parents of appropriate-aged adolescents to discuss the importance of HPV and the vaccine • Develop and implement a targeted media campaign to promote the HPV vaccination in Clatsop County | Timeframe Tools identified by January, 2018 August, 1 st 2017- July 31 st , 2018 | Measurement Inventory & list of material available/distributed # of outreach events #of media touches to community (print, radio, etc.) |
| Someone You Love Showing | | | |
| Objective Engage Clatsop County community members for the showing of the Someone You Love documentary at least 3 times | Activities <ul style="list-style-type: none"> • Identify venue to show documentary in Astoria, Seaside and Cannon Beach • Host a post-film forum to discuss and answer questions about HPV, the documentary, follow-up appointments and consequences of non-vaccination • Properly promote and advertise the showings; provide food and beverages • Work with ACS Community Development staff and local community volunteers to help with recruitment of community members | Timeframe August, 1 st 2017- July 31 st , 2018 | Measurement Registration/Attendance Sheet (# of showings, # of participants) Pre-post knowledge test (increase in knowledge) |

Program Evaluation

Information to evaluate the effectiveness of evidence-based strategies to increase HPV vaccination rates should be collected throughout the year with as much specificity as possible.

At the end of the program year, a review of all collaborative efforts will be conducted to evaluate whether efforts met the program goals. Areas for future collaboration will be assessed and planned. Evaluation will also take place through the measurement components of the Collaborative Action Plan (see above). ACS will meet regularly with CCDPH either in person or via phone to check in on status of project activities.

Program Sustainability

After the project period ends, how will you sustain the program?

The project success will be sustained through a multipronged approach. The clinical quality improvement that results from a successful pilot will be sustained through clinical process improvement, electronic health record optimization and continued provider training. ACS staff will continue to monitor and support the health department and clinics where needed, engaging the national ACS HPV VACs team for additional support. Clatsop County ACS staff and volunteers will serve as community champions to continue to increase public awareness and acceptance of HPV vaccination.

What are the biggest challenges to sustainability and how will these challenges be addressed?

The biggest challenges to sustainability in this project are vaccine-hesitant parents and staff turnover necessitating further training. To address the challenge of vaccine-hesitant parents in the region, the CCDPH and ACS will recruit community leaders to champion the efforts of the project by highlighting the benefits of the vaccine and addressing HPV myths. To address the challenge of staff turnover, project leads will assure that if separation of employment from ACS or a partner occurs, continuation of key project components will be communicated prior to leaving the organization, and/or any needed retraining occurs.

Budget

| Item & Justification | Amount |
|--|----------|
| <p>Assessing Clinic Capacity & Identifying Baseline & Target Rates FTE for CCPH staff to update and correct ALERT and other related databases to assure accuracy of HPV vaccine numbers. This amount would cover the FTE required to have all CCPH staff assistants who touch the ALERT and AFIX databases to receive QI training on ALERT from staff from the American Cancer Society, Inc.</p> | \$3,000 |
| <p>Incentives HPV Provider Training Incentives (pre-paid coffee and VISA cards) to attract RNs and MAs to attend the provider training on HPV vaccinations by American Cancer Society, Inc. CCPH staff would identify RNs and MAs in pivotal medical clinics and provide these incentives for those who agree to attend the trainings. Incentives would only be provided after attendance was confirmed.</p> | \$500 |
| <p>Development of Educational Video Hiring a local, professional videographer to produce a video using High School-aged kids to promote HPV vaccination that would be available for Health Promotion and Family Planning Program staff to show during high school health classes. The video would also play on a reel in the Health Department's waiting room.</p> | \$2,000 |
| <p>Outreach: Distributing Educational Material for Teens, Parents & Clinical Teams FTE, supplies and materials for a CCPH Health Promotion Team staff member to engage and partner with all Clatsop County school district superintendents, faculty and staff to develop effective outreach tools to reach out to parents of appropriate-aged children to discuss the important of HPV vaccines. These activities could include peer-to-peer outreach events in the schools, SWAG nights, and developing an outreach tool with school administrators to send messaging to parents about the need to HPV vaccination protection. The funding would also cover the FTE needed to fund a media campaign (radio and print) to promote HPV vaccination.</p> | \$3,000 |
| <p>Someone You Love Showings Host viewings of the documentary, "Someone You Love" in a local venue in Astoria, Seaside and Cannon Beach for a minimum of 2 weekend nights and 2-week day during the Summer and Fall of 2017. The funding would cover FTE for CCPH staff to host a post-film forum to discuss and answer questions about HPV, film and the deleterious consequences of non-vaccination. The funds would pay for the advertisements, food and beverages, and other miscellaneous items that would assure a high number of viewers - as well as venue rental.</p> | \$1,500 |
| <p>TOTAL</p> | \$10,000 |

82-1191
 Staff
 REST

HPV II

82-1209

3000
 4000
 3000
 10000

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

November 8, 2017

Issue/Agenda Title: Ordinance 17-04 – An ordinance adopting amendments to the Clatsop County Comprehensive Plan regarding the Urban Growth Boundary for City of Cannon Beach (*Second Reading*)

Category: Public Hearing

Prepared By: Will Caplinger, Planning Manager

Presented By: Will Caplinger, Planning Manager

Issue before the Commission: Public hearing on Ordinance 17-04 – adopting amendments to the comprehensive plan to expand the City of Cannon Beach Urban Growth Boundary (UGB) to include one lot that is adjacent to the City’s existing UGB.

Informational Summary: On July 10, 2017 the Cannon Beach City Council approved an application for the UGB expansion, annexation and city zoning of Residential Very Low Density (RVL). The UGB expansion ordinance went before a joint meeting of the County Planning Commission and Board of Commissioners on October 25, 2017. The Planning Commission recommended approval, and the Board of Commissioners conducted the first reading by title only and continued the hearing to November 8, 2017 for the second reading and decision.

The attached Ordinance was updated to include the first reading and hearing on October 25th. The Ordinance Exhibits: A-Staff Report and findings supporting adoption; and Exhibit B- Map and Legal Description of the property to be added to the City’s UGB have not changed and were included in the October 25, 2017 agenda packet.

Fiscal Impact: None

Options to Consider:

1. Deliberate on Ordinance 17-04, make a decision, conduct the second reading by title only.
2. Take public testimony on Ordinance 17-04, deliberate, make a decision, conduct the second reading by title only.

