



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
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Regular Meeting

February 28, 2018

Judge Guy Boyington Building, 857 Commercial, Astoria

Regular Meeting: 6:00pm

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

1. **FLAG SALUTE**
2. **ROLL CALL**
3. **AGENDA APPROVAL**
4. **PRESENTATIONS**
 - a. Northwest Coast Trails Coalition
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 Regular Meeting Minutes 1-24-18{Page 1}
 - b. Amendment #4 to IGA with Oregon Health Authority{Page 7}
 - c. New Knight Cancer Institute – Step it UP! Grant{Page 33}
 - d. IGA with Tillamook County associated with IGA with OHA Amendment #4{Page 43}
 - e. IGA with Columbia County associated with IGA with OHA Amendment #4{Page 51}
 - f. MOU with Emergency Management & City of Warrenton{Page 59}
 - g. MOU with Emergency Management & Cannon Beach Rural Fire Protection District{Page 63}
 - h. Approve the 2017-18 budget & appropriation adjustments{Page 67}
7. **BUSINESS AGENDA**
 - a. Service Agreement with GFP Enterprises for Mass Care & Sheltering Services.....{Page 71}
 - b. Funding recommendations to outside agencies{Page 115}
 - c. Notice of county land sale, set minimum bids and proceed with auction{Page 123}
 - d. Adopt Proposed Fee Schedule to be implemented March 1, 2018{Page 143}
 - e. Budget Committee Appointments{Page 171}
 - f. Personal/professional service contracts between the county and its legal counsel...{Page 189}
 - g. Resolution & Order to work cooperatively to facilitate environmental remediation ...{Page 229}
8. **COMMISSIONERS' REPORTS**

9. COUNTY MANAGER'S REPORT

10. ADJOURNMENT

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

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

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

1 **Clatsop County Board of Commissioners**
2 **Regular Meeting**
3 **January 24, 2018**
4

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

8
9 Staff Present:

10 Cameron Moore County Manager
11 Heather Reynolds County Counsel
12 Monica Steele Director, Budget & Finance
13

14 **AGENDA APPROVAL**

15 *Thompson made and Clement seconded a motion to approve the amended agenda. Motion*
16 *carried unanimously.*
17

18 **PRESENTATIONS**

19 2016-17 Audited Financials

20 Monica Steele presented with Debbie Blasquez of Koontz, Perdue, Blasquez & Co., the 2016-17
21 audited financials. Blasquez spoke about the findings of a road covenant, the use of the state
22 highway fund and the fair's internal control of contracts and record keeping. Thompson asked to
23 meet separately with the auditor as she is interested in investing long term to achieve long term
24 goals. Blasquez said she would be happy to meet with Thompson one on one. Thompson
25 provided Blasquez with her questions. Lee reviewed the audit for deficiencies and findings and
26 was very pleased and thanked Thompson for her in depth examination. Thompson is very
27 concerned about PERS. Steele shared that the county has a PERS reserve fund so if needed they
28 can make a deposit into a side account to help reduce the rates. Steele expressed gratitude to the
29 county staff and the auditing firm. The audit documents will be available online.
30

31 **BUSINESS FROM THE PUBLIC**

32 Lee is allowing the Skipanon Water Control District to present their comments and allow the
33 Board to ask questions.
34

35 Susana Gladwin, 82316 Highway 103, Seaside. Gladwin inquired as to the status of the Linn
36 County lawsuit.
37

38 Tessa Scheller and Bruce Francis with the Skipanon Water Control District addressed the Board.
39 Scheller said a document was sent to the Board and their constituents which contained false
40 information. In 2016, the District adopted an engineering plan after an extensive study. There are
41 no plans to remove or alter the Cullaby Lake Dam. Scheller said they are very transparent and all
42 of their plans and records are kept at the county courthouse. The source of contention for some is
43 a concern that they will not continue to be transparent but the District wants to assure the county
44 they will stand by the MOU with the county. Francis said the allegations of the removal of the
45 dams for fish passage are completely wrong. When the engineering report says the dam is aging
46 and structurally compromised and needs to be decommissioned, the byproduct is a benefit to fish

1 passage; it is not the cause for removal. Francis said they are before the Board to alleviate fears
2 and ensure that they are working with the county. Cullaby Lake is a water control structure
3 which is being maintained and improved at some expense with both the county and state funds.
4 Thompson questioned how to reconcile the differences of opinion and perception. Scheller said
5 the district stands by their engineering plans.

6
7 **CONSENT CALENDAR**

8 *Nebeker made and Clement seconded a motion to approve the consent calendar. Motion carried*
9 *unanimously.*

- 10
11 a. Board of Commissioners Meeting Minutes 12-13-17..... {Page 1}
12 b. Appointment of Fair Board Members. {Page 11}
13 c. Appointment of BOPTA member {separate materials}

14
15 **PUBLIC HEARINGS**

- 16 a. Ordinance 18-01 Regulating Short Term Rentals (2nd reading)

17 Lee opened the public hearing. No additional information from staff.

18
19 Susana Gladwin, 82316 Highway 103, Seaside. Gladwin owns a farm in Jewell and feels there
20 are unclear statements in the Ordinance. The definition of number of people and sleeping units
21 needs to be made clearer. Gladwin is concerned how this Ordinance would apply to her.

22
23 Lee closed the public hearing.

24
25 Lee expressed satisfaction with the Ordinance as written and called for comments and opinions.
26 Nebeker said Gladwin’s property is in an area where the farm/forest zoning code is being
27 updated. Moore said the zoning code and the Ordinance are separate issues. The Ordinance
28 deals only with an owner’s decision to use their property as a short-term rental. Moore said only
29 one of the buildings on a property can be used for a short-term rental under the proposed
30 Ordinance. Nebeker is concerned that the Ordinance states if a person owns more than one
31 building on a parcel, then only one unit may be rented. Nebeker is concerned about not allowing
32 on street parking for short term rentals and suggested allowing a limit of one or two vehicles to
33 park on the street. Thompson said when she applied for her home occupancy permit she had to
34 say clients wouldn’t come to her house or she had to get approval from her neighbors for a
35 variance. Moore and Reynolds speculated that parking is also regulated through zoning. The
36 condition of the road in question is also a factor. Nebeker asked the Board to review and revise
37 the Ordinance if they get reports of a negative impact. Clement recommended that the zoning
38 also be verified on the short term rental. The Board agreed to review for unintended
39 consequences within six months to a year. The Ordinance will not take effect until July 1st if
40 passed. Thompson has spoken with constituents who are concerned about Air B&B and Vacasa’s
41 standards. Thompson wants something on the website where the citizens can complete a
42 complaint form. Sullivan asked Moore if that is something that will be put in place. Moore said
43 the work is in progress. Sullivan said transparency is important where people can see if the rental
44 passed inspection and is licensed. Moore said if they have a license they passed the inspection.
45 Sullivan asked if the license is going to show online. Moore said it should be and it should be
46 posted in the business as well.

1 *Nebeker moved to approve Ordinance 2018-01 and Clement seconded to conduct the second*
2 *reading of Ordinance 2018-01 by short title only, and authorize the chair to sign. Motion carried*
3 *unanimously.*

4
5 Moore conducted the second reading by short title only.

7 **BUSINESS AGENDA**

8 a. Adopt FY 2017-18 Budget Policies & Strategic Plan

9 Monica Steele presented the staff report and reviewed the budget process and items included in
10 the proposed budget along with the proposed budget calendar. Thompson feels that economic
11 development should be priority #1 rather than priority #4. Steele said there have been significant
12 legal costs associated with the disbandment of the Arch Cape Design Review Advisory Council
13 so the proposal would allow for room tax monies to help offset those costs. Steele said the
14 language could change from “Arch Cape” to “citizens of unincorporated areas”. Thompson
15 found the language in conflict with the County’s mission statement and feels it is punitive. She
16 recommended striking the language in its entirety. *Thompson moved to remove the language of*
17 *“or any legal costs associated with legal action taken by citizens of Arch Cape against the*
18 *county on land use issues” and Sullivan seconded.* Nebeker wants to change the language to read
19 “the citizens of unincorporated areas”. Sullivan said the Board received two letters from citizens
20 of Arch Cape and thought they brought some very good points and asked Steele to address those
21 points. Steele clarified that it is not intended to be vindictive, but the county has a limited amount
22 of discretionary resources, so they are looking to offset the legal costs. The policies would not
23 take effect until July 1st and if passed then the Ordinance would come before the Board to amend
24 that language. Sullivan asked if it is surprising that legal action is now being taking against the
25 county on the disbandment of the committee. Moore said you can never anticipate whether
26 someone will take legal action but in this case it was brought before LUBA three times and each
27 time it failed. Sullivan said one complaint is that the roads and infrastructure are not being taken
28 care of in Arch Cape and said that is concerning. Steele said they have been using the funds and
29 last year Arch Cape used approximately \$6000. They have been building up reserves and looking
30 at the roads master plan to combine projects for cost effectiveness. Thompson said the language
31 has a chilling effect on dissent and feels people need to be brought to the table early and often.
32 Thompson said she was told this is an abuse of power by one of her neighbors. Nebeker said the
33 Arch Cape area has a history of wanting special consideration over everyone else in the county
34 and the county has tried to negotiate with them but they only wanted it a certain way and they are
35 choosing to take legal action. Thompson said there has been a lot of negative feedback directed
36 at her specifically so she is trying to be more sympathetic toward her neighbor’s point of view.
37 Lee doesn’t agree with that at all. Moore feels it is important to add some clarity and said this is
38 tax money that is paid to the county and it is suggesting that the county would have another
39 option to use the money. Moore said it is not a punitive act against the citizens but it is setting a
40 policy for an additional option on how to spend tax dollars. Sullivan asked what other parts of
41 the county get tax revenue. Steele said the Ordinance reads that it is to be used for storm water
42 drainage and improvements to public roads primarily in the Arch Cape area. Steele said Arch
43 Cape produces approximately 75% of tax revenues and the other unincorporated areas produce
44 25%. Sullivan asked why they are getting complaints that the roads might not be taken care of in
45 Arch Cape. Moore said road complaints are received from all over the county not just in Arch

1 Cape. Thompson reiterated her objection to the harsh language. *Lee called for a vote. Motion*
2 *failed with 2-3, Clement, Nebeker and Lee opposed.*

3
4 *Nebeker moved to change the language from Arch Cape to unincorporated areas of Clatsop*
5 *County and Clement seconded. Motion carried 3-2 with Sullivan and Thompson opposed.*

6
7 *Lee asked for a motion to approve the Resolution & Order with the amended language as*
8 *presented or as modified by the Board and authorize the Chair to sign. Lee does not support*
9 *removing public safety from the top of the list. Thompson said housing needs to be the number*
10 *one priority because it is degrading neighborhood livability and public safety. Nebeker agreed*
11 *these are serious issues and the county is working on them and doesn't think it is fair to think this*
12 *issue is being ignored. Sullivan expressed concerns about the addiction issues in the county and*
13 *feels those should also be priorities. Steele said treatment and detox would fall under Public*
14 *Health. Steele said the staff who are working in those departments are always working as if their*
15 *department is priority #1 and the list of priorities is how the funding stream happens. Sullivan*
16 *asked how much money has been dedicated toward working on housing, addiction and mental*
17 *health issues compared to public safety. Moore said they have discussed detox beds and have*
18 *identified enough money to fund two detox beds but they have to have an appropriate facility.*
19 *Moore said they talk about housing at every meeting and the county is taking the lead in putting*
20 *\$50k into the housing study which will give the county strategies to solve the housing shortage.*
21 *Moore said they are working on these issues and they are moving forward on them. Sullivan*
22 *feels housing should be the top priority and will trust that public safety will still get their dollars.*
23 *Sullivan asked about the additional timber money and Steele said it was the recommendation in*
24 *the Long Term Financial Plan that the General Fund Stabilization Account should remain in the*
25 *General Fund to be more transparent. Steele explained that if the resources received cause the*
26 *stabilization account to fall below a certain threshold then the county will look at budget*
27 *reduction. Sullivan asked about the employee salary adjustments 5% taken out. Steele explained*
28 *that there is a new salary plan which does not include 5% increments. Sullivan's concern was*
29 *that the new language removes the 5% threshold and it implies that the increase could exceed the*
30 *5%. Moore said the class and compensation study resulted in three different salary schedules.*
31 *Sullivan asked if the performance based budgeting was the 4% incentive pay and Steele said it is*
32 *the performance measures that each department is working on to be more output based. The 4%*
33 *is part of salaries and is in the budget.*

34
35 *Nebeker moved to approve the Resolution and Order as presented or as modified by the Board*
36 *and authorize the Chair to sign and Clement seconded. Motion carried 3-2 with Thompson and*
37 *Sullivan opposed.*

38 39 **COMMISSIONERS' REPORTS**

40 Nebeker said the Arts Council welcomed three new members and made a goal to have sites with
41 public art mapped in the county. Education of arts in the schools is a focus of the council. Eight
42 people are in the Crisis Respite Center and it is working well. Nebeker reported there is a Mental
43 Health Pilot Program with Columbia Memorial Hospital for ages 0-3 which works on a referral
44 basis and is for prevention and early intervention. There is a new Chair, Bob Mushen, on the
45 Health and Human Services Advisory Council (HHSAC). Mushen is asking that funds for
46 contributions to outside agencies be reinstated to \$30k. The HHSAC decides how the funds get

1 distributed through grant requests. The council is reaching out to pharmacists regarding opioid
2 addiction for voluntary reporting, which will help prevent overdoses. The new Behavioral Health
3 Coordinator will do a variety of activities including oversight with Clatsop Behavioral
4 Healthcare and coordinating various elements in the health service system.

5
6 Clement said arts in schools are alive and well. The wood shop class is now competitive as is
7 pottery, which never used to be before. The Astoria High School is addressing substance abuse
8 in their health class. Clement said the food inspections by the Public Health Department are very
9 thorough and she feels the inspectors are a huge resource and very knowledgeable. She
10 appreciates the education the inspectors are able to provide, and feels that it makes a huge
11 difference in compliance.

12
13 Thompson said the Job and Career Fair is Wednesday, February 21st, at Patriot Hall. Thompson
14 attended the Board of Property Tax Appeals (BOPTA) training. Clatsop Economic Development
15 Resources (CEDR) held a strategic planning retreat where Thompson and Moore attended. The
16 Association of Oregon Counties, League of Oregon Cities and Oregon Housing and Community
17 Services are working together to fund \$200k to put toward projects. There is a pilot project in
18 southern Oregon counties to address the leakage of marijuana growing. The program would
19 allow additional funds for enforcement in southern Oregon. Otherwise the federal government
20 could disrupt the economic growth.

21
22 Sullivan will be attending the Northwest Senior & Disability Services meeting and the Board of
23 Forestry meeting. The Columbia River Estuary Conference is coming on April 10th at the Liberty
24 Theater. Sullivan asked if anyone from the county would be attending the Public Health
25 Marijuana Summit in May. The Wings Conference at Clatsop Community College is Saturday,
26 February 10th and it's free. The north coast chapter of the Oregon Equestrian Trails now has a
27 Northrup Creek horse camp reservation system. Sullivan congratulated Mike McNickle on the
28 needle exchange program.

29
30 Lee was invited to speak at the Upward Bound Induction Ceremony where they inducted 27
31 students. Lee said there will be a press release stating the county is the first in the state and 2nd in
32 the country to win the EPA recognition for renewable power commitment with the Blue Sky
33 challenge. Lee said there will be an interscholastic bike team starting up. The Board is still looking
34 for volunteers to serve on the Budget Committee.

35
36 Clement added Jerry Boisvert recently received the OYSA Lifetime Achievement Award.

37
38 Sullivan said the Linn County lawsuit is still in process and will go on for a number of years.

39
40 Thompson asked Moore to discuss the recent tsunami warning event.

41 42 **COUNTY MANAGER'S REPORT**

43 Moore said that NOAA issued a watch and as the county received the information, NOAA was
44 already downgrading it. The Emergency Manager decided not to issue an alert. Moore feels that
45 there are communication issues that can be addressed between agencies. Thompson asked to be
46 included in the communication stream. Moore said they will be reviewing the protocol that is in

1 place. The jail project will be brought before the Board in February for a work session which will
2 be a scaled back version of the one presented prior. The Board will be asked to make the final
3 decision, but due to the cost, a jail bond will most certainly be required. Work session was
4 agreed and scheduled for February 28th. Moore said the Board will receive a new Ordinance on
5 regulating time, place & manner for marijuana. Sales tax for recreational cannabis has to be
6 placed on the ballot and the next opportunity would be the general election in May of 2018.
7 Moore said they will be recognizing the fire fighters who travelled out of state and that will be at
8 the February 14th meeting.

9
10 Nebeker asked about the protocol for a watch versus a warning for an emergency. She asked who
11 is alerted and what do they do. Moore said they will be sending the protocol out and review at an
12 upcoming meeting. The current protocol is four years old and probably needs to be updated.
13 Thompson wants it to include what their role is as Commissioners. Moore said it is a
14 communication protocol. Thompson wants more information about their role in catastrophic
15 situations.

16
17 Sullivan said she sent the Board an email about possible exemptions for districts to not have to
18 pay the fee for the voter's pamphlet. She would like that as a discussion item on a future agenda.
19 Moore said they are reaching out to districts to see if the fee would be a hardship.

20
21 **ADJOURNMENT 8:23 PM**

22
23 Approved by,

24
25
26 _____
27 Scott Lee, Chairperson

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

February 28, 2018

Issue/Agenda Title: Amendment #4 to IGA #154104 between Oregon Health Authority (OHA) and Clatsop County Department of Public Health.

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 2017-18 fiscal year. There are routinely additional awards throughout the two year contract. This amendment allows new funding for Public Health Modernization Capacity Building in the the amount of \$36,842.

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 new funding in the Public Health Modernization Model Program Element #52 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 \$36,842 increases our Public Health contract to a total of \$571,503.

Options to Consider:

1. Approve Resolution and Order related to Amendment #4 to the IGA #154104 for the 2017-18 fiscal year.
2. Do not authorize expenditure of funds.

Staff Recommendation: Option #1

Recommended Motion: *"I move to authorize County Manager to sign Amendment #4 and to approve Resolution and Order related to OHA/Clatsop County Department of Public Health Amendment #4 to the IGA No. 154104 in the amount of \$36,842 per Schedule A."*

Attachment List:

- A. Copy of Amendment #4 to the Intergovernmental Agreement 154104
- B. Resolution and Order
- C. Schedule A list

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 #4, per ORS 294.463)**

RESOLUTION AND ORDER

It appearing to the Board that there is a need to make adjustments in the fiscal year 2017-18 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 28th Day of February 2018.

**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>
007/4110	Revenue	81- 4513	\$36,842	
007/4110	Expense	82- 2471	36,842	

Comment: Amendment #4 to the IGA #154104 in the amount of \$36,842
We are requesting budget authority to receive and expend the grant dollars in fiscal year 2017-18

Prepared by: Bryan Hall 1/25/2018
Oregon Health Authority, Amendment #4

Agreement #154104



**FOURTH 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 Fourth 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 set of Program Element Descriptions set forth in Exhibit B of the Agreement;

WHEREAS, OHA and LPHA wish to modify the Financial Assistance Award and Revenue and Expenditure Reporting form 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

- Exhibit A “Definitions”, Section 16 “Program Element” is amended to add Program Element titles and funding source identifiers as follows:

<u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S)	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>CFDA#</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB-RECIPIENT (Y/N)</u>
PE 52 Public Health Modernization: Regional Partnership Capacity Building	GF			N	N

- Exhibit B is hereby amended to add Program Element #52 “Public Health Modernization: Regional Partnership Capacity Building” by Attachment A attached hereto and hereby incorporated into the Agreement by this reference.
- Section 1 of Exhibit C entitled “Financial Assistance Award” of the Agreement is hereby superseded and replaced in its entirety by Attachment B attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C, entitled “Explanation of Financial Assistance Award” of the Agreement.
- Section 2 of Exhibit C entitled “Oregon Health Authority Public Health Division Expenditure and Revenue Report (for all Programs)” of the Agreement is hereby superseded and replaced in its entirety by Attachment C attached hereto and incorporated herein by this reference.

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

5. 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 D, attached hereto and incorporated herein by this reference.
6. 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.
7. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
8. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
9. The parties expressly ratify the Agreement as herein amended.
10. 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.
11. 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.

12. Signatures.

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

CLATSOP COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: Cameron Mair
Title: County Manager
Date: _____

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
Program Element Description

Program Element #52: Public Health Modernization: Regional Partnership Capacity Building

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Public Health Modernization: Regional Partnership Capacity Building.
 - a. **Explore and form a Regional Partnership of local public health authorities (LPHAs) and other stakeholders.** Explore opportunities and build capacity for Regional Infrastructure through a Regional Partnership of LPHAs and other stakeholders.
 - b. **Identify and develop regional strategies to control communicable disease and reduce health disparities.** Work with Regional Partners to identify and develop strategies for controlling a communicable disease risk within the region. Place emphasis on reducing communicable disease-related disparities.

The 2016 public health modernization assessment¹ found that health equity and cultural responsiveness is the least implemented foundational capability across Oregon's public health system, and that one in four people live in an area in which communicable disease control programs are limited or minimal. LPHA must use funds provided through this Program Element to explore opportunities to build capacity for and form a Regional Partnership. The Regional Partnership will identify and develop a regional approach for communicable disease control that is tailored to a specific communicable disease risk within the region. LPHA must place emphasis on identifying approaches for reducing communicable disease-related disparities.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Public Health Modernization: Regional Partnership Capacity Building.**
 - a. **Foundational Capabilities.** The knowledge, skills and abilities needed to successfully implement Foundational Programs.
 - b. **Foundational Programs.** The public health system's core work for communicable disease control, prevention and health promotion, environmental health, and assuring access to clinical preventive services.
 - c. **Public Health Accountability Outcome Metrics.** A set of data used to monitor statewide progress toward population health goals.
 - d. **Public Health Accountability Process Measures.** A set of data used to monitor local progress toward implementing public health strategies that are necessary for meeting Public Health Accountability Outcome Metrics.
 - e. **Public Health Modernization Manual:** A manual that provides detailed definitions for each Foundational Capability and program for governmental public health, as identified in ORS 431.131-431.145. The Public Health Modernization Manual is available at: http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf.
 - f. **Regional Partnership.** A group of two or more LPHAs and at least one other organization that is not an LPHA that is convened for the purpose of implementing strategies for communicable disease control and reducing health disparities.

¹ 2016. Oregon Health Authority. State of Oregon Public Health Modernization Assessment Report. Available at www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/PHModernizationFullDetailedReport.pdf.

- g. Regional Infrastructure. The formal relationships established between LPHAs and other organizations to implement strategies under this funding.
- h. Regional Governance. The processes and tools put in place for decision-making, resource allocation, communication and monitoring of the Regional Partnership.

3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in Oregon’s Public Health Modernization Manual, (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with Public Health Accountability Outcome Metrics and Process Measures (if applicable) as follows:

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Explore and form a Regional Partnership	X					X		X		X		
Identify and develop communicable disease control strategies	X						X	X	X	X	X	X

b. **Public Health Accountability Outcome Metrics:**

The 2017-2019 Public Health Accountability Outcome Metrics adopted by the Public Health Advisory Board for communicable disease control are:

- Two year old immunization rates
- Gonorrhea rates

LPHA is not required to select two year-old immunization rates or gonorrhea rates as areas of focus for funds made available through this Program Element. LPHA is not precluded from using funds to address other high priority communicable disease risks based on local epidemiology and need.

c. **Public Health Accountability Process Measure:**

The 2017-19 Public Health Accountability Process Measures adopted by the Public Health Advisory Board for communicable disease control are listed below. LPHA must select a high priority communicable disease risk based on local epidemiology and need, the following process measures may not be relevant to all LPHAs.

- Percent of Vaccines for Children clinics that participate in the Assessment, Feedback, Incentives and eXchange (AFIX) program
- Percent of gonorrhea cases that had at least one contact that received treatment
- Percent of gonorrhea case reports with complete “priority” fields

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

- a. Implement activities in accordance with this Program Element.
- b. Engage in activities as described in its Public Health Modernization Regional Work Plan, which has been approved by OHA and as set forth in Attachment 1, incorporated herein with this reference.
- c. Use funds for this Program Element in accordance with its Regional Program Budget, which has been approved by OHA and as set forth in Attachment 2, incorporated herein with this reference. Modification to the Regional Program Budget of 10% or more for any line item may only be made with OHA approval.
- d. Develop Regional Infrastructure by exploring and forming a Regional Partnership of LPHAs and other partners.
 - (1) Maintain a leadership team list for communication with OHA.
 - (2) Engage LPHAs and other strategic partners to explore the formation of a Regional Partnership.
 - (3) As the Regional Partnership forms, establish and use a formal Regional Governance structure for decision-making, resource allocation and implementation of approved work plan for LPHAs and partners participating in the Regional Partnership.
 - (4) Ensure the project is staffed at the appropriate level to address all sections in this Program Element and to fulfill work plan objectives and activities.
 - (5) Ensure funding is used to support project goals as well as meet the needs of all participating LPHAs.
- e. Identify and develop regional strategies to address a specific communicable disease risk for the region with an emphasis on reducing communicable disease-related health disparities.
 - (1) Identify a significant communicable disease risk for the region.
 - (2) Identify populations that carry a disproportionate burden of communicable diseases within the region’s population.
 - (3) Identify strategic partners to engage to control communicable disease transmission and reduce health disparities.
 - (4) Convene participating LPHAs, strategic partners, Regional Health Equity Coalitions, federally recognized tribes and community-based organizations to develop regional strategies to address the region’s identified communicable disease risk.
- f. Implement and use a performance management system to monitor achievement of work plan activities, deliverables and milestones.
- g. Participate in quarterly calls with OHA to discuss progress toward regional work plan activities, deliverables and milestones.

**Attachment 1
Regional Work Plan**

Public Health Modernization Work Plan			
Lead Fiscal Agent	Clatsop County		
Strategic Partners	Clatsop County Public Health, Tillamook County Public Health, the Public Health Foundation of Columbia County		
SMART Objective	Define a regional governance structure including Tillamook, Clatsop, Columbia and Columbia Pacific CCO by June 30, 2018.		
Target region	Northern Coast		
Target population	NA		
Activity	Timeline (start-end)	Lead staff and key associates	Outcome measure or deliverable
Convene orientation meeting	Jan 2018 – Feb 2018	Mike McNickle	Update governance structure and membership as required.

Public Health Modernization Work Plan			
Lead Fiscal Agent	Clatsop County		
Strategic Partners	Clatsop County Public Health, Tillamook County Public Health, the Public Health Foundation of Columbia County		
SMART Objective	Craft a unifying document that defines a regional governance approach for STD interventions between Tillamook, Clatsop, and Columbia County by June 30, 2018.		
Target region	Northern Coast		
Target population	NA		
Activity	Timeline (start-end)	Lead staff and key associates	Outcome measure or deliverable
Establish a governance structure for decision-making, resource allocation and implementation of approved work plans	Feb 2018 – Jun 2018	Mike McNickle	Draft contents of a MOA/MOU between regional partners
Implement MOU/MOA	Feb 2018 - June 2018	Mike McNickle	Finalize MOU/MOA between partners.

Public Health Modernization Work Plan			
Lead Fiscal Agent	Clatsop County		
Strategic Partners	Clatsop County Public Health, Tillamook County Public Health, the Public Health Foundation of Columbia County		
SMART Objective	Develop a work plan addressing at least one communicable disease by June 30, 2019.		
Target region	Northern Coast		
Target population	General population; specific to the communicable disease chosen		
Activity	Timeline (start-end)	Lead staff and key associates	Outcome measure or deliverable
Review data to identify need and identify vulnerable populations within region Discuss best practices and strategies Identify additional partners to engage Develop work plan for implementation	Jul 2018 - June 2019	Northern Coast Regional Team	Regionally prioritized communicable disease identified Work plan developed addressing communicable disease As needed, add new identified partners to MOA/MOU
Provide and participate in Technical Assistance opportunities	Throughout grant period, TBD by OHA	At least 50% of project team at each meeting	Understanding of best practices and opportunities to inform development of work plan Networking with cohort of modernization grantees
OHA Reporting	Throughout grant period, TBD by OHA	Mike McNickle with support from Marlene Putman and Sherrie Ford	Completion of all required reports and deliverable by deadline

Public Health Modernization Work Plan			
Lead Fiscal Agent	Clatsop County		
Strategic Partners	Clatsop County Public Health, Tillamook County Public Health, the Public Health Foundation of Columbia County		
SMART Objective	Develop a performance management plan by June 30, 2019.		
Target region	Northern Coast		
Target population	General population; specific to the communicable disease chosen		
Activity	Timeline (start-end)	Lead staff and key associates	Outcome measure or deliverable
Review potential performance management tools and determine which tool would be effective measuring progress and success of this project	<p>Team identifies tool by Feb 2018</p> <p>Implement use of tool in Mar 2018</p> <p>Use tool throughout rest of grant period</p>	Northern Coast Regional Team	Craft and implement performance management program plan and update as necessary during project period

**Attachment 2
Local Program Budget**

18-Month Budget for Public Health Modernization (1/1/18-6/30/19)											
Identify only funds requested under Public Health Modernization. List any applicable in-kind or matching funds provided by the fiscal agent and/or str											
Fiscal Agent:		Clatsop County Public Health									
Fiscal Contact:		Bryan Hall									
E-mail address:		bhall@co.clatsop.or.us									
Phone Number:		503-325-1000 ext 1904			Fax Number:		503-325-8678				
Budget Categories	Description								Total		
(A) Salary	Position #	Title of Position	Salary (annual)	% of time (FTE)	# of months requested	Total Salary		In-Kind Salary	Matching Salary		
	1	Mike McNickle - Director	\$95,800	15.00%	18	28,500.00		0.00	0.00		
	2					0.00		0.00	0.00		
	3					0.00		0.00	0.00		
	4					0.00		0.00	0.00		
	TOTAL SALARY					\$28,500.00		\$28,500	\$0.00	\$0.00	
	Narrative*: Mike McNickle, Director of Clatsop County Public Health, is the lead on this project for Clatsop County. Clatsop County will also be the fiscal agent for this project.										
(B) Fringe Benefits	Position #	Total Salary	Base if Applicable	%	=	Total Fringe		In-Kind Fringe	Matching Fringe		
	1	28,500.00		15.00%	=	4,275.00		0.00	0.00		
	2	0.00		0.00%	=	0.00					
	3	0.00			=	0.00					
	4	0.00			=	0.00					
	TOTAL FRINGE					\$4,275.00		\$4,275	\$0.00	\$0.00	
(C) Equipment	List equipment. Include all equipment necessary for program (i.e. computer, printer).								\$0	\$0	\$0
	TOTAL EQUIPMENT								\$0	\$0	\$0
	Narrative*: n/a										
(D) Supplies	Do not list. These items include supplies for meetings, general office supplies ie. paper, pens, computer disks, highlighters, binders, folders, etc.								\$0	\$0	\$0
(E) Travel	This covers in-state, out-of-state, and travel to all required trainings.										
		In state	Out Of State		Subtotal		In-Kind Travel	Matching Travel			
	Narrative*: The travel expenses will cover mandatory meetings in Sun River and Portland as well as other travel										
	Per Diem:	100	0			\$100	\$100	\$0			
	Hotel:	250	0			\$250		\$0			
	Air fare:	0	0			\$0	\$0	\$0			
	Reg. fees:	0	0			\$0	\$0	\$0			
	Other:	73	0			\$73	\$0	\$0			
	Mileage:	Miles: 200	X	0.565	per mile	\$102	\$200	\$0			
	TOTAL TRAVEL					\$525		\$300	\$0		
(F) Other	Please list.								\$0	\$0	\$0
									\$0	\$0	\$0
									\$0	\$0	\$0
									\$0	\$0	\$0
									\$0	\$0	\$0
	TOTAL OTHER								\$0	\$0	\$0
(G) Contractual:	List total of all subcontracts and all contractual costs. Include a separate budget worksheet for each subcontractor.										
	Tillamook County HHS						\$29,000	\$0	\$0		
	Public Health Foundation of Columbia County						\$29,000	\$0	\$0		
	TOTAL CONTRACTUAL					\$58,000		\$0	\$0		
(H) Total Direct Charges	(Sum of A through G)								\$91,300	\$300	\$0
(I) Indirect	Indirect @ 15%							\$8,700	\$0	\$0	
(J) TOTALS	(Sum of H & I). Should equal Public Health Modernization Award Request.								\$100,000	\$300	\$0

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

18-Month Budget for Public Health Modernization (1/1/18-6/30/19)											
Identify only funds requested under Public Health Modernization. List any applicable in-kind or matching funds provided by the fiscal agent and/or state.											
Fiscal Agent:		Clatsop County Public Health									
Fiscal Contact:		Bryan Hall									
E-mail address:		bhall@co.clatsop.or.us									
Phone Number:		503-325-1000 ext 1904				Fax Number:		503-325-8678			
Budget Categories		Subcontractor 1 of 2 - Tillamook County Public Health								Total	
(A) Salary		Position #	Title of Position	Salary (annual)	% of time (FTE)	# of months requested	Total Salary		In-Kind Salary	Matching Salary	
		1	Marlene Putman - Director	\$99,500	15.00%	18	28,500.00		0.00	0.00	
		2					0.00		0.00	0.00	
		3					0.00		0.00	0.00	
		4					0.00		0.00	0.00	
		TOTAL SALARY					\$28,500.00		\$28,500	\$0.00	\$0.00
Narrative*:		Marlene Putman, Director of Tillamook County Public Health, is the lead for Tillamook County's portion of this project.									
(B) Fringe Benefits		Position #	Total Salary	Base If Applicable	%	=	Total Fringe		In-Kind Fringe	Matching Fringe	
		1	28,500.00		15.00%	=	4,275.00		0.00	0.00	
		2	0.00		0.00%	=	0.00				
		3	0.00			=	0.00				
		4	0.00			=	0.00				
		TOTAL FRINGE					\$4,275.00		\$4,275	\$0.00	\$0.00
(C) Equipment		List equipment. Include all equipment necessary for program (i.e. computer, printer).						\$0		\$0	\$0
		TOTAL EQUIPMENT						\$0		\$0	\$0
Narrative*:		n/a									
(D) Supplies		Do not list. These items include supplies for meetings, general office supplies i.e. paper, pens, computer disks, highlighters, binders, folders, etc.						\$0		\$0	\$0
(E) Travel		This covers in-state, out-of-state, and travel to all required trainings.									
		In state		Out Of State		Subtotal		In-Kind Travel	Matching Travel		
Narrative*:		The travel expenses will cover mandatory meetings in Sun River and Portland as well as other travel									
Per Diem:		100		0			\$100	\$100	\$0		
Hotel:		250		0			\$250		\$0		
Air fare:		0		0			\$0	\$0	\$0		
Reg. fees:		0		0			\$0	\$0	\$0		
Other:		73		0			\$73	\$0	\$0		
Mileage:		Miles:	200	X	0.50¢	per mile	\$102	\$200	\$0		
		TOTAL TRAVEL					\$525		\$300	\$0	
(F) Other		Please list.									
								\$0	\$0	\$0	
								\$0	\$0	\$0	
								\$0	\$0	\$0	
								\$0	\$0	\$0	
								\$0	\$0	\$0	
		TOTAL OTHER						\$0	\$0	\$0	
(G) Contractual:		List total of all subcontracts and all contractual costs. Include a separate budget worksheet for each subcontractor.									
								\$0	\$0	\$0	
								\$0	\$0	\$0	
		TOTAL CONTRACTUAL						\$0	\$0	\$0	
(H) Total Direct Charges		(Sum of A through G)						\$33,300	\$300	\$0	
(I) Indirect								\$0	\$0	\$0	
(J) TOTALS		(Sum of H & I). Should equal Public Health Modernization Award Request.						\$33,300	\$300	\$0	

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

18-Month Budget for Public Health Modernization (1/1/18-6/30/19)

Identify only funds requested under Public Health Modernization. List any applicable in-kind or matching funds provided by the fiscal agent as

Fiscal Agent:		Clatsop County Public Health								
Fiscal Contact:		Bryan Hall								
E-mail address:		bhall@co.clatsop.or.us								
Phone Number:		503-325-1000 ext 1904			Fax Number:		503-325-8678			
Budget Categories		Subcontractor 2 of 2 - Public Health Foundation of Columbia County						Total		
(A) Salary	Position #	Title of Position	Salary (annual)	% of time (FTE)	# of months requested	Total Salary		In-Kind Salary	Matching Salary	
	1	Sherrie Ford - Director	\$99,500	15.00%	18	28,500.00		0.00	0.00	
	2					0.00		0.00	0.00	
	3					0.00		0.00	0.00	
	4					0.00		0.00	0.00	
	TOTAL SALARY						\$28,500.00	\$28,500	\$0.00	\$0.00
Narrative*:		Sherrie Ford is the Director of the Public Health Foundation of Columbia County and is the lead for their portion of the project.								
(B) Fringe Benefits	Position #	Total Salary	Base If Applicable	%	=	Total Fringe		In-Kind Fringe	Matching Fringe	
	1	28,500.00		15.00%	=	4,275.00		0.00	0.00	
	2	0.00		0.00%	=	0.00				
	3	0.00			=	0.00				
	4	0.00			=	0.00				
TOTAL FRINGE						\$4,275.00	\$4,275	\$0.00	\$0.00	
(C) Equipment	List equipment. Include all equipment necessary for program (i.e. computer, printer).						\$0	\$0	\$0	
TOTAL EQUIPMENT								\$0	\$0	\$0
Narrative*:		n/a								
(D) Supplies	Do not list. These items include supplies for meetings, general office supplies ie. paper, pens, computer disks, highlighters, binders, folders, etc.						\$0	\$0	\$0	
(E) Travel	This covers in-state, out-of-state, and travel to all required trainings.									
Narrative*:		In State		Out Of State		Subtotal		In-Kind Travel	Matching Travel	
The travel expenses will cover mandatory meetings in Sun River and Portland as well as other travel										
Per Diem:	100	0				\$100		\$100	\$0	
Hotel:	250	0				\$250		\$0	\$0	
Air fare:	0	0				\$0		\$0	\$0	
Reg. fees:	0	0				\$0		\$0	\$0	
Other:	73	0				\$73		\$0	\$0	
Mileage:	Miles: 200	X	0.565	per mile		\$102		\$200	\$0	
TOTAL TRAVEL						\$525	\$525	\$300	\$0	
(F) Other	Please list.									
						\$0	\$0	\$0		
						\$0	\$0	\$0		
						\$0	\$0	\$0		
						\$0	\$0	\$0		
						\$0	\$0	\$0		
TOTAL OTHER						\$0	\$0	\$0		
(G) Contractual:	List total of all subcontracts and all contractual costs. Include a separate budget worksheet for each subcontractor.									
						\$0	\$0	\$0		
TOTAL CONTRACTUAL						\$0	\$0	\$0		
(H) Total Direct Charges	(Sum of A through G)						\$33,300	\$300	\$0	
(I) Indirect	Indirect @ 15%						\$0	\$0	\$0	
(J) TOTALS	(Sum of H & I). Should equal Public Health Modernization Award Request.						\$33,300	\$300	\$0	

Budget Narrative

Track 2 funding will be divided equally between Clatsop County Public Health, Tillamook County Public Health and the Public Health Foundation of Columbia County. Clatsop County will be the fiscal agent. Both Tillamook County Public Health and The Public Health Foundation of Columbia County will be subcontractors to Clatsop County to perform their portions of the project. Directors of these organizations will be the lead staff in the performance of the program plan as described herein.