Staff Recommendation: Option #1

Recommended Motion: *“I move to adopt Ordinance 17-04 amending the Clatsop County Comprehensive Plan to add the property shown in Ordinance Exhibit B to the City of Cannon Beach Urban Growth Boundary.”*

Attachment: Planning Commission Recommendation
Ordinance No. 17-04 (*NOTE: Exhibits included in October 25, 2017 packet*)

**RECOMMENDATION OF THE PLANNING COMMISSION
TO THE CLATSOP COUNTY BOARD OF COMMISSIONERS**

In the Matter of:

AN ORDINANCE ADOPTING
AMENDMENTS TO THE CLATSOP COUNTY
COMPREHENSIVE PLAN REGARDING THE
URBAN GROWTH BOUNDARY FOR THE
CITY OF CANNON BEACH

ORDINANCE #17-04

THE ABOVE ENTITLED MATTER came before the Planning Commission on October 25, 2017, for public hearing and consideration of a proposed Urban Growth Boundary Expansion.

THE PLANNING COMMISSION after reviewing the findings of fact in Exhibit "A" (Staff Report) has determined the proposed amendments are consistent with Clatsop County's Comprehensive Plan and Oregon's Statewide Planning Goals.

THE PLANNING COMMISSION considering all evidence provided by Clatsop County staff and public testimony provided at the public hearing, hereby **RECOMMENDS APPROVAL** based on the findings presented in "Exhibit A - Staff Report" attached hereto and by this reference made part hereof.

WHEREFORE, the Planning Commission, having reviewed the staff report, conducted a public hearing, accepted testimony, and deliberated on the evidence presented, by a vote of 5 in favor and 1 abstention hereby recommends that the Board of County Commissioners adopt the amendment to the Clatsop County Comprehensive Plan regarding the Urban Growth Boundary for the City of Cannon Beach.

SO ORDERED this 25th day of October 2017.

THE PLANNING COMMISSION FOR
CLATSOP COUNTY



Bruce Frandis, Chair

Recommendation

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

In the Matter of:

AN ORDINANCE ADOPTING
AMENDMENTS TO THE CLATSOP
COUNTY COMPREHENSIVE PLAN
REGARDING THE URBAN GROWTH
BOUNDARY FOR THE CITY OF CANNON
BEACH

ORDINANCE NO. 17-04

Doc # _____

Recording Date: _____

RECITALS

WHEREAS, on July 10, 2017 the City Council for the City of Cannon Beach (“City”) approved an expansion of the City urban growth boundary (“UGB”) to bring a single residential parcel into the boundary; and

WHEREAS, it was necessary to bring the parcel into the UGB because City water service was extended to the property in 2015, thereby providing an urban service to the property; and

WHEREAS, the County comprehensive land use plan needs to be amended to reflect the new UGB location for Cannon Beach; and

WHEREAS, notice of the proposed amendment to the County comprehensive plan was provided to the Department of Land Conservation and Development on August 31, 2017 as required by ORS 197.610; and

WHEREAS, pursuant to Clatsop County Land and Water Development and Use Ordinance (“LWDUO”) Section 2.110, notice of the proposed amendment was mailed to all owners of real property within 250 feet of the subject property on October 4, 2017; and

WHEREAS, pursuant to ORS 215.060 and LWDUO 2.125, notice of the joint hearing before the Planning Commission and Board of Commissioners was published in the Daily Astorian on October 13, 2017; and

WHEREAS, the Clatsop County Planning Commission and the Clatsop County Board of Commissioners held a joint hearing on October 25, 2017 and

WHEREAS, pursuant to LWDUO Section 2.035, the Planning Commission forwarded to the Board a Commissioners a recommendation that the Board approve the UGB amendment; and

WHEREAS, after due consideration of the matter, including the Planning Commission recommendation, public testimony and evidence in the record, the Board of Commissioners has determined it is reasonable, necessary, and in the public interest to amend the Comprehensive Plan to reflect the UGB expansion as proposed; now, therefore:

THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:

SECTION 1. The findings of the Staff report dated October 13, 2017, contained in the attached **Exhibit A**, including all interpretations of the Comprehensive Plan and Land and Water Development Ordinance contained therein, are hereby adopted in support of this decision.

SECTION 2. The Clatsop County Comprehensive Plan is hereby amended to add the property shown on the attached **Exhibit B** to the Cannon Beach UGB.

SECTION 3. The County Manager shall take such administrative action as necessary to implement this decision.

SECTION 4. Pursuant to Chapter III, Section 8(C) of the County Charter, this Ordinance takes effect 30 days from the date it is adopted.

Approved this ____th day of October, 2017

THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

By _____
Scott Lee, Chair

By _____
Theresa Dursse, Recording Secretary

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

November 8, 2017

Issue/Agenda Title: Ordinance 17-05: An ordinance adopting amendments to the Clatsop County Comprehensive Plan regarding the Urban Growth Boundary for City of Seaside (*Second Reading*)

Category: Public Hearing

Prepared By: Heather Hansen, Community Development Director

Presented By: Heather Hansen, Community Development Director

Issue before the Commission: Public hearing on Ordinance 17-05 – adopting amendments to the Comprehensive Plan to expand the City of Seaside Urban Growth Boundary (UGB) to include a 49-acre portion of an 80-acre parcel for the location of a new School District campus outside of the tsunami inundation zones.

Informational Summary: The City already adopted the UGB expansion and once the County Ordinance goes into effect the property will have city zoning. The UGB expansion ordinance went before a joint meeting of the County Planning Commission and Board of Commissioners on October 25, 2017. The Planning Commission recommended approval, and the Board of Commissioners conducted the first reading by title only and continued the hearing to November 8, 2017 for the second reading and decision.

The attached Ordinance was updated to include the first reading and hearing on October 25th. The Ordinance Exhibits: A-Staff Report and findings supporting adoption; and Exhibit B- Map and Legal Description of the property to be added to the City’s UGB have not changed and were included in the October 25, 2017 agenda packet. Written testimony submitted after the October 25 agenda packet was mailed out was entered into the record and handed out at the hearing; it can also be reviewed online at: <http://www.co.clatsop.or.us/pc/project/ordinance-17-05-seaside-urban-growth-boundary-expansion>

Fiscal Impact: None.

Options to Consider:

1. Deliberate on Ordinance 17-05, make a decision, conduct the second reading by title only.
2. Take public testimony on Ordinance 17-05, deliberate, make a decision, conduct the second reading by title only

Staff Recommendation: Option #1

Recommended Motion: *“I move to adopt Ordinance 17-05 amending the Clatsop County Comprehensive Plan to add the property shown in Ordinance Exhibit B to the Seaside Urban Growth Boundary, and conduct the second reading by title only.”*

Attachments: Planning Commission Recommendation; Ordinance No. 17-05 (*NOTE: Exhibits are included in October 25, 2017 agenda packet*)

**RECOMMENDATION OF THE PLANNING COMMISSION
TO THE CLATSOP COUNTY BOARD OF COMMISSIONERS**

In the Matter of:

AN ORDINANCE ADOPTING
AMENDMENTS TO THE CLATSOP COUNTY
COMPREHENSIVE PLAN REGARDING THE
URBAN GROWTH BOUNDARY FOR THE
CITY OF SEASIDE

ORDINANCE #17-05

THE ABOVE ENTITLED MATTER came before the Planning Commission on October 25, 2017, for public hearing and consideration of a proposed Urban Growth Boundary Expansion.

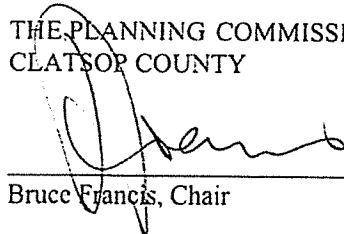
THE PLANNING COMMISSION after reviewing the findings of fact in Exhibit "A" (Staff Report) has determined the proposed amendments are consistent with Clatsop County's Comprehensive Plan and Oregon's Statewide Planning Goals.

THE PLANNING COMMISSION considering all evidence provided by Clatsop County staff and public testimony provided at the public hearing, hereby **RECOMMENDS APPROVAL** based on the findings presented in "Exhibit A - Staff Report" attached hereto and by this reference made part hereof.

WHEREFORE, the Planning Commission, having reviewed the staff report, conducted a public hearing, accepted testimony, and deliberated on the evidence presented, by a vote of 6 in favor and 0 opposed hereby recommends that the Board of County Commissioners adopt the amendment to the Clatsop County Comprehensive Plan regarding the Urban Growth Boundary for the City of Seaside.

SO ORDERED this 25th day of October 2017.

THE PLANNING COMMISSION FOR
CLATSOP COUNTY



Bruce Francis, Chair

Recommendation

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

In the Matter of:

AN ORDINANCE ADOPTING
AMENDMENTS TO THE CLATSOP
COUNTY COMPREHENSIVE PLAN
REGARDING THE URBAN GROWTH
BOUNDARY FOR THE CITY OF SEASIDE

ORDINANCE NO. 17-05

Doc # _____

Recording Date: _____

RECITALS

WHEREAS, Cannon Beach and Gearhart Elementary Schools, Broadway Middle School and Seaside High School will be severely damaged in the event of a Cascadia Subduction earthquake and related tsunami; and

WHEREAS, in November 2016, Seaside School District electors approved Measure 4-185 to provide funding to rebuild or relocate the schools to a new site or sites outside the Tsunami Inundation Zone (“TIZ”); and

WHEREAS, the School District determined that it needs a site of approximately 50 acres for a new school campus; and

WHEREAS, the District and City determined there are no suitable sites of sufficient size inside the City’s existing UGB; and

WHEREAS, the District and the City identified a 49-acre site that is outside the City’s TIZ and adjacent to the existing Seaside Heights Elementary School; and

WHEREAS, on October 9, 2017 the City Council for the City of Seaside (“City”) approved an expansion of the City urban growth boundary (“UGB”) to bring the 49-acre site into the UGB; and

WHEREAS, the County comprehensive land use plan needs to be amended to reflect the new UGB location for Seaside; and

WHEREAS, notice of the proposed amendment to the County comprehensive plan was provided to the Department of Land Conservation and Development on August 31, 2017, as required by ORS 197.610; and

WHEREAS, pursuant to Clatsop County Land and Water Development and Use Ordinance (“LWDUO”) Section 2.110, notice of the proposed amendment was mailed to all owners of real property within 750 feet of the subject property on October 4, 2017; and

WHEREAS, pursuant to ORS 215.060 and LWDUO 2.125, notice of the joint hearing before the Planning Commission and Board of Commissioners was published in the Daily Astorian on October 13, 2017; and

WHEREAS, the Clatsop County Planning Commission and the Clatsop County Board of Commissioners held a joint hearing on October 25, 2017; and

WHEREAS, pursuant to LWDUO Section 2.035, the Planning Commission forwarded to the Board a Commissioners a recommendation that the Board approve the UGB amendment; and

WHEREAS, the Clatsop County Board of Commissioners conducted the first reading of the Ordinance on October 25, 2017, closed the record and continued the hearing to November 8, 2017; and

WHEREAS, the Clatsop County Board of Commissioners conducted the second reading of the Ordinance on November 8, 2017 and deliberated, and

WHEREAS, after due consideration of the matter, including the Planning Commission recommendation, public testimony and evidence in the record, the Board of Commissioners has determined it is reasonable, necessary, and in the public interest to amend the Comprehensive Plan to reflect the UGB expansion as proposed; now, therefore:

THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:

SECTION 1. The findings of the Staff report dated October 13, 2017, contained in the attached **Exhibit A**, including all interpretations of the Comprehensive Plan and Land and Water Development Ordinance contained therein, are hereby adopted in support of this decision.

SECTION 2. The Clatsop County Comprehensive Plan is hereby amended to add the property shown on the attached **Exhibit B** to the Seaside UGB.

SECTION 3. The County Manager shall take such administrative action as necessary to implement this decision.

SECTION 4. Pursuant to Chapter III, Section 8(C) of the County Charter, this Ordinance takes effect 30 days from the date it is adopted.

Approved this 8^h day of November, 2017

THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

By _____
Scott Lee, Chair

By _____
Theresa Dursse, Recording Secretary

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

November 8, 2017

Issue/Agenda Title: Ambulance Service Area Advisory (ASAA) Committee Appointment

Category: Business Agenda

Prepared By: Vincent Aarts

Presented By: Tiffany Brown

Issue before the Commission: Approve recommended appointment to the ASAA Committee.