The funding will be utilized to pay for approximately 0.15 FTE of each lead staff's salaries and benefits to work on the project over the next 18 months. Additionally, the mandatory meetings in Portland and Sun River are paid for through the project budget. Expenses that are not outlined herein will be in-kind donations from each organization to participate in this project.

Subcontracts between Clatsop County Public Health, Tillamook County Public Health and the Public Health Foundation of Columbia County will be completed by February 2018. Each organization will be accountable for completing their share of their work as will be outlined in the subcontracts.

**Attachment B
Financial Assistance Award**

State of Oregon Oregon Health Authority Public Health Division		Page 1 of 3	
1) Grantee Name: Clatsop County Health & Human Services		2) Issue Date December 26, 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 01 State Support for Public Health	45,773	0	45,773
PE 03 TB Case Management	7,158	0	7,158 (g,h,i)
PE 10 Sexually Transmitted Disease Client Services	3,175	0	3,175 (e)
PE 12 Public Health Emergency Preparedness	73,801	0	73,801 (d)
PE 13 Tobacco Prevention & Education	64,391	0	64,391
PE 27 Oregon Prescription Drug Overdose Prevention	79,583	0	79,583 (m)
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	185,562	0	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)
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) Supplemental funds to assist in STD outbreak work, must be spent by December 31st, 2017			
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 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 December 26, 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
TOTAL	534,661	36,842	571,503
5) FOOTNOTES: l) \$6,658 Must be spent by December 31st, 2017, out of that \$6,536 is awarded to support contact investigation work m) \$79,583 is for the period September 1st, 2017 to June 30th, 2018. n) Funds provided under this Agreement are intended to enable Local Public Health Authorities to assume primary responsibility for the quality and safety of drinking water provided by most of the public water systems located within the Local public Health Authority's jurisdiction, and may only be used in accordance with and subject to the requirements and limitations set forth below, to deliver the Safe Drinking Water services described in the Program Element Description. o) \$36,482 is for the period December 1st, 2017 to June 30th, 2018.			
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

Attachment C

**OREGON HEALTH AUTHORITY
PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT
EMAIL TO: OHA-PHD.Expend&RevReport@state.or.us**

Agency: _____

Program: _____

Period: July 1, _____ to _____

Please read instructions carefully.

YEAR TO DATE			
A. EXPENDITURES	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	TOTAL
1. Personal Services (Salaries and Benefits)			
2. Services and Supplies			
3. Capital Outlay			
4. TOTAL EXPENDITURES (see Note 1)	\$ -	\$ -	\$ -
5. Less Total Program Income (see Note 2)			
6. TOTAL REIMBURSABLE EXPENDITURES		\$ -	

WIC Program Only: Enter the Public Health Division Year to Date Expenditures Column breakdown in the following categories:

Client Services	<input type="text"/>	Nutrition Education	<input type="text"/>
Breastfeeding Promotion	<input type="text"/>	General Administration	<input type="text"/>

YEAR TO DATE	
B. PROGRAM INCOME/REVENUE	
1. Revenue from Fees	
2. Donations	
3. 3rd Party Insurance	
4. Other Program Income	
5. TOTAL PROGRAM INCOME	\$ -
6. Other Local Funds (identify)	
6a.	
6b.	
7. Medicaid/OHP/CCare	
8. Volunteer and In-Kind (estimated value)	
9. Other (Specify)	
10. Other (Specify)	
11. TOTAL REVENUE	\$ -

C. CERTIFICATE

I certify that revenues reported were authorized for use by the agency in support of this program and that expenditures and encumbrances reported are true and correct to the best of my knowledge and belief.

PREPARED BY	PHONE	AUTHORIZED AGENT	DATE
--------------------	--------------	-------------------------	-------------

Note 1: If Section A. Line 4. Expenditures are reimbursed by State Medicaid, State General Funds, State Other Funds, do not report Program Income on Section A. Line 5.

Note 2: 45 CFR 92.25(b). Income directly generated by grant supported activity (Section B. Line 5.).

Form Number 23-152

Revised December 2017

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

TITLE OF FORM: OHA Public Health Division Expenditure and Revenue Report FORM NUMBER: 23-152

WHO MUST COMPLETE THE 23-152: All agencies receiving funds awarded through Oregon Health Authority Intergovernmental Agreement for Financing Public Health Services must complete this report for each grant-funded program. Agencies are responsible for assuring that each report is completed accurately, signed and submitted in a timely manner.

WHERE TO SUBMIT: Email to: OHA-PHD.Expend&RevReport@state.or.us

WHEN TO SUBMIT: Reports for grants are due 25 days following the end of the 3-, 6-, and 9-month periods (10/25, 1/25, 4/25) and 50 days after the 12-month period (8/25) in each fiscal year. Any expenditure reports due and not received by the 25th will delay payments for all grant programs until reports for all programs have been received from the payee for the reporting period.

INSTRUCTIONS FOR COMPLETION: Report expenditures of Non-OHA/PHD (Oregon Health Authority/Public Health Division) funds in addition to those for which reimbursement is being claimed. This reporting feature is necessary for programs due to the requirement of matching federal dollars with state and/or local dollars.

- A. YEAR TO DATE expenditures are reported when payment is made or a legal obligation is incurred.
- B. YEAR TO DATE revenue is reported when recognized.

A. EXPENDITURES

Enter cumulative expenditures in appropriate column.

- **Non-OHD/PHD Expenditures** are all program expenditures not reimbursed by Public Health Division.
- **PHD Expenditures** are reimbursable expenditures less program income.

WIC grantees must break down PHD cumulative expenditures into the 4 categories listed on the form. Refer to Policy 315: Fiscal Requirements of the Oregon WIC Program Policy and Procedure Manual for definitions of the categories.

Line 1. Personal Services: Report total salaries that apply to the program. Since payroll expenses may vary from month to month, an approximate amount may be listed for each reporting period except the final period.

Exact yearly cost must be reported.

Federal guidelines, 2 CFR 225 Appendix B.8. (OMB Circular A-87), require the maintenance of adequate time-activity reports for individuals paid from grant funds.

Line 2. Services and Supplies: Report all services and supplies expenditures for the program.

Line 3. Capital Outlay: Capital Outlay is defined as expenditure of a single item costing more than \$5,000 with a life expectancy of more than one year. Itemize all capital outlay expenditures by cost and description. Federal regulations require that capital equipment (desk, chairs, laboratory equipment, etc.) continue to be used within the program area. Property records for non-expendable personal property shall be maintained accurately per Subtitle A-Department of Health and Human Services, 45 Code of Federal Regulation (CFR) Part 92.32 and Part 74.34.

Prior approval must be obtained for any purchase of a single item or special purpose equipment having an acquisition cost of \$5,000 or more (PHS Grants Policy Statement; WIC, see Federal Regulations Section 246.14).

B. REVENUES

Enter revenues that support program on appropriate lines. Identify sources of *Other Local Funds* on lines 6 through 6b.

Line 7. Medicaid/OHP/CCare: Medicaid includes CCare, OHP and other Medicaid programs.

WHEN A BUDGET REVISION IS REQUIRED: It is understood that the pattern of expenses will follow the estimates set forth in the approved budget application. To facilitate program development, however, transfers between expense categories may be made by the local agency except in the following instances, when a budget revision will be required:

- If a transfer would result in or reflect a significant change in the character or scope of the program.
- If there is a significant expenditure in a budget category for which funds were not initially budgeted in approved application.

REIMBURSEMENT FROM THE STATE: Transfer document will be forwarded to the county treasurer (where appropriate) with a copy to the local agency when Public Health Division makes reimbursement.

Form Number: 23-152

Revised December 2017

Attachment D
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE 12: Public Health Emergency Preparedness Program

Federal Award Identification Number(FAIN):		1 NU90TP921916-01	
Federal Award Date:		07/17/17	
Performance Period:		07/01/17-06/30/18	
Federal Awarding Agency:		CDC	
CFDA Number:		93.069	
CFDA Name:		Public Health Emergency Preparedness	
Total Federal Award:		\$8,012,510	
Project Description:		Public Health Emergency Preparedness	
Awarding Official:		CDC	
Indirect Cost Rate:		17.45%	
Research And Development(Y/N):		N	
Agency/Contractors Name	DUNS	Award Amount	
CLATSOP	118455844	\$	73,801

PE 41: Reproductive Health

Federal Award Identification Number(FAIN):		1 FPHPA106296-01-00	
Federal Award Date:		N/A	
Performance Period:		07/01/17-06/30/18	
Federal Awarding Agency:		DHHS/PHS/PA	
CFDA Number:		93.217	
CFDA Name:		Family Planning Services	
Total Federal Award:		\$3,076,000	
Project Description:		Oregon Reproductive Health Program	
Awarding Official:		Robin Fuller, robin.fuller@hhs.gov	
Indirect Cost Rate:		17.45%	
Research And Development(Y/N):		N	
Agency/Contractors Name	DUNS	Initial Award	
CLATSOP	118455844	\$	\$16,724

PE 42 Maternal And Child Health Programs - Title V Flexible

Federal Award Identification Number(FAIN):		6B04MC30636	1B04MC31511	
Federal Award Date:		1/5/2017	10/20/2017	
Performance Period:		10/01/16-09/30/18	10/01/17-9/30/19	
Federal Awarding Agency:		DHS/HRSA	DHS/HRSA	
CFDA Number:		93.994	93.994	
CFDA Name:		MCH Block Grant	MCH Block Grant	
Total Federal Award:		\$3,113,086	\$1,073,224	
Project Description:		Maternal and Child Health Services	Maternal and Child Health Services	
Awarding Official:		Mary Worrell mworrell@hrsa.gov	Mary Worrell mworrell@hrsa.gov	
Indirect Cost Rate:		10%	10%	
Research And Development(Y/N):		N	N	
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total Award
CLATSOP	118455844	\$ 3,662	\$ 10,987	\$ 14,649

OHA - 2017-2019 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

PE 42 Maternal And Child Health Programs - Title V CAH

Federal Award Identification Number(FAIN):	6B04MC30636	1B04MC31511		
Federal Award Date:	1/5/2017	10/20/2017		
Performance Period:	10/01/16-09/30/18	10/01/17-9/30/19		
Federal Awarding Agency:	DHS/HRSA	DHS/HRSA		
CFDA Number:	93.994	93.994		
CFDA Name:	MCH Block Grant	MCH Block Grant		
Total Federal Award:	\$3,113,086	\$1,073,224		
Project Description:	Maternal and Child Health Services	Maternal and Child Health Services		
Awarding Official:	Mary Worrell mworrell@hrsa.gov	Mary Worrell mworrell@hrsa.gov		
Indirect Cost Rate:	10%	10%		
Research And Development(Y/N):	N	N		
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total Award
CLATSOP	118455844	\$ 1,570	\$ 4,709	\$ 6,279

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

February 28, 2018

Issue/Agenda Title: New Knight Cancer Institute ~ Step it UP! Grant

Category: Consent Calendar

Prepared By: Bryan Hall

Presented By: Michael McNickle

Issue before the Commission: Applied for and received new Grant Award in the amount of \$15,025 from the Knight Cancer Institute, Step it UP! Program.

County Manager is already authorized to sign this contract. We need Board approval of the Resolution and Order to authorize expending these additional grant funds in this fiscal year.

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 new contract allows outreach to cancer survivors encouraging participation in the Step it UP! walking program.

Fiscal Impact: This is a new grant award to cover the personnel and supplies costs associated with the program.

Options to Consider:

1. Approve Resolution and Order related to Knight Cancer Institute~Step it UP! grant for the 2017-18 fiscal year.
2. Do not authorize expenditure of funds and reject grant award.

Staff Recommendation: Option #1

Recommended Motion: *"I move to authorize Resolution and Order related to Knight Cancer Institute~Step it UP! grant in the amount of \$15,025 per Schedule A."*

Attachment List:

- A. Copy of Knight Cancer Institute~Step it UP! grant
- B. Resolution and Order
- C. Schedule A list

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 from the Knight Cancer Institute,)
Step it UP, 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 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 28th Day of February 2018.

**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>
007/4110	Revenue	81- 7388	\$ 15,025	
007/4110	Expense	82- 1975	175	
		82- 1905	9,975	
		82- 1848	530	
		82- 1950	750	
		82- 1970	25	
		82- 1980	10	
		82- 2495	3,560	

Comment: Knight Cancer Institute Step it Up Grant \$15,025
We are requesting budget authority to receive and expend the grant dollars in fiscal year 2017-18

Prepared by: Bryan Hall 2/14/2018
Knight Cancer Institute Step it Up Grant



1/22/18

Award Agreement

OHSU Knight Cancer Institute
Community Partnership Program

Mail code CR 145 / HRC14D84
3181 S.W. Sam Jackson Park Road
Portland, OR 97239-3098
Tel 503 494-1617, option 6 | knightcancerCRO@ohsu.edu

Organization Receiving Grant: Clatsop County Public Health
Grantee: Michael McNickle
Project Title: Step It Up to Step Out Cancer

Grant Number: 20173012	Project Start Date: 2/1/2018
Grant Cycle: 2017-3	Project End Date: 1/31/2019
	Grant Award: \$14,875
	Travel Award: \$150

Term

The term of this grant award contract will commence on the **project start date** 2/1/2018 and terminate on the **project end date** 1/31/2019 unless extended by mutual agreement. Funds awarded under this agreement may not be used toward any other CPP-funded project objectives.

Terms and Use of Funds

The funds given pursuant to this grant shall be used solely for the purposes specified in the proposal and budget during the project period cited above. Reallocating funds between budget categories is allowed within reason, and applicable to direct project costs only. Maximum allowance for indirect or overhead costs is 10% of the total budget grant award.

Grantees will receive a step-by-step implementation guide and on-going technical assistance throughout the project period to support the implementation and evaluation of the Step It Up! Survivors program. Grantees will be expected to participate in monthly webinars, meet stated deliverables to secure two funding installments, and attend the Cancer Prevention and Control Research Network (CPCRN) Putting Public Health Evidence into Action* training (January 29, 2018 in Eugene, Oregon), and the CPP annual grantee conference (Spring 2018). Participants will receive a standard travel award in their first payment installment, which is provided to cover participant transportation costs to/from required events. Accommodation expenses will be paid separately by

OHSU Knight Cancer Institute on an as-needed basis. * CPCRN training is only required for grantees who have not yet attended.

The first webinar – Grantee Orientation – is scheduled for February 5, 2018. No human subjects' activities are expected to begin until after this orientation meeting.

Protection of Human Subjects

Step It Up! Survivor grantees should not be directing research activities; rather, the Oregon Community Cancer Research Collaborative (OR-CCRC) team will be responsible for protecting the research rights of Grantee organizations and their participation in OR-CCRC directed research. If the Grantee is proposing research activities above and beyond what is requested as part of this award, the Grantee is responsible for the protection of the rights and welfare of human subjects involved in any and all activities supported by the Knight Cancer Institute. Implementation of activities involving human subjects (e.g. participant recruitment, data collection) are not allowed prior to IRB approval.

If human subjects' research, beyond that approved as part of the Step it Up! Survivors program, is being conducted, the Grantee agrees to comply with any existing or new OHSU and federal policies and guidelines that may affect the research being undertaken by this grant. This includes but is not limited to obtaining prior written approval from the OHSU or other Institutional Review Board before undertaking any form of human subjects' research. Following completion of this grant, Grantee will have option to maintain or close the study based on future project needs.

Communications

Please refer to the Communications Toolkit for policies about acknowledgment of your award from the OHSU Knight Cancer Institute, brand use, and sharing communications materials with the Knight Cancer Institute.

Amendments

Grantee is to notify Knight Cancer Institute of any significant changes to the grant contract, including change of Grantee or any anticipated changes in grant activities and/or allocation of funds.

Extension without additional funds

Grantee may request to extend the term of the contract if additional time beyond the established expiration date of the grant term is required to assure adequate completion of the original scope of work within the funds originally made available. A single extension, which shall not exceed twelve months, must be submitted at least 30 days prior to the expiration date of the original award. A no cost extension request form will be provided.

Termination

Knight Cancer Institute reserves the right to terminate or cancel a grant contract, in whole or in part, at any time prior to its expiration under the following guidelines:

- A. When the Grantee has failed to comply with the terms and conditions of the grant contract or when Knight Cancer Institute has other reasonable cause.
- B. When the Grantee and Knight Cancer Institute mutually agree to do so.
- C. When the Grantee provides written notice to the Knight Cancer Institute setting forth reasons for such action, the effective date, and in the case of partial termination, the portion to be terminated.
- D. When the Grantee has failed to provide the final report by the due date.

Following termination, normal grant contract closeout procedures will be initiated. Grantee must submit end of project report detailing activities completed, or in progress, through the date of termination. Grantee will be required to report grant account balance and return any unused funds to the Knight Cancer Institute if unable to transfer the responsibility to another appropriate entity.

Payment of funds

Step It Up! Survivor Grantees will receive the first \$10,000 distribution of funds to initiate program implementation along with a standard travel award. Grantee agrees to manage the project budget to ensure they have required resources for the successful completion of this funded project. The balance of grant funds will be distributed in a second and final installment after an at least 75% data entry completion rate and is dependent upon grantees' good standing. Funds may not be used for the preparation, distribution, or use of materials to directly support or defeat proposed legislation. These funds are in addition to a travel award of \$150. The standard travel award is to fund participant transportation to/from activities: CPCRN Putting Public Health Evidence in Action training (only if required), and annual grantee conference (Spring 2018).

Please upload the following in the online portal by Monday, December 11, 2017:

1. Confirm or corrected remittance information (see appendix)
2. Current W-9
3. Signed award agreement by a Clatsop County Public Health authorized signer

To be eligible to apply funding in the future, Grantee will need to be in compliance with the following:

- Submit grant report within 30 days of the grant end date (template will be provided)
- Maintain IRB compliance, should it become applicable
- Follow the policies and procedures outlined in the communications toolkit
- Inform the Community Partnership Program of significant changes to the proposal that was submitted
- Within three (3) years preceding this offer, the organization applying for or receiving funds and all individuals responsible for the management of project funds must not have been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract of subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

- Satisfactory participation in grantee related activities, including calls, trainings, data collection and networking opportunities. We will contact you as soon as possible if we determine that participation is unsatisfactory.



Signature Authority (sign name)

2-14-18

Date

Cameron Moore

Signature Authority (print name)

County manager

Title

Kerri Winters- Stone
Knight Cancer Institute
Community Partnership Program Co-Director

Date



Appendix 1 – Remittance Information

Please login to the applicant/grantee portal to upload a signed copy of this award agreement, a current W-9 and to confirm the following information.

Check will be made out to: _____

(In the portal, enter the organization name that the check will be made out to.)

Check mailing address: _____

(In the portal, enter the mailing address for the check.)

Primary contact:

If any of the following information is incorrect, in the applicant portal, please update the applicant profile section with the correct contact information.

Name: Michael McNickle
Title: Director of Public Health
Telephone: 503-338-3686
Email: mmcnicke@co.clatsop.or.us

Hourly Rate	Hourly Rate Bens	Annual Hrs Wkd	FTE	Sal Range	Wage Acct														Total																						
Sarah	33.22	-	300.00	0.14	PHN II	82-1209	Gross	5,647.40	82-1975	SAIF	98.59	82-1955	Pers	0.00	82-1950	FICA	432.01	82-1963	Med Wvr	0.00	82-1966	HSA Contrib	0.00	82-1964	Medical	0.00	82-1965	Dental	0.00	82-1970	Life SC	14.40	82-1980	Un Emp	5.64	Total Bens	550.64	Total	6,198.04		
								9,966.00	173.98	0.02	0.08	762.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.41	9.95	971.72	10,937.72									
Mike	46.20	#DIV/0!	-	-	Director	82-1086		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Bryan	27.95	-	19.00	0.01	Acct II	82-1850		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
								531.05	173.98	762.37	25.41	9.95	971.72	11,468.77																											
								10,497.05	15,025.00	3,556.23	15,025.00	3,556.23	15,025.00	3,556.23																											
						GL CHANGES														0.00	0.00																				
						Other Expense														756.23																					
						Travel														400.00																					
						Incentives														1,000.00																					
						Equip														1,400.00																					
						Total Other Expenses														3,556.23																					

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

February 28, 2018

Issue/Agenda Title: IGA between Clatsop County Public Health and Tillamook County Health & Human Services for work to be completed that is associated with OHA Public Health Contract #154104 Amend #4.

Category: Consent Calendar

Prepared By: Bryan Hall

Presented By: Michael McNickle

Issue before the Commission: Authorize County Manager to approve IGA between Clatsop County Public Health and Tillamook County Health & Human Services Department.

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. The Public Health Modernization Model Program Element #52 within the Public Health contract Amendment #4 allows new funding for Public Health Modernization Capacity Building in the amount of \$100,000 over a 2 year period. The work is being divided between Clatsop, Columbia and Tillamook Counties, with Clatsop acting as Fiscal Agent.

Fiscal Impact: These are pass through dollars from the State to reimburse Tillamook County for services rendered.

Options to Consider:

1. Authorize County Manager to approve IGA.
2. Do not authorize IGA.

Staff Recommendation: Option #1

Recommended Motion: *"I move to authorize County Manager to sign Contract with Tillamook County for services rendered related to OHA/Clatsop County Department of Public Health Amendment #4 to the IGA No. 154104."*

Attachment List: None

12748



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

Contract No. C6497

PUBLIC HEALTH CAPACITY BUILDING COLLABORATION AGREEMENT

This Agreement is made this 1st day of January, 2018 between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter "**Clatsop**", the **Public Health Foundation of Columbia County** an Oregon Not-for-Profit Corporation in good standing, hereinafter "**PHFCC**", and **Tillamook County**, a political subdivision of the State of Oregon, hereinafter "**Tillamook**".

Recitals

The parties jointly received a grant of \$100,000 from the State of Oregon to develop a regional approach and partnerships to reduce the spread of sexually transmitted disease and sexually transmitted infections hereinafter referred to "STD/STI". The parties want Clatsop to be the fiscal agent for the project. Clatsop will receive the state grant and allocate funds in roughly proportional amounts between the three parties in accord with the work plan to be developed by a project team consisting of the Public Health Directors/Administrators of each party.

NOW THEREFORE, the parties agree as follows:

1. Term. This agreement shall be from January 1, 2018 to June 30, 2019. It may be terminated on written notice from one party to the other if the State funding is withdrawn.
2. Services and Payment. Clatsop will distribute State funding to the parties based on staff time involved. All parties agree to spend the funding in accordance with the project budget created by the parties as shown in Attachments A and B herein with distribution to be allocated in accord with the programs developed by the project team. Clatsop is entitled to pay itself from the State funding distribution for the staff time involved in administering the grant program. Each party will complete the projects allocated to it by the project team in a professional and timely manner. PHFCC and Tillamook will submit invoices on a monthly basis to Clatsop. Payment will be issued within 15 days of receipt of invoice. Invoices shall be sent to Clatsop County Public Health.
3. Indemnity. Each party will indemnify and hold the others harmless for any claim arising out of that party's provision of its services. Each party shall maintain liability insurance in an amount sufficient to satisfy the current Oregon Tort Claim Act limits.

4. Public Benefit. Each party represents that it will use the funds provided solely for the purposes set forth herein, and solely to provide staffing and services for the benefit of the public. Any funds not used for the purposes set forth herein, shall be returned to Clatsop for re-allocation.

Clatsop County:

Cameron Moore Date
County Manager

Public Health Foundation of Columbia County

see attached

Signature Date

Title

Address

City State Zip

Tillamook County:

[Signature] February 14, 2018
Signature Date

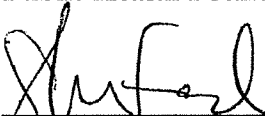
Chair, Tillamook County Commissioners
Title

4. Public Benefit. Each party represents that it will use the funds provided solely for the purposes set forth herein, and solely to provide staffing and services for the benefit of the public. Any funds not used for the purposes set forth herein, shall be returned to Clatsop for re-allocation.

Clatsop County:

Cameron Moore Date
County Manager

Public Health Foundation of Columbia County

 1-11-18
Signature Date
Director
Title
PO Box 995
Address
St Helens OR 97051
City State Zip

Tillamook County:

see attached

Attachment A

Budget Narrative

Funding will be divided equally between Clatsop County Public Health, Tillamook County Public Health and the Public Health Foundation of Columbia County. Clatsop County will be the fiscal agent. Both Tillamook County Public Health and The Public Health Foundation of Columbia County will be subcontractors to Clatsop County to perform their portions of the project. Directors of these organizations will be the lead staff in the performance of the program plan as described herein.

The funding will be utilized to pay for 0.15 FTE of each lead staff's salaries and benefits to work on the project over the next 18 months. Additionally, the mandatory meetings in Portland and Sun River are paid for through the project budget. Expenses that are not outlined herein will be in-kind donations from each organization to participate in this project. Each organization will be accountable for completing their share of their work as will be outlined in the subcontracts.

Attachment B

Public Health Modernization Work Plan			
Lead Fiscal Agent	Clatsop County		
Strategic Partners	Clatsop County Public Health, Tillamook County Public Health, the Public Health Foundation of Columbia County		
SMART Objective	Define a regional governance structure including Tillamook, Clatsop, Columbia and Columbia Pacific CCO by June 30, 2018.		
Target region	Northern Coast		
Target population	NA		
Activity	Timeline (start-end)	Lead staff and key associates	Outcome measure or deliverable
Convene orientation meeting	Jan 2018 – Feb 2018	Northern Coast Regional Team	Update governance structure and membership as required.
Establish a governance structure for decision-making, resource allocation and implementation of approved work plans	Feb 2018 – Jun 2018	Northern Coast Regional Team	Draft contents of a MOA/MOU between regional partners
Implement MOU/MOA	Feb 2018 - June 2018	Northern Coast Regional Team	Finalize MOU/MOA between partners.
Review data to identify need and identify vulnerable populations within region Discuss best practices and strategies Identify additional partners to engage	Jul 2018 - June 2019	Northern Coast Regional Team	Regionally prioritized communicable disease identified Work plan developed addressing communicable disease As needed, add new identified partners to MOA/MOU

Develop work plan for implementation			
Provide and participate in Technical Assistance opportunities	Throughout grant period, TBD by OHA	At least 50% of project team at each meeting	Understanding of best practices and opportunities to inform development of work plan Networking with cohort of modernization grantees
OHA Reporting	Throughout grant period, TBD by OHA	Northern Coast Regional Team	Completion of all required reports and deliverable by deadline
Review potential performance management tools and determine which tool would be effective measuring progress and success of this project	Team identifies tool by Feb 2018 Implement use of tool in March 2018 Use tool throughout rest of grant period	Northern Coast Regional Team	Craft and implement performance management program plan and update as necessary during project period

GRANT WORKSHEET

FY _____ BUDGET

Please check here if no salaries are funded by this grant. If the grant is funding all or part of an employees salary:
COMPLETE PAGE 2 OF THIS WORKSHEET

Funding Source Code * New RSC
For Accounting Department use only

County Fund & Dept Receiving Grant
TCCHC

Award Period:
Begin: 1-Jan-18
End: 30-Jun-19

Common Name	Formal Name
PH Capacity Building Collaboration	PH Modernization Regional Partnership

Everyday name used within your department *Complete formal name given to grant by funding source*

PLEASE ATTACH COPY OF GRANT AWARD

Source of Funds

Where did the funding come from?
Did the funds come directly to the county from the federal government?
Did the funds pass through the State of Oregon or another organization before arriving at the county?

Grant Number:
If Federal Grant: CFDA Number
If State Grant: Number assigned by state funding source

- Direct, federal government, dept of _____ CFDA: _____
- Indirect, federal government, dept of _____ CFDA: _____
and State of Oregon, dept/division of _____
- Indirect, federal government, dept of _____ CFDA: _____
and another entity or organization _____
- Direct, State of Oregon, dept/division of _____
- Indirect, State of Oregon, dept/division of _____ CFDA: _____
via another entity or organization Clatsop County
- Other _____

Total Amount of Award: \$ 33,197.75

Is this a new grant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Match Requirement Amount <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No How Much: \$ _____ <input type="checkbox"/> Hard Dollar Match <input type="checkbox"/> In-Kind (IDENTIFY below)	Is this a multiyear grant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Payment Method: <input checked="" type="checkbox"/> Advance <input type="checkbox"/> Reimbursement		IF Yes: Amount Applicable to Current Budget Year: \$ 11,065.90
Reporting Cycle <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual	Grant Administrator: _____ Accounting Contact: _____	Marlene Putman Irene Fitzgerald

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

February 28, 2018

Issue/Agenda Title: IGA between Clatsop County Public Health and Public Health Foundation of Columbia County for work to be completed that is associated with OHA Public Health Contract #154104 Amend #4.

Category: Consent Calendar

Prepared By: Bryan Hall

Presented By: Michael McNickle

Issue before the Commission: Authorize County Manager to approve IGA between Clatsop County Public Health and Public Health Foundation of Columbia County.

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. The Public Health Modernization Model Program Element #52 within the Public Health contract Amendment #4 allows new funding for Public Health Modernization Capacity Building in the amount of \$100,000 over a 2 year period. The work is being divided between Clatsop, Columbia and Tillamook Counties, with Clatsop acting as Fiscal Agent.

Fiscal Impact: These are pass through dollars from the State to reimburse Public Health Foundation of Columbia County for services rendered.