Informational Summary: The Ambulance Services Area Advisory Committee meets quarterly to hear concerns regarding the service provided by Medix and to review the ASA Plan, gather input, and recommend revisions to the plan when appropriate. The Committee is facilitated by the County Emergency Manager and staffed by the Public Health Director and/or County Health Officer.

The ASAA Committee has two committee vacancies both for Citizen positions. After advertising the vacant position in August, the County received one application for membership to the ASAA Committee from Katrina Godderz. On October 9, 2017, the ASAA Committee reviewed the application and unanimously voted to recommend that the Board of County Commissioners approve the appointment of Katrina Godderz to the committee effective on the date of signature.

Fiscal Impact: None.

Options to Consider:

1. Approve recommended appointment to the ASAA Committee.
2. Reject the recommended appointment to the ASAA Committee.

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve the ASAA Committee recommendation to appoint Katrina Godderz to the Ambulance Service Area Advisory Committee."*

Attachment List:

- A. Godderz Application
- B. Ambulance Services Area Advisory Committee Meeting Minutes

Clatsop County Oregon

Published on *Clatsop County Oregon* (<https://www.co.clatsop.or.us>)

[Home](#) > [Committee Application - Online](#) > [Webform results](#) > Submission #371

Submission information

Form: [Committee Application - Online](#)
Submitted by Visitor (not verified)
Tuesday, September 12, 2017 - 11:05am
170.173.0.22

Date

09/12/2017

Name

Katrina Anne Godderz MD

Mailing Address

210 West Grand Avenue

City

Astoria

Street Address

210 West Grand Avenue, Astoria, OR 97103

Email

katrina.godderz@gmail.com

Telephone

5093156319

Current Occupation

Emergency Medicine Physician

Years Resident of County

1

In which Commissioner District do you reside?

1

Committee, Board or Commission applied for:

Ambulance Service Advisory Committee

Background (relevant education, training, experience, etc.)

I am an Emergency Medicine physician and have daily interaction with EMS services. I have worked in four different EMS systems (Detroit/Wayne Co., Miami-Dade Co., Florida Keys/Monroe Co. and Clatsop Co.) as well as spent time with the Red Cross EMS in San Miguel De Allende, Mexico. In my capacity as an ED physician, I am BLS, ACLS, ATLS, PALS and NRP certified.

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

I am new to Clatsop County, having moved here 1 year ago, though I am originally from the Pacific NW. I am keen to become involved in this community, and, as my professional background is in medicine, particularly in provision of quality medical care to the residents (and visitors) of the North Coast.

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800 Exchange Street, Suite 410 Astoria, OR 97103

Source URL: <https://www.co.clatsop.or.us/node/2050/submission/371>



Clatsop County

County Manager's Office

800 Exchange St., Suite 400

Astoria, Oregon 97103

www.co.clatsop.or.us

Phone (503) 325-1000

Fax (503) 325-8325

MINUTES

Ambulance Services Area Advisory Committee Meeting

Monday, October 9, 2017 at 1:00 p.m.

800 Exchange Street, 4th Floor, Suite 430

Astoria, Oregon

Call to Order

Johnson called the meeting to order at 1:00 p.m.

Attendance

Vincent Aarts, Jill Tillotson, Bob Johnson, Mel Jasmin, Tiffany Brown, Duane Johnson and Michael McNickle. Paul Olheiser appeared by phone for a portion of the meeting.

Additions/Changes to the Agenda & Minutes

None.

New Business

- a. Review Medix Reports. Committee members reviewed the monthly reports and summary.
- b. Committee vacancy applications. An application had been received from Katrina Godderz to fill one of the current committee vacancies. Johnson said he'd had contact with her in the course of work, he characterized her as sharp/straightforward, and said she'd be a good addition to the committee. Others noted that her medical experience made her an ideal candidate. Chair Johnson asked for all in favor of recommending Godderz for the committee appointment, and Tillotson, Olheiser, Jasmin, McNickle and Johnson (for Mullins) responded favorably, and there was no opposition.

Member/Committee Reports

- a. Chair. No report.
- b. ASAAC Franchise Agreement Representative. No report.
- c. Citizen report. No report.
- d. County Health Officer. No report.
- e. Physician report. No report.
- f. Registered Nurse. No report.
- g. Fire Representative. No report.
- h. Public Health Director. No report.

- i. ASAA Committee Administrator. Brown reminded that the first Periodic Assessment required by the new agreement was due in December, and she'd be reporting back on the process at the January meeting.

Business from the Public

None.

Next Meeting

Monday, January 8th @ 1:00 p.m.

Adjournment

1:13 p.m.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

November 8, 2017

Issue/Agenda Title: Approving the amendment to the Provider Services Agreement with Clatsop Behavioral Healthcare for Developmental Disabilities Services

Category: Business Agenda

Prepared By: Jill Quackenbush

Presented By: Jill Quackenbush

Issue before the Commission: Approval of an amendment to the contract with Clatsop Behavioral Healthcare for the provision of community developmental disability services required by the Oregon Department of Human Services 2015-2017 intergovernmental agreement # 148059.

Informational Summary: The Oregon Department of Human Services provides biennial funding to counties to provide services for the developmentally disabled. Clatsop Behavioral Healthcare is the local provider meeting the approved statutory and program requirements of the Oregon Department of Human Services and Clatsop County's contracted provider for community developmental disability services. Clatsop Behavioral Healthcare, per contract, is required to adhere to all service, reporting, and statutory requirements detailed in the IGA # 148059. The 2015-2017 IGA has been restated and extended by the State, therefore the Provider Agreement must also be extended to correlate with the termination of the date of IGA #148059.

This agreement increases the FY 2017-2018 pass through expenditures for developmental disability services by \$259,973.00, therefore an increase to budget authority is requested.

This amendment will extend and restate the current contract to terminate on June 30, 2019.

Fiscal Impact: The 2017-2019 biennial amount provided by Oregon Department of Human Services for community developmental disabilities programming is \$1,735,445.00. Funding is based on clients served and will be passed through the County to Clatsop Behavioral Healthcare. The Oregon Department of Human Services may amend the financial assistance award during the biennium.