Options to Consider:

1. Authorize County Manager to approve IGA.
2. Do not authorize IGA.

Staff Recommendation: Option #1

Recommended Motion: *"I move to authorize County Manager to sign Contract with Public Health Foundation of Columbia County for services rendered related to OHA/Clatsop County Department of Public Health Amendment #4 to the IGA No. 154104."*

Attachment List: None



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

Contract No. 96496

PUBLIC HEALTH CAPACITY BUILDING COLLABORATION AGREEMENT

This Agreement is made this 11 day of January, 2018 between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter "**Clatsop**", the **Public Health Foundation of Columbia County** an Oregon Not-for-Profit Corporation in good standing, hereinafter "**PHFCC**", and **Tillamook County**, a political subdivision of the State of Oregon, hereinafter "**Tillamook**".

Recitals

The parties jointly received a grant of \$100,000 from the State of Oregon to develop a regional approach and partnerships to reduce the spread of sexually transmitted disease and sexually transmitted infections hereinafter referred to "STD/STI". The parties want Clatsop to be the fiscal agent for the project. Clatsop will receive the state grant and allocate funds in roughly proportional amounts between the three parties in accord with the work plan to be developed by a project team consisting of the Public Health Directors/Administrators of each party.

NOW THEREFORE, the parties agree as follows:

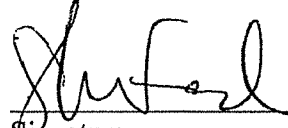
1. Term. This agreement shall be from January 1, 2018 to June 30, 2019. It may be terminated on written notice from one party to the other if the State funding is withdrawn.
2. Services and Payment. Clatsop will distribute State funding to the parties based on staff time involved. All parties agree to spend the funding in accordance with the project budget created by the parties as shown in Attachments A and B herein with distribution to be allocated in accord with the programs developed by the project team. Clatsop is entitled to pay itself from the State funding distribution for the staff time involved in administering the grant program. Each party will complete the projects allocated to it by the project team in a professional and timely manner. PHFCC and Tillamook will submit invoices on a monthly basis to Clatsop. Payment will be issued within 15 days of receipt of invoice. Invoices shall be sent to Clatsop County Public Health.
3. Indemnity. Each party will indemnify and hold the others harmless for any claim arising out of that party's provision of its services. Each party shall maintain liability insurance in an amount sufficient to satisfy the current Oregon Tort Claim Act limits.

4. Public Benefit. Each party represents that it will use the funds provided solely for the purposes set forth herein, and solely to provide staffing and services for the benefit of the public. Any funds not used for the purposes set forth herein, shall be returned to Clatsop for re-allocation.

Clatsop County:

Cameron Moore Date
County Manager

Public Health Foundation of Columbia County



Signature Date 1-11-18
Director

Title
PO Box 995

Address
St Helens OR 97051
City State Zip

Tillamook County:

See attached

4. Public Benefit. Each party represents that it will use the funds provided solely for the purposes set forth herein, and solely to provide staffing and services for the benefit of the public. Any funds not used for the purposes set forth herein, shall be returned to Clatsop for re-allocation.

Clatsop County:

Cameron Moore Date
County Manager

Public Health Foundation of Columbia County

See attached

Signature Date

Title

Address

City State Zip

Tillamook County:

[Signature] February 14, 2018

Signature Date

Chair, Tillamook County Commissioners

Title

Attachment A

Budget Narrative

Funding will be divided equally between Clatsop County Public Health, Tillamook County Public Health and the Public Health Foundation of Columbia County. Clatsop County will be the fiscal agent. Both Tillamook County Public Health and The Public Health Foundation of Columbia County will be subcontractors to Clatsop County to perform their portions of the project. Directors of these organizations will be the lead staff in the performance of the program plan as described herein.

The funding will be utilized to pay for 0.15 FTE of each lead staff's salaries and benefits to work on the project over the next 18 months. Additionally, the mandatory meetings in Portland and Sun River are paid for through the project budget. Expenses that are not outlined herein will be in-kind donations from each organization to participate in this project. Each organization will be accountable for completing their share of their work as will be outlined in the subcontracts.

Attachment B

Public Health Modernization Work Plan			
Lead Fiscal Agent	Clatsop County		
Strategic Partners	Clatsop County Public Health, Tillamook County Public Health, the Public Health Foundation of Columbia County		
SMART Objective	Define a regional governance structure including Tillamook, Clatsop, Columbia and Columbia Pacific CCO by June 30, 2018.		
Target region	Northern Coast		
Target population	NA		
Activity	Timeline (start-end)	Lead staff and key associates	Outcome measure or deliverable
Convene orientation meeting	Jan 2018 – Feb 2018	Northern Coast Regional Team	Update governance structure and membership as required.
Establish a governance structure for decision-making, resource allocation and implementation of approved work plans	Feb 2018 – Jun 2018	Northern Coast Regional Team	Draft contents of a MOA/MOU between regional partners
Implement MOU/MOA	Feb 2018 - June 2018	Northern Coast Regional Team	Finalize MOU/MOA between partners.
Review data to identify need and identify vulnerable populations within region Discuss best practices and strategies Identify additional partners to engage	Jul 2018 - June 2019	Northern Coast Regional Team	Regionally prioritized communicable disease identified Work plan developed addressing communicable disease As needed, add new identified partners to MOA/MOU

Develop work plan for implementation			
Provide and participate in Technical Assistance opportunities	Throughout grant period, TBD by OHA	At least 50% of project team at each meeting	Understanding of best practices and opportunities to inform development of work plan Networking with cohort of modernization grantees
OHA Reporting	Throughout grant period, TBD by OHA	Northern Coast Regional Team	Completion of all required reports and deliverable by deadline
Review potential performance management tools and determine which tool would be effective measuring progress and success of this project	Team identifies tool by Feb 2018 Implement use of tool in March 2018 Use tool throughout rest of grant period	Northern Coast Regional Team	Craft and implement performance management program plan and update as necessary during project period

Subcontracts		Public Health Foundation of Columbia County		Track 2		AWARDED	
Personnel							
Salaries	Ford, Sherrie	Public Health Director	FTE	0.18	12 month total	18 month total	
					\$14,940.00	\$22,410.00	
Benefits					Total	\$22,410.00	
	FICA		8%		\$1,792.80		
	Workers Comp.		4%		\$896.40		
	Health Ins.		0%				
	Retirement		6%		\$1,344.60		
	Unemployment		3%		\$560.25		
					Total	\$4,594.05	
							\$27,004.05
TOTAL PERSONNEL COSTS							
Services & Supplies							
Contractual							
Supplies		printing materials & software					
							\$0.00
TOTAL SERVICES & SUPPLIES							
							\$27,004.05
Total Direct Costs							\$4,050.61
Indirect		15% of Direct Costs					
							\$31,054.66
Budget Total							

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

February 28, 2018

Issue/Agenda Title: A Memorandum of Agreement between Clatsop County Emergency Management and City of Warrenton

Category: Consent Calendar

Prepared By: Vincent Aarts

Presented By: Tiffany Brown

Issue before the Commission: Authorize the Chair to sign a Memorandum of Agreement between Clatsop County Emergency Management and City of Warrenton.

Informational Summary: In 2012, the Oregon Military Department closed the Umatilla Chemical Depot and transferred ownership of 19 Whelen emergency sirens to Clatsop County to be used as tsunami warning sirens. These sirens have been kept in storage, and while some have already been utilized at different locations in the county, the remainder is available to jurisdictions that wish to fund their installation.

The City of Warrenton, through its fire department, has expressed interest in acquiring and installing several of the Whelen units, and the MOU defines the conditions regarding property transfer.

Fiscal Impact: Authorization of this MOU has no fiscal impact

Options to Consider:

1. Authorize the Chair to sign the Memorandum of Agreement.
2. Reject the request to sign the Memorandum of Agreement.

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve the Memorandum of Agreement between Clatsop County Emergency Management Division and City of Warrenton and authorize the Chair to sign."*

Attachment List:

- A. Memorandum of Agreement between Clatsop County Emergency Management and City of Warrenton

MEMORANDUM OF AGREEMENT

between

Clatsop County Emergency Management Division

and

City of Warrenton

The purpose of this Memorandum of Agreement between Clatsop County Emergency Management Division (County) and City of Warrenton (City) is to set forth the terms of agreement for Whelen Warning Sirens (see Attachment A), poles and associated hardware and equipment that will be transferred to the Fire District. Ownership of these sirens is contingent upon the following requirements:

The Fire District will:

1. Retain the sirens as part of the district property inventory and not dispose of or transfer them to another agency without prior approval from the County; and
2. Install and test the sirens within three years of transfer from the County to the District.
3. Maintain and regularly test the sirens.

All costs associated with installation, operation, testing, maintenance and liability is assumed by the District. The County makes no warranties, express or implied, about the items being transferred. The transferred property is accepted in "AS IS" condition.

Whereas citizens and visitors along the coast are among the most vulnerable to hazardous weather conditions, to include earthquake and tsunami; and

Whereas warning sirens are intended to alert people who are outdoors to evacuate or seek shelter in an emergency; and

Whereas the Emergency Management Division received the sirens and poles from the Oregon Military Department to use for tsunami warning in Clatsop County; and

Whereas this transfer of surplus property to the District is pursuant to Clatsop County Code Section 1.04.060E

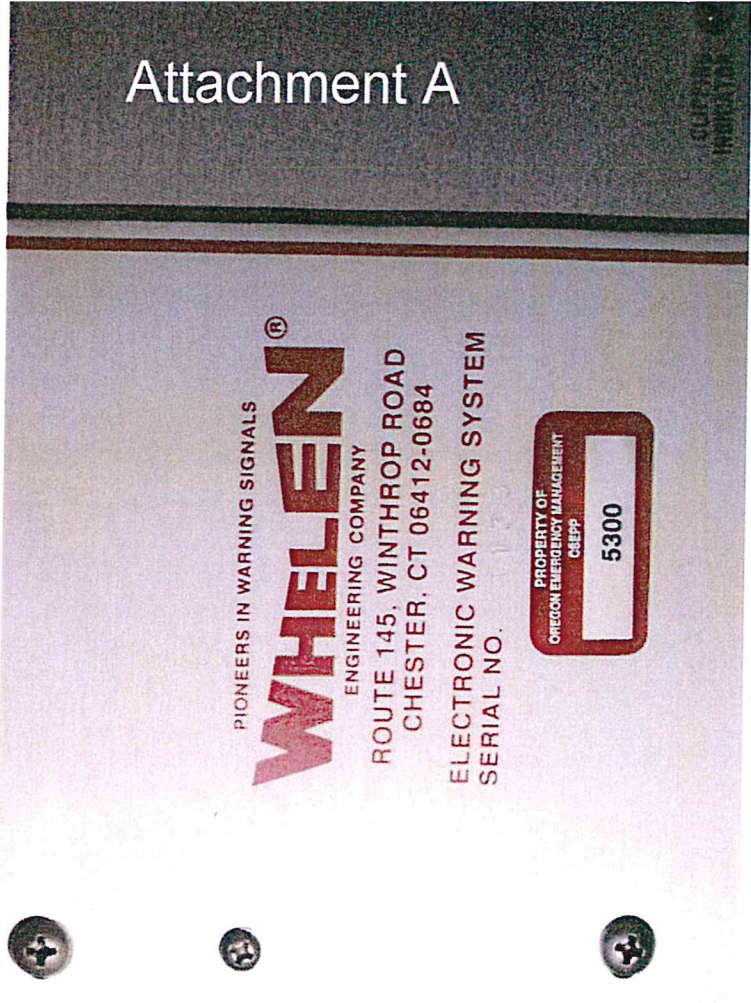
City of Warrenton

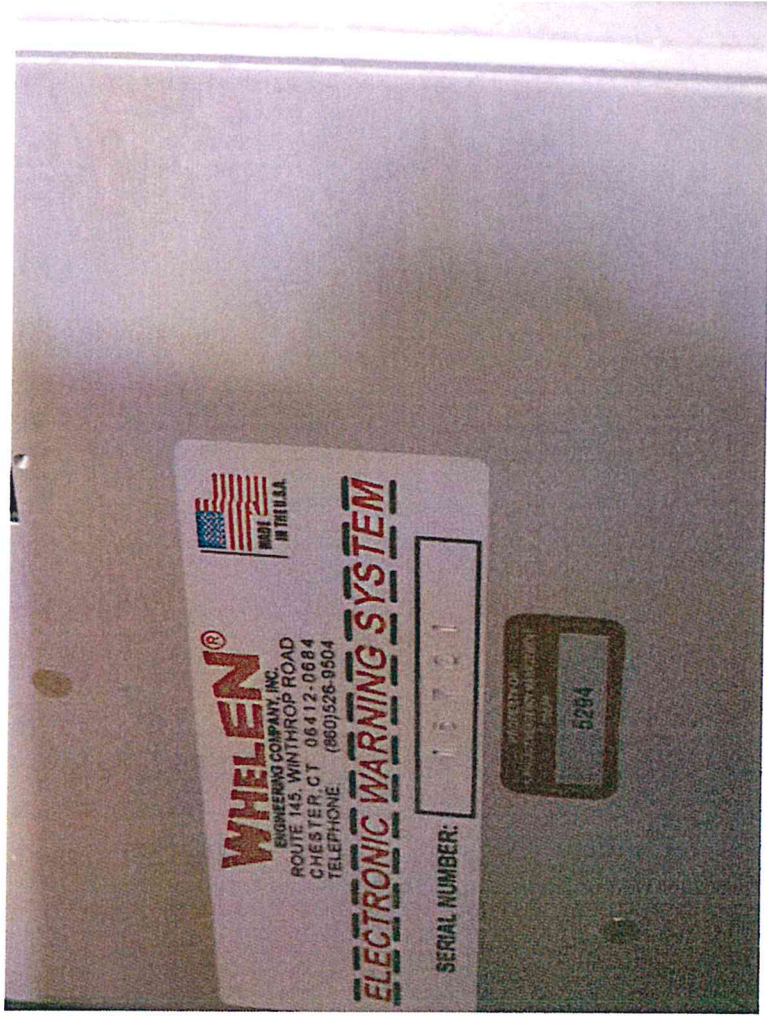
Date

Clatsop County Board of Commissioners

Date

Attachment A





**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

February 28, 2018

Issue/Agenda Title: A Memorandum of Agreement between Clatsop County Emergency Management and Cannon Beach Rural Fire Protection District

Category: Consent Calendar

Prepared By: Vincent Aarts

Presented By: Tiffany Brown

Issue before the Commission: Authorize the Chair to sign a Memorandum of Agreement between Clatsop County Emergency Management and Cannon Beach Rural Fire Protection District.

Informational Summary: In 2012, the Oregon Military Department closed the Umatilla Chemical Depot and transferred ownership of 19 Whelen emergency sirens to Clatsop County to be used as tsunami warning sirens. These sirens have been kept in storage, and while some have already been utilized at different locations in the county, the remainder is available to jurisdictions that wish to fund their installation.

The Cannon Beach Rural Fire Protection District has expressed interest in acquiring and installing three of the Whelen units, and the MOU defines the conditions regarding property transfer.

Fiscal Impact: Authorization of this MOU has no fiscal impact

Options to Consider:

1. Authorize the Chair to sign the Memorandum of Agreement.
2. Reject the request to sign the Memorandum of Agreement.

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve the Memorandum of Agreement between Clatsop County Emergency Management Division and Cannon Beach Rural Fire Protection District and authorize the Chair to sign."*

Attachment List:

- A. Memorandum of Agreement between Clatsop County Emergency Management and Cannon Beach Rural Fire Protection District

MEMORANDUM OF AGREEMENT

between

Clatsop County Emergency Management Division

and

Cannon Beach Rural Fire Protection District

This Memorandum of Agreement between Clatsop County Emergency Management Division (County) and Cannon Beach Rural Fire Protection District (District) sets forth the terms of agreement for three Whelen Warning Sirens (see Attachment A), poles and associated hardware and equipment that will be transferred to the Fire District.


Recitals: Citizens and visitors along the coast are among the most vulnerable to hazardous weather conditions, to include earthquake and tsunami and warning sirens are intended to alert people who are outdoors to evacuate or seek shelter in an emergency. The Emergency Management Division received the sirens and poles from the Oregon Military Department to use for tsunami warning in Clatsop County and this transfer of surplus property to the District is pursuant to Clatsop County Code Section 1.04.060E.

Now therefore, the parties agree:

A. The Fire District will: 1) Retain the sirens as part of the district property inventory and not dispose of or transfer them to another agency without prior approval from the County; 2) Install and test the sirens within two years of transfer from the County to the District and 3) Maintain and regularly test the sirens.

B. All costs associated with installation, operation, testing, maintenance and liability is assumed by the District.

C. The County makes no warranties, express or implied, about the items being transferred. The transferred property is accepted in "AS IS" condition.

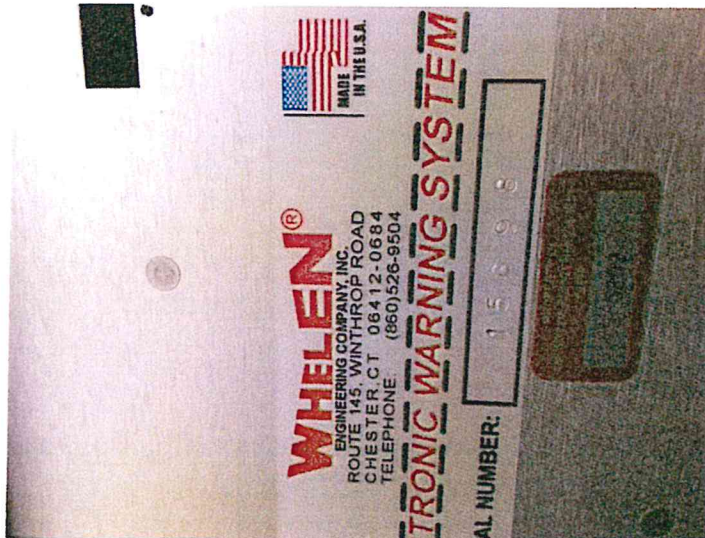
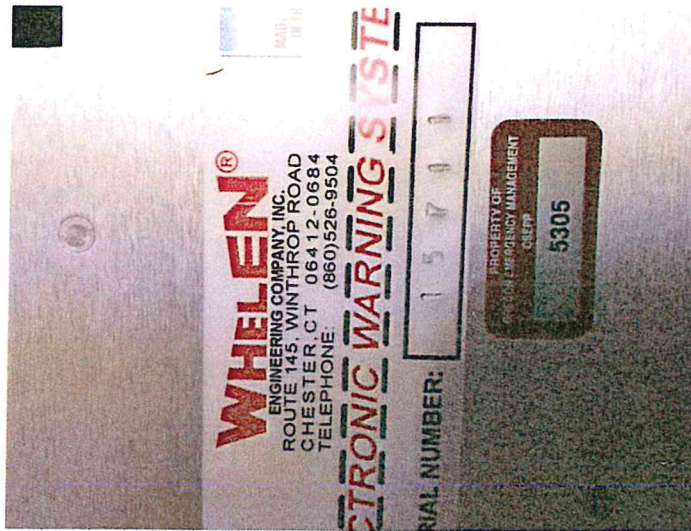
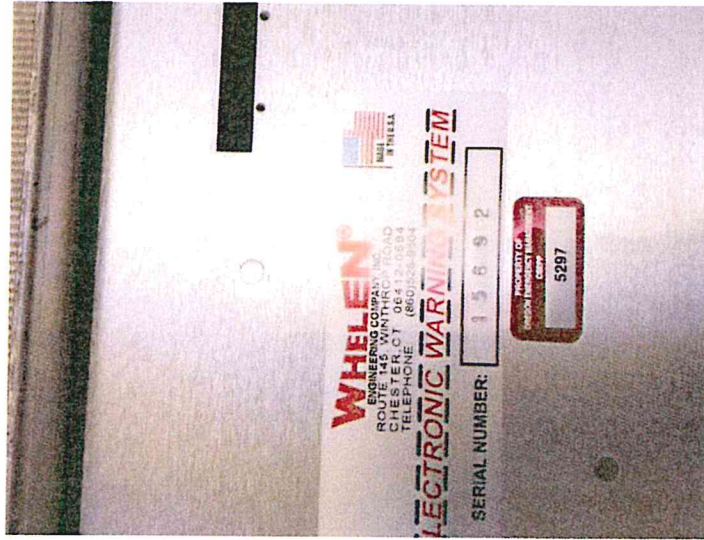

Cannon Beach Rural Protection Fire District

12/11/17
Date

Clatsop County Board of Commissioners

Date

Attachment A



**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

February 28, 2018

Issue/Agenda Title: Approve the 2017-18 budget and appropriation adjustments as required by ORS 294.463.

Category: Consent Calendar

Prepared By: Monica Steele, Budget & Finance Director

Presented By: Monica Steele, Budget & Finance Director

Issue before the Commission: Approve the 2017-18 budget and appropriation adjustments as required by ORS 294.463.

Informational Summary: Attached is the R&O required by ORS 294.463 for budget adjustments for fiscal year 2017-2018. These adjustments are a precaution or to avoid being in violation of budget law.

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

Fiscal Impact: The potential fiscal impact is \$0 as these adjustments are within funds that either have adequate budgeted contingency and therefore the adjustment is for appropriation authority only or have offsetting revenue.

Options to Consider:

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

Staff Recommendation: Option #1

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

Attachment List: Schedule "A" Appropriation adjustments

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 transfer of appropriations between)
organizational units within a fund;)
and authorizing transfer of appropriations)
between categories within an organizational)
unit; 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 transferring appropriations between organizational units in the same fund; and transferring appropriations between categories within an organizational unit.

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 28th Day of February 2018.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Sarah Nebeker, Vice Chair

Schedule A

2017-18 Budget Adjustments

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

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Dues & Special Assessments 001/1990/82-3580	\$62,400	
General Fund Contingency 001/9900/82-9901		\$62,400

Comment: This adjustment is transferring appropriation authority only from the contingency into Dues & Special Assessments. The funds to pay for the additional appropriation authority comes from Dept. of Ed grant monies.

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

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Fair Gen. Contingency 150/9300/82-9900		\$100,000
Fair General Operation 150/9300/82-1770	\$50,000	
Fair General Operation 150/9300/82-2300	\$50,000	

Comment: This adjustment is transferring appropriation authority from the Fair General Operation contingency category to the Personnel Services and Material and Services categories in order to comply with local budget law as a result of unanticipated costs associated with personnel changes as well as maintenance projects.

Industrial Revolv. Contingency 325/5836/82-9900		\$50,000
Industrial Revolv. Fund 150/9300/82-2471	\$50,000	

Comment: This adjustment is transferring appropriation authority from the Industrial Revolving contingency category to the Material and Services categories in order to stay in compliance with local budget law in an effort to continue making progress on the advancement of the North Coast Business Park within the fiscal year of 2017/2018 with the further development of the project wetland permitting activities.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

February 28, 2018

Issue/Agenda Title: Service Agreement(s) between Clatsop County Emergency Management Division and GFP Enterprises, LLC for Mass Care & Sheltering Services

Category: Business Agenda

Prepared By: Tiffany Brown

Presented By: Tiffany Brown

Issue before the Commission: Authorize the Chair to sign Agreement(s) between Clatsop County Emergency Management Division and GFP Enterprises, LLC for Mass Care & Sheltering Services.

Informational Summary: Clatsop County is vulnerable to a number of natural hazards, though none is presently considered to pose greater threat to life safety than tsunami resulting from a Cascadia Subduction Zone earthquake. In such a scenario, the county anticipates the need to provide mass care services for a large number of citizens who are displaced and left without the means to sustain themselves. Currently the county does not possess the ability or resources to maintain a mass care capability robust enough to address a catastrophic event such as Cascadia.

The County has a current agreement with the American Red Cross to provide services like sheltering, feeding, and bulk distribution in smaller scale emergencies, however, the Cascadia event predicted for the Pacific Northwest will necessarily impact normal lifelines and infrastructure. Red Cross in Oregon will likely be overwhelmed and challenged to respond quickly to isolated coastal communities Clatsop County after a Cascadia earthquake and tsunami.

As it stands currently, if a large magnitude earthquake and tsunami struck the coast, Clatsop County jurisdictions would have to request mass care resources through state/federal partners. The declaration would happen swiftly, and the system for requesting/receiving resources and sharing information across levels of government is well-established, but there are a number of potential logistical challenges which could easily hamper effective and timely response: Foremost, a timely response relies on working communications to coordinate across several agencies and level of government, but the Cascadia is expected to disrupt communications, therefore, services could be delayed by the inability to communicate to the Oregon Office of Emergency Management. Secondly, most contractors who provide mass care services live in other parts of the country, which impacts their ability to arrive quickly. Finally, if and when Clatsop County is successful communicating resource requests to state OEM, it will invariably be alongside the rest of the Oregon counties, most of which will also be in need of mass care services.

Attempting to plan for an incident of this size led Clatsop County Emergency Management to seek contractual services with an organization able to provide the material and services necessary to support

large scale mass care operations. The company, GFP Enterprises, is an emergency response company focused on wildland fire suppression, remote base camp, and catastrophe management solutions. They have decades of experience deploying emergency response equipment and personnel trained in the Incident Command System and they provide shelter services supported by experienced operations and logistics professionals.

Three modular agreements comprise this contract: The Master Professional Services Agreement that provides the overarching conditions, the Remote/Emergency Resources Service Level Agreement that provides shelters and associated equipment, and the Workforce Service Level Agreement that provides for staffing solutions make up the agreement. A fourth document in the packet introduces an example of the aviation services with whom GFP intends to contract as needed to deliver resources following a Cascadia event.

Approval of the agreement would add great benefit to the countywide catastrophic planning efforts from a few different standpoints. First, based out of Sisters, OR, the company is the closest to us of its kind which means they have the ability to get here more quickly than a contractor coming from another part of the country. Secondly, the modular structure of the agreement offers flexibility around ordering services in a fiscally prudent manner, which is always an important consideration, especially in the chaotic climate following a disaster. Executing the contract in advance creates efficiency where life safety is concerned by creating direct contact between parties without the ‘middleman’ involvement typically associated with requesting resources from the state/federal partners. Perhaps of greatest value is the fact that executing an agreement like this in advance of an event allows time for emergency planning—a luxury that will not exist when we hire someone in the moment. By entering into a pre-disaster service agreement with GFP, Clatsop County is able to dramatically advance its planning and preparedness for a large scale disaster. (The company will be present at the Board meeting to make an introduction.)

Fiscal Impact: Authorization of this MOU has no significant fiscal impact until such time that the County engages the agreement for the provision of selected services. Other impacts may include staff time to engage in planning efforts if the agreement is executed.

Options to Consider:

1. Authorize the Chair to sign the mass care services agreement(s).
2. Reject the request to sign the mass care services agreement(s).

Staff Recommendation: Option #1

Recommended Motion: *“I move to approve the services agreements between Clatsop County Emergency Management and GFP Enterprises, LLC and authorize the Chair to sign.”*

Attachment List:

- A. Master Professional Services Agreement between Clatsop County Emergency Management Division and GFP Enterprises, LLC.
- B. Remote/Emergency Resources Service Level Agreement between Clatsop County Emergency Management and GFP Enterprises, LLC.
- C. Workforce Service Level Agreement between Clatsop County Emergency Management and GFP Enterprises, LLC.
- D. Helicopter Operations – Columbia Helicopters & Hillsboro Aviation, Inc.

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (“**Agreement**”) is made as of the Effective Date specified at the end of this Agreement by and between GFP Enterprises, LLC (“**Vendor**”) an Oregon Limited Liability Company having a principal place of business at 307 West Sisters Park Drive, Sisters, OR 97759 and Clatsop County (“**Client**”) a governmental entity, having a place of business at 800 Exchange Street, Astoria, OR 97103. Collectively, Vendor and Client shall be known as the “**Parties**”, and each as a “**Party**”.

The Parties agree as follows:

1. **SERVICES PROVIDED BY VENDOR.** Vendor shall, upon receipt and acceptance of an order from Client pursuant to Section 2 below, provide Client certain personnel and equipment resources relating to the provision of emergency response services (the “**Services**”), the details and pricing for which are specified in one or more Service Level Agreements (each, an “**SLA**”), executed by each of Vendor and Client, the terms of which are incorporated herein and made a part of this Agreement. Work performed under this Agreement shall be referred to as “**Work**”. The execution of at least one SLA is required in order for this Agreement to become effective.
2. **AVAILABILITY OF SERVICES, ORDERING PROCEDURE, ASSURED SERVICES**
 - 2.1. **AVAILABILITY OF SERVICES.** Services under this Agreement may be provided on an assured basis, where certain availability assurances are made by Vendor in an applicable SLA (“**Assured Services**”), or an on-call basis, where no availability assurances are made by Vendor (“**On Call Services**”). The nature of Vendor’s availability assurance for Assured Services is described in Section 2.3 below. Unless specifically identified as being an Assured Service in an SLA, all Services provided under this Agreement are On Call Services.
 - 2.2. **ORDERING PROCEDURE; CHANGE ORDERS.** Services under this Agreement shall only be rendered by Vendor upon the issuance of a written order by Client requesting the deployment of Vendor (a “**Service Order**”) or upon a written request for a change to Services already being rendered by Vendor pursuant to a change order (a “**Change Order**”), and a subsequent acceptance of such order by Vendor. Pricing for Services and billing practices for Work performed shall be described in the SLA. A Service Order shall be used when Client wishes to (a) initiate a new Services deployment or (b) request a new type of Service for an existing deployment. A Change Order shall be used when Client wishes to (a) increase the quantity or capacity of a Service already being provided by Vendor, or (b) request a change in the duration of a Service already being provided by Vendor. Upon receipt of a Service Order from Client for On Call Services, or a Change Order requesting increased quantity of an On Call Service, Vendor shall have the right, in its sole discretion to either (a) accept the Service Order or Change Order, as applicable, creating a binding commitment on both Parties to perform their obligations described hereunder and in the applicable SLA, or (b) reject the Service Order or Change Order, as applicable, with no further commitment to Client. Vendor

shall be obliged to accept any Service Order for Assured Services, provided Client has performed its obligations under Section 2.3 below and is otherwise not in default under this Agreement. Vendor shall also be obliged to accept any Change Order requesting a decrease in the quantity or duration of a Service already being provided subject to the notice requirements described in the applicable SLA. Vendor shall use its commercially reasonable efforts to deploy the Services set forth in the accepted Service Order or Change Order, as applicable, provided the indicated effective date is no earlier than is required by any applicable notice provision in the applicable SLA.

- 2.3. **ASSURED SERVICES.** In the event Client requires a commitment from Vendor regarding the availability of certain Services, the Parties may specify in the SLA that such Services shall be Assured Services. Assured Services are those for which Vendor explicitly assures the availability to Client during a specified period (an “Assurance Period”) and for which a fee (the “Assurance Fee”) is charged to Client to secure such assurance from Vendor. A schedule indicating which Services are Assured Services, the applicable Assurance Period(s), and the related Assurance Fee(s), shall be described in the SLA or an attachment thereto. The assurance provided by Vendor is non-transferrable. The Assurance Fee is non-refundable and does not entitle Client to any credit for Services. Unless otherwise indicated in the SLA, the Assurance Fee is due on or before the commencement of the Assurance Period for which the Assurance Fee is charged. In the event Client is delinquent in the payment of its Assurance Fee, Vendor may, in its sole discretion, reject a Service Order or Change Order for Assured Services until Client becomes current on its Assurance Fee obligations, without incurring any liability to Client for failure to perform under this Agreement.
3. **FEES FOR WORK, EXPENSES; PAYMENT.** For all Work performed under an SLA or other written document referencing this Agreement, Client shall pay Vendor in accordance with each SLA within thirty (30) days upon receipt of an invoice from Vendor. Assurance Fees shall be invoiced prior to the date(s) indicated on the SLA and shall be due on or before such date(s). All payments pursuant to this Agreement are non-refundable. Unless Client provides Vendor with a valid tax exemption or direct pay certificate upon execution of this Agreement, Client is responsible for all taxes, duties, and customs fees which may be assessed on the amounts paid for Work performed hereunder, excluding taxes based on Vendor's income or payroll. Vendor reserves the right to invoice Client the lesser of eight percent (8%) annual interest or the highest interest rate allowable under applicable laws for any outstanding, undisputed invoice not paid within thirty (30) days after payment is due. Vendor invoices shall describe (i) the time period for which Work and expenses are billed; (ii) the quantity of Work performed; (iii) the billing rates charged; (iv) reimbursable expenses by type and amount; (v) Assurance Fees, if applicable, and (vi) totals. In the event Client fails to make a timely payment as described hereunder, Client agrees to pay all costs of collection including but not limited to reasonable attorneys’ fees, court costs, as well as actual costs incurred in collecting such fees or a judgment rendered by a court of competent jurisdiction.

4. **INSURANCE.** Vendor shall maintain Worker's Compensation and Employer's Liability Insurance with coverage limits equal to or greater than those required by the laws of any state or country in which Work is performed.

4.1 Workers' Compensation: Vendor, all employers affiliated with Vendor, and all employers subcontracted by Vendor to provide the Services, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Vendor shall require and ensure that each of its subcontractors complies with these requirements.

4.2 General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 or the limits of the Oregon Tort Claims act, whichever is greater, for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that Clatsop County and their divisions, officers and employees are Additional Insureds but only with respect to the Vendor's services to be provided under this Contract

4.3 Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

4.4 Notice of cancellation or change. There shall be not cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Vendor or its insurer(s) to Clatsop County.

4.5 Certificates of insurance. As evidence of the insurance coverages required by this Contract, the Vendor shall furnish acceptable insurance certificates to Clatsop County prior to commencing the work. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Vendor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance

5. **INDEMNITY.**

5.1. Vendor will defend, indemnify, and hold harmless Client, Client's customer, and any such customer's customer, from and against any and all loss, expense, damage, liability, claim, suit, fine, penalty, cost and/or expense (including, without limitation, attorneys' and paralegals' fees) arising from the gross negligence or willful misconduct of Vendor in the performance of the Agreement resulting in death, personal injury or property damage.

5.2. Client will defend, indemnify, and hold harmless Vendor from and against any and all loss, expense, damage, liability, claim, suit, fine, penalty, cost and/or expense (including, without limitation, attorneys' and paralegals' fees) arising from the gross negligence or

willful misconduct of Client in the performance of the Agreement resulting in death, personal injury or property damage.

5.3. SURVIVAL. The terms of this Section 6 shall survive termination or expiration of this Agreement.

6. **WARRANTIES AND REPRESENTATIONS.** Each Party warrants and represents that such Party has the legal power, right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of such Party has the legal power, right and actual authority to bind the respective party to the terms and conditions of this Agreement. EXCEPT AS SET FORTH IN THIS SECTION ABOVE, VENDOR MAKES NO OTHER REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER DISCLAIMS ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.
7. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, EXTRA EXPENSE, LOSS OF REVENUES OR PROFITS, LOSS OF USE OF PROPERTY, DELAY) ARISING OUT OF OR RELATING TO THE SERVICES, THE PROJECT AND/OR THIS AGREEMENT, HOWSOEVER CAUSED AND REGARDLESS OF WHETHER THE SAME RESULTS FROM THE NEGLIGENCE OF A PARTY, BREACH OF THIS AGREEMENT OR OTHERWISE, AND EVEN IF THE POSSIBILITY OF SUCH WAS OR COULD HAVE BEEN FORESEEABLE.
8. **STATUTORY COMPLIANCE.** Vendor 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, Vendor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Vendor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Vendor, pursuant to ORS 279B.220;
 - b. Pay any required contributions due the Industrial Accident Fun incurred in 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 Vendor;
 - 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 Vendor, pursuant to ORS 279B.230;

g. If Vendor is a subject employer, Vendor will comply with ORS 656.017.

9. **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.

10. **TAX COMPLIANCE CERTIFICATION.** Vendor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Vendor's knowledge, Vendor is not in violation of any of the tax laws described in ORS 305.380(4).

11. **INDEPENDENT CONTRACTOR STATUS.** Vendor performs this Agreement as an independent contractor, not as an employee of Client. Nothing in this Agreement is intended to construe the existence of a partnership, joint venture, or agency relationship between Client and Vendor. Neither Party is the agent of the other, nor does either Party have any authority to represent the other Party as to any matter or sign for or on behalf of or otherwise bind such other Party.

12. **NOTICES; DELIVERY OF SERVICE ORDERS AND CHANGE ORDERS.** All notices referenced under this Agreement, excluding Service Orders and Change Orders, shall be made in writing and sent to the address designated above, designated in a specific SLA, or designated from time to time in writing by the Parties. All notices shall be deemed given to the other party upon receipt if delivered, receipt confirmed, using one of the following methods: registered or certified first class mail, postage prepaid; recognized courier delivery; or electronic mail provided that receipt is acknowledged in writing, including by electronic mail. Service Orders and Change Orders may be delivered by Client to Vendor in any manner reasonable under the circumstances, provided receipt is acknowledged in writing or by electronic mail by an Authorized Representative of Vendor. Service Orders and Change Orders shall not be deemed accepted by Vendor until written notice of acceptance is delivered to Client.

12.1. **AUTHORIZED REPRESENTATIVES OF VENDOR.** “**Authorized Representatives**” for Vendor include the following personnel. In the event of a change of any Authorized Representative, Vendor will notify Client in writing.

- Vendor’s CEO as of the date of this agreement:
 - Stephen Humphreys; designated email: steveh@oks.com
- Senior Vice President(s) as of the date of this agreement:

- Don Pollard (designated email: don@gfpenterprises.com)
- Paul Asher (designated email: paul@gfpenterprises.com)
- Jason Stuvland (designated email: jasons@oks.com)

12.2. **AUTHORIZED REPRESENTATIVES OF CLIENT.** Authorized Representatives for Client include the following personnel. In the event of a change, Client will notify Vendor in writing:

- Client's Emergency Manager as of the date of this agreement
 - Tiffany Brown; designated email: tbrown@co.clatsop.or.us
- Client's CEO as of the date of this agreement:
 - Cameron Moore; designated email: cammoore@co.clatsop.or.us

13. **TERM; TERMINATION.** This Agreement shall become effective upon the execution of the initial SLA and shall remain in effect until terminated by one of the Parties as set forth herein. Either Party may terminate this Agreement or any SLA at any time by giving the other Party written notice at least fourteen (14) days prior to the effectiveness of the termination, provided however that for any Assured Services, any termination by Vendor prior to the completion of the last Assurance Period outlined in the SLA, if any, shall become effective only at the end of such Assurance Period, unless otherwise agreed in writing by the Parties. If this Agreement or an SLA is terminated by the Client, the balance of any payment obligations associated with any active Service Orders or Change Orders, or unpaid Assurance Fee obligations shall become immediately due and payable. Any termination of this Agreement shall not relieve either party of its obligations hereunder that have arisen or been incurred on or prior to the date of termination.

14. **AMENDMENT; WAIVER.** No modification to this Agreement or any waiver by any party of any breach or default by the other Party shall be binding or construed as a waiver unless agreed to in a writing executed by both Parties. No delay or omission to exercise any right or remedy accruing to either Party shall impair such right or remedy, or be construed as a waiver of any such breach or default.

15. **ASSIGNABILITY.** Vendor or Client may assign its rights and obligations under this Agreement to a parent, a subsidiary, or an affiliate, but any financial obligations shall remain binding upon the original contracting Party, unless otherwise agreed in writing by the Parties. Any assignment other than as permitted by this Section 13 shall be null and void and without any force or effect. Subject to the preceding sentence, this Agreement is binding upon, and inures to the benefit of the Parties and their respective successors, transferees and assigns.

16. **EXCUSE OF VENDOR'S PERFORMANCE.**

16.1. **IMPOSSIBILITY; DANGEROUS CONDITIONS.** If conditions arise from causes outside of Vendor's control, which would make performance by Vendor under this Agreement, in the reasonable discretion of Vendor, either impossible or dangerous to the health or safety of Vendor's employees, agents, or subcontractors, Vendor may

withhold performance under this Agreement and shall not be liable to Client for failure to perform its obligations hereunder.

16.2. **FORCE MAJEURE.** Neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected.

17. **DISPUTE RESOLUTION.** This agreement shall be interpreted under the laws of the State of Oregon, without regard to its laws related to conflicts of law. Any litigation under this Agreement shall be resolved in the trial courts of Clatsop County, Oregon.

18. **CONFIDENTIALITY.**

18.1. **CONFIDENTIAL INFORMATION.** The term “**Confidential Information**” means all non-public information relating to Vendor or Vendor’s affiliates which is in oral, written, electronic or any other form disclosed by Vendor or which Client otherwise learns or becomes aware of during the performance of this Agreement. Confidential Information shall include, but not be limited to, information about technological or organizational systems, customers, personnel, business activities, and intellectual property submitted to Client. Notwithstanding the foregoing, Confidential Information shall not include any information, which (i) was in a Party’s lawful possession without a confidentiality obligation prior to the disclosure and was not obtained by such Party either directly or indirectly from the other Party, or (ii) is or becomes publicly available through authorized disclosure by the Party, or (iii) is rightfully obtained from a third party, who has the right to transfer or disclose it on a non-confidential basis, or (iv) is independently developed by a Party without any reference to Confidential Information, as evidenced by the records of the Party. Any information submitted to Client that is intended to be confidential must be marked as such pursuant to ORS 192.502(4). Client agrees to maintain the Confidential Information in strict confidence and to use it only for the purpose and to the extent necessary for the performance of its respective obligations under this Agreement. Notwithstanding the foregoing, Client may make available Confidential Information (i) to those representatives or affiliates who need to know such information for purposes of the implementation of this Agreement, (ii) where requested or required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body, or where required by legal processes or applicable laws or regulation, provided that reasonable measures are taken to limit such disclosures, or (iii) if permitted through the express prior written consent of the Vendor.

18.2. **SURVIVAL.** The terms of this Section 16 shall survive termination or expiration of this Agreement.

- 19. **ENTIRE AGREEMENT.** This Agreement, the applicable SLA(s) and the attached Exhibits and Attachments contain the entire understanding of the Parties hereto relating to the subject matter hereof and supersede all prior and collateral agreements, understandings, statements and negotiations of the Parties, whether verbal or written. No Service Order or other document that purports to modify or supplement the printed text of this Agreement or applicable SLA shall add to or vary the terms of this Agreement or SLA, unless explicitly permitted under the terms of an SLA. Each Party acknowledges that no representations inducements, promises or agreements, oral or written, with reference to the subject matter hereof have been made other than as expressly set forth herein.
- 20. **AMENDMENTS.** This Agreement may only be amended or modified by an instrument in writing signed by duly Authorized Representatives of Vendor and Client.
- 21. **SECTION HEADINGS.** The titles of the sections of this Agreement are for convenience only and shall not in any way affect the interpretation of any provision or condition of this Agreement.
- 22. **CONSTRUCTION.** This Agreement has been negotiated by the Parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any construction in favor or against the other Party.
- 23. **GENERAL.** Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy. If any provision of this Agreement is held to be unenforceable, the other provisions shall nevertheless remain in full force and effect. This Agreement may be executed by facsimile.

EFFECTIVE DATE: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by a duly Authorized Representative of each Party as of the Effective Date.

GFP Enterprises, LLC (“Vendor”)

Clatsop County (“Client”)

Donald R. Pollard, COO

Date

Scott Lee, Chairperson

Date

**SLA TO MASTER PROFESSIONAL SERVICES AGREEMENT
REMOTE/EMERGENCY RESOURCES SERVICE LEVEL AGREEMENT**

This Service Level Agreement (“SLA”) is incorporated into that certain Master Professional Services Agreement (the “Agreement”) dated 2/28/18 by and between GFP Enterprises LLC (“VENDOR”) a/an Limited Liability Corporation having a principal place of business at 307 West Sisters Park Drive, Sisters, OR 97759 and Clatsop County (“CLIENT”), a governmental entity, having a place of business at 800 Exchange Street, Astoria, OR.

Capitalized terms not defined in this SLA are defined in the Agreement.

Under the terms of the Agreement and as set forth in this SLA, Vendor is to perform Work relating to the provision of remote or emergency services. The nature of the Work to be performed under this SLA relates to remote or emergency resources and/or the provision of certain base camp resources, including service location selection (“Advance Team Services”), mobilization and demobilization of resources (“Mobilization and Demobilization Services”) and the operation of resources (“Services”) at the service location, the specifications and agreed prices for which are described in this SLA. If Vendor is assuring the availability of certain Assured Services for a certain Assurance Period(s), such Assured Services, and the applicable Assurance Fees are described below in Section 8. The intent of the services and resources available to Client by Vendor is to allow the Client to secure only the resources it needs for any particular event, project, or incident. For example, if the Client simply needs a shower unit to support its operations, it may simply order the number of shower heads needed. The client may also order a full service, turn key base camp, evacuation shelter, or aid station. The pricing schedule for Services is provided in a line item format for this purpose.

1. OVERVIEW; BILLING. Vendor will provide all necessary equipment, supplies, personnel, and resources (collectively “Resources”) needed to provide each Service ordered in accordance with Vendor’s obligations under the Agreement. Vendor, in its sole discretion, may use subcontractors, affiliates, representatives and agents to perform any Work hereunder; however Vendor shall remain responsible to Client for the provision of all such Work. Work described hereunder shall be performed only after a Service Order or Change Order has been issued by Client and subsequently accepted by Vendor pursuant to the Agreement.

1.1. **DESCRIPTION OF WORK TO BE PERFORMED.** Under the terms of the Agreement and as set forth in this SLA, Vendor is to perform Work relating to the provision of remote or emergency Services, Advance Team Services, Mobilization and Demobilization Services, the specifications and agreed prices for which are described below in Sections 2 through 4.

1.2. **PERFORMANCE PERIOD; BILLING; OCCUPANT CAPACITY.** Fees for each Service shall be charged on a per-day basis, for each day, or partial day, starting on the date when Resources for the Service arrive at the service location and ending on the date when the Service is demobilized (such period the “Performance Period”, and each day in the Performance Period a “Billable Service Day”). Unless otherwise indicated in the

applicable SLA, or in a separate writing between the parties, the minimum Performance Period for Services shall be seven (7) consecutive Billable Service Days. If the duration of a Services deployment is less than this minimum deployment period, Client shall be billed for Services based on the minimum performance period. The quantity of resources provided and billable to Client shall be based on the service occupant capacity specified by Client in the Service Order or Change Order (the "Occupant Capacity"). The amount of each Resource provided by Vendor shall be sufficient to service the number of occupants ("Occupants" or "Service Occupants") equal to the Occupant Capacity. Unless otherwise indicated in the Service Order or Change Order, the minimum Occupant Capacity for a service location shall be 25 people. Client agrees to make sure the number of actual Occupants at the service location remains below or equal to the Occupant Capacity as designated on the Service Order or Change Order that is currently effective from time to time.

1.3. **SERVICE ORDERS; CHANGE ORDERS.** As described in the Agreement, Services shall be rendered by Vendor upon the issuance of a written Service Order by Client, and a subsequent acceptance of that Service Order by Vendor. Client shall submit a Change Order when it wishes to modify or terminate a Service already being rendered by Vendor. The effective date ("Effective Date") of a Service Order or Change Order is the date when the Services ordered become Billable Service Days, or in the case of an order for a decrease in Occupant Capacity or demobilization of a Service, the date when the Services are decommissioned and no longer available for occupants use or use by Client. Client shall indicate its desired Effective Date on the Service Order or Change Order, and Vendor shall use its reasonable best efforts to deploy or decommission the Services accordingly. The form of the Service Order or Change Order, as the case may be, shall be similar to the forms appearing in Exhibit 1 of this SLA. In the event Client communicates a service order or change order to Vendor using email and does not use the forms appearing in Exhibit 1, the email must contain substantially the same information and be sent by an authorized representative and must be accepted by an authorized representative of Vendor. A separate service order and any subsequent change order(s) shall be prepared for each service location.

2. ADVANCE TEAM SERVICES; PRICING.

2.1 **ADVANCE TEAM SERVICES.** In the event Client desires assistance from Vendor regarding site selection, negotiation with the site's landlord, and/or securing a rental agreement, Vendor will deploy appropriate personnel (the "Advance Team") to work with Client throughout the process of selecting and securing one or more sites suitable for the Services Client is procuring from Vendor. An initial assessment will be done with a representative from Client to formulate the general service location layout, ascertain existing ancillary materials, equipment, or services available on site, and to assess any special needs, hazards, or concerns. If requested by Client, the Advance Team shall assist with identifying acceptable ground for Resource set up, operation, and tear down, assist with the locating of service location land owners, assist with identifying and securing any required permits or licenses required by law to operate Resources at the designated service location, and/or assist with the negotiation of any

subsequent lease for the service location. Client shall be responsible for the authorization and signing of any lease with the service location land owner.

2.2 ADVANCE TEAM SERVICES PRICING. Pricing for the Advance Team Services shall be:

Personnel :	Domestic: \$75.00 per hour per person, including travel time.
Airfare ;	Actual costs incurred by Vendor
Car Rental :	Actual costs incurred by Vendor
Meals & Lodging :	\$ 125.00 per day per person

3. MOBILIZATION & DEMOBILIZATION SERVICES; PRICING.

3.1. MOBILIZATION AND DEMOBILIZATION SERVICES. Certain Services described below require transportation and set up of equipment and other Resources to and from the service location. Mobilization and Demobilization Services include all labor, fuel, travel expenses, per diem, and other incidental costs incurred by Vendor in moving or setting up equipment and Resources to or from the service location.

3.2. MOBILIZATION & DEMOBILIZATION PRICING. Mobilization and Demobilization pricing will be billed based on the attached Schedule 1 (Mobilization and Demobilization Pricing Schedule) for each respective Service. The price below varies based on the Services employed and the Occupant Capacity, or in the case of a Change Order requesting an increase in the Occupant Capacity, the size of the increase. A separate fee shall apply for each direction of travel (once for mobilization, and once for demobilization). MapQuest will be used to calculate round trip mileage for mobilization and demobilization in the case where fees are based on mileage.

4. **DESCRIPTION OF REMOTE/EMERGENCY RESOURCE SERVICES.** This section describes the various Services offered by Vendor, all or a portion of which shall be provided to Client upon a properly accepted Service Order or Change Order pursuant to Section 2 of the Agreement. For any Resources or services provided, Vendor shall:

- a. Ensure that employees are neat and clean in fact as well as in appearance. All employees shall wear identification that distinguishes the Vendor represented.
- b. Provide equipment and operate in accordance with all current Federal, State, local laws or standards; OSHA regulation; the National Electrical Code (NEC); the Uniform Plumbing Code (UPC); Federal and State potable water codes; the current Food Code issued by the U.S. Department of Health and Human Services; U.S. Public Health Service, Food and Drug Administration; and other contractual requirements stated herein.
- c. Ensure that no alcoholic beverage and/or controlled substance are taken to the service location, used by, or furnished to any person at the service location.
- d. Ensure that only those Vendor employees essential to the mission remain at the service location.
- e. Ensure that Vendor employees working at the service location have passed the Vendor back ground check and drug testing requirements.

f. Provide living accommodations and meals for Vendor's personnel.

4.1. TEMPORARY HOUSING. All structures will be complete with an integrated floor system. Sidewalls will be at least 6' in height. Windows shall have the ability to be covered for privacy. All structures will include at least a single framed door entry at one end of the structure. If soft sided structure, all structures will have high wind tie down kits for additional stability and safety. All structures will meet NFPA standards. All structures will have overhead lighting and power outlets allowing the occupants to use low wattage consumer electronics devices like laptop computers. All structures will be rated to withstand up to 70 mph winds and will have clear span frames (no poles in living area). Fifty (50) square feet per occupant shall be the operating requirement unless otherwise agreed upon between Client and Vendor. HVAC equipment or heating equipment, if necessary, shall be provided. Sleeping beds or cots will be provided and will be rated to hold a weight of at least 250 pounds. Bedding (sheet and blanket or sleeping bag), a pillow with case, and storage locker will be provided to occupants and linens will be washed weekly by Vendor.

4.2. KITCHENS & CATERING. Vendor shall provide catering and meal service. Billing for each meal shall be done on a per meal per person basis, subject to a minimum daily guaranteed amount as set forth in Schedule 2. If the aggregate meal cost for any day is less than the minimum daily guaranteed amount for kitchen service, the minimum daily guaranteed amount shall be billed instead of the per-meal price.

OVERVIEW - The Client shall provide the Vendor with the headcount for the service location prior to mobilization. Client shall pay Vendor no less than eight-five percent (85%) of mobilized headcount for each meal. Vendor shall charge for each meal over the mobilized headcount on a cost-per-click/per meal basis set forth in Schedule 2. Should the mobilized headcount double; Vendor shall use its best efforts to provide meals in a timely manner, but in the event of delays on food service or meals run out; the Vendor shall not be responsible and shall be held harmless by the Client from any claims made by third parties. The Client Representative and the Vendor Representative should meet daily to review head-count trends. In the event a determination is made to mobilize additional kitchens, all mobilization/demobilization charges and service duration agreements shall apply.

Upon authorized purchase order, Vendor will provide all physical equipment (Kitchens, Reefers, Prep trailers and food supplies) and Vendor personnel in adequate quantities for the duration of the operation and demobilization. Client shall notify Vendor if it requires a) certificated potable water, b) gray water trucks/gray water removal, c) dumpsters, d) fuel/trucks, and e) power generation necessary for Vendor to be fully self-supporting. All required services shall be ordered using a fully authorized purchase order.

Vendor shall furnish:

- a. All necessary labor, including, but not limited to, complete management, control, transport, purchase, receipt, storage, issue, set up, handling, processing, packaging, preparation, food serving and cleanup at the kitchen and eating area site.
- b. All food and condiments.

- c. All cooking and serving equipment, serving utensils, eating dishes, and supplies. Eating dishes shall be paper with the exception of cups. All cold drink cups shall be 12-ounce or 16-ounce cups. Cups for hot drinks may be paper or polystyrene foam. If the cups are made of foam, they must be manufactured from FDA sanctioned hydro-chlorofluorocarbons (HCFC) blowing agents,
- d. All appropriate eating utensils (factory sealed in plastic, at least of medium weight) and serving utensils for meals at the service location,
- e. Disposable eating utensils (factory sealed in plastic, at least of medium weight) and serving utensils (factory sealed in plastic, wrapped in plastic wrap, or put in plastic bags) for hot or cold meals at remote camps, (or “spike” camps).
- f. A small weighing scale for spot-check of minimum weight requirements.
- g. Hot and cold thermometers for monitoring of food temperatures.
- h. Food-grade plastic gloves for food service personnel.
- i. Current test strips for checking dish washing sanitizing solution.
- j. Phosphate-free, antibacterial liquid soap and paper towels for hand washing facilities,
- k. Adequate lighting for the serving areas.
- l. Fly-proof/insect protection for all outer openings of the temporary food establishment (as defined in the Food Code), including tents.
- m. Garbage cans and liners for inside the kitchen unit.
- n. Refrigeration and freezer units for the storage of meats and other perishables.

Vendor shall ensure the following:

- o. If ordered, Certificated Potable initial supply of 1500 gallons of potable water with recurring certificated potable water reorders sufficient to sustain operations.
- p. If ordered, Gray water storage capacity of a minimum of 500 gallons and gray water removal.
- q. Adequate fire extinguishers meeting current Occupation Safety and Health Act (OSHA), National Fire Protection Association 10.
- r. Separation and rinsing of kitchen recyclable materials by type (i.e., glass in one container, plastic in another, aluminum in still another, etc.), when recycling is practiced at the service location.
- s. Maintain all facilities used for meal preparation, serving, and cleanup in a sanitary condition in accordance with the current Food Code issued by the U.S. Department of Health and Human Services, U.S. Public Health Service, Food and Drug Administration. A current copy of the Food Code shall be accessible in each kitchen unit.
- t. All food service employees shall wear at all times hair restraints (hair nets, caps or other restraints) (long hair hanging out of caps without some type of restraint is not acceptable), aprons, and other apparel required by the Food Code. Single-use, food-grade gloves shall be worn when serving meals.
- u. Ensure that employees cooking or handling food are free of communicable diseases. The Vendor shall train employees in the importance of hand washing as a means of preventing the spread of infection.
- v. There shall not be the use of tobacco products in the immediate area of food preparation or serving.

- w. Provide employees to maintain all self-service food bars. A minimum of one employee shall monitor and maintain the salad bar during the entire meal period.
- x. All food shall be prepared and cooked inside enclosed systems, which include the kitchen unit(s) and enclosed coffee systems, except food may be cooked and served from approved outdoor barbecues.
- y. All hot food, with the exception of beverages, shall be served from the kitchen unit(s).

Kitchen Unit (Including All Ancillary Equipment)

- a. The kitchen unit shall be fully enclosed except when serving at the serving window (service opening shall not be larger than what is necessary to accommodate efficient serving). All doors and major openings shall be screened using 16 strands to the inch or greater mesh screens, properly designed and installed air curtains, or other effective means in accordance with the current Food Code issued by the U.S. Department of Health and Human Services, U.S. Public Health Service, Food and Drug Administration.
- b. All equipment shall be sealed to the floor to prevent moisture from getting under the equipment or be raised at least 6" off the floor by means of an easily cleanable metal leg(s) and foot (feet). Equipment, including the interior of cabinet units or compartments, shall be constructed so as to have smooth, easily accessible, and easily cleanable surfaces. Equipment surface shall be free from channels, crevices, flanges, ledges, sharp or jagged edges, and other cleaning obstructions. Unfinished wooden surfaces are not permitted.
- c. Food contact surfaces shall be constructed of metal, high-pressure laminated plastics, wooden cutting boards, or laminated hardwood that are in compliance with the current Food Code issued by the U.S. Department of Health and Human Services, U.S. Public Health Service, Food and Drug Administration. These surfaces must be kept free of cracks, cuts, and other obstructions that would interfere with proper cleaning. (Wooden boards will be washed with hot, soapy water after each use. Plastic boards will be cleaned with a solution of 2 tsp bleach and 1 quart water).
- d. All pipes, fittings, or hoses shall comply with the appropriate codes. All equipment shall preserve the potable water quality throughout the kitchen unit and peripheral equipment where water is stored and used. No galvanized pipe, fittings, or fixtures are allowed. Space around pipes, conduits, or hoses that extend through cabinets, floors, or outer walls shall be sealed. The seal shall be smooth and easily cleanable.
- e. Light bulbs, tubes, etc., shall be covered with completely enclosed plastic safety shields, approved shatterproof type bulbs or the equivalent. Light fixtures shall be installed so as to not constitute a hazard to personnel or food materials. All electrical receptacles not dedicated will be ground fault protected.

4.2.1 Steam Tables (Electric or Gas)

Steam tables shall be capable of holding at least 4 full sized hotel pans (12" x 20"). The unit shall be able to maintain hot food at a minimum of 140 degrees F. The unit shall be used for serving only (not food preparation or reheating foods).

4.2.2 Ventilation Equipment

- a. An electrically powered exhaust hood ventilation system shall be provided over all cooking equipment to adequately remove cooking odors, smoke, steam, grease and vapors.
- b. Grease filters (or other means of grease extraction) shall:
 1. Be of steel construction (or other approved material), and
 2. Be readily accessible for cleaning.
- c. The ventilation equipment shall provide a reasonable condition of comfort to the employees.

4.2.3 Storage

There shall be separate enclosed storage completely away from food storage and food preparation areas for cleaning supplies, clothing and insecticides.

4.2.4 Sneeze Guards

Sneeze guards, to effectively shield food, shall be provided so as to intercept the direct line between the average customer's mouth and the food being displayed.

4.2.5 Refrigeration Storage Unit(s)

Food in refrigeration storage units shall be stored in accordance with the current National Restaurant Association (NRA) Standards and Food Code issued by the U.S. Department of health and Human services; U.S. Public Health Service, Food and Drug Administration, which is a minimum of 6 inches off the floor or on easily movable dollies or racks (4-inch pallets are permissible). Placing food that is not in waterproof containers, directly on permanently installed corrugated floors in refrigeration storage units, does not comply with these standards.

A minimum of 1,200 cubic feet of refrigeration storage space, capable of maintaining stored food at a temperature of 41 degrees F or lower, and 512 cubic feet of freezer storage space capable of maintaining frozen food at 0 degrees F it is required.

Refrigeration and freezer storage units shall each be equipped with a "min/max," continuous graphing, or equivalent thermometer placed no further than 8 feet from the entrance being used. The Vendor is responsible for recording the minimum and maximum temperatures inside refrigerator, in a logbook, at a minimum of three times per day at some time between 6:00 a.m. and 11:00 p.m. The logbook shall be made accessible to Health Authorities at all times. Refrigeration and freezer storage units containing temperature indicators attached to the outside of the unit must clearly provide a temperature reading of the inside of the unit no further than 8 feet from the entrance.

4.2.6 Additional Safety Equipment

All equipment is required to meet current Federal, State, and local laws or regulations, the NEC, the UPC, Federal and State potable water codes, OSHA Standards, and other contractual requirements. Any steps or platforms shall have

solid handrails, not chain link, in addition to other current OSHA standards for handrails and stairs (29 CFR 1910.23 – 1910.24).

4.2.7 Meals

The Client will provide tasty, well balanced, hot and special meals, sack lunches, hot and cold can meals. All meals shall be consumed at the incident dining area except for sack lunches. Client may elect to consolidate drinks and drink condiments, in a single location (service bar). Client may also elect to consolidate desserts in a single location (dessert bar) and/or breakfast and dinner condiments in a single location (condiment bar).

All self-service bars shall be monitored and maintained. The Client shall have at least one employee trained in safe food handling procedures who is assigned to monitor and maintain the salad bar for the duration of the dinner meal period. An adequate number of tongs and utensils shall be provided.

All hot meals shall be served by the Client's personnel with the exception of the salad bar, service bar, condiment bar, and dessert bar accompanying those hot meals. The Client shall have the capability to feed personnel when requested by the Client at times other than those established for regular meals. The intent is to provide meals on an "as requested" basis, but does not require the kitchen to be open continuously 24-hours per day.

Second helpings at breakfast shall not be considered "an additional meal." Second helpings at the dinner meal will not be considered a meal unless a meat helping is served.

Standard Menus

Standard menu items and minimum quantities to be available per person are listed below for each type of meal; hot breakfasts, sack lunches and hot dinners. The food shall be selected and cooked to minimize health hazards.

BREAKFAST – For service locations where there is a 100 or more Occupant Capacity, there will be a full "hot" breakfast and will be a variety of; Eggs, Meat, Cereals, Bread or Hot cakes or French toast or waffles or slices of bread, Potatoes, Grits, Milk, Juices, Coffee, Water, Fresh Fruit, Yogurts, etc. For service locations where there is less than 100 Occupant Capacity, breakfast will be "continental-style".

SACK LUNCH - Regular and vegetarian sack lunches shall be provided. Vegetarian sack lunches shall at a minimum be prepared for the Lactoovovegetarian classification level, and shall consist of the same quantities and items as regular sack lunches with the exception that no meat, fish, or poultry shall be included. Non-meat protein substitutes shall be used in vegetarian sack lunches in lieu of meat, fish, or poultry. Sack lunches shall consist of the following items at a minimum:

One Meat Sandwich or Non-Meat Substitute for Vegetarian

- a. The meat sandwich shall be wrapped in plastic wrap or plastic bags. The Containers may separately wrap individual sandwich items within each lunch. However, if meat is individually wrapped, it must be properly vacuum sealed (see D.4).
- b. The meat sandwich shall contain two 1 to 1 and ½ oz. slices of bread.
- c. The meat sandwich shall contain a minimum of 3 ½ oz. sliced meat or a combination of sliced meat and cheese. No ground meat or vegetables (lettuce, tomatoes, and onions) will be placed on sandwiches.
- d. Vegetarian sandwiches made with non-meat substitutes may include pre-prepared soy products.
- e. Condiments shall be individual packets and not put directly on the bread.

Lunch Variety Items - will be a variety of; ONE Large Submarine Sandwich, Sandwich Wraps, Bagel Sandwiches, Croissant Sandwiches, Packaged Peanuts, Fruit, Dried Fruit, Fruit Juice, Potato Chips, Pre-wrapped cookies, Brownies, Candy Bars, Packaged vegetables, etc.

HOT DINNERS - Hot dinners shall be prepared and served at the service location. Dinners shall consist of the following standard menu items:

Meat - will be a variety of; Steak, Beef, Beef and Pork Ribs, Ground Beef, Pork, Lamb, Poultry, Ham, Fish, Casseroles w/Meat (without for Vegetarians), Spaghetti w/Meat Sauce (without for Vegetarians)

Non-Meat Protein Dish

- a. Not-meat substitute (protein), such as BBQ beans, veggie patty, vegetarian hot dog, Tofu, beans, soybeans products, cottage cheese, eggs, or equivalent.
- b. NOTE: The Client will provide any information available on how many vegetarians are at the service location to the Vendor.

Vegetables - will be a variety of; Green Beans, Carrots, Potatoes (mashed or whole), Broccoli, Peas, Corn, Beans, Rice, Tomatoes, etc.

Self-Service Salad Bar – For service locations with 100 or more Occupant Capacity, a self-service salad bar shall be provided and contain at a minimum:

Two prepared salads, five salad toppings tossed green salad with three types of leafy vegetables (such as green/purple cabbage, romaine or red leaf lettuce), one fruit or fruit salad and three types of salad dressings (regular and/or low/non-fat).

- i. Salad Toppings – kidney, garbanzo or pinto beans, carrots, mushrooms, celery, cauliflower, green/red bell peppers, broccoli, cheese, beets, olives, peas, tomatoes, eggs, cucumbers, pickles, or other fresh pickled, or marinated vegetables.

- ii. Prepared Salads – macaroni, carrot and raisin, potato, pea, jello, cottage cheese, coleslaw, fruit, rice, or pasta salads.
- iii. Tossed Salad Greens – romaine, endive, green or red leaf, iceberg, butter, or cabbage.
- iv. Fruit – melons, peaches, grapes, bananas, strawberries, pears, applesauce, or seasonal fruit.
- v. Salad Dressings –regular and low/non-fat French, ranch, Italian, vinaigrette, thousand island, blue cheese, etc.
- vi. Salad Condiments - croutons, wheat nuts, sunflower seeds, crackers and taco chips, carrot and celery sticks, bread sticks, olives, hot peppers, salsa, pudding, etc.
- vii. Fruit – navel oranges, tangerines, apples, bananas, grapes, pears, peaches, plums, nectarines, grapefruit, or melons.

Dessert Bar - For service locations with 100 or more Occupant Capacity, a self-service dessert bar shall be provided and contain a variety of; cakes, cookies, pies, cobblers, puddings, pastries, or ice cream.

Twenty-Four Hour Service Bar - The following items will be available in a service bar 24 hours per day at the service location dining area with the exception of cold cereal and milk, which shall be available between 4:00 a.m. and 12:00 noon:

- a. Hot Regular Coffee (caffeinated and decaffeinated). Flavored coffee may be served in addition to regular coffee at the Vendor’s option.
- b. Hot Water
- c. Hot Chocolate
- d. Tea Bags (caffeinated and decaffeinated)
- e. Iced Tea (caffeinated and decaffeinated). Flavored tea may be served in addition to regular tea at the Vendor’s option.

4.3 MOBILE SHOWERS. OVERVIEW - Vendor will provide one shower head for every 10 Occupants. In the event the headcount exceeds the headcount provided by the Client prior to mobilization, the Vendor shall not be responsible for any failure or delay in providing shower services and shall be held harmless by the Client from any third party claims.

Upon Service Order, Vendor will provide all physical equipment and labor necessary to be operational.

4.3.1 Shower Operations

The Vendor shall furnish the following:

- a. All labor to include; but not limited to, complete management, control, transport, purchase, receipt, storage, issue, set up, handling, processing, drying towels (paper) and soap for dispensers.
- b. Garbage cans and liners for outside the shower unit.

The Vendor shall ensure the following:

- a. If ordered, certificated Potable water initial supply of sufficient gallonage and recurring certificated potable water reorders of sufficient gallonage to sustain operations using a certified tanker.
- b. If ordered, gray water storage capacity of a minimum of sufficient gallonage to sustain operations and gray water removal.
- c. Adequate fire extinguishers meeting current Occupation Safety and Health Act (OSHA), National Fire Protection Association 10.

4.3.2 Shower Unit

- a. The shower unit shall have the ability to be segregated by male and female and be fully enclosed except the shower access door.
- b. Equipment surface shall be free from channels, crevices, flanges, ledges, sharp or jagged edges, and other cleaning obstructions. Unfinished wooden surfaces are not permitted.
- c. All pipes, fittings, or hoses shall comply with the appropriate codes. All equipment shall preserve the potable water quality throughout the shower unit and peripheral equipment where water is stored and used. Space around pipes, conduits, or hoses that extend through floors or outer walls shall be sealed. The seal shall be smooth and easily cleanable.
- d. Light bulbs, tubes, etc., shall be covered with completely enclosed plastic safety shields, approved shatterproof type bulbs or the equivalent. Light fixtures shall be installed so as to not constitute a hazard to personnel. No electrical receptacles will be placed inside the showers.