Options to Consider:

1. Approve and sign amendment with Clatsop Behavioral Healthcare for community developmental disabilities services and R&O for the budget adjustment
2. Decline contracting with CBH and direct staff to RFP for services from another provider

3. Decline contracting with CBH and provide developmental disability services in-house through a Clatsop County department

Staff Recommendation: Option #1

Recommended Motion: *“I move to approve and authorize the County Manager to sign the amendment to the 2015-2107 Provider Agreement with Clatsop Behavioral Healthcare for community developmental disabilities services and any subsequent amendments; and approve Chair Lee to sign the resolution and order authorizing the expenditure of unanticipated grant revenue.”*

Attachment List:

- A. Amendment to Provider Agreement with CBH
- B. Resolution and Order for budget adjustment
- C. Schedule A



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

**AMENDMENT TO
 CLATSOP COUNTY PROVIDER AGREEMENT**

This AGREEMENT AMENDMENT is by and between **Clatsop County** (COUNTY) and **Clatsop Behavioral Healthcare** (PROVIDER). COUNTY and Provider entered into an Agreement effective July 1, 2015 for Provider to provide the services required of County by State of Oregon contract #148059 for the 2015-2017 bienneium. Contract #148059 has been restated and extended by the State, therefore the Provider Agreement must also be extended to correlate with the termination date of IGA #148059.

NOW THEREFORE, COUNTY and PROVIDER agree to amend the Agreement as follows:

1. The Termination Date in Section 1. TERM, shall be extended to June 30, 2019.
2. Provider acknowledges receipt the Restated and Extended contract #148059 and will comply with the Agreement, all Amendments, and all subsequent Amendments
3. In all other respects the original Agreement remains unchanged.

Further, the parties hereby reserve all rights and remedies accruing prior to the date of execution of this amendment.

FOR COUNTY:

FOR PROVIDER

 Cameron Moore, County Manager Date
 Clatsop County

 Amy Baker, Executive Director Date
 Clatsop Behavioral Healthcare

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

In the matter of the adjustment of the fiscal)
year 2017-18 budget and appropriations by) RESOLUTION AND ORDER
authorizing expenditure of unanticipated grant)
revenue per ORS 294.463.)

It appearing to the Board that there is a need to make adjustments in the fiscal year 2017 -18 budget by authorizing expenditure of unanticipated grant revenue.

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

Where as it appearing to the Board that such adjustments are allowed pursuant to ORS 294.463; now, therefore, it is

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

ADOPTED AND APPROPRIATED this 8th Day of November 2017.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Scott Lee, Chair

Schedule A

2017-18 Budget Adjustments

I. ADJUSTMENTS INVOLVING EXPENDITURE OF UNANTICIPATED GRANT REVENUE

| <u>ORGANIZATION UNIT/FUND</u> | <u>INCREASE</u> | <u>DECREASE</u> |
|---|-----------------|-----------------|
| Developmental Disabilities 033/7150/81-4852 | \$94,070 | |
| Developmental Disabilities 033/7150/81-4840 | \$154,968 | |
| Developmental Disabilities 033/7150/81-4847 | \$10,935 | |
| Developmental Disabilities 033/7150/82-3156 | \$94,070 | |
| Developmental Disabilities 033/7150/82-3124 | \$154,968 | |
| Developmental Disabilities 033/7150/82-3151 | \$10,935 | |

Comment: This adjustment is due to unanticipated grant revenue from the state for Developmental Disability services.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

November 8, 2017

Issue/Agenda Title: Consider an offer on County owned property.

Category: Business Agenda

Prepared By: Sirpa Duoos

Presented By: Sirpa Duoos, Property Management Specialist

Issue before the Commission: Consider an offer on County owned property.

Informational Summary: Clatsop County accepts offers on properties left over from prior auctions according to Property Management Policy. Sealed bids are opened every third Thursday of the month and offers that either meet or exceed 80% of the minimum bid are presented to the Board for consideration.

Clatsop County came into title via tax foreclosure of properties located in Warrenton listed as below:

- 81021BC01200
- 81021CB00400
- 81021CB00500
- 81021CB00600
- 81021CB01500
- 81021CC00401

These parcels were offered for sale at a public auction on September 19, 2017 with a minimum bid of \$250,000 CASH, consisting of 7.36 acres. These tax lots have access from Juniper Street in Warrenton. One insufficient bid of \$100,000 was offered at the auction by Dean Larson.

On October 19, 2017 staff received two sealed bids as detailed below:

- Dean Larson, Creative Land Use LLC for \$120,000 CASH
- Sandridge Construction LLC for \$205,000 CASH.

The offer of \$120,000 does not meet the County's Property Management Policy of 80% of the minimum bid after auction. The offer of \$205,000 is 82% of the minimum bid.

Fiscal Impact: The proceeds of the sale will be distributed to the taxing districts after costs are deducted. Costs include deed recording fee and County counsel legal fee. The property will be added to the tax roll for 2018-19.

Options to Consider:

1. Accept the offer by adopting the Resolution & Order and authorize the Chair to sign the deed.
2. Counter offer
3. Take no action.

Staff Recommendation: Option #1

Recommended Motion: *"I move to adopt the Resolution and Order and authorize the Chair to sign the deed."*

Attachment List:

- A. Resolution & Order
- B. Quitclaim Deed
- C. Map
- D. Earnest Money Agreement/Sealed Bid offer

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

4 IN THE MATTER OF CERTAIN)
5 SALE OF COUNTY LAND) RESOLUTION AND
6 PURSUANT TO ORS 275.200) ORDER
7 AFTER AUCTION)
8
9

10 WHEREAS, ORS 275.200 authorizes the sale of County land not sold by Sheriff
11 at public auction by private sale without further notice; and
12

13 WHEREAS, the parcel described in Exhibit "A" was exposed for sale, at
14 minimum bid of \$250,000 Cash, at September 19th public auction;
15

16 WHEREAS, one insufficient bid of \$100,000 was received at the auction and it
17 was not sold; and
18

19 WHEREAS, the County received two written offers after the public auction via
20 sealed bid opened on October 19, 2017, see attached Exhibit "B"; and
21

22 WHEREAS, Sandridge Construction LLC has submitted the highest offer after
23 auction and it complies with the County's Property Management Policy of meeting or
24 exceeding 80% of the minimum bid after auction;
25