4.3 MOBILE LAUNDRY - OVERVIEW - Client shall pay Vendor a daily fee for each laundry unit. Vendor will provide a laundry unit per each three hundred fifty (350) Occupant Capacity. In the event the headcount exceeds the estimate provided by the Client, the Vendor shall not be responsible for any delays or failure to provide laundry services and shall be held harmless by the Client from any third party claims.

Upon purchase order, Vendor will provide all physical equipment and labor necessary to be completely operational.

4.4.1 Laundry Operations

The Vendor shall furnish the following:

- a. If Full-Service Laundry Service is ordered, all labor to include a fluff & fold service, control, transport, purchase, receipt, storage, issue, set up, handling, processing, laundry soap, bleach and laundry bags.
- b. Garbage cans and liners for outside the laundry unit.

The Vendor shall ensure the following:

- a. If ordered, certificated potable water initial supply of sufficient gallonage to operate 24 hours and sufficient gallonage of potable water in recurring certificated potable water reorders to sustain operations.

- b. If ordered, gray water storage capacity of sufficient gallonage to support operations and gray water removal service.
- c. Adequate fire extinguishers meeting current Occupation Safety and Health Act (OSHA), National Fire Protection Association 10.

4.4.2 Laundry Unit

- a. Equipment surface shall be free from channels, crevices, flanges, ledges, sharp or jagged edges, and other cleaning obstructions. Unfinished wooden surfaces are not permitted.
- b. All pipes, fittings, or hoses shall comply with the appropriate codes. All equipment shall preserve the potable water quality throughout the shower unit and peripheral equipment where water is stored and used. Space around pipes, conduits, or hoses that extend through floors or outer walls shall be sealed. The seal shall be smooth and easily cleanable.
- c. Light bulbs, tubes, etc., shall be covered with completely enclosed plastic safety shields, approved shatterproof type bulbs or the equivalent. Light fixtures shall be installed so as to not constitute a hazard to personnel. No electrical receptacles will be placed inside the showers.

4.5 POTABLE WATER. Vendor shall provide potable water service capable of providing sufficient gallonage of potable water to sustain operations without interruption. Potable water supply shall be sufficient under normal circumstances to provide uninterrupted service for all resources provided by Vendor. Vendor will pre-fill all potable water tenders from a certified water supply prior to arrival to designated service location. Client is responsible for the designated potable (drinking) water source for the service location and shall designate such facility. If a water source fee is incurred by Vendor, such fee shall be fully reimbursable by Client.

4.6 TEMPORARY POWER. Vendor shall furnish all temporary power generation and distribution equipment required to operate the ordered Resources including power cord, power distribution panels, spider boxes, and generators. Equipment shall be of sufficient quantity, gauge, and size to adequately power all services ordered by Client from Vendor. Vendor shall provide power generators that provide for a noise level of less than 70db at 50 feet.

4.7 LIGHTING. Mobile light towers shall be a minimum of 5KW with adjustable 4-panel lights and a minimum tower height of eight (8) feet.

4.8 PORTA LETS & SERVICE. Vendor shall provide one portable toilet per fifteen (15) Occupants. Black waste water will be pumped as needed, determined by Vendor, by a vendor specializing in black water removal for disposal to a state-certified waste station/facility. In the event Client requires ADA Handicapped porta lets, Client will notify Vendor how many ADA Handicapped porta lets are required prior to mobilization. Vendor shall position toilets throughout the service location for occupant convenience. Toilets will be cleaned (wiped down with disinfectant) daily.

4.9 GRAY WATER REMOVAL. Vendor shall provide gray water service enabling the removal of the gray water generated by the applicable Resources to allow for uninterrupted, continuous service. Vendor will provide for gray water to be pumped into temporary holding bladder bags or tanks properly identified and supplied by Vendor for disposal. Client will notify Vendor prior to mobilization if there is an on-site local gray water lift-station or similar gray water disposal available on-site or if the gray water needs to be trucked off-site. Any gray water disposal fees incurred by Vendor will be reimbursable by Client.

4.10 MOBILE COMMAND UNIT. Vendor will provide an on-site mobile command unit that has the ability to provide secure wireless internet service for a designated area around the Mobile Command Unit. The unit will include a secure local computer network for Vendor Management and Client Representative, a copier, fax machine, high speed printer, and scanner, office supplies, a laminator with lanyards and id badge holders in sufficient quantity to accommodate the Occupant Capacity, Vendor shall not be responsible for damage resulting from a communication or equipment failure. Client can order this Resource with or without internet service. In the event internet service is ordered, Client shall notify Vendor of its desired internet service level, and the internet service shall be billed separately by Vendor to Client at a price based on the cost of the internet service to Vendor plus ten (10) percent. Client will ensure the 24/7 availability of 1 IT person for setup and troubleshooting. Bandwidth and data transfer limits shall apply based on Client direction.

4.11 SERVICE LOCATION MANAGEMENT. Vendor will provide management services and a trained camp management crew. Vendor's Manager or Team Leader will be qualified within the Incident Command System as either a Base Camp Manager, an Incident Commander Type 5 (or higher), or a Logistics Unit Leader. Vendor will staff the service location with Incident Command System trained and qualified personnel with a minimum of one manager at each service location, with one additional manager added for every additional 1000 Occupants after the first 1000 Occupants. As part of the management service, Vendor will keep the following information available to Client at all times: check-in, check-out log reports indicating exactly who is occupying the service location, date and time they arrived, and date and time they checked out. Each occupant will be provided an identification card that includes the occupant's name, a digital photo, a unique identification number, and an identification of who they work for or represent.

4.12 FUEL SERVICE. Client may order fuel service for the service location Resources. All fuel actually consumed by the Resources will be reimbursable by Client at its cost to Vendor plus ten (10) percent. The fuel receipts will be provided to Client with the invoice for fueling. Vendor shall provide Client with an estimated fuel cost based on the Occupant Capacity at time of Service Order.

4.13 GARBAGE SERVICE. Vendor will provide garbage service to handle the removal of garbage created by the Resources and Occupants under normal operating circumstances. Vendor will provide, as part of its staffing, personnel that will monitor and pick up all garbage to ensure that the service location maintains a clean, sanitary, and professional

environment. The manager will ensure that garbage dumpsters are serviced on a schedule that does not allow for garbage overflow. A local vendor specializing in garbage service will be used to truck garbage away to a state or county authorized dump site. Vendor will provide garbage cans with lids and liners throughout the service location placed in high traffic areas, areas where large amounts of garbage is produced, and sleeping areas.

4.14 RECREATION AREA. Vendor will provide a covered and enclosed recreation area that includes a large open area with tables and chairs. The recreation area shall be large enough to offer six square feet of floor space per Occupant. The structure shall have a clear span frame (all supports on the perimeter) with minimum 6' sidewalls. All structures will be complete with an integrated, stable floor system. All structures will be rated to withstand up to 70 mph winds. All structures will have sufficient overhead lighting and a door entry and exit. The recreation area will be climate controlled as needed using HVAC equipment which will provide and maintain a reasonable comfort level. Recreation facility shall be furnished with a minimum of (1) ping pong table, (1) pool table, and a movie viewing area with large screen television.

4.15 MEDICAL TREATMENT SUPPLY TRAILER. Vendor will provide a basic first aid medical treatment facility, medical equipment, and certain medications for treatment of minor conditions, including over the counter products such as Tylenol, bandages and medical tape, supplies and applications, defibrillators, oxygen, and other basic medical supplies. Vendor has no obligation to render any medical services to any person. Medications, bandages, and other medical supplies are distributed based on a predefined fee menu. Vendor will provide a fee menu to Client upon issuance of the applicable Service Order that will reflect the most current inventory and pricing. Client will pay Vendor based on fee menu for medical supplies used by Client's employees or representatives during the Performance Period. Vendor shall provide a receipt to Client employee or representative each time a medical supply is distributed. Additionally, Vendor shall maintain a Medical Supply Log that details the name, signature, badge ID number, and quantity and type of medical supply being distributed that is available to Client at any time during Performance Period. The Medical Supply Log shall be available to Client upon request.

4.15.1 MEDICAL PERSONNEL. Although Vendor does not offer any medical services, Vendor may refer Client to medical service providers who can be engaged to provide on-site medical services. Arrangements for such medical services shall be made directly between Client and the third party medical service provider(s).

4.15.2 DISCLAIMER OF LIABILITY. The purpose of the Medical Treatment Supply Trailer is to provide a facility from which it is possible to dispense basic first aid services for minor medical conditions, and to provide resources for the temporary care of a Base Camp Occupant while outside medical specialists are located, and appropriate transportation is arranged. Client acknowledges that there may be circumstances where Vendor voluntarily assists medical personnel in performing their duties or moving patients. Any such assistance shall not be deemed to be a provision by Vendor of medical services. Client acknowledges that Vendor is not a health care

provider and Client agrees to defend and hold harmless Vendor for any loss, injury, or claim arising from the provision of the facilities herein referred to, or from the provision or absence of medical treatment provided to any occupant even if medical services are provided by a third party referred to Client by Vendor. Under no circumstances should Client rely on these services as a substitute for emergency medical care or as a primary care provider.

4.16 SECURITY SERVICES. Vendor will provide security services to Client which will include two security guards per one hundred Occupant Capacity. In the event there are one hundred or fewer occupants, two security guards shall be provided. Security guards shall be stationed at various key locations (location entrance, exits, high traffic areas) throughout the service location.

4.16.1 DISCLAIMER OF LIABILITY. Vendor makes no representation regarding what constitutes an appropriate level of security under the circumstances, nor how many security guards should be on-site in order to establish a particular level of security or safety. Responsibility for determining whether the base camp is safe and for providing additional security to supplement that described in Section 4.16, remains with Client. Provided Vendor has performed its obligations pursuant to Section 4.16, Vendor shall not be responsible for loss or injury resulting from a failure to protect against a security related incident occurring on the service location.

4.17 WORK SPACE. Vendor will provide one work space and desk for Client at a rate of one work space per 50 Occupants (1:50) unless otherwise agreed. Each work space shall be a minimum of 35 square feet that includes either a 6' or 8' folding table with folding chair. The work space shall be in an enclosed structure and will be climate controlled. Each work space shall have lighting and a 110 volt plug-ins for laptop computers, cell phones, and other low wattage devices.

4.18 HAND WASH STATIONS. Vendor will provide hand washing stations including soap, and towels at a ratio of one sink per six Occupants (1:6). Hand wash stations shall be either polyportable foot pump stations, or multi-unit trailer mounted stations.

4.19 DINING STRUCTURE. Vendor will provide a dining structure that includes tables and chairs to sufficiently seat 50% of the Occupant Capacity at any one time. The structure shall have a clear span frame (all supports on the perimeter) with minimum 6' sidewalls. All structures will be complete with an integrated, stable floor system. All structures will be rated to withstand up to 70 mph winds. All structures will have sufficient overhead lighting and a double door entry and exit. The dining structure will be climate controlled using HVAC or heating equipment which will provide and maintain a reasonable comfort level.

5 SERVICES PRICING; RESOURCE SUFFICIENCY; UTILITIES.

5.1 SERVICES PRICING. The prices for Services are indicated in the attached Schedule 2 ("Schedule of Services") and will be charged during the Performance Period per Billable

Service Day for each Service. Services are priced daily based on the Occupant Capacity specified on the applicable Service Order or Change Order and based on the level of service identified in this SLA. The daily billable rate (“Daily Rate”) for Services may be different for On Call Services versus Assured Services. Some Services may be subject to a minimum daily guarantee, meaning the amount billed to Client per Billable Service Day will be the greater of (a) the applicable Daily Rate multiplied by the quantity of the Service ordered, or (b) the minimum daily guarantee.

5.2 RESOURCE QUANTITIES / SUFFICIENCY GUIDANCE. Each Service involves the provision by Vendor of Resources (some combination of personnel, supplies, consumable materials, equipment, fuel, or other resource). Vendor shall provide Resources in quantities sufficient to setup and service a service location under normal operating circumstances.

5.3 UTILITIES; WATER; SEWAGE. A service location may offer connections to municipal water and/or waste management services. If such services are available on-site, Vendor will make its best efforts to use such resources to operate the resources, and any related connection fees or usage costs will be reimbursable to Vendor by Client. If such services are not available on-site, Client may order from Vendor Potable Water Service (Section 4.5), or Gray Water Removal Service (Section 4.9).

6 CHANGE ORDERS, EFFECTIVENESS. After the acceptance of a Service Order, Client may request a change in the Service requirements pursuant to Section 2 of the Agreement by submitting a Change Order as described in Section 2 of the Agreement. Change Orders requesting an increase in Occupant Capacity may be accepted or rejected by Vendor. Change Orders requesting a decrease in the Occupant Capacity of the service location, the demobilization of a particular Service, or a full demobilization of the service location, shall be accepted by Vendor subject to certain limitations described in Section 2 of the Agreement. Change Orders are subject to notice requirements before they become effective as described in this Agreement. The notice period required varies based on the nature of change being requested and is described in Table 1 below.

Table 1 –Notice Requirements for Service Changes –Domestic Operations. For international operations notification time frames shall be mutually agreed upon between Client and Vendor prior to mobilization.

Applicable Form	Description of Request	Minimum Notice Required for Effectiveness of Change Order
Change Order	Decrease in Occupant Capacity	None (effective at end of day notice is delivered)
Change Order	Increase in Occupant Capacity	72 hours
Change Order	Camp Demobilization	48 hours
Service Order	Addition of new Service/Resource	72 hours
Change Order	Demobilization of Individual Service/Resource	None (effective at end of day notice is delivered)

SERVICE SETUP TIMES; OCCUPANCY. In order to ensure the most expeditious setup of the Resources at a service location and to confirm its readiness prior to performance period, use of the Resources by Occupants, shall be determined by Vendor. Although setup times may vary based on the service location’s occupant capacity, conditions and circumstances, setup times under normal circumstances are noted in Table 2 below. Set up phase begins when the resource(s) arrive at the service location.

Table 2 – Initial Service Location Setup Times

Base Camp Occupants	Estimated Setup Time (Temp. Housing)	Estimated Setup Time (Other Resources)
<250	24-36 hours	12-24 hours
251 - 999	48-72 hours	24-36 hours
1,000 - 2,500	72-84 hours	36-60 hours
Above 2,500	TBD upon Service Order	TBD upon Service Order

7 ASSURED SERVICES, ASSURANCE PERIODS, FEES.

7.1 ASSURED SERVICES. Assured Services are Services for which Vendor makes availability assurances and for which an Assurance Fee is payable by Client to secure such assurance from Vendor, the terms of which are outlined in Section 2 of the Agreement. The Parties hereby agree that the Services listed in the attached Schedule 3 (the "Schedule of Assured Services") shall be Assured Services in the amounts specified.

7.2 ASSURANCE PERIODS; ASSURANCE FEES. The Parties hereby agree that the Assured Services shall be subject to an Assurance Fee payable by Client on the terms outlined in Section 2 of the Agreement for each Assurance Period. The Assurance Periods and the applicable Assurance Fees are outlined in the attached Schedule 4 ("Assurance Schedule"). Upon execution of this SLA, the Parties create affirmative commitments to perform their respective duties under the terms of the Agreement relating to the Assured Services for all Assurance Periods outlined below, including those Assurance Periods which commence in future years.

8 OTHER PRODUCTS & SERVICES. Client may order other products and services from Vendor as needed and Vendor will give its best effort to provide these other products and services. When Client orders other products and services from Vendor, and Vendor accepts the order, Vendor shall charge Client a price equal to the cost to Vendor plus twenty (20) percent. Examples of other products and services include hygiene kits, forklifts, ice, sand bags, haircut facility with barber(s), massage chairs, and temporary fencing. The scope of such other products and services shall be determined on a case by case basis mutually accepted by Client and Vendor.

9 MISCELLANEOUS SUPPLIES & INCIDENTALS. Vendor may, in its sole discretion, provide additional incidental, sundry products of a type which, in Vendor's prior experience, has proven convenient for Service Occupants. Any charges for the discretionary purchase of such incidentals shall be paid directly by the purchasers of such products.

EFFECTIVE DATE: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by a duly Authorized Representative of each Party as of the Effective Date.

GFP Enterprises, LLC ("Vendor")

Clatsop County ("Client")

Donald R. Pollard, COO

Date

Scott Lee, Chairperson

Date

SCHEDULE 1

Mobilization and Demobilization Pricing Schedule

Ground transport of resources and services shall be the normal mode of mobilization and demobilization unless otherwise directed by Client and agreed upon by Vendor.

GROUND TRANSPORTATION.

For all Service Orders except full service base camps (Types 1 – 5) Client shall pay to Vendor a mobilization fee of \$3.50 per mile for each truck or trailer required to mobilize the resources ordered by Client to the service location. Vendor shall provide Client with the mobilization fee on the applicable Service Order prior to mobilization. Vendor shall invoice Client the mobilization fee with the submission of its first invoice to Client.

For all Service Orders except full service base camps (Types 1-5) Client shall pay to Vendor a demobilization fee of \$3.50 per mile for each truck or trailer that Vendor was required to mobilize the resources ordered by Client from the service location back to its original deployment location. Vendor shall provide Client with the demobilization fee on the applicable Service Order prior to mobilization. Vendor shall invoice Client the demobilization fee(s) with the submission of the next recurring invoice subsequent to the resource(s) being demobilized.

For Service Orders whereby Client orders a full service base camp, Client shall pay to Vendor a firm fixed mobilization fee and demobilization fee for ground transportation as identified in Schedule 2.A Full Service Life Support Base Camps, Types 1-5. In the event air freight is also required, Client shall pay Vendor according to the terms for air freight identified below and the fees shall be in addition to the firm fixed fees for ground transportation.

AIR FREIGHT AND MARINE/WATER FREIGHT.

For instances whereby the Client and Vendor agree to mobilize and/or demobilize Resources via air transport or transport over water, Client shall pay to Vendor the cost to Vendor plus ten (10) percent, including all fees, taxes, customs charges, and other related charges.

SCHEDULE 2

Schedule of Services

A. FULL SERVICE LIFE SUPPORT BASE CAMPS: For full service life support base camps, there is a two-week minimum operational performance period.

TYPE I - 1000 Person Base Camp

Mobilization	\$34,650.00		
Weekly Operations Price	\$876,599.00	\$125.23	Per person per day
Demobilization	\$34,650.00		

TYPE II - 750 Person Base Camp

Mobilization	\$28,050.00		
Weekly Operations Price	\$653,773.50	\$124.53	Per person per day
Demobilization	\$28,050.00		

TYPE III - 500 Person Base Camp

Mobilization	\$23,925.00		
Weekly Operations Price	\$454,893.00	\$129.97	Per person per day
Demobilization	\$23,925.00		

TYPE IV - 250 Person Base Camp

Mobilization	\$19,800.00		
Weekly Operations Price	\$240,543.00	\$137.45	Per person per day
Demobilization	\$19,800.00		

TYPE V - 100 Person Base Camp

Mobilization	\$17,436.00		
Weekly Operations Price	\$115,835.00	\$165.48	Per person per day
Demobilization	\$17,436.00		

Full Service Life Support Base Camps include the following service line items and descriptions, turn-key:

- 001 - Temporary Housing
- 002A, 002C, 002D - Catering/Mobile Kitchen
- 003A - Mobile Showers
- 004A - Mobile Laundry/Full Service
- 005 - Potable Water
- 006A, 006B - Power Generation and Power Distribution
- 007 - Base Camp Lighting
- 008A - Portable Toilets with Service
- 008B - ADA Portable Toilets with Service
- 010 - Gray/Waste Water Service
- 012 - Base Camp Management
- 013 - Fuel Service (including the supply and cost of fuel)
- 014 - Garbage Service
- 019 - Hand Wash Sinks
- 020 - Dining Facility
- 021 - HVAC (Heating and A/C)

B. ALL OTHER SERVICES. For any additional service line items or for individual resource Service Orders, the following schedule of pricing applies. Vendor may order from Client from the a la carte menu of services below.

Line Item	Description	Unit	Price Per Unit Per Day
001	Temporary Housing	Square Foot	\$0.75
002	Catering/Mobile Kitchen		
002A	Hot Breakfast	Meal	\$9.93
002B	Cold Can Breakfast	Meal	\$9.07
002C	Sack Lunch	Meal	\$9.07
002D	Hot Dinner	Meal	\$11.44
002E	Bottles Sports Drink	Ounce	\$0.07
002F	Bottled Water	Ounce	\$0.03
002G	Ice	Pound	\$0.50
003	Showers		
003A	Showers-Standard	Shower Head	\$116.00
003B	Showers-ADA Compliant	Shower Head	\$183.00
004	Mobile Laundry		
004A	Mobile Laundry-Full Service	Laundry Unit	\$2,290.00

004B	Mobile Laundry-Self Service	Laundry Unit	\$444.00
005	Potable Water	Gallon	\$0.50
006	Power-Electrical		
006A	Temporary Power/Generators	Kilowatt	\$5.50
006B	Power Distribution	Linear Foot	\$0.08
007	Lighting/Light Towers	Light Tower	\$116.00
008	Portable Toilets with Service		
008A	Portable Toilets – Standard	Toilet	\$63.00
008B	Portable Toilets – ADA Compliant	Toilet	\$78.00
009	Toilets – Hard Sided Units with Service	Toilet	\$95.00
010	Gray Water Service/Removal	Gallon	\$0.50
011	Mobile Command Unit/Office	Command Unit	\$884.00
012	Base Camp Management/QCP	Manager	\$440.00
013	Fuel Service	Gallon	Cost + 10%
014	Garbage Service	250 Occupants	\$313.00
015	Recreation Facility with HVAC & Contents	Square Foot	\$0.80
016	Medical Supply Unit with Supply	Medical Unit	\$602.00
017	Security Services	Security Guard	\$560.00
018	Work Space Facilities with HVAC & Contents	Facility	\$450.00
019	Hand Wash Sinks	Sink	\$35.00
020	Dining Facility with HVAC & Contents	Square Foot	\$0.70
021	Mobile HVAC (Heat & A/C)	590 Square Feet	\$134.00
*024	Other Commodity, Supply, or Service		Cost + 10%

*Other commodity, Supply, or Service could be any other item ordered by Client and accepted by Vendor, including but not limited to Hygiene Kits, Ready-to-eat Meals, Forklifts, Sand Bags, Cots, Blankets, Pillows, Sheets, Pillow Cases, Soaps, Cleaning Supplies, Forklifts, Pilot Cars, and Medical Supplies.

SCHEDULE 3

Schedule of Assured Services

Service Line Item	Description of Assured Service	Assured Resource Quantity

SCHEDULE 4

Assurance Schedule

Assurance Period Starts	Assurance Period Ends	Assurance Fee	Assurance Fee Due
mm/dd/yyyy	mm/dd/yyyy	\$	mm/dd/yyyy
mm/dd/yyyy	mm/dd/yyyy	\$	mm/dd/yyyy

Form of Change Order




 307 W. Sisters Park Dr
 PO Box 639
 Sisters, OR 97759
 P 541.549.8167

RESOURCE/EQUIPMENT SERVICES CHANGE ORDER

Client Name:		Date Requested:		Service Location:	
Representative:		Occupant Capacity:			
Rep Phone #:		Estimated Male #:			
Rep Email:		Estimated Female #:		Performance Period (# of Days):	
Change Order #:		Vendor Contacts:			
Date:		Jason Stuvland		425.870.0802 - mobile jasons@oks.com	
Time:		Don Pollard		541.815.5998 - mobile don@gfpenterprises.com	
		Mike Holm		425.308.9299 - mobile mikeh@oks.com	
		Steve Humphreys		206.949.3451 - mobile steveh@oks.com	

Description of Change Order (Be Specific):

Effective Date and Time:

TYPE OF CHANGE ORDER (CHECK ONE):

Increase in Base Camp Capacity	()	Previous Occupant Capacity	
*72 Hour Written Notification Required		New Occupant Capacity	
Decrease in Base Camp Capacity	()	Previous Occupant Capacity	
*No Notification Required After 7 Days Performance		New Occupant Capacity	
Complete Demobilization of Camp	()	*48 Hour Written Notification Required	
Demobilization of Certain Services	()	*No Notification Required After 7 Days Performance	

Line Item	Service Description	Check Services Being Demobed
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Extension of Performance Period:	()	Current Performance Period Ends:	/ /
*48 Hour Written Notification Required		Extended Performance Period (Days):	

*TO ADD ADDITIONAL SERVICES, USE STANDARD SERVICE ORDER FORM

Estimated Change Order Price (Increase/Decrease):

Estimated price change is only an estimate, and contract provisions will determine actual price.

This Service Change Order is submitted subject to the terms and conditions Master Professional Services Agreement ("Agreement") between the Parties. Pricing and payment terms for services shall be based on the terms of the Agreement. Any Change Orders may result in additional charges to Client. This Service Change Order shall not be binding until executed below by an authorized representative of each Party.

Authorized Client Signature: _____	Name (print): _____
Date: _____	Title: _____
Authorized Vendor Signature: _____	Name (print): _____
Date: _____	Title: _____

**SLA TO MASTER PROFESSIONAL SERVICES AGREEMENT
WORKFORCE SERVICE LEVEL AGREEMENT**

This Service Level Agreement (“SLA”) is incorporated into that certain Master Professional Services Agreement (the “Agreement”) dated 2/28/18 by and between GFP ENTERPRISES, LLC (“VENDOR”) an Oregon Corporation having a principal place of business at 307 West Sisters Park Drive, Sisters, Oregon 97759 and Clatsop County (“CLIENT”), a governmental entity having a place of business at 800 Exchange Street, Astoria, OR 97103.

Capitalized terms not defined in this SLA are defined in the Agreement.

Under the terms of the Agreement and as set forth in this SLA, Vendor is to perform Work relating to a variety of different kinds of work, which may or may not include providing single resources trained in the Incident Command System, Incident Management Teams, distribution managers, site managers, work crews, saw teams, flagging operations, road guards, hose lays, pump maintenance and monitoring, water distribution duties, providing of first responders, rescue and recovery staff, evacuation shelter staff, and any other type of labor service described in the Service Order and mutually accepted by the parties. The nature of the Work to be performed under this SLA relates to rapid or emergency response personnel. Personnel will be provided either in crew teams, or as individuals, as agreed mutually by the parties.

1. **OVERVIEW.** Vendor will provide trained personnel and certain equipment as described in this SLA (collectively “Resources”) needed to perform Work in accordance with Vendor’s obligations under the Agreement. Vendor, in its sole discretion, may use subcontractors, affiliates, representatives and agents to perform any Work hereunder, however Vendor shall remain responsible to Client for the provision of all such Work. Work described hereunder shall be performed only after a written order, email accepted, has been made by Client and subsequently accepted by Vendor pursuant to the Agreement.

1.1. **DESCRIPTION OF WORK TO BE PERFORMED.** A definition of the scope of the Work (“Scope of Work”) Vendor is to perform if deployed under this SLA shall be agreed in writing at the time Client submits a Service Order. Vendor shall not be held responsible for its failure to perform Work under this Agreement if such Work falls outside the parameters set forth in the Scope of Work.

1.2. **PERFORMANCE PERIOD; BILLING.** Client shall specify in the written order the date on which Vendor is to begin performing Work at the location of the project. When Client wishes to decommission Vendor’s Services, Client shall notify vendor in writing, email accepted, which shall designate the date on which Vendor is to stop performing Work. The period during which Vendor’s personnel shall be available at the site to perform Work shall be called the “Performance Period”.

1.3. **SERVICE ORDERS; CHANGE ORDERS.** As described in the Agreement, Services shall be rendered by Vendor upon the issuance of a written order by Client, and a subsequent acceptance of that order by Vendor. Client shall submit a written order,

email accepted, when it wishes to modify or terminate a Service already being rendered by Vendor. Client shall indicate an effective date ("Effective Date") on the written order, designating the date on which Client wishes personnel to be available or no longer available, as the case may be, to perform Work at the project site. In the event of a written order requesting a decrease in personnel or a decommissioning of a Service, notice periods apply and are described Section 4 below. The Effective Date of such a written order request shall be the later of (a) the date requested by Client on the written order, or (b) the expiration of the required notice period indicated in the SLA.

2. **DESCRIPTION OF SERVICES.** The Services offered by Vendor under this SLA involve the providing of qualified workforce personnel. The Services shall be provided by Vendor if and when they are ordered by Client in writing, email order acceptable.

2.1. **PERSONAL PROTECTIVE EQUIPMENT.** Vendor will provide OSHA required personal protection equipment, including backpacks, hard hats, gloves, head lamps, and eye/ear protection. Individuals provided by Vendor will also come equipped with a two week bag that includes a tent and boots.

2.2. **VENDOR EMPLOYEE QUALIFICATIONS.** If required by Client, Vendor will provide individuals trained in the Incident Command System ("ICS") with various ICS qualifications. The intent is for Vendor to provide employees with experience working long hours for weeks at a time.

3. **SERVICES PRICING; TRAVEL EXPENSES**

3.1. **SERVICES PRICING; BILLING.** Fees for each Service shall be charged on a per-hour basis, for each hour, or partial hour during which Work is performed. Vendor shall bill Client a fixed rate per hour per person for all hours in a work week up to forty hours described as regular rate. Vendor shall bill to Client a fixed rate per hour per person for all hours in a work week that exceed forty hours described as overtime rate. A work week starts on a Sunday at 00:01 (military time) and ends on Saturday at 24:00 (military time) Time spent during travel between Vendor's dispatch facility and the project site or vice versa shall be billed to Client at a fixed rate per hour per person and is described as travel rate. The fixed rate per hour per person for regular time rate, overtime rate, and travel time rate are included on Schedule 1 herein for each type of workforce labor service provided.

3.2. **TRAVEL EXPENSES.** Travel costs for Vendor's personnel shall be the responsibility of Client from originating point of travel, for the duration of the performance period, and back home to the originating point of travel at the end of the performance period. For crews that are deployed by vehicle from Vendor's dispatch facility Client shall bear the cost of transport using Vendor's vehicles and such personnel shall drive to the project site location from Vendor's dispatch facility, and Vendor shall bill Client the hourly travel rate for each individual per hour of driving time. In all other cases, Client shall be responsible for paying Vendor's travel expenses by arranging travel for Vendor's

personnel. If Client requests Vendor to make travel arrangements, all direct travel costs shall be reimbursable to Vendor by Client.

4. SERVICE ORDERS AND CHANGE ORDERS; EFFECTIVENESS

4.1. SERVICE ORDERS, EFFECTIVENESS. The deployment of Vendor shall be initiated by Client using a written order, email accepted, describing the type and quantity of personnel to be deployed by Vendor, the location of the project where Vendor’s personnel are to appear to perform Work, and the start date of the Performance Period during which Vendor’s personnel are to be available to perform Work at the project site. Vendor shall be free to accept or reject a written order. Once accepted, Vendor shall use its best efforts to make Vendor’s personnel available at the designated location at the time and place requested by Client.

4.2. CHANGE ORDERS, EFFECTIVENESS. After the acceptance of a written order, Client may request a change in the Service requirements pursuant to Section 2 of the Agreement by submitting a written order as described in Section 2 of the Agreement. Written orders requesting an increase in the number of personnel being provided by Vendor may be accepted or rejected by Vendor. Once accepted, Vendor shall use its best efforts to make Vendor’s personnel available at the designated location at the time and place requested by Client. Written orders requesting a decrease in the number of personnel being provided by Vendor shall be accepted by Vendor. Written orders requesting a decrease in the number of personnel being provided are subject to notice requirements as described in Table 1 below before they become effective as described in this Agreement.

Table 1 –Notice Requirements for Service Changes

Description of Request	Minimum Notice Required for Effectiveness of Change Order
Decommission a Service	48 hours
Decrease in Personnel	48 hours

EFFECTIVE DATE: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by a duly Authorized Representative of each Party as of the Effective Date.