26 NOW THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the
27 Clatsop County Board of Commissioners accept the higher offer in Exhibit "B" from
28 Sandridge Construction LLC, authorize the Chair to sign the Quitclaim Deed and
29 authorize the Assessor/Tax Collector to distribute the proceeds of the sales according to
30 state statute.
31

32 Dated this _____ day of November 2017
33
34
35

36 BOARD OF COUNTY COMMISSIONERS
37 FOR CLATSOP COUNTY, OREGON
38

39 _____
40 Scott Lee, Chairperson
41
42
43
44
45
46

EXHIBIT A

AB6439

NOTICE OF COUNTY LAND SALE

Pursuant to ORS 275.110 and Resolution and Order of the Clatsop County Board of Commissioners dated August 23, 2017, at 10:00 a.m. on **Tuesday, September 19, 2017**, I shall proceed to sell the properties indicated below at a public auction, in the Judge Guy Boyington Building, 857 Commercial St., Astoria, Oregon, to the highest and best bidder in Cash. The sale of property is **AS IS** and includes all of the right, title and interest, if any there be, in and to the following described real properties situated in Clatsop County, Oregon, provided, however, that Clatsop County does not warrant or guarantee the extent to which it has any title or interest in the properties or to the extent to which the properties are free from any encumbrances or claims. The Properties to be sold are:

| Sale # | Map & Tax Lot | General Area | Acres | RMV \$ | Cash Min. Bid |
|---------------|--|---|--------------|---------------|----------------------|
| 17-04 | 51010DA00500 | South of Seaside | 0.25 | 51,946 | 2,500 CASH |
| 17-05 | 51010DA01000 | South of Seaside | 0.25 | 55,354 | 3,000 CASH |
| 17-30 | 80909CC05000, 5001 & 5100 | 29 th & Irving in Astoria | 0.70 | 31,471 | 20,000 CASH |
| 17-31 | 81021BC01200, 81021CB00400, 500, 600, 1500 & 81021CC00401 | Warrenton, east of Juniper and north of 9 th street. | 7.36 | 143,710 | 250,000 CASH |

SALE TERMS: Cash or Certified Check by 5:00 p.m. on day of sale, except for parcel 17-31, which requires a non-refundable deposit of \$25,000 down by 5 P.M. on the day of sale and balance due in 30 days (October 19, 2017).

Clatsop County shall not warrant or defend the titles of the properties offered for sale to be free of defects or encumbrances and will not warrant that its foreclosure proceedings or any other proceeding authorizing sale of these properties to be free of defects and will only sell and convey such titles, if any, as the County has acquired. Interested bidders are encouraged to obtain a title report prior to bidding. Conveyance is subject to any recorded easements to the United States or any agency thereof. The Clatsop County Board of Commissioners reserves the right to reject any and all bids. A bid packet is available in the office of the Clatsop County Property Management, 820 Exchange Street, Suite 230, Astoria, Oregon, weekdays between 8:30 a.m. and 5:00 p.m. For further information, contact Sirpa Duoos, Property Specialist at (503) 338-3674.

Clatsop County Sheriff

Published: August 25, September 1, 8, 15, 2017

EXHIBIT "B"

1

2

3

Parcel 17-31

| Assessor's Acct. # | Min. Bid | Offer | RMV | Name of Bidder |
|---|-----------------|-----------------|---------|-----------------------------|
| 81021BC01200 81021CB00400, 500, 600, 1500 and 81021CC00401 | 250,000 CASH | 205,000 CASH | 143,710 | Sandridge Construction, LLC |
| 81021BC01200 81021CB00400, 500, 600, 1500 and 81021CC00401 | 250,000 CASH | 120,000 CASH | 143,710 | Creative Land Use, LLC |

4

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

GRANTEE:
Sandridge Construction LLC
15 NW 17th Place
Warrenton, OR 97146

QUITCLAIM DEED

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

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

LEGAL: See Exhibit "A" attached hereto and incorporated herein by reference.

ASSESSOR'S ACCT. NO. 81021BC01200, 81021CB00400, 500, 600, 1500 and 81021CC00401
ACCT. ID No's. 30493, 30587, 30588, 30589, 30602 and 30607
SITUS ADDRESS: Vacant land off of Juniper Avenue in Warrenton

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

The true and actual consideration paid for this transfer stated in terms of dollars is **TWO HUNDRED FIVE THOUSAND (\$205,000) DOLLARS.**

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

IN WITNESS WHEREOF, the grantor has executed this instrument this ____ day of November, 2017.

Scott Lee, Chair

STATE OF OREGON)
) ss.
County of Clatsop)


This Quitclaim Deed was acknowledged before me on this ____ day of November, 2017 by, _____ as Chairperson of the Board of Commissioners for Clatsop County, a political subdivision of the State of Oregon.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

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

Sandridge Construction LLC
15 NW 17th Place
Warrenton, OR 97146

APPROVED AS TO FORM:



COUNTY COUNSEL

EXHIBIT "A"

LEGAL DESCRIPTION: Lots 1 through 4, Block "E", Lots 1 through 10, Block "G", Lots 1 through 8, Block "F", Walter C. Smith's Warrenton, in the City of Warrenton, County of Clatsop, State of Oregon. Also including a parcel or tract of land in the SW $\frac{1}{4}$ of Section 21, township 8 North, Range 1- West, Willamette Meridian, Clatsop County, Oregon, described as follow: Beginning at the SW corner of Smith's Warrenton Addition which is also the SE corner of Oregon Washington Plywood property as described in Vol. 256, Page 677, Deed Records, Clatsop County, Oregon. Thence west along the south line of said Oregon Washington Plywood property a distance of 720.00 feet to a point which is the SW corner of said Oregon Washington Plywood property; said point is also on the easterly right of way line of SE Juniper Avenue.

Thence south along the easterly right of way line of SW Juniper Avenue a distance of 231.00 feet more or less to a point which is the north line of City of Warrenton property as described in Vo. 192, Page 153, Deed Records, Clatsop County.

Thence east along the north line of said Warrenton property a distance of 720.00 feet to a point which is the northeast corner of said Warrenton City property and also a point on the east line of L. Newton property as described in Vol. 249, Page 591, Deed Records, Clatsop County, Oregon.

Thence north along the east line of said L. Newton property a distance of 231.00 feet more or less to the point of beginning.

Also a tract in the SW quarter of Section 21, Township 8 North, Range 10 West, of the Willamette Meridian in the City of Warrenton, County of Clatsop, State of Oregon, described as follows:

The North 448.9 feet of the West half of the following described tract:

Beginning at the SW corner of land bought by Pat O'Hara from D. K. Warren and wife by deed dated March 8, 1884, recorded in Book 9, Page 559, Deed Records;

Thence East 18 rods;

Thence North 72 rods;

Thence West 18 rods;

Thence South 72 rods to the point of beginning. EXCEPTING therefrom any portion of said tract, if any lying Northerly of the Southerly line of the Plat of W. C. Smith's Warrenton, recorded April 22, 1896 in Book 3, Page 5 Plat records.

PARCEL # 17-31

| | |
|---|--|
| MAP # 81021BC01200, 81021CB00400, 500, 600, 1500 & 81021CC00401 | Minimum Bid \$250,000 CASH |
| Real Market Value \$143,710 | Assessed Value \$92,663 |
| Acreage: 7.36 | General Area: Warrenton |
| Zoning: R-40, Low Density Residential and RGM R-10 Growth Management Zone | Special Overlay: Locally Significant Wetlands |
| Comments: A non-refundable deposit of 10% of minimum bid (\$25,000) down by 5 P.M. on day of sale, balance due in 30 days. | |





CLATSOP COUNTY
PROPERTY MANAGEMENT

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

EARNEST MONEY AGREEMENT FOR SEALED BID OFFER FORM

PROVIDE ALL INFORMATION REQUESTED OR OFFER WILL BE REJECTED.

Print legibly or type

NAME: (This will be printed on Deed) Sandridge Construction LLC

ADDRESS: (For tax statement purposes) 15 N.W. 17 PL
Warrenton, OR 97146

DAYTIME PHONE: 503-861-1133 or 503-440-6818

Assessor's map and tax lot number: 81021 BC 1200
81021 CB 00400

Amount of offer: \$205,000.00 CASH
500,600,1500 & 81021 CC00401

Enclose a \$200.00 deposit with the offer.

Offers must be received in our office by 3:00 p.m. on Thursday, October 19, 2017. Return to: Clatsop County Property Management, 820 Exchange Street, Suite 230, Astoria, Oregon 97103 (Postmarks not accepted).

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

READ AND SIGN BELOW:

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

I understand the property is offered for sale AS IS.

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

Signature Selbit Branson Date 10/18/17

(Attach Sealed Bid Process)

SEALED BID PROCESS AFTER AUCTION

When staff receives an offer on a parcel that has already been offered at a public auction or as a private sale, the following are steps to be adhered to when submitting a sealed bid:

1. Read the Earnest Money For Sealed Bid Offer Form and fill out each line. Enclose a \$200 deposit for administrative and recording fees. The deposit will not be refunded unless another party purchases the property. Successful bidder's deposit will be applied as partial payment toward the purchase of the described property.
2. Clearly write "Sealed Bid" on the outside of the envelope.
3. CASH purchases must be paid within two weeks of the Board accepting your bid and must be paid by cash, cashiers check, or certified check.
4. Sealed bids will be closed every third Thursday of the month at 3:00 p.m. in the Assessment & Taxation office. No further bids will be accepted until a Board decision has been made.
5. After the deadline for bids, all offers will become public knowledge.
6. All offers exceeding 80% of the minimum bid will be presented to the Board of County Commissioners for their decision. Generally, staff will recommend the highest and/or best offer. If all offers are inadequate, staff may recommend rejecting all offers. The Board has the right to reject any and all offers.
7. Bids received by FAX are not accepted, nor are bids that are postmarked by the date, but arrive after the deadline.

I have read the above instructions and understand the Sealed Bid Process.

MM
Initial

10/19/17
Date

For any questions or concerns, please call Clatsop County Property Management at (503) 338-3674.

(Must be included with Sealed Bid Offer Form)



**CLATSOP COUNTY
PROPERTY MANAGEMENT**

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

Parcel #17-31

EARNEST MONEY AGREEMENT FOR SEALED BID OFFER FORM

PROVIDE ALL INFORMATION REQUESTED OR OFFER WILL BE REJECTED.

Print legibly or type

NAME: (This will be printed on Deed) DEAN LARSON, CREATIVE LAND USE, LLC

ADDRESS: (For tax statement purposes) 90198 Lewis + Clark Rd
ASTORIA,

DAYTIME PHONE: (503) 741-0376 or (503) 861-6030

Assessor's map and tax lot number: _____

Amount of offer: \$120,000.00 ONE HUNDRED AND TWENTY THOUSAND DOLLARS AND NO CENTS CASH

Enclose a \$200.00 deposit with the offer.

Offers must be received in our office by 3:00 p.m. on Thursday, October 19, 2017. Return to: Clatsop County Property Management, 820 Exchange Street, Suite 230, Astoria, Oregon 97103 (Postmarks not accepted).

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

READ AND SIGN BELOW:

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

I understand the property is offered for sale AS IS.

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

Signature [Signature] Date 10/19/17

(Attach Sealed Bid Process)

SEALED BID PROCESS AFTER AUCTION

When staff receives an offer on a parcel that has already been offered at a public auction or as a private sale, the following are steps to be adhered to when submitting a sealed bid:

1. Read the Earnest Money For Sealed Bid Offer Form and fill out each line. Enclose a \$200 deposit for administrative and recording fees. The deposit will not be refunded unless another party purchases the property. Successful bidder's deposit will be applied as partial payment toward the purchase of the described property.
2. Clearly write "Sealed Bid" on the outside of the envelope.
3. CASH purchases must be paid within two weeks of the Board accepting your bid and must be paid by cash, cashiers check, or certified check.
4. Sealed bids will be closed every third Thursday of the month at 3:00 p.m. in the Assessment & Taxation office. No further bids will be accepted until a Board decision has been made.
5. After the deadline for bids, all offers will become public knowledge.
6. All offers exceeding 80% of the minimum bid will be presented to the Board of County Commissioners for their decision. Generally, staff will recommend the highest and/or best offer. If all offers are inadequate, staff may recommend rejecting all offers. The Board has the right to reject any and all offers.
7. Bids received by FAX are not accepted, nor are bids that are postmarked by the date, but arrive after the deadline.

I have read the above instructions and understand the Sealed Bid Process.