GFP Enterprises, LLC (“Vendor”)

Clatsop County (“Client”)

Donald R. Pollard, COO

Date

Scott Lee, Chairperson

Date

WORKFORCE – SCHEDULE 1

Service Line Item & Description		Pricing Unit	Minimum Order Quantity (persons)	Regular Rate (per hour)	Overtime Rate (per hour)	Travel Rate (per hour)
101	Squad Crew with Squad Leader/organized labor force	Per Person	5	\$ 32.00	\$ 40.00	\$ 25.00
102	Incident Commander Type 1-3	Per Person	1	75.00	75.00	75.00
103	Incident Commander Type 4-5 (Supervisor)	Per Person	1	45.00	45.00	45.00
104	Logistics Unit Leader	Per Person	1	50.00	50.00	50.00
105	Food Unit Leader	Per Person	1	50.00	50.00	50.00
106	Supply Unit Leader	Per Person	1	50.00	50.00	50.00
107	Operations Section Chiefs	Per Person	1	75.00	75.00	75.00
108	General Laborer	Per Person	1	25.00	32.00	25.00
109	General Laborer	Per Person	1	27.00	34.00	25.00
110	General Laborer	Per Person	1	30.00	38.00	25.00
111	General Laborer	Per Person	1	32.00	40.00	32.00
112	General Laborer	Per Person	1	35.00	43.00	32.00
113	Security Guard - Unarmed	Per Person	2	45.00	45.00	45.00
114	Security Guard - Armed	Per Person	2	59.00	59.00	59.00
115	Certified Flagger	Per Person	1	45.00	45.00	45.00
116	Certified Flagger with Pilot Car	Per Person	1	99.00	99.00	99.00
117	Sawyer (Class "B" or "C")	Per Person	1	35.00	43.00	32.00
118	Sawyer (Class "A")	Per Person	1	30.00	38.00	25.00
119	Hazmat Certified Laborer	Per Person	1	30.00	38.00	25.00
120	Staging Area Manager	Per Person	1	40.00	40.00	35.00
121	Air Operations Branch Director	Per Person	1	50.00	50.00	50.00

122	Air Support Group Supervisor	Per Person	1	50.00	50.00	50.00
123	Air Tactical Group Supervisor	Per Person	1	50.00	50.00	50.00
124	Branch Director-Operations	Per Person	1	75.00	75.00	75.00
125	Division/Group Supervisor	Per Person	1	50.00	50.00	50.00
126	Strike Force/Team Leader	Per Person	1	45.00	45.00	45.00
127	Single Resource Leader	Per Person	1	40.00	40.00	35.00
128	Military Support Liasion	Per Person	1	40.00	40.00	35.00
129	Planning Section Chief	Per Person	1	75.00	75.00	75.00
130	Resource Unit Leader	Per Person	1	50.00	50.00	50.00
131	Status Recorder	Per Person	1	40.00	40.00	35.00
132	Situation Unit Leader	Per Person	1	40.00	40.00	35.00
133	Documentation Unit Leader	Per Person	1	40.00	40.00	35.00
134	Demobilization Unit Leader	Per Person	1	40.00	40.00	35.00
135	Environmental Unit Leader	Per Person	1	40.00	40.00	35.00
136	Documentation Clerk	Per Person	1	35.00	43.00	30.00
137	Field Observer	Per Person	1	35.00	43.00	30.00
138	Technical Specialist Leader	Per Person	1	40.00	40.00	35.00
139	Logistics Section Chief	Per Person	1	75.00	75.00	75.00
140	Service Branch Director, Logistics	Per Person	1	75.00	75.00	75.00
141	Support Branch Director, Logistics	Per Person	1	75.00	75.00	75.00
142	Communication Unit Leader	Per Person	1	50.00	50.00	50.00
143	Medical Unit Leader	Per Person	1	50.00	50.00	50.00
144	Point of Contact	Per Person	1	50.00	50.00	50.00
145	Supply Unit Leader	Per Person	1	50.00	50.00	50.00
146	Facilities Unit Leader	Per Person	1	50.00	50.00	50.00
147	Ground Support Unit Leader	Per Person	1	50.00	50.00	50.00
148	Ordering Manager	Per Person	1	50.00	50.00	50.00

149	Receiving & Distribution Manager	Per Person	1	45.00	45.00	45.00
150	Security Manager	Per Person	1	50.00	50.00	50.00
151	Base Camp Manager	Per Person	1	50.00	50.00	50.00
152	Vessel Support Unit Leader	Per Person	1	50.00	50.00	50.00
153	Equipment Manager	Per Person	1	40.00	40.00	35.00
154	Resource Support Team Leader	Per Person	1	40.00	40.00	35.00
155	Energy Team Coordinator (Power)	Per Person	1	40.00	40.00	35.00
156	Transportation Coordinator	Per Person	1	40.00	40.00	35.00
157	Public Works Coordinator (Pumps & Light Towers)	Per Person	1	40.00	40.00	35.00
158	Finance/Admin. Section Chief	Per Person	1	75.00	75.00	75.00
159	Time Unit Leader	Per Person	1	40.00	40.00	35.00
160	Cost Unit Leader	Per Person	1	40.00	40.00	35.00
161	Procurement Unit Leader	Per Person	1	50.00	50.00	50.00
162	Personnel Time Recorder	Per Person	1	35.00	43.00	30.00
163	Equipment Time Recorder	Per Person	1	35.00	43.00	30.00
164	Forklift Operator, Certified	Per Person	1	35.00	43.00	30.00
165	Truck Driver, semi-tractor	Per Person	1	35.00	43.00	30.00
166	Van Driver, Box Truck, 25,999GVW	Per Person	1	30.00	38.00	25.00
167	Laundry Attendant	Per Person	1	30.00	38.00	25.00
168	Shower Attendant	Per Person	1	30.00	38.00	25.00
169	Misc. Equipment Attendant	Per Person	1	30.00	38.00	25.00
170	On - Site Facilities Superintendent/Area Supervisor	Per Person	1	40.00	40.00	35.00

COLUMBIA HELICOPTERS

Columbia Helicopters, Inc
P.O. Box 3500
Portland, OR 97208

14432 Arndt Rd
Aurora, OR. 97702

David Horrax- Forester Regional Operations
Manager Northern USA
Logging / Construction / Streams
503-678-1222 Work, 503-880-1146 Mobile
email: daveh@colheli.com
web site: www.colheli.com

Columbia Helicopters has the capability to provide emergency support in the event of a natural disaster. They are strategically located in Aurora Oregon 85 air miles from Astoria and have a fleet of heavy lift helicopters capable of transporting equipment both internally and externally. FAA Regulations do not permit the ability of transport people under Part 135 in the USA.



HEAVY LIFT HELICOPTER SPECIFICATIONS			
Description	CH-47	CH-107	CH-234
Maximum Gross Weight	50,000 pounds	22,000 pounds	55,000 pounds
Maximum Hook Weight	26,000 pounds	10,000 pounds	26,000 pounds
Range Utility (30 m reserve)	390 miles	180 miles	240 miles
Fuel Capacity	1028 gallons	350 gallons	1000 gallons
Fuel Consumption: (Jet A)	400 gal / per hr.	170 gal / per hr.	400 gal / per hr.
Cruise Speed	130 knots / hr.	120 knots / hr.	120 knots / hr.
Interior Maximum Weight	Exterior Only	8,000 pounds	25,000 pounds
Interior Area	Exterior Only	6'x24' = 144 sq.ft.	7.5'x-30' = 225 sq.ft.-.
Interior Floor Load	Exterior Only	100 pounds/ sq.ft.	150 pounds/ sq.ft.
Rate\$	\$15,000 / hr.	\$7,500 / hr.	\$15,000 / hr.

Discussion indicated that Columbia Helicopters could mobilize additional aircraft from other western states to increase capacity if needed.

Columbia has loading equipment at Aurora, OR. (UAO) that could be used for loading. Facility has a large ramp, fuel, maintenance and manpower available to operate a shipping base.

HILLSBORO AVIATION INC.

Hillsboro Aviation Inc
 3845 NE 30th Avenue
 Hillsboro, OR 97124
 14432 Arndt Rd
 Phone 503-648-2831

Tom Mulkey
 Operation Manager
 Office: 503-648-2831 Cell: 503-869-0791
 email: TMulkey@hillsboroaviation.com
 web: <http://www.hillsboroaviation.com/en/>

Hillsboro Aviation has expressed interest in providing emergency support in the event of a natural disaster. They are strategically located in Hillsboro Oregon 60 air miles from Astoria OR and have a fleet of light and medium helicopters capable of transporting personnel and some equipment.



AIRBUS AS350 B3E



BELL 206 L4 LONG RANGER



BELL 407



BELL 205A-1++

Aircraft Information						
Qty.	Aircraft Make	Class	Passenger	Endurance	Speed	Rate ¹
3	Bell 206 B3 JetRanger	Type 3	4	2.5 hrs	100 kt	\$ 856
1	Bell 206 L3 LongRanger	Type 3	6	2.3 hrs	105 kt	\$1,035
2	Bell B206 L4 LongRanger	Type 3	6	2.3 hrs	105 kt	\$1029
3	Bell B407	Type 3	6	2.3 hrs	130 kt	\$1,150
1	Aerospatiale AS350 B3e	Type 3	5	2.3 hrs	120 kt	\$1,186
2	Bell B205A-1++	Type 2	9	2.1 hrs	100 kt	\$1,765

(1) USFS 2016 Hourly Flight Rates

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

February 28, 2018

Issue/Agenda Title: Funding recommendations to outside agencies

Category: Business Agenda

Prepared By: Jill Quackenbush, Prevention Coordinator

Presented By: Bob Mushen, Human Services Advisory Council Chair

Issue before the Commission: Consideration of approval of the Human Services Advisory Council funding recommendations to outside agencies.

Informational Summary: The Board of County Commissioners budgeted \$15,000.00 of general fund dollars to outside agencies in Clatsop County. The application process was conducted by the Human Services Advisory Council.

A subcommittee was formed from the Human Services Advisory Council to execute a fair funding request process. A Request for Proposals was distributed throughout the county with an emphasis on funding programs that provided countywide services, demonstrated return on investment, and meet the social and economic needs of Clatsop County residents.

A total of 13 applications were returned for a total of \$49,345.00 in requested funding. Applications are available upon request.

The Human Services Advisory Council recommends the following social services agencies for funding:

Court Appointed Special Advocates (CASA):	\$3,000.00 (Clatsop Family Treatment Court)
Camp Kiwanilong Board, Inc.:	\$2,500.00 (Family Camp Pilot Project)
Friends of the Astoria Armory:	\$2,500.00 (Everyone Skates at the Armory!)
Lunch Buddies Mentoring Program:	\$5,000.00 (Rural Expansion)
Lutheran Community Services – Hope House:	\$1,000.00 (Hope House Counseling Program)
North Coast Food Web:	\$1,000.00 (Healthy Food Ed. and Skills for All)

Total Funding:

\$15,000.00

Fiscal Impact: \$15,000.00 general fund dollars allocated to outside agencies

Options to Consider:

1. Approve the Human Services Advisory Council recommendations for funding
2. Approve funding to one or more of the agencies that applied but are not being recommended
3. Reject the recommendations and direct staff to redistribute a Request for Proposal process

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve the Human Services Advisory Council recommendations for funding to outside agencies as presented."*

Attachment List:

- A. Executive Summaries
- B. Past Allocations Document

Executive Summaries

Project Overviews of BOCC Funding to Outside Agencies Submitted Requests 2018

RECOMMENDED FOR FUNDING:

Court Appointed Special Advocates (CASA):

\$3,000.00

This project is a collaboration between Clatsop CASA Program, Inc. (CASA) and The Clatsop County Family Treatment Court (FTC) to sponsor healthy activities for parents who are participants in the FTC and healthy activities for children of participants in FTC which will strengthen the parent-child bond and encourage the physical, social and emotional development of these young children. The activities can be observed by the assigned CASA who can then recommend services that might be needed to assist the child in reaching the appropriate developmental milestones.

Camp Kiwanilong Board, Inc.:

\$2,500.00

The grant request is to partially fund a pilot "You and Me Family Camp" proposal at Camp Kiwanilong. The pilot is planned to focus on a small group (10 parents with total 10-20 children) of community cohorts. Primary goals for the pilot are (1) to foster mother/son bonding and communication by gaining tools for talking with pre-teens; (2) introduce parent/guardian to other parents as resources; (3) help sons meet new friends from their community; and (3) let parent and child learn about each other during a low stress, fun time together in both the outdoors and in the comfortable camp lodge and cabins.

The Board believes the pilot project is consistent with Clatsop Vision 2030 in many ways such as the Natural Setting of the 170 acres of lakes, fields, forest and dunes that make up our camp. There is a well maintained system of trails to provide enjoyment of the land. Camp affords peaceful and tranquil settings with rustic but comfortable accommodations for family members to get to know each other better while enjoying the challenge and fun of new recreational activities such as archery, hiking, canoeing and arts & crafts.

Friends of the Astoria Armory:

\$2,500.00

The Astoria Armory provides cultural, recreational entertainment and community gathering space for the Clatsop County community. One of our hallmark programs is our Friday and Saturday Skate Nights. The Everybody Skates at the Armory program focuses on providing low cost, high result services to Clatsop County's youth, their friends and their families. On any given Friday or Saturday, over 125 people come to the Armory for social, recreational, educational and athletic activities. People without the funds for admission or skate rental are admitted free of charge. The program is so popular that many times there are not enough skates for eager participants. Skates for youth in sizes 5,6,7,8 and 9 are in shortest supply. This shortage requires that some youth wait for others using those sizes to finish before they can enjoy their evening. With a Clatsop County Board of Commissioners grant, the Armory will be able to provide skates immediately for all youth wanting to skate. Five pair of skates in each of these sizes would relieve this shortage. The total cost of 25 high quality roller skates is \$2,500.

Executive Summaries

Project Overviews of BOCC Funding to Outside Agencies Submitted Requests 2018

Lunch Buddies Mentoring Program:

\$5,000.00

The Lunch Buddy Mentoring Program connects positive adult role models to at-risk students in elementary and middle schools in Clatsop County. We are currently in 5 elementary schools and 3 middle schools, serving approximately 45 Clatsop County youth. Our "Rural Expansion" project will expand our services to include both Hilda Lahti (Knappa) and Jewell schools – implementing our program and recruiting mentors for these new sites.

Lutheran Community Services – Hope House

\$1,000.00

(\$5,000 original request)

We are asking for funding for our counseling program to enable us to offer our services at a low cost. Hope House is one of the few counseling options offering sliding scale for counseling fees to adults, children and families in Clatsop County. Due to addiction, poverty and other hardships many local families are in need of low cost services. We specialize in working with children who have experienced trauma, adoption and foster care, and their families.

North Coast Food Web:

\$1,000.00

(\$1,500 original request)

North Coast Food Web (WCFW) was founded in 2011 with a mission to 'cultivate healthy communities and a vibrant economy through food and agriculture'. We were born as the result of the 2010 Clatsop County Food Assessment initiated by Oregon Food Bank (OFB), CCA Regional Food Bank, OSU Extension and Resource Assistance for Rural Environments (RARE), the results of which created the road map which NCFW has been traveling.

NCFW has built relationships with organizations, schools and families throughout Clatsop County. Among them OFB and its local subsidiary CCA Regional Food Bank, OSU Extension, Clatsop County School Districts, OHSU, Columbia Memorial Hospital, Headstart, Upward Bound, and other non-profit groups. These collaborations have helped us educate and engage children, families and communities, at school and at home, building the skills to grow food, increase access to local agriculture, develop cooking and nutrition skills and encourage citizen involvement in the development of a health food system. Additionally, NCFW has supported new and existing farmers, provided resources for food system entrepreneurs to success and been actively engaged in community and economic development in our region.

ADDITIONAL APPLICANTS

Clatsop Community Action:

\$5,000.00

The Mobile Fresh Produce Pantry is the most successful, healthful and wide-reaching distribution program developed by CCA Regional Food Bank in the last decade. This initiative will serve to promote improved health, safety and resilience in our community by increasing both the short-term and long-term health (physical and mental) of the people served. It will insure weekly access by income qualifying senior citizens to highly nutritious foods their low income level otherwise illuminates. It allows children to thrive and learn in school because they are supplied with adequate nutrition through improved diets. This work will promote additional

Executive Summaries

Project Overviews of BOCC Funding to Outside Agencies Submitted Requests 2018

education and learning through our cooking and nutrition classes, gardening education events, pre-school and grade school field trips and activities, development of community wellness through social partnerships and volunteerism, and maintain jobs for growers, producers, food processors.

Clatsop Family Reunification Inc.

\$3,500.00

The Welcome Home Support Group will support parents who have unique parenting challenges. The participants in this group are parents who have had their children returned to them after the state has had them in their custody in the foster care system.

Issues that cause removal, and foster care itself, cause trauma. Children with traumatic backgrounds have unique behavioral responses that create challenges for parents. Parents are often dealing with their own stressors, such as remaining in recovery.

This program is unique in its approach because it utilizes **peer delivered services**. Peer delivered services are simply people with lived experience, helping others currently going through that experience. This is a large movement in the mental health field and seen as best practices. Peer delivered services will create a sustainable community of natural supports, a sense of trust, safety and nonjudgement amongst its members.

We believe this fits the values of the county in the areas of Community Atmosphere, Caring People, Safe Communities and Civic Spirit. This will be an unduplicated resource in Clatsop County. It is not a parenting class, or a profession led support group. This resource was developed by parents, for parents, and it needs our community support.

Clatsop Kinder Ready

\$5,000.00

Clatsop Kinder Ready wants new parents in Clatsop County to feel that the community is supporting them in providing the best for their baby and want new parents to feel like they are receiving a H.U.G. Healthy Family, Understanding your baby, Growth – Best growth and development of your baby’s brain and body.

Helping Hands Reentry Outreach Centers

\$5,000.00

Helping Hands provides up to 65 beds per night to the homeless in Clatsop County, and planned changes will increase our capacity to meet the high demand for services addressing homelessness in our community. In addition to operating an emergency shelter which provides cost-free access to safe and sober bunks, meals, and showers, our Reentry Program provides a sustainable solution to homelessness. Program participants are clean and sober, and work one-on-one with Case Management and Crisis Management staff to create a path forward toward an independent future. Because we leverage volunteers and donations of material goods, it only costs us \$13.58 per person, per day to offer these wrap-around services to the homeless. This grant of \$5,000 would provide twelve one-month scholarships to our Reentry Program in Clatsop County for participant working to get back on their feet.

Executive Summaries

Project Overviews of BOCC Funding to Outside Agencies Submitted Requests 2018

Jordan's Hope for Recovery

\$5,000.00

The Recovery Rally & Fun Run is an event designed to celebrate individuals and their families in our community who are in, or have completed, recovery. It is also designed to elevate awareness of the struggles and tribulations people and their families go through while dealing with addiction issues. The rally will have booths, kiosks and speakers who will provide important information about recovery in the community. The *Rally for Recovery* will allow individuals and families to connect and share their stories and help build and reinforce a much-needed network of support for recovery. The event will be family friendly and will provide games, food, beverages and SWAG for all participants. The event will be held in September 2018 at Astoria High School. The event will likely be well attended by community members. This grant request will cover personnel costs, equipment, materials and supplies. Jordan's Hope for Recovery will also identify potential sponsors for the event and request either in-kind or cash contributions.

Northwest Oregon Works

\$5,000.00

Northwest Oregon Works will pilot a support system for offenders and former offenders working closely with Lt. Kristen Hanthorn and her team. Our services provide training on overcoming barriers in addition to training opportunities in classroom and on the job situations. Individuals in this situation have additional needs and require support that we are currently unable to provide. This project will provide assistance that we otherwise would have restrictions on providing through WIOA funds those include: Transportation assistance, replacement of identification materials, work and interview clothing, certifications under 40 hours of training, support and guidance through a targeted workshop called Fresh Start. The intent of this project will be to provide an inclusive wraparound service package to meet the workforce needs of this population. Our goal is to increase the labor pool for local employers by assisting these individuals in becoming job ready.

Options Counseling and Family Services

\$1,345.00

Options proposes to offer six sessions of "Active Parenting for Teens" to Clatsop County families. Tracy Feldscher, Options employee, has completed the training for this parenting education program, which includes video-based learning and an interactive approach that supports sustained positive outcomes during the challenging years of adolescence. Active Parenting for Teens, an evidence-based program, provides parents with the skills they need to use effective discipline, teach responsibility, and communicate with their teens. Each session also shows parents how to handle sensitive issues such as drugs, sexuality, and violence. This research-based curriculum includes pre- and post-questionnaires to help gauge the progress of class participants.

Research has shown that providing support to the parents of teens is the most effective use of resource to minimize disruptions during adolescence. When parents come together, discuss concerns, and share solutions, positive results occur at home. In addition, the communities of Clatsop County will benefit as parents develop skills to encourage their adolescents to avoid substance use, complete their education, and make positive life choices.

Clatsop County Contributions to outside agencies 2006 - 2017

Funding Year	2006	2007	2008	2009	2010	2011	2012	2014	2015	2016	2017	TOTAL
Budgeted Amount	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$30,000	\$30,000	\$7,500	\$7,500	\$7,500	\$7,500	\$165,000
Camp Kiwanilong Board		\$ 1,500										EXPENDED
Clatsop CASA	\$ 2,000	\$ 2,000	\$ 2,500	\$ 1,500	\$ 2,500	\$ 11,279		\$ 2,500				\$ 1,500
Clatsop Community Action	\$ 3,000	\$ 1,000	\$ 1,000	\$ 3,500	\$ 2,500	\$ 7,443	\$ 4,925	\$ 5,000		\$ 2,500	\$ 3,076	\$ 27,355
Clatsop County Firefighters											\$ 4,424	\$ 35,292
Coastal Family Health Center		\$ 1,000	\$ 1,000	\$ 1,000			\$ 9,190					\$ 9,190
Crisis Respite Center							\$ 1,000					\$ 4,000
Grace Food Pantry	\$ 500		\$ 500	\$ 500					\$ 1,176			\$ 1,176
Healing Circle			\$ 1,000	\$ 1,500	\$ 2,500							\$ 1,500
Helping Hands												\$ 5,000
Hope House/Lutheran Community Services NW		\$ 1,500	\$ 1,000	\$ 2,000		\$ 11,278						\$ 11,278
Housing Solutions Conference			\$ 500									\$ 4,500
Lighthouse for Kids	\$ 1,500	\$ 2,000	\$ 2,000	\$ 1,600	\$ 2,500							\$ 500
Lunch Buddies Mentoring Program												\$ 9,600
Meals on Wheels and Loaves and Fishes				\$ 500			\$ 4,925			\$ 2,500		\$ 7,425
NC Extension Works/Warrenton Hammond Healthy Kids												\$ 500
NW Regional Education Service District							\$ 7,028					\$ 7,028
Prior House	\$ 3,750	\$ 2,000								\$ 2,500		\$ 2,500
Sunset Empire Parks and Recreation District Foundation	\$ 500		\$ 1,000	\$ 1,400	\$ 2,500							\$ 10,650
Warrenton Senior Citizens Inc.			\$ 1,500									\$ 2,000
Women's Resource Center	\$ 3,750	\$ 4,000	\$ 2,000	\$ 2,000	\$ 2,500							\$ 500
TOTAL ALLOCATIONS EXPENDED	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 30,000	\$ 27,068	\$ 7,500	\$ 1,176	\$ 7,500	\$ 7,500	\$ 155,744

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

February 28, 2018

Issue/Agenda Title: Notice of County land sale, set minimum bids and proceed with auction pursuant to ORS 275.110

Category: Business Agenda

Prepared By: Sirpa Duoos

Presented By: Sirpa Duoos, Property Management Specialist

Issue before the Commission: Approve surplus County land sale, set minimum bids and sale date and direct staff to publish notice of the County land sale.

Informational Summary: Pursuant to ORS 275.110, The Board must authorize the sale, set minimum bids and sale date by approval of a resolution and order. Staff has prepared the attached Resolution and Order identifying the parcels, legal descriptions, real market values, minimum bids and the sale date.

Clatsop County Property Management Policy specifies that parcels deemed surplus be offered for sale at public auction to the general public in a fair and equitable manner.

The Board of Commissioners earlier approved the categorization of the parcels listed in Attachment "A" for Auction.

The public auction is scheduled for 10:00 a.m. on Tuesday, March 27, 2018. Eleven parcels have been selected for this auction including parcels in Astoria, Seaside and Warrenton. All properties are sold **AS IS** and for **CASH**. All payments are due by 5:00 p.m. on the date of sale, except for certain parcels which have a non-refundable deposit of 10% down by 5 p.m. on the day of the sale and the balance due in 30 days.

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

Options to Consider:

1. Adopt the Resolution and Order as presented approving the county land sale and setting minimum bids.

2. Adopt the Resolution and Order as amended.
3. Take no action.

Staff Recommendation: Option #1

Recommended Motion: *“I move to adopt the Resolution and Order as presented approving the minimum bids, setting sale date and authorizing the Chair to sign.”*

Attachment List:

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

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

4 AUTHORIZING SHERIFF'S SALE, SETTING)
5 SALE DATE AND MINIMUM BID AMOUNTS) RESOLUTION AND
6 IN THE MATTER OF SALE OF CERTAIN) ORDER
7 COUNTY OWNED PROPERTY PURSUANT)
8 TO ORS 275.110)
9

10 WHEREAS, Clatsop County acquired an interest in certain real properties and
11 improvements thereon described by virtue of tax foreclosure; and certain parties have
12 indicated an interest in acquiring the properties described in Exhibit A, attached hereto
13 and incorporated herein by reference; and said properties are not necessary for the
14 County and it would be in the best interest of the County to sell said properties as
15 provided ORS 275.110 and following; NOW THEREFORE,
16
17

18 IT IS HEREBY RESOLVED AND ORDERED that the Sheriff is directed to sell
19 said properties and to publish notice as set forth in Exhibit A, attached hereto and
20 incorporated herein; setting the sale for March 27, 2018, in the Judge Guy Boyington
21 Building, 857 Commercial Street in Astoria; and setting the minimum bids as follows:
22

23 See attached Exhibit A
24

25 IT IS FURTHER RESOLVED that said properties shall be sold AS IS and
26 without any warranties as to the qualities of title, if any, sold by the County, or any
27 encumbrances thereon, or claims against said properties.
28
29

30 DATED this _____ day of February 2018
31

32 BOARD OF COUNTY COMMISSIONERS
33 FOR CLATSOP COUNTY, OREGON
34

35 _____
36 Scott Lee, Chair
37

38
39 Approved as to form:
40

41 _____
42 County Counsel

EXHIBIT "A"

LEGAL DESCRIPTIONS

18-01 ASSESSOR'S ACCOUNT #61022BA00800

LEGAL DESCRIPTION: A portion of the Northwest quarter of Section 22, Township 6 North, Range 10 West, Willamette Meridian, in Clatsop County, Oregon, more particularly described as follows:
Beginning at a 5/8 inch rebar with a yellow plastic cap marked "HOVDEN LS 954" on the North line of the South one-half of the Eberman Tract conveyed to R. L. Eberman, et al, in Partition Deed recorded in Book 125, Pages 27 and 28, Clatsop County Deed Records, said rebar being South 46° 45' 57" West, a distance of 1197.75 feet from the North one-quarter corner of said Section 22;
Thence South 04° 02' 28" East, a distance of 73.19 feet to a 5/8 inch rebar with yellow plastic cap marked "D. Barrett L.S. 1979";
Thence North 90° 00' 00" East, a distance of 150.15 feet to a 5/8 inch rebar with yellow plastic cap market "D. Barrett L.S. 1979" on the Westerly right of way of County road No. 189, a road 30 feet wide;
Thence North 4° 02' 28" West along the said right of way, a distance of 75.48 feet to the North line of said Eberman Tract;
Thence South 89° 06' 21" West a distance of 150.00 feet along the North line of said Eberman Tract to the point of beginning.
Real Market Value: \$196,007 Minimum Bid: \$100,000 CASH

18-02 ASSESSOR'S ACCOUNT #709220000501

LEGAL DESCRIPTION: Commencing at a point on the South line of Government Lot 11, Section 22, Township 7 North, Range 9 West, Willamette Meridian, in the County of Clatsop, State of Oregon, where the Easterly right of way line of the Clatsop County Youngs River loop Road intersects said South line;
Thence North 25° 00' East 40.8 feet;
Thence North 14° 00' East 123.0 feet to a point which is the TRUE POINT OF BEGINNING;
Thence North 4° 00' West 160.00 feet to a point;
Thence North 30° 30' East 78.6 feet;
Thence South 54° 00' East 312.2 feet;
Thence South 0° 53' 25" West 93.1 feet;
Thence North 79° 14' 35" West 292.28 feet to the true point of beginning.
EXCEPTING THEREFROM any portion lying within the Clatsop County Youngs River Loop Road.
Real Market Value \$84,949 Minimum Bid \$75,000 CASH

18-03 ASSESSOR'S ACCOUNT #808150001500, 1600

LEGAL DESCRIPTION: Beginning at a point on the South bank of Svensen Slough at the high tide line in the Northeast quarter of the Southeast quarter of Section 15, on the line between Sections 14 and 15, approximately 1,570 feet North of the corner to Section 14, 15, 22 and 23, Township 8 North, Range 8 West, Willamette Meridian, in Clatsop County, State of Oregon;
Thence South 42° 45' West 178 feet along the high tide line on the South bank of Svensen Slough;
Thence South 48° 36' West 180 feet along said high tide line;

Thence South 42° 22' West 131.5 feet along said high tide line;

Thence South 46° 30' East 6 feet along said high tide line;

Thence North 81° 08' East a distance of 347.1 feet;

Thence North 0° 30' West to the point of beginning.

ALSO including the following parcel: Beginning at a point on the South bank of Svensen Slough, at high tide line, in the Northeast quarter of the Southeast quarter of Section 15, at the low line between Sections 14 and 15, 1570 feet North of quarter corner to Section 14, 15, 22 and 23, Township 8 North, Range 8 West, Willamette Meridian, in the County of Clatsop, State of Oregon;

Thence South 42° 45' West 178.0 feet along high tide line on the South bank of Svensen Slough;

Thence South 48° 36' West 180.0 feet along high tide line on the South bank of Svensen Slough;

Thence South 42° 22' West 131.5 feet along high tide line on South bank of Svensen Slough;

Thence South 46° 30' East 6.0 feet along high tide line on the South bank of the Svensen Slough;

Thence North 81° 08' East 347.1 feet along high tide line on South bank of the Svensen Slough;

Thence South 0° 30' East 95.0 feet to low tide line;

Thence South 78° 42' West 194.0 feet along low tide line;

Thence North 82° 5' West 82.4 feet along low tide line;

Thence South 89° 47' West 201.1 feet along low tide line;

Thence North 51° 39' East 209.8 feet along low tide line on the South bank of the Svensen Slough;

Thence North 44° 42' East 290.1 feet along low tide line on the South bank of the Svensen Slough;

Thence North 36° 47' East 201.1 feet along low tide line on the South bank of the Svensen Slough;

Thence South 0° 30' East 50.0 feet to high tide line and the point of beginning

Real Market Value \$4,827 Minimum Bid \$3,000 CASH

18-04 ASSESSOR'S ACCOUNT #808150001700, 1800

LEGAL DESCRIPTION: A tract of land in the Southeast quarter of the Southeast quarter of Section 15, on the South side of the Svensen Slough, corner No 1 is at high tide line on the South side of the Svensen Slough on line between Sections 14 and 15, 1049.5 feet North of the corner to Sections 14, 15 22 and 23, Township 8 North, Range 8 West, Willamette Meridian, in County of Clatsop, State of Oregon;

Thence South 80° 24' West 69.4 feet along high tide line on the South bank of the Svensen Slough;

Thence South 70° 44' West 148.4 feet along high tide line on the South bank of the Svensen Slough;

Thence South 66° 45' West 218.6 feet along high tide line on the South bank of the Svensen Slough;

Thence South 64° 34' West 130.6 feet along high tide line on the South bank of the Svensen Slough;

Thence South 64° 16' West 50.6 feet along high tide line on the South bank of the Svensen Slough;

Thence South 57° 32' West 373.4 feet to low tide line on South bank of the Svensen slough;

Thence South 56° 33' West 439.2 feet along low tide line on the South bank of the Svensen Slough;

Thence South 70° 30' West 35.0 feet along low tide line on the South bank of the Svensen Slough;

Thence North 55° 47' East 483.6 feet along low tide line on the South bank of the Svensen Slough;

Thence North 44° along low tide line on the South bank of Svensen Slough;

Thence North 61° West 74.5 feet along low tide line on the South bank of the Svensen Slough;

Thence North 30° 46' East 129.7 feet along low tide line on the South bank of the Svensen Slough;

Thence North 55° 14' East 172.0 feet along low tide line on the South bank of the Svensen Slough;

Thence North 68° 39' East 158.4 feet along low tide line on the South bank of the Svensen Slough;

Thence North 75° 32' East 168.7 feet along low tide line on the South bank of the Svensen Slough;
Thence North 87° 04' East 201.1 feet along low tide line on the South bank of the Svensen Slough;
Thence North 71° 12' East 131.2 feet along low tide line on the South bank of the Svensen Slough;
Thence North 72° 33' East 84.3 feet along low tide line on the South bank of the Svensen Slough;
Thence South 0° 30' East 32.0 feet, more or less, to high tide line and the point of beginning.

EXCEPTING THEREFROM any portion lying within the Railroad Right of Way.

ALSO including the following parcel: A tract of land in the Southeast quarter of the Southeast quarter of Section 15, on the South side of Svensen Slough, described as beginning at a point on the high tide line on the South side of Svensen Slough on the line between Sections 14 and 15, approximately 1,049.5 feet North of the corner to Section 14, 15, 22 and 23, Township 8 North, Range 8 West, Willamette Meridian, County of Clatsop, State of Oregon;

Thence South 80° 24' West 69.4 feet along the high tide line on the South bank of Svensen Slough;

Thence South 70° 44' West 148.4 feet along said high tide line;

Thence South 66° 45' West 218.6 feet along said high tide line;

Thence South 64° 34' East 130.6 feet along said high tide line;

Thence South 64° 16' West a distance of 50.6 feet along said high tide line

Thence South 57° 32' West 373.4 feet along said high tide line:

Thence South 56° 33' West 439.2 feet to the intersection of the North line of the Railroad Right of Way;

Thence Northeasterly along said right of way to the intersection with the East line of Section 15;

Thence North along said East line, to the point of beginning.

Real Market Value \$17,356 Minimum Bid \$4,000 CASH

18-05 ASSESSOR'S ACCOUNT #808190000104

LEGAL DESCRIPTION: All that part of the Northeast quarter of the Northeast quarter of Section 19 and all that part of Lot 1 of Section 18, Township 8 North, Range 8 West, Willamette Meridian, situated and lying North of the Columbia Highway (U.S. No. 30) in Clatsop County, Oregon, and also being a portion of those tidelands and premises conveyed by the State of Oregon, to Ed M. Zahl, by Deed recorded in Book 25, Page 122, Deed Records of Clatsop County, Oregon.

EXCEPTING THEREFROM: Any portion lying within the Burlington Northern Railroad Right of Way.

ALSO EXCEPTING THEREFROM: Beginning at the intersection of Northerly right of way line of the Columbia River Highway with the East line of the West half of the Northeast quarter of the Northeast quarter of Section 19, Township 8 North, Range 8 West, Willamette Meridian;

Thence North along the East line of said West half of the Northeast quarter of the Northeast quarter and its extension to the low water line of Columbia River;

Thence Easterly along said low water line to the East line of Section 18, Township 8 North, Range 8 West, Willamette Meridian;

Thence South along said East line of Section 18 and Section 19 to Northerly right of way line of said Columbia River highway;

Thence Westerly along said right of way line 660 feet, more or less to the point of beginning.

Real Market Value \$6,405 Minimum Bid \$500 CASH

18-06 ASSESSOR'S ACCOUNT #808300004300

LEGAL DESCRIPTION: Lot 18, Block 11, Astoria Heights, as shown on the maps and plats of Clatsop County, State of Oregon

Real Market Value \$50 Minimum Bid \$100 CASH

18-07 ASSESSOR'S ACCOUNT #80918BB00500

LEGAL DESCRIPTION: Lot 2 Block 24, Taylor's Astoria, as platted and the plat thereof recorded by Peninsular Land Company and Hammond Lumber Company, in the City of Astoria, County of Clatsop, State of Oregon.

Real Market Value \$179,431 Minimum Bid \$90,000 CASH

18-08 ASSESSOR'S ACCOUNT #80909CA12900

LEGAL DESCRIPTION: That portion of Lot 1, in Block 2, in the Town, now City of Astoria, as laid out and recorded by J. M. Shively and established by the Circuit Court of the State of Oregon for said County of Clatsop, as is described as follows. To-wit: Beginning at the northwest corner of said Lot 1

Thence Southerly along the west side of said Lot 115 feet;

Thence Easterly at right angles to said West side 50 feet;

Thence Northerly 115 feet to the Northeast corner of said Lot;

Thence Westerly 50 feet to the place of beginning.

Real Market Value \$167,239 Minimum Bid \$40,000 CASH

18-09 ASSESSOR'S ACCOUNT #80930BB01400

LEGAL DESCRIPTION: : Lots 1, 2, 3 and 4, Block 33, Astoria Marine Iron Works Addition, according to the official recorded plat thereof, in Clatsop County, State of Oregon, TOGETHER with that portion of Vacated "B" Street, which inures thereto by operation of law, as disclosed by Resolution and Order recorded in Book 645, Page 780, Clatsop County Deed Records.

Real Market Value \$27,134 Minimum Bid \$2,500 CASH

18-10 ASSESSOR'S ACCOUNT #81021DC04400

LEGAL DESCRIPTION: Lot 5, Block 3, Skipanon Addition to Astoria, in the City of Warrenton, County of Clatsop, State of Oregon

Real Market Value \$64,146 Minimum Bid \$50,000 CASH

18-11 ASSESSOR'S ACCOUNT #81033A002000

LEGAL DESCRIPTION: A tract of land in Section 33, Township 8 North, Range 10 West, Willamette Meridian, Clatsop County, Oregon, described as follows:

Beginning at the intersection of the East right of way line of the Old Oregon Coast Highway 101(also known as Hwy 104) and the dividing line of the North and South halves of Solomon Smith Donation Land Claim 40;

Thence South along said East right of way line 262 feet to the True Point of Beginning;

Thence continuing South along said East right of way line of said highway a distance of 209 feet to a point;

Thence East 209 feet to a point;

Thence Northwesterly 209 feet to a point 209 feet from the true point of beginning;

Thence West 209 feet to the true point of beginning.

Real Market Value \$62,131 Minimum Bid \$50,000 CASH

NOTICE OF COUNTY LAND SALE

Pursuant to ORS 275.110 and Resolution and Order of the Clatsop County Board of Commissioners dated February 28, 2018, at 10:00 a.m. on **Tuesday, March 27, 2018**, 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 \$	Min. Bid
18-01	61022BA-800	40 Wahanna Rd Seaside	0.26	196,007	100,000
18-02	70922-501	88875 Youngs River Rd	1.10	84,949	75,000
18-03	80815-1500, 1600	Svensen Slough	2.37	4,827	3,000
18-04	80815-1700, 1800	Svensen Slough	4.26	17,356	4,000
18-05	80819-104	Claremont	1.76	6,405	500
18-06	80830-4300	John Day	0.06	50	100
18-07	80918BB-500	419 Floral Ave Astoria	0.10	179,431	90,000
18-08	80909CA12900	611-31 st Street Astoria	0.13	167,239	40,000
18-09	80930BB-1400	Jeffers Garden	0.64	27,134	2,500
18-10	81021DC-4400	1088 SE Main Ct Warrenton	0.13	64,146	50,000
18-11	81033A-2000	Hwy 104 Warrenton	1.00	62,131	50,000

SALE TERMS: Cash or Certified Check by 5:00 p.m. on day of sale, except for parcels 18-01, 18-02, 18-07, 18-08, 18-10 & 18-11, which require a non-refundable deposit of 10% of the minimum bid down by 5 P.M. on the day of sale and balance due in 30 days (April 27, 2018).

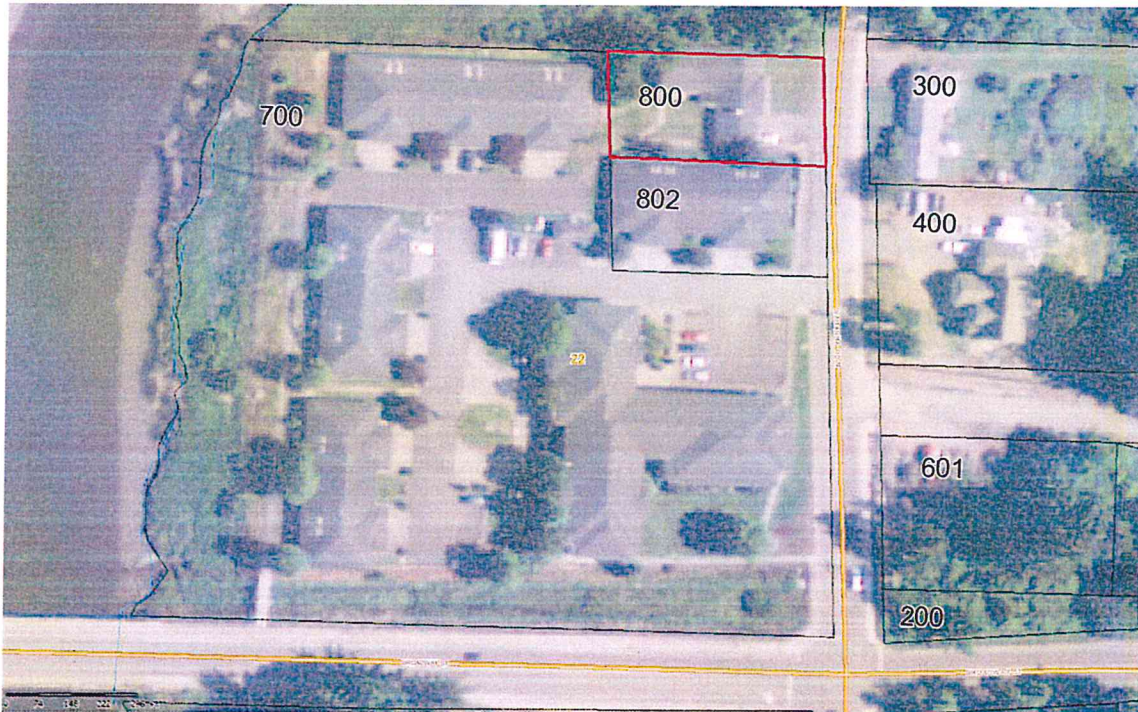
Clatsop County shall not warrant or defend the titles of the properties offered for sale to be free of defects or encumbrances and will not warrant that its foreclosure proceedings or any other proceeding authorizing sale of these properties to be free of defects and will only sell and convey such titles, 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

Publication dates: March 2, 9, 16 & 23, 2018
The Daily Astorian

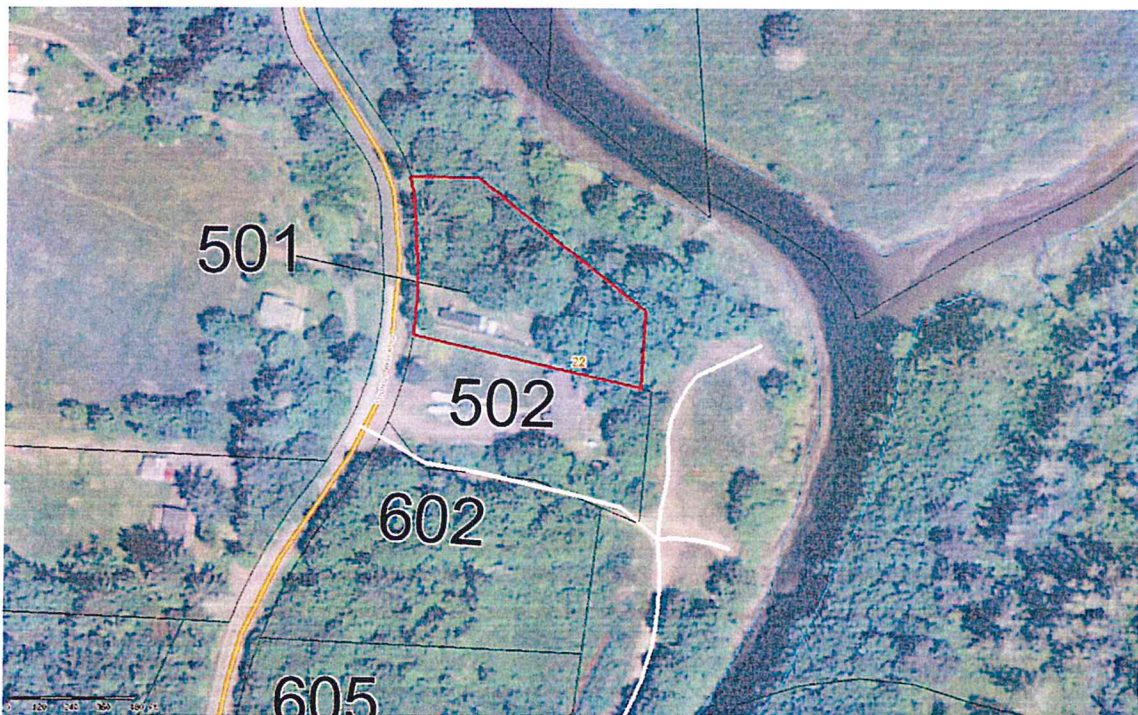
PARCEL # 18- 01

MAP # 61022BA00800	Minimum Bid: \$100,000 CASH
Real Market Value \$196,007	Assessed Value \$190,421
Acreage: 0.26	General Area: 48 N Wahanna Road, Seaside
Zoning: R3-High Density Residential	Special Overlay: 100 yr. Flood-zone and portion in Floodway
Comments: Most recent floorplan is a duplex. House has two areas of damage from a leaking roof.	



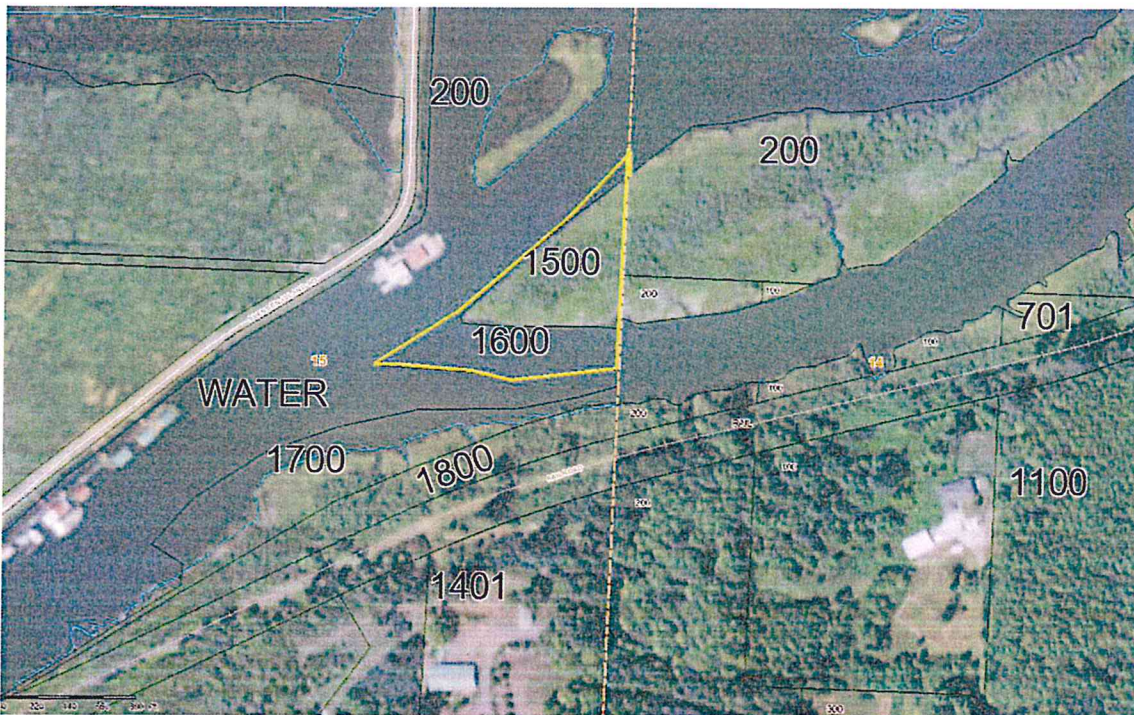
PARCEL # 18- 02

MAP # 709220000501	Minimum Bid : \$75,000 CASH
Real Market Value \$83,242	Assessed Value \$60,051
Acreage: 1.10	General Area: 88875 Youngs River Road, Astoria
Zoning: AF-Agriculture Forest	Special Overlay:
Comments: Has a single wide 1971 MH on site, RMV does not include the value of the MH of \$1,707	



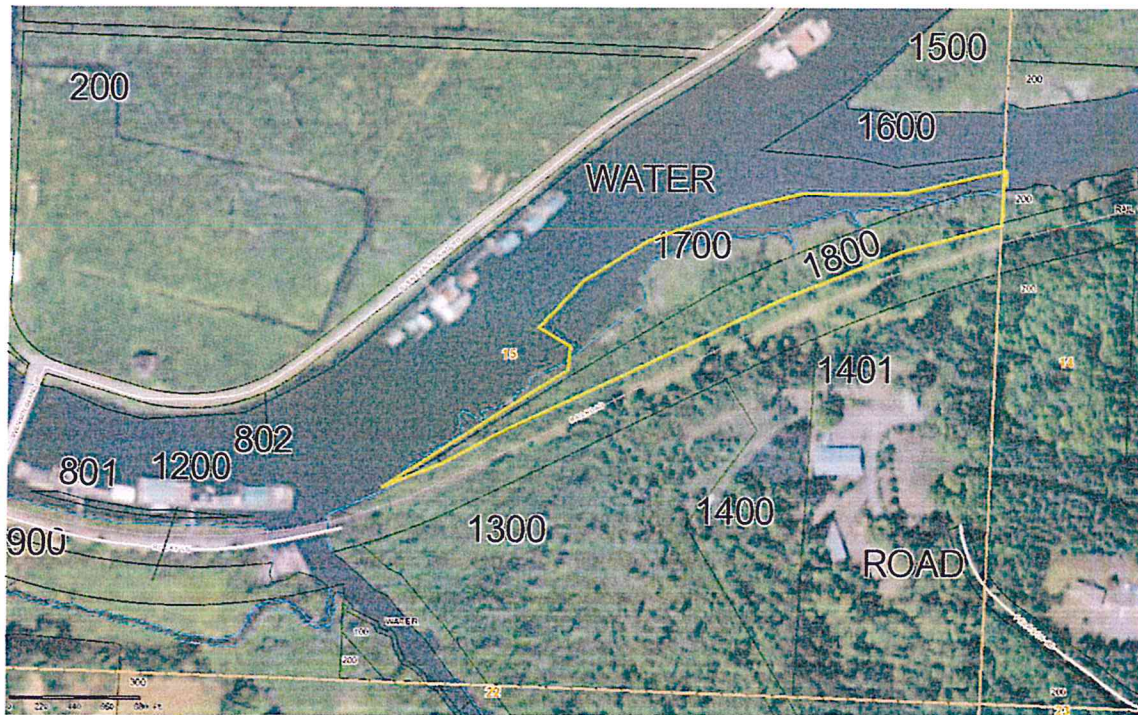
PARCEL # 18-03

MAP # 808150001500, 1600	Minimum Bid: \$3,000 CASH
Real Market Value \$4,827	Assessed Value \$4,827
Acreage: 2.37	General Area: Svensen Slough tidelands
Zoning: A-2, Aquatic Conservation	Special Overlay: 100 Year Flood Zone
Comments: No access by land.	



PARCEL # 18- 04

MAP # 808150001700, 1800	Minimum Bid: \$4,000 CASH
Real Market Value \$17,356	Assessed Value \$16,251
Acreage: 4.26	General Area: Near Svensen Slough
Zoning: AC-2 & AN Aquatic Conservation Two & Aquatic Natural	Special Overlay: 100 Yr. Flood zone
Comments: No platted access from land.	



PARCEL # 18- 05

MAP # 8081900000104	Minimum Bid: \$500 CASH
Real Market Value \$6,405	Assessed Value \$555
Acreage: 1.76	General Area: East of Astoria, Hwy 30 Claremont area
Zoning: RA-1, Residential Agriculture 1	Special Overlay:
Comments: No platted access from land.	



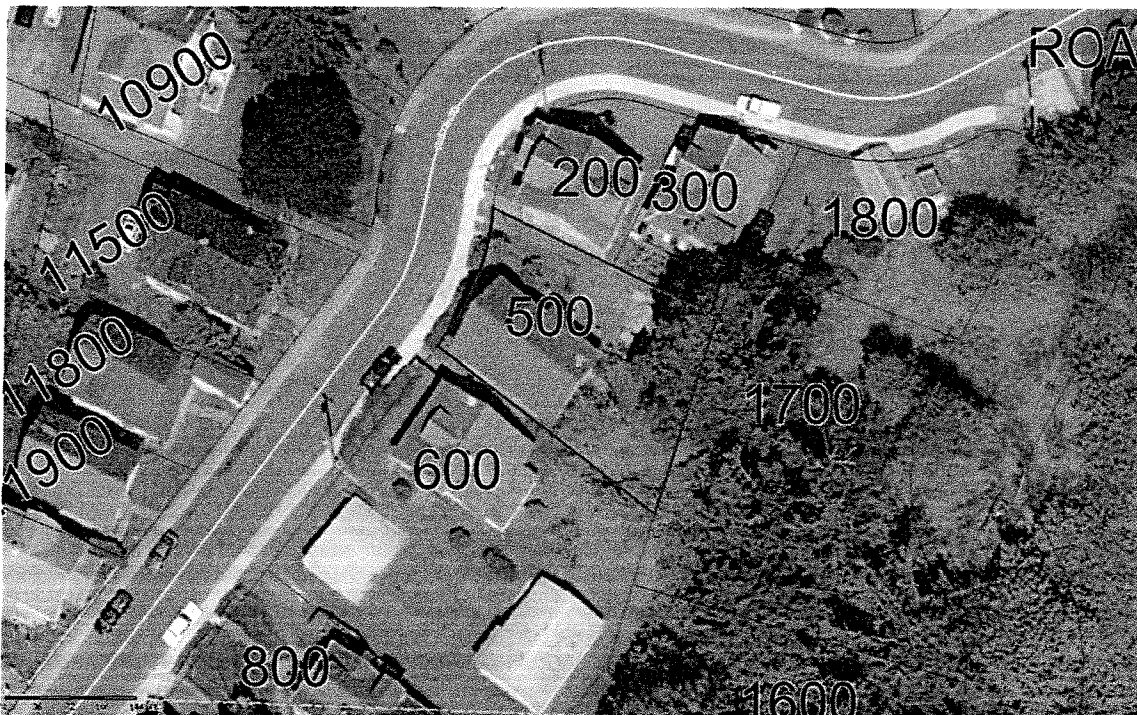
PARCEL # 18-06

MAP # 808300004300	Minimum Bid: \$100 CASH
Real Market Value \$ 50	Assessed Value \$32
Acreage: 0.06	General Area: John Day
Zoning: F80-Forest 80 Conservation	Special Overlay: Landslide Topography
Comments: No improved access.	



PARCEL # 18- 07

MAP # 80918BB00500	Minimum Bid : \$90,000 CASH
Real Market Value \$179,431	Assessed Value \$133,168
Acreage: 0.10	General Area: 419 Floral Ave., Astoria
Zoning: R3-High Density Residential	Special Overlay: Landslide Topography
Comments: Deferred maintenance	



PARCEL # 18- 08

MAP # 80909CA12900	Minimum Bid: \$40,000 CASH
Real Market Value \$167,239	Assessed Value \$101,645
Acreage: 0.13	General Area: 611-31st St. Astoria
Zoning: C3-General Commercial	Special Overlay: Landslide topography
Comments: On National Historic Registry, for restoration requirements, please contact the City of Astoria. Much deferred maintenance.	



PARCEL # 18-09

MAP # 80930BB01400	Minimum Bid: \$2,500 CASH
Real Market Value \$27,134	Assessed Value \$2,191
Acreage: 0.64	General Area: Jeffers Garden, behind Astoria Auto Wrecking
Zoning: RCR and EFU Rural Community Residential Exclusive Farm Use	Special Overlay: 100 Yr. Flood zone
Comments: Portion in slough	



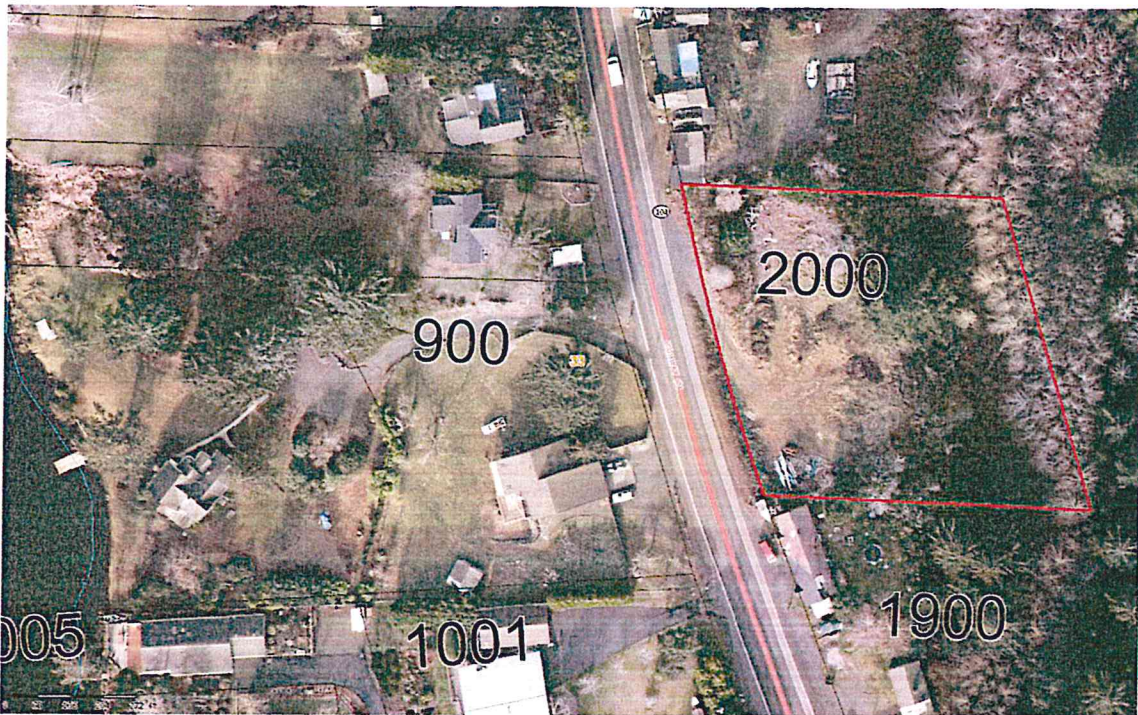
PARCEL # 18- 10

MAP #81021DC04400	Minimum Bid: \$50,000 CASH
Real Market Value \$64,146	Assessed Value \$60,564
Acreage: 0.13	General Area: 1088 SE Main Court, Warrenton
Zoning: RH-High Density Residential	Special Overlay:
Comments: Deferred maintenance.	



PARCEL # 18- 11

MAP # 81033A002000	Minimum Bid: \$50,000 CASH
Real Market Value \$62,131	Assessed Value \$52,943
Acreage: 1.00	General Area: 91933 Hwy 104, Warrenton
Zoning: SFR-1, Single Family Residential	Special Overlay:
Comments: Below grade, slopes off of road.	



**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

February 28, 2018

Issue/Agenda Title: Adopt Proposed Fee Schedule to be implemented March 1, 2018

Category: Business Agenda

Prepared By: Monica Steele, Budget & Finance Director

Presented By: Monica Steele, Budget & Finance Director

Issue before the Commission: Allow the opportunity for public comment pursuant to ORS 294.160 and following any public comment adopt the proposed County-wide Fee Schedule to become effective on March 1, 2018.

Informational Summary: With legislative changes throughout the fiscal year there are some fees that are set by statute and added throughout the year that are not reflected in the adopted fee schedule. In an effort to control these costs the county has added a disclaimer that “Any fee set by statute not appearing in this schedule may be subject to collection accordingly”. Additionally, as a result of a new “Garnishee Research Fee” that is set by statute, the Assessment and Tax office has added this fee which will be collected by the garnishee to reimburse the county for payments made to the financial institution researching the garnishment.

Pursuant to ORS 294.160 it is necessary that the Board hold a public hearing to consider testimony from any and all persons who may wish to comment on the proposed fee schedule for Clatsop County. Following the public hearing and after consideration of testimony county staff requests that the Board adopt the proposed fee schedule with an implementation date of March 1, 2018.

Fiscal Impact: The overall fiscal impact would be a net zero; the amount collected by the county will be reimbursing the county for payment the county is required to make upfront to the researching financial institution.

Options to Consider:

1. Allow the opportunity for public comment and adopt the proposed fee schedule as presented.
2. Allow the opportunity for public comment and adopt the proposed fee schedule with Board revisions.
3. Allow the opportunity for public comment and maintain the existing fee schedule as it currently is.

Staff Recommendation: Option #1

Recommended Motion: *“The Board allow the opportunity for public comment and after considering all comments adopt the proposed fee schedule to be implemented effective March 1, 2018 as presented.”*

Attachment List: Exhibit A – Proposed Fee Schedule

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

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

RESOLUTION AND ORDER

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

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

WHEREAS, the change in fees and charges was presented for public comment at the Board of Commissioner's meeting on February 28, 2018;

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the attached schedule of fees and charges for Clatsop County be adopted to become effective March 1, 2018.

Adopted this 28th Day of February 2018.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Sarah Nebeker, Vice Chair

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

SUBJECT: Fees and Charges for County Services

DATE: February 13, 1995 **REVISED:** February 2018

Adopted by Board Resolution Feb. 28, 2018. Fees effective March 1, 2018

POLICY

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

Any fee set by statute not appearing in this schedule may be subject to collection accordingly.

A. ALL DEPARTMENTS

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

Photocopy fee 11 X 17" 50 cents per page

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

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

Video Tape Duplication\$15 per tape

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

Meeting Agendas:

Picked up for news media reporter No Charge

Mailed: Single meeting\$2 minimum mail charge

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

Agenda Packets:

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

All others See photocopy fee above

FAX \$2 per document

Refunds: For overpayments in excess of \$10 only

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

Billing Charge.....\$7.50 per copy

File Location and Research.....\$15 per quarter hour or fraction thereof

a. Location of requester's personal file or current work files.....No Charge

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Image Access Fee.....	30 cents per page or image	
Labels	\$13 per page plus standard report time (see below)	
Standard Report Time	\$5 per quarter hour of staff time AND 25 cents per page FTP or email report.....	\$8 per report or file
Network Equipment Usage	\$25 per hour	

B. ANIMAL CONTROL

CLATSOP COUNTY ANIMAL CONTROL SERVICE FEES

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

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

C. ASSESSOR FEES

Assessor Maps

Public Agency or representative of public agency: Half Price

Assessor Plats

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

Reproduction of Material

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

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

Fees Set by Law

Warrant Fees	\$20 or cost, whichever is more
Redemption Fees	\$15 or cost, whichever is more
Lien Search Fee – year 1	Set by Statute
Lien Search Fee – subsequent years	Actual cost
Foreclosure Penalty5 percent of total judgment taxes
Garnishee Research Fee	Set by Statute

Research Fee per Document, plus 25 cents per copy	\$3.75
Research Fee per Quarter Hour	\$15
Consolidations (Cancel and Combine)	\$35
Proration of Value request (Deeds)	\$35
Subdivisions/Partitions/Condos	\$75
Room Tax Determination Fee	\$50
Appraisal Jacket Retrieval	\$2

Farm/Forest

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

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Conservation Easement Application Fee	Set By Statute
Exemptions	
Application Fee for Special Org\$50
Late Filing Fee	Set By Statute
Veteran Late Filing Fee.....	Set By Statute
Leased Property Application Fee.....	\$50
Open Space Application	\$250
Open Space Disqualification	\$250
Manufactured Structures	
Transfer Fee	Set By Statute
Exemption Fee	\$50
Trip Permit	Set By Statute
Unexemption Fee	\$50
Research Fee	Hourly/Staff Rates

D. BUDGET AND FINANCE

NSF Charge	\$25
Copy of Proposed or Adopted Budget	\$35

E. COMMUNITY DEVELOPMENT - BUILDING CODES

Building Permit Fees

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

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

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

Medical Gas and Process Piping Permit Fees

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

Residential Fire Protection NFPA 13-D System Permit Fees

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

Mechanical Permit Fees

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

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Plumbing Permit Fees

One and Two Family Dwellings

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

*Includes first 100 feet of sanitary, storm and water service

Existing Residential Additions/Remodels or Alterations

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

Commercial, Multi-Family and Industrial

New, additions, remodels, alterations

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

Manufactured Dwelling Placement Permit Fees

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

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

Manufactured or RV Park Development Permit Fees

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

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

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Over 100.01 KVA Use standard service and feeder fees below

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

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

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

Plan Review Fees

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

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

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

Miscellaneous Building Fees

Moving structure permit, other than U-1	\$583
Moving structure permit, U-1 and Uninhabitable.....	\$292
Demolition permit, residential	\$106
Demolition permit, commercial less than 4,000 square foot.....	\$152
Demolition permit, commercial larger than 4,000 square foot	\$302

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

Permit Extensions

Extension of permits shall be requested in writing with justifiable cause demonstrated. Extension request must be received prior to the expiration date of the permits.

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

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

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

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Commercial permit extension fee (Each code discipline)	
1 st request	\$106
2 nd request	\$212

Renewal of Expired Permits

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

Code Enforcement

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

F. COMMUNITY DEVELOPMENT - PLANNING

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

Appeals

Director to Planning Commission/Hearings Officer –refunded if appellant prevails.....	\$250
Hearings Officer/Planning Commission Decision to Board of Commissioners	\$3169

Permits and Reviews

Agency Sign-Off (Compatibility) - don't require development of findings	\$57
Agency Sign-Off (Compatibility) - requiring development of findings	\$214
Beach Front Protection 1 – 5 lots.....	\$832
Beach Front Protection 6+ lots.....	\$887
Commercial Site Plan Review	\$205
Comprehensive Plan or Zoning Ordinance Map Amendment	\$3717.81
Comprehensive Plan or Zoning Ordinance Text Amendment.....	\$4140
Conditional Use (CUP) - Type IIa, Type III.....	\$919
Conditional Use (CUP) - Type II	\$658
Development Permit - New or Expanded.....	\$84
Extensions - Partitions	\$94
Extensions - Subdivisions.....	\$97

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Extensions - All others	Actual Cost at Per Hour Rate
Floodplain and Other Review Type I	\$111
Floodplain and Other Review Type II	\$441
Geologic Hazard Review	\$441
Goal 5 Economic, Environmental, Social and Energy Consequences Review	\$4140
Goal Exception.....	\$4140
Lot of Record	\$163
Other Hearings, Non-Conforming Use, Etc.	\$1300
Arch Cape Short Term Rental Permit	\$111
Partitions	\$441
Pre-App conference	\$248
Property Line Adjustment	\$163
Resource Zone Dwellings (F-80, AF, and EFU).....	\$901
Review Use Minor	\$658
Review Use Major	\$864
Sign Permit	\$59
Similar Use Authorization.....	\$2576
Site Visit.....	\$139
Subdivision – 4-6 lots.....	\$1569
Planned Development & Destination Resort (requires zone change fee) Subdivision - seven (7) or more lots.....	\$3989
Temporary Use - Original	\$159
Temporary Use - Renewal	\$50
Third Party Review of Technical Reports.....	Actual Cost at Per Hour Rate
Variance.....	\$1661
Violation	Double Application Fee

Rural Addressing

New or changed address issued or changed at request of property owner.....	\$194
New or changed road name issued or changed at request of property owner.....	\$229
Replacement address stakes	\$59

Other

Copies (paper)	\$0.25/page
CD Copies of Ordinances, Standards Document, Goals, or Policies.....	\$5
Public Works Grading & Drainage Review	
1st 30 minutes	\$59
Additional time	\$100/hour

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G. COUNTY CLERK & ELECTIONS

BoPTA Filing Fee	\$35
Liquor License	Set by Statute
Liquor License Renewal	Set by Statute
OLCC New Application	Set by Statute
Precinct Maps	\$7
Marriage License/Domestic Partnerships	\$50
Marriage Ceremony [ORS 205.320(6)]	Set by Statute
Marriage 3-Day Waiver	\$15
Wedding Witness Service Fee	\$10/per witness
Certification of Copies	Set by Statute
Certification of Marriage License	Set by Statute
Add'l copies	Set by Statute
Certification of Voter Registration	Set by Statute
Election Report/Lists	See OAR 165-002-0020
Passport Processing	Set by Statute
Passport Photo	\$15
Registering each additional page of a document	Set by Statute
Registering each additional transaction of a document	Set by Statute
Appointment of Trustee	Set by Statute
Death Certificate	Set by Statute
Deed	Set by Statute
Easement	Set by Statute
Judgement	Set by Statute
Lien/Lien Satisfaction	Set by Statute
Lien/Lien Satisfaction w/o HAT	Set by Statute
IRS Lien	Set by Statute
Mortgage/Deed of Trust/Line of Credit	Set by Statute
Mortgage Satisfaction	Set by Statute
Non-Standard Form Fee, Per Document	Set by Statute
Military Discharge DD-214	No Charge
Partial Reconveyance	Set by Statute
Partition Plat Map	Set by Statute
Power of Attorney	Set by Statute
Reconveyance	Set by Statute
Satisfaction of Judgement	Set by Statute
Substitution of Trustee	Set by Statute
Town Plat Map	Set by Statute
UCC Filing on OR 1A Form	Set by Statute
Research Fee Per Document	Set by Statute
Research Fee Per Quarter Hour	\$15

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Photocopy Fee Per Page.....	\$0.25
Mailing Fee	\$4
Express Mail Fee.....	\$25
Fax Charges	\$3
Candidate Voters Pamphlet Statement	Per Statute
Annexation Appl – Expansion of District (for one parcel)	\$100
Annexation Appl – New District Formed or W/drawal of area from Dist.	\$500
Annexation Appl – Urban Renewal	\$2,500

H. DISTRICT ATTORNEY

Photocopy Charges:

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

I. GIS FEES

PAPER MAPS:

STANDARD MAP PRODUCTS

A/B size (8 ½ x 11 – 13 x19”).....	\$5
.....	<i>Add \$3 for color, orthophotos, saturated shading</i>
C/D size (24” sheet roll) Standard map products.....	\$25 per sheet
.....	<i>Add \$10 for color, orthophotos, saturated shading</i>
.....	<i>Discounted price for government, nonprofit organizations, bulk rate</i>
.....	<i>\$20 per /sheet</i>
.....	<i>Add \$10 for color, orthophotos, saturated shading</i>
E Size (36” sheet roll) Standard map products.....	\$35 per sheet
.....	<i>Add \$15 for color, orthophotos, saturated shading</i>
.....	<i>Discounted price for government, nonprofit organizations, bulk rate</i>
.....	<i>\$30 per sheet</i>
.....	<i>Add \$3 for color, orthophotos, saturated shading</i>
Programming Fee for custom maps and analysis.....	\$75 per hour
All Department – FTP or e-mail Charge	\$8

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

DIGITAL MAP PRODUCTS

Tax maps (PDF format).....	\$100 entire county
.....	\$25 per township-range
County layers (roads, hydro, PLSS, elevation, soils, etc.).....	\$100 entire county
.....	\$25 per layer
2002 color orthophotos – per ¼ township	\$100

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

PUBLIC WORKS/SURVEYOR MAPS

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

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J. INFORMATION SYSTEMS

Information Systems Manager	\$90/hour
Custom Programming	\$75/hour
Network Installation/Support	\$75/hour
Telecom Installation/Support	\$75/hour
PC Installation/Support	\$50/hour
Remote Access Setup	Cost Recovery

K. JUVENILE DEPARTMENT

Probation Supervision

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

L. PARKS

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

Cullaby Lake Park

Entry Fee	\$5 per vehicle
Shelter Fee	\$35 per group
John Day	\$5 day use fee
Carnahan Park	\$5 day use fee
Annual County Pass	\$30
Annual Pass Extended User	\$75
<i>Includes \$30 Annual Pass. If applicant already has an annual pass, cost will be reduced to \$50.</i>	
Extended User – Lost Key Replacement Fee	\$30

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

Commercial Film Use Fees

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

Exclusive Use Fees

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

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

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Exclusive Use of Cullaby Lake Boat Ramp

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

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

M. PUBLIC HEALTH SERVICES

Licenses are purchased on a calendar year basis January –December

Proration of half the annual fee occurs October 1

FOOD SERVICE

Full Service Restaurant Fees are based on Seating Criteria

0-15 Seats	\$453
16-50 Seats	\$510
51-150 Seats	\$582
Over 150 seats	\$648
Bed & Breakfast	\$189
Limited Service Restaurant	\$258
Commissary	\$324
Mobile Unit	\$160
Warehouse	\$129
CHANGE OF OWNERSHIP FEE	\$72

*A license expires annually on December 31.

To reinstate a license after December 31 expiration, the applicant must pay a reinstatement fee of \$100.00 in addition to the license fee required. The reinstatement fee shall increase by an additional \$100.00 on the first day of each succeeding month until the license is reinstated.

PLAN REVIEW FOR FOOD SERVICE

INITIAL CONSTRUCTION

Full Service Restaurant	\$165
Bed & Breakfast	\$103
Limited Service Restaurant	\$103
Commissary	\$165
Mobile Unit	\$103
Warehouse	\$72

REMODELING

Full Service	\$124
All Other Food Facilities	\$72

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

TEMPORARY RESTAURANT LICENSES

Single Event:

One day\$46

Two or more days.....\$91

Operational Plan Review

*Required for Intermittent & Seasonal Licenses\$52

Intermittent: 30 days.....\$91

Seasonal: 90 days\$91

Hourly Re-inspection Fee

*Charged in 15 minute increments\$91

TOURIST FACILITY

Bed & Breakfast.....\$82

Travelers Accommodation\$82

Organizational Camp\$82

Picnic/Recreational Park \$82 base, plus surcharge per spaces, see below

\$2.60 per space For 1-50 spaces, plus

\$2.10 per space For 51-100 spaces, plus

\$1.55 per space For over 100 spaces

CHANGE OF OWNERSHIP FEE.....\$70

*A license expires annually on December 31.

Facilities that renew later than January 15th will be assessed a penalty fee of 50% of the original fee, and another 50% on the first day of each successive month of delinquency.

SWIMMING POOL & SPA

First Pool/Spa\$140

Each additional Pool/Spa.....\$82

Plan Review for Pool/Spa\$316

OTHER FEES

Day Care Inspections\$165

Schools-Full Service\$103

Schools-Satellite\$67

Head Start.....\$103

Inspection for School Lunch Program\$52

Food Handlers Training\$10

Duplicate Food Card Fee \$5

Hourly Environmental Health rate:

Social/Mass Gathering Event.....\$91

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

COMMUNITY HEALTH & FAMILY PLANNING

*Immunizations

Child Immunizations (0 through 18 yrs)	
Private Fee Ins. 1st Shot	\$54.77 + cost of vaccine
Additional Shots	\$14.19 + cost of vaccine
Child Immunizations (0 through 18 yrs)	State supplied vaccine fees will be waived if qualified
Adult Immunizations (19 yrs and older)1st Shot.....	\$54.77 + cost of vaccine
Additional shots.....	\$14.19 + cost of vaccine

**Office Visits

CD/STD Screening Visit Short	\$78
CD/STD Counseling Visit	\$96
CD/STD Counseling Visit Long	\$114
CD/STD Screening Visit Extended.....	\$133

***Family Planning Office Visits

Office Visit Short.....	\$85
Counseling Visit Short.....	\$100
Office Visit Long.....	\$115
Office Visit Extended	\$130
DMAP Visit Fee	\$135
CCARE Fee	\$150
Vasectomy Counseling	\$165
Vasectomy Procedure	\$800
IUD Insertion	\$147
IUD Removal.....	\$102
Nexplanon Procedure.....	\$359
Depo Provera Injection.....	\$43
Slide Pap Smear 21-24 yr olds and > 30	\$11.36
Liquid Paps 24-30 yr olds.....	\$25
Liquid Paps w/ HPV Reflex 24-30 yr olds.....	\$65
HPV Digene 21-24 yr olds and > 30	\$40
CCARE Drugs (ORS)	Acquisition Cost
CCARE Lab Tests (ORS)	Acquisition Cost
Condoms Female 3 pack.....	Acquisition Cost
Condoms.....	Acquisition Cost
Condoms Non latex (box 6)	Acquisition Cost
Contraceptive Foam	Acquisition Cost
Contraceptive Jelly	Acquisition Cost

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

Cycle Beads.....	Acquisition Cost
Fluconazole.....	Acquisition Cost
Mirena / Paragard IUD	Acquisition Cost
Lutera	Acquisition Cost
Depo Provera Injection.....	Acquisition Cost
Diaphragm	Acquisition Cost
Nexplanon	Acquisition Cost
Metronidazole	Acquisition Cost
Nuva RingAcquisition Cost	Acquisition Cost
Ortho Cyclen.....	Acquisition Cost
Ortho Micronor	Acquisition Cost
Ortho TriCyclen.....	Acquisition Cost
Ortho TriCyclen Lo	Acquisition Cost
Plan B One Step	Acquisition Cost
Orasure Test Kit	Acquisition Cost
Sulfamethoxazole tablets	Acquisition Cost
Venipuncture Test Kit	Acquisition Cost
Chlamydia/Gonorrhea Test (urine)	Acquisition Cost
Chlamydia/Gonorrhea Test (rectal/phar)	Acquisition Cost
Hemoglobin	Acquisition Cost
Hep A Total	Acquisition Cost
Hep B IgM	Acquisition Cost
Hep Bc AB	Acquisition Cost
Hep Bs AB	Acquisition Cost
Hep B AG	Acquisition Cost
Hep C Screen	Acquisition Cost
HIV	Acquisition Cost
Measles / Rubeola	Acquisition Cost
Mumps IgG	Acquisition Cost
Orasure Test	Acquisition Cost
Pap Smear.....	Acquisition Cost
Pregnancy Test	Acquisition Cost
QuantiFERON.....	Acquisition Cost
Syphilis.....	Acquisition Cost
Urinalysis	Acquisition Cost
Veniputure.....	Acquisition Cost
Wet Mount	Acquisition Cost

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

Other Charges

Vital Statistics Certified Copy Set by ORS 432.146

Medical Record Copy..... \$5 per 1/4hour plus 25 cents per page

Minimum request Fee for Medical Record\$5

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

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

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

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

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

BABIES FIRST

Babies First Services – State Set\$224.15

CaCoon (Care Coordination) – State Set\$263.41

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

MATERNAL & CHILD HEALTH

Initial Assessment – State Set\$24.59

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

High Risk Case Mgmt Full – State Set\$128.67

Home Environmental Assessment – State Set\$42.89

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

Case Mgmt Visit – State Set\$42.89

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

ONSITE WASTEWATER MANAGEMENT

RESIDENTIAL FEES.....County DEQ..... Total Fee

New Site Evaluations

Single Family Dwelling – First lot	\$710.....	\$100.....	\$810
Each additional lot evaluated during initial visit.....	\$710.....	\$100.....	\$810

Construction Installation Permits

New Construction-Standard seepage trench, redundant, absorption in Saprolite, steep slope, aerobic.....	\$1048.....	\$100.....	\$1148
New Construction-Alternative Treatment Tech (ATT), capping fill, pressurized, tile dewatering	\$1281.....	\$100.....	\$1381
New Construction-Sand filter bottomless, recirculating gravel.....	\$1575.....	\$100.....	\$1675
New Construction-Install holding tank	\$900.....	\$100.....	\$1000
New gray water disposal sump.....	\$471.....	\$100.....	\$571
Pump or siphon system needed-in addition to permit fee.....	\$75.....		\$75
Repair Residential-Minor (tank to distribution box).....	\$273.....	\$100.....	\$373
Repair Residential-Major (drain field)	\$560.....	\$100.....	\$660
Alterations-Minor (tank to distribution box).....	\$281.....	\$100.....	\$381
Alterations-Major (drain field).....	\$578.....	\$100.....	\$678
Reinstatement, Transfer, Renewals			
(original permit within 1 yr of expiration)-No visit	\$166.....	\$100.....	\$266
Reinstatement, Transfer, Renewals-Visit	\$545.....	\$100.....	\$645

Other Onsite Activities

Authorization Notice-no visit.....	\$167.....	\$100.....	\$267
Authorization Notice-Visit			
(required on systems greater than 10 years old).....	\$643.....	\$100.....	\$743
Existing System Evaluation-Visit (includes time of sale inspection, planning review, other system evaluations)			
	\$192.....	\$100.....	\$292
Mobile Hardship Renewal Authorization			
Field visit required.....	\$340.....		\$340
No field visit required.....	\$165.....		\$165

Miscellaneous

Research fee per quarter hour	\$18.....		\$18
Ordinance 901 Septic System Review.....	\$125.....		\$125
Records request fee, plus .25 cents a copy	\$4.....		\$4
EH field time (re-inspections, compliance) hourly, prorated at 15 minute increments.....			
	\$295.....		\$295

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

COMMERCIAL FEESCounty Fees Based on Gallons Per Day (gpd)..... DEQ

New Site Evaluations First 1,000 1,001-1,500 1,501-2,000 2,001-2,500

Commercial Facility System

-First 1,000 gallons projected flow..... \$810 \$990 \$1172 \$1354 \$100

Construction Installation Permits ... First 1,000 1,001-1,500 1,501-2,000 2,001-2,500

New Construction-Standard seepage

trench, redundant, absorption in

saprolite, steep slope, aerobic \$1148 \$1246 \$1345 \$1445 \$100

New Construction-Alternative

Treatment Tech (ATT), capping fill,

pressurized, tile dewatering \$1381 \$1461 \$1542 \$1622 \$100

New Construction-Sand filter

bottomless, recirculating gravel \$1674 \$1819 \$1872 \$1968 \$100

New Construction-Install holding tank ... \$1102 \$1098 \$1196 \$1296 \$100

New gray water disposal sump \$471 \$670 \$768 \$867 \$100

Minor Repair Permit (tank to distribution box)..... \$487 \$100

Major Repair Permit (drain field)..... \$1048 \$100

Reinstatement, Transfer, Renewals

(original permit within 1 yr of expiration)-No Field visit \$156 \$100

Reinstatement, Transfer, Renewals- Field Visit \$536 \$100

Other Onsite Activities

Authorization Notice-no visit..... \$169 \$100

Authorization Notice-Visit

(required on systems greater than 10 years old)..... \$643 \$100

Existing System Evaluation-Visit (includes time of sale

inspection, planning review, other system evaluations) \$192 \$100

Pumper Truck Inspection..... \$100

Miscellaneous

Research fee per quarter hour \$18.00

Records request fee, plus .25 cents a copy \$4.00

EH field time (re-inspections, compliance)

hourly, prorated at 15 minute increments \$295

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

N. PUBLIC WORKS

Roads Division

Permits

Operations on County or Public Roads \$-0-

Road Approaches \$-0-

Engineering Review

Development Engineering Review \$100/hr

Printing and Photocopy per A&T Fee Schedule

Will follow A&T/GIS fee schedule for maps produced by Roads GIS personnel

Surveyor Division

Survey Recording \$395*

Affidavit of Correction \$105

Subdivision Approval

Pre Monumented \$1790* + \$26 per lot

Post Monumented \$2400* + \$50 per lot

Condominium Approval \$2,570* + \$50/per UNIT

Repeated Field Checks \$100 per hour

Repeated Office Checks \$50 per hour

Partition Approval \$1,100*

Certified Copies \$10

Additional Page \$2

Vacation Index \$200

Road Vacation \$5786 + any additional costs

*cost includes first 5 pages \$25 for each additional page

Black and White Printing

8.5 x 11 \$0.25 per page

11 x 17 \$1.50 per sheet

18 x 24 \$2 per sheet

24 x 36 \$5 per sheet

Emailed images \$2 per document

Color Printing

8.5 x 11 \$5

11 x 17 \$8

18 x 24 \$20

Emailed images \$5 per document

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

O. SHERIFF'S OFFICE PAROLE AND PROBATION SERVICES

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

SHERIFF – CORRECTIONS DIVISION

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

SHERIFF – SUPPORT & CIVIL

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

CLATSOP COUNTY ADMINISTRATIVE POLICY & PROCEDURE A-9

Vehicle Impound	\$50
Vehicle/Equipment Storage – Daily.....	\$10
Cost for travel in excess of 75 miles to service location.....	By Statute
Vehicle Rent + Federal Mileage Rate – Daily.....	\$25
Command Vehicle – Daily	\$200
Deputy Sheriff	Actual Cost
Equipment.....	Actual Cost
Reserve Deputies	Actual Cost

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

February 28, 2018

Issue/Agenda Title: Budget Committee Appointments

Category: Business Agenda

Prepared By: Monica Steele, Budget & Finance Director

Presented By: Monica Steele, Budget & Finance Director

Issue before the Commission: Appointment of Budget Committee members to three vacant seats

Informational Summary: There are three vacancies currently on the Budget Committee for Districts 1, 2, and 3; these vacancies were advertised in the month of January 2018. The term for District 1 is a full term appointment expiring on February 28, 2022; the other two terms are unexpired terms that expire on February 28, 2020.

We received a total of seven applicants; of those applicants two are ineligible due to their participation on the County Board of Property Tax Appeals (Dr. Frank Mansfield and Jim Azumano). When possible it is the intent to fill vacancies with a representative from each district.

The following applications were received including their corresponding districts with which they live:

District 1: Andy Davis and Russ Farmer
District 2: Greg Sawyer
District 3: Bryan Kidder and Robert Johnstone
District 5: Robert Fuller

Based on the current district vacancies and the qualifications of the applicant's staff are making the following recommended appointments:

District 1: Russ Farmer full term appointment ending February 28, 2022
District 2: Greg Sawyer unexpired terms that expire on February 28, 2020
District 3: Robert Johnstone unexpired terms that expire on February 28, 2020

Fiscal Impact: None

Options to Consider:

1. Appoint Mr. Farmer, Mr. Sawyer, and Mr. Johnstone to the Budget Committee as recommended by staff.

2. Make a difference selection of Committee members from the list of applicants
3. Choose not to make a selection and leave the seats vacant.

Staff Recommendation: Option #1

Recommended Motion: *“I move that the Board appoint Mr. Farmer, Mr. Sawyer, and Mr. Johnstone to the Clatsop County Budget Committee”*

Attachment List:

- A. Budget Committee applications

COMMITTEE, BOARD OR COMMISSION APPLICATION
CLATSOP COUNTY

Date: February 3, 2018

Russ Farmer

Name

PO Box 329

Mailing Address

Astoria, OR 97103

City

Street Address: 1 3rd Street, #501, Astoria, OR 97103 Email: russnsue@charter.net

Home Telephone: _____ Other Telephone: 503.298.0160

work cell phone)

Current Occupation: Retired

Years Resident of County: 58

Do you live within the city limits: Yes No

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

Committee, Board of Commission Applied for:

1. Budget Committee
2. _____
3. _____

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

I've served on the budget committee for a number of years and understand the budget process, and the citizen role in budgeting. I've chaired the committee on several occasions and can orchestrate a smooth, thorough, and inclusive meeting. I've enjoyed serving on the budget committee and hope to continue to do so in the future.

Please complete other side →

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

I think all citizens have a responsibility to give back to their communities as they're able, and as a long time County resident and former business owner my way of doing so is to serve on the Counties budget committee. I understand budgeting and numbers and I feel I can make a positive contribution to the budgeting process.

Russ Farmer

Signature

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



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

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Submission information

Form: [Committee Application - Online](#)
Submitted by Visitor (not verified)
Wednesday, February 14, 2018 - 2:48pm
172.28.0.1

Date

02/14/2018

Name

Greg Sawyer

Mailing Address

PO Box 723

City

Seaside

Street Address

2426 Ocean Vista Drive

Email

gregsawyermdphd@gmail.com

Telephone

509.654.0576

Current Occupation

Semi-Retired

Years Resident of County

4

In which Commissioner District do you reside?

2

Committee, Board or Commission applied for:

Clatsop County Budget Committee

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

MS in Industrial & Organizational Psychology, Masters in Public Health. 5 years in Health Department Administration in the City & County of San Francisco, 18 years as department director at Yakima Valley Memorial Hospital (YVMH), 17 years as a member of the administrative team at YVMH), 7 years as vice president of YVMH, 5 years as president and CEO of Memorial Physicians

in Yakima. Board experience on various tax-exempt entities. Familiar with and have past responsibilities for multi-million dollar budgets.

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

I am interested in further understanding Clatsop County financial goals & objectives. I am particularly interested in being a positive participating influence on how we deal with the various issues facing us here on the coast. I understand this committee to be one of those committees in which I would have the opportunity to both learn and contribute. I am looking forward to this experience.

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800 Exchange Street, Suite 410 Astoria, OR 97103

Source URL: <https://www.co.clatsop.or.us/node/2050/submission/394>

COMMITTEE, BOARD OR COMMISSION APPLICATION
CLATSOP COUNTY

Date: 1/24/18

Robert Johnstone

Name

P.O. Box 113

Mailing Address

Astoria, OR 97103

City

Street Address: 1398 Miller Ln., Astoria

Email: excomm7@hotmail.com

Home Telephone: _____ Other Telephone: 971-241-3504

work cell phone)

Current Occupation: Retired

Years Resident of County: 2

Do you live within the city limits: Yes No

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

Committee, Board of Commission Applied for:

1. Budget Committee
2. _____
3. _____

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

- ~ McMinnville City Council 1985-1991
- ~ Yamhill County Board of Commissioners 1995-2003
- ~ Mid-Valley Behavioral Care Network Board Chair 1997-2003
- ~ Association of Oregon Counties Board of Directors 1998-2003
- ~ Plan Loving Adoptions Now, Inc., Board of Directors Treasurer 2006-2012
- ~ NWSDS Advisory Council/Advocacy Coordinator and grant writer 2004-2015
- ~ Clatsop County Charter Review Committee 2017

Please complete other side →

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

I have 30 years of combined experience serving as an elected public official; as the treasurer of a private non-profit; and as an advocacy coordinator and grant writer. I believe these experiences could be useful to the Clatsop County Budget Committee.

I retired from full-time employment in 2015. I am a volunteer on the Astoria Riverfront Trolley, and served on the Clatsop County Charter Review Committee. I believe in the value of voluntary public service, and have the time and flexibility of schedule to commit to this responsibility.

Clatsop County is a wonderful place to live, and I look forward to further contributing to my community. I believe my background could be beneficial toward helping the county fulfill its mission, and appreciate the opportunity to serve in this capacity.

Thank you for your consideration of my application.

Robert Johnstone

Signature

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



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

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Submission information

Form: Committee Application - Online
Submitted by Visitor (not verified)
Friday, February 2, 2018 - 8:23am
162.249.109.163

Date
02/02/2018

Name
Andy Davis

Mailing Address
376 3rd St Apt 2

City
Astoria

Street Address

Email
crashdavis9@gmail.com

Telephone
503-741-5283

Current Occupation
Data Analyst

Years Resident of County
3

In which Commissioner District do you reside?
1

Committee, Board or Commission applied for:
Budget Committee

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

I routinely work with financial data in my professional work as a data analyst. I've done graduate work in public financing, public administration and public management. In the past, I've served as a member and vice-chair of the Bloomington (IN) Commission on Sustainability for two years, so I've had some experience working on public boards and commissions. I'm also currently serving on the City of Astoria Budget Committee.

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

I believe that one of the core responsibilities of the government is prudent financial management of public funds, and the opportunity to have input on the process is attractive to me. Additionally, public service is important to me and I want to use the skills that I've developed professionally and academically to benefit the community. I think that working in the budgetary process would allow me to help the county prosper.

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800 Exchange Street, Suite 410 Astoria, OR 97103

Source URL: <http://www.co.clatsop.or.us/node/2050/submission/393>

COMMITTEE, BOARD OR COMMISSION APPLICATION
CLATSOP COUNTY

Date: Jan. 31, 2018

Bryan Kidder

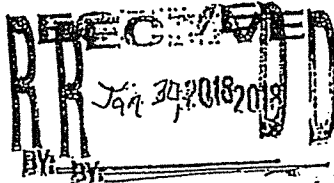
Name

1558 Jerome Ave.

Mailing Address

Astoria, OR 97103

City



Street Address: 1558 Jerome Ave., Astoria, OR 97103

Email: rbkidder@gmail.com

Home Telephone: 503-325-9010

Other Telephone: 503-298-7278

work cell phone)

Current Occupation: strategic communications consultant

Years Resident of County: 6 months

Do you live within the city limits: Yes No

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

Committee, Board of Commission Applied for:

1. Budget

2. _____

3. _____

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

I have a career of almost 40 years as a corporate communications professional, where I have been responsible for budget development and execution. In some cases, the annual budget exceeded \$1 million. I have also been part of the budgeting process for many of the non-governmental bodies I have been involved with through my communications career, such as chambers of commerce, United Way agencies and charitable organizations. I am currently a commissioner with the Sunset Empire Transportation District, a role that involves the establishment and review of the budget for the district.

Please complete other side →

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

I believe the humanity of a governmental body can be measured by where it spends money. My interest in being on the Budget Committee centers on the fair allocation of resources to provide the services needed by all segments of the community.

While I have no preconceived notion that there is wastefulness in the county budget, I would be looking for areas where my practical experience tells me excess may be found. I am also very sensitive to the "that's the way we always done it" mentality. Putting money into a specific program should not be considered a given and I would look at each request on its merits, not on its author.

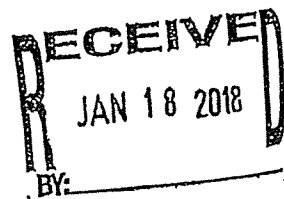
Finally, the budget process should be visible and open to the public -- more than just having citizens on the committee. I believe that there are multiple valid views on how our county budget should be constructed and I intend to get input from as many voices as I can to make sure the committee is listening to the wants of the taxpayer.

Bryan Kidder

Signature

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

email: commission@co.clatsop.or.us



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Submission #392

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Submission information

Form: Committee Application - Online
Submitted by Visitor (not verified)
Thursday, January 18, 2018 - 2:54pm
162.249.109.163

Date

Name
Robert S. Fuller

Mailing Address
PO Box 2800

City
Gearhart

Street Address
361 Hilltop Drive

Email
columbia-tech@comcast.net

Telephone
503-807-0332

Current Occupation
Business Consultant

Years Resident of County
2

In which Commissioner District do you reside?
5

Committee, Board or Commission applied for:
Budget

Background (relevant education, training, experience, etc.)
B.S. Labor Economics, Oregon State University
MBA, Quantitative Analysis, George Mason University
Sixteen years experience with Deloitte Consulting (Partner)
Thirty years experience as business consultant to state and local government
Certified Management Consultant; Certified Ethics and Compliance Professional

Describe your interest in serving on this Committee, Board or Commission:
As a new resident of the County I hope to bring my prior experience in budget and government to bear on providing input and perspective on the County's financial direction.

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800 Exchange Street, Suite 410 Astoria, OR 97103



View

Edit

Submission #391

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Submission information

Form: Committee Application - Online
Submitted by Visitor (not verified)
Monday, January 8, 2018 - 5:36pm
162.249.109.163

Date
01/08/2018

Name
Dr. Frank Mansfield

Mailing Address
35183 Willette Ln

City
Astoria

Street Address
35173 Willette Ln

Email
frank_mansfield@msn.com

Telephone
15402738741

Current Occupation
Retired

Years Resident of County
3

In which Commissioner District do you reside?
3

Committee, Board or Commission applied for:
Clatsop County Budget Committee

Background (relevant education, training, experience, etc.)
Ph.D. in Engineering
M.S. Aeronautical Astronautical Engineering
B.S. Aeronautical Astronautical Engineering
Previous Chairman Board of Zonal Appeals for Colonial, Beach, VA
31 yrs DoD Navy, retired as GS-15
Managed budgets up \$650 million.

Describe your interest in serving on this Committee, Board or Commission:
I believe that the property owners need a opportunity to directly impact the proposed county budget. I can quickly analyze and understand the information presented and work with other members of the board towards a consensus on the budget recommendations. I have a general interest in the safety, development, and maintaining of the community in which I live. I desire to give back to the community by using my talents presented above and my work experience.

[Previous submission](#) [Next submission](#)

Site Design by Aha Consulting

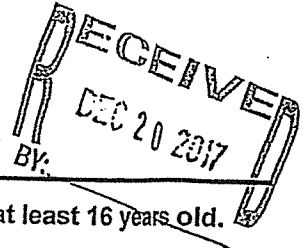
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800 Exchange Street, Suite 410 Astoria, OR 97103



VOLUNTEER APPLICATION

Clatsop County, Oregon
800 Exchange St., Suite 410, Astoria, Oregon 97103 (503) 325-1000



Thank you for your interest in volunteering with Clatsop County. Volunteers must be at least 16 years old. Please take a few moments to provide the following information:

Please Print:

Last Azumano First Jim Middle F.

Home or Mailing Address: P.O. Box 210

City: Tolovana Park State: OR Zip: 97145

Day Phone: 503 507 3405 Evening Phone: 503 436-4366 Fax: _____

E-mail: azumano@aol.com Driver's license # and state: OR 125463

Please list in order of preference the kind of volunteer jobs that interest you:

- 1. Budget Comm 2. _____ 3. _____

Why are you interested in volunteering? Public Service, support local gov.

Please briefly describe your pertinent experience, training or skills. (Having no previous experience or training will not disqualify you for volunteering.):

Managed local gov't budgets for 21 years

Previous volunteer experience: CERT, Emergence, La Familia Sana, Friends of Minidoka

What days and times are you available to work? Retired - mostly free

List the maximum hours per week you are willing to volunteer: 10

Most volunteer work requires a commitment of time. Please tell us for how long you would be available. Please choose a timeframe: 1-3 months 6-12 months One year plus Special project/event

Will your volunteerism fulfill any obligation of the following?: Community Service Work-study Job Training

Are you currently volunteering with the county in any other capacity? BoPTA

Do you have any relatives working or volunteering with the county? None

Please list any accommodations you would require or any limitations we should be aware:

Reading glasses

Please be advised that if you volunteer to work with or around children a background investigation may be required prior to your application being approved.

My signature below affirms that all information is true and correct to the best of my knowledge and that I understand any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my acceptance as a volunteer with the county, may result in my dismissal. Information you provide on this application may become part of the public record.

Volunteer's Signature: [Signature] Date: 12/20/17

OFFICE USE ONLY:

Application: Accepted Denied Reason: _____

Department Placed: _____ Start date: _____ End Date: _____

FORWARD COPY TO HUMAN RESOURCES.

4

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

February, 28, 2018

Issue/Agenda Title: Personal/professional services contracts between the county and its legal counsel.

Category: Business Agenda

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

Presented By: Cameron Moore, County Manager

Issue before the Commission: The Board of County Commissioners is asked to consider how it would like to proceed concerning personal/professional services contracts between the county and its legal counsel.

Informational Summary: The county has personal/professional service contracts in place with four different firms or individual attorneys to assist the county with its legal questions and to advise the county on legal matters.

- 1) Heather Reynolds, Attorney at Law: Performs general county counsel services.
- 2) Beery, Elsner & Hammond, LLP: Provides legal services to the county on an “as needed” basis in the event of conflicts for County Counsel, or for special projects as designated by the Board of Commissioners. Chris Crean, attorney with Beery Elsner, Hammond, LLP, serves as county counsel on land use issues.
- 3) Bullard, Smith Jernstedt & Wilson PC: Serves as legal advisor on labor relations and negotiations. Akin Blitz is the attorney from Bullard assigned to assist the county.
- 4) Jordan Schrader Ramis PC: Serves as co-counsel to handle legal work assigned, including, but not limited to representing the county in litigation before the Appeals, the Department of Revenue, Tax Court, Bankruptcy Court and civil proceedings not covered by county insurance.

Each of the four contracts expires on June 30, 2018 and each contains a renewal clause allowing for an additional three year term upon mutual approval of the parties. Staff is recommending renewing the contracts for Heather Reynolds and Beery, Elsner & Hammond, LLP.

Fiscal Notes: Heather Reynolds, County Counsel, and Beery Elsner & Hammond, LLP both submitted proposals with rate increases. See attached.

Options to Consider:

1. Solicit mutual agreement with Heather Reynolds and Beery, Elsner, Hammond, LLP to renew the agreement for an additional three years.
2. Direct staff to prepare requests for proposals (RFP's) for attorney services.

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve additional three year contracts with Heather Reynolds and Beery, Elsner, Hammond, LLP and authorize the county manager to sign."*

Attachment List:

- A. Copies of 2013-2018 personal/professional services agreement with firms expiring June 30, 2018
- B. Copies of each personal/professional services agreement for Reynolds & Beery, Elsner & Hammond, LLP for extended three years expiring on June 30, 2021
- C. 2013-2018 Annual Counsel Fees Summary

RECORDED

JUN 11 2013

Doc# 2013060007

CLATSOP COUNTY, OREGON

800 Exchange St., Ste. 410
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No: C 5274

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between **Clatsop County** ("County") and **Heather Reynolds, Attorney at Law** ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide;

NOW THEREFORE, in consideration of the sum not to exceed \$75,000 per fiscal year to be paid to Contractor by County, Contractor agrees to perform between July 1, 2013 and June 30, 2018 inclusive, the following specific personal and/or professional services:

Serve as County Counsel for Clatsop County, including but not limited to handling all legal work assigned to contractor by the Board of County Commissioners or designated county staff.

Coordinate as requested, all legal services performed for the County, including services of outside counsel and insurance counsel. Review, if requested, invoices to the County for legal services. Maintain, if requested, records as to which Attorney is handling specific matters.

Perform general County Counsel services as follows:

Advise all County officials on matters relating to County business;

Prepare and/or review and approve ordinances, resolutions, contracts, agreements, leases, deeds and other related documents;

Represent the County in litigation including cases before Circuit Court, the Oregon Supreme Court, the Court of Appeals, the Land Use Board of Appeals, the Department of Revenue, Tax Court, Bankruptcy Court and civil proceedings not covered by County insurance;

Represent (or assist as appropriate) the County in land use hearings before the Planning Commission and County Board of Commissioners;

Attend County Board, County staff and/or department head coordination and other meetings as requested. (County Board meets twice each month);

Monitor current special district, county, state and federal legislation and/or litigation as such may relate to the County and advise County officials thereof;

Provide legal opinions on matters relating to County activities;

Participate in the development of staff recommendations for action by the Board of County Commissioners, or other commissions or boards;

Advise and participate in code enforcement activities;

Make recommendations for updating existing codes, resolutions and other policies and practices;

Represent County in intergovernmental relations as appropriate;

Avoid and report any potential or real conflicts of interest by expeditiously informing the County Manager of the potential conflict in order to determine whether to recommend another lawyer to handle the issue before the conflict becomes a public issue;

Act with discretion and prudence reflecting and maintaining the excellent reputation of the County with regard to personal legal issues and other clients that may be represented by the lawyer;

Maintain appropriate records and files;

Assist in the preparation of findings of fact as appropriate;

Administer and coordinate special district and diking district/company formations, annexations and dissolutions;

Act as liaison with County Bond counsel and all special purpose counsel hired by county;

Act as liaison with County's insurance provider regarding claims;

Represent County service districts and the fair board:

Perform related duties as necessary.

Payment Terms:

Invoice monthly, in a format acceptable to County, for work based on contractor's hourly rate of \$180. Also, contractor will be reimbursed for fees, copying charges, and mailing charges; and reasonable travel expenses incurred with County's prior written consent.

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

rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:

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

5. JUDICIAL RULINGS. If a court to be void or unenforceable, as applied to either party or to any circumstances shall adjudge any provision of this Agreement, 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, Professional Liability insurance, in the amount required by the Oregon State Bar Association.

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 thirty (30) 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 or 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 described in ORS 305.380(4).


19. **RENEWAL.** This Agreement may be renewed on mutual approval of the parties for an additional three-year term.

FOR COUNTY:



Peter Huhtala Date
Chairperson
Clatsop County Board of Commissioners

FOR CONTRACTOR:



Heather Reynolds Date
Attorney at Law
PO Box 145
Astoria, OR 97103

Tax Identification Number: 93-0878185

RECORDED

JUL 1 - 1 2013

Doc# 2013060001

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

Contract No: 05263

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between **Clatsop County** ("County") and **Beery, Elsner & Hammond, LLP** ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide;

NOW THEREFORE, in consideration of the sum not to exceed \$30,000 per fiscal year to be paid to Contractor by County, Contractor agrees to perform between July 1, 2013 and June 30, 2018, inclusive, the following specific personal and/or professional services:

Serve as Special County Counsel for Clatsop County, including but not limited to handling all legal work assigned to contractor by the Board of County Commissioners or designated county staff. The Scope of Work for County Counsel services is as follows:

Prepare and/or review and approve ordinances, resolutions, contracts, agreements, leases, deeds and other related documents;

Represent the County in litigation including cases before Circuit Court, the Oregon Supreme Court, the Court of Appeals, the Land Use