Initial _____

Date _____

10/19/17

For any questions or concerns, please call Clatsop County Property Management at (503) 338-3674.

(Must be included with Sealed Bid Offer Form)

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

November 8, 2017

Issue/Agenda Title: Review of Commissioner Travel Expenses and Travel Policy

Category: Business Agenda

Prepared By: Cameron Moore, County Manager

Presented By: Scott Lee, Chair

Issue before the Commission: Review of travel reimbursement request from Commissioner Thompson and the Commissioner's Travel Policy

Informational Summary: Commissioner Thompson has requested reimbursement for travel and training expenses which are questioned by the Chair who is responsible for reviewing and approving such requests from Commissioners. Per the Commissioner's Travel Policy, the Chair will present this request to the Board of Clatsop County Commissioners for consideration. In addition, Commissioner Thompson has spent her annual budget for travel and training in the first quarter of FY 17-18 and has indicated she plans to travel to attend additional events in the remainder of the FY. The Chair will discuss the need for all Commissioners to comply with the Travel Policy approved by the Clatsop County Board of County Commissioners.

Fiscal Impact: Variable depending on the decision of the Commissioners.

Options to Consider:

1. Approve travel reimbursement request from Commissioner Thompson
2. Deny the travel reimbursement request from Commissioner Thompson
3. Table the discussion

Staff Recommendation: None

Recommended Motion: To be determined

Attachment List: Travel Policy

SECTION 15- TRAVEL POLICY

Rule 15.1 Purpose and Scope

This policy pertains to all travel and travel-related expenses for the board. This policy does not apply to social gatherings, committee meetings or business meetings held in the county.

Rule 15.2 Reimbursable Travel Defined

The term Reimbursable Travel will be defined as official travel outside the county as defined within this Policy.

Rule 15.3 Reimbursable Travel Approval

The board approves reimbursable commissioner travel that is consistent with this policy. Board members will advise the board of the purpose and relevancy of travel, and if questioned, board members will be responsible for assuring the board and electorate that the travel is in the best interest of the county. Travel requiring airplane flight out of state, except the State of Washington, will be preapproved by the board.

Rule 15.4 Travel Expense Form

All travel expenses will be documented on a travel request for reimbursement form that is provided by the clerk of the board. Travel request forms must be submitted to the Chair of the Board for review, approval with regard to compliance with this travel policy and for processing. Any dispute not resolved by the Chair of the Board and board member shall be presented to the board at a public meeting to resolve. The board's decision shall be final.

Rule 15.5 AOC Conference Attendance

The annual Association of Oregon County's (AOC) meeting is considered to be important, relevant and in the best interest of Clatsop County. It is assumed that the board will attend the AOC Conference.

Rule 15.6 Budget Consideration

At no time will the board engage in travel that will result in costs beyond what is provided for in the current year budget unless the travel is specifically approved by the board and additional resources are authorized pursuant to Oregon Budget Law.

Rule 15.7 Committee Participation Encouraged

The board encourages and supports participation in county business and AOC committees. The expenses resulting from travel related to county business or AOC committees will be reimbursed provided sufficient funds are available.

Rule 15.8 Acceptable Reimbursable Travel Expenses

Upon proper approval of the Travel Request Form, the County will reimburse for all reasonable and necessary travel expenses which are directly related to the Board of Commissioner authorized assignments such as commercial transportation, lodging, meals, tips (up to 20%), registrations, parking fees, mileage and communication charges at actual cost up to a maximum amount of one-fifth per commissioner of the annual Reimbursed Travel Expense line item included in the adopted board's annual budget. Upon approval of the Board Chair, individual

commissioners may exceed their one-fifth allotment, provided each commissioner has adequate budgeted funds available to fulfill their duties as an elected official, including attendance at the AOC Annual Conference.

Rule 15.9 Reimbursement of Significant Other Expenses

The County will not reimburse travel-related expenses for personal guests of an elected official, unless expressly authorized by the board prior to the travel.

Rule 15.10 Reimbursement of Entertainment

Entertainment expenses are not reimbursable except for expenses of entertainment associated with conference programs. Examples of non-reimbursable entertainment expenses include, but are not limited to, alcoholic beverages, theater tickets, and sporting event tickets.

Rule 15.11 Mileage Reimbursement

Mileage will be reimbursed at the IRS approved rate for authorized use of the board's private vehicles on County business. When traveling to a place outside of the County, reimbursement shall start at the commissioner's residence. Rent a car if reasonable. Carpooling is encouraged to save county resources.

Rule 15.12 Least Expensive Transportation Mode

Out-of state transportation related expenses will be based upon the least expensive mode of transportation available, unless a more expensive mode is necessary due to business-related requirements. In determining the least expensive mode, commercial bus service and train will be excluded.

Rule 15.13 Lodging

Reimbursement of lodging expenses will be based on what is a normal and reasonable cost for the area. Proximity to the conference, seminar, or meeting will also be taken into account. If a double room is required because a spouse or personal guest has accompanied an elected official, the County will reimburse only the cost of a single room. The County will reimburse any business-related communications costs (telephone, fax, modem, etc.). The County will not reimburse the cost of any in-room movie or personal communications costs.

Rule 15.14 Meals

Board members will be reimbursed for meals at actual cost. Board members will be responsible for justifying expenses that are considered excessive or out of the ordinary. A total meal cost includes food, beverages, taxes, and tips. Reimbursement of tips will be limited to no more than 20% of the total meal cost. The county will not reimburse the cost of any alcoholic beverages. Board members are required to retain and submit receipts for all meals in order to receive reimbursement.

Rule 15.15 Meals included in Registration Fees

The County will not reimburse for meals if they are included in registration fees (for example, a conference banquet). Complimentary continental breakfasts are not considered meals and will not reduce a daily standard meal allowance.

Rule 15.16 Request To Receive Travel Expense Report.

Only "reimbursable" travel expenses need to be entered on the Travel Expense Report. In other words, only those costs needed to calculate the amount due needs to be included. The county retains all travel expense reports, submitted reimbursement receipts and county cash reimbursements.

Rule 15.17 Submission for Reimbursement

Board members shall submit all receipts and reimbursable expenses in a timely manner, generally no later than the 10th of the month following the month that the expense was incurred. If a board member is requesting reimbursement, the travel expense form along with receipts shall be delivered to the Board Chair and/or Vice-Chair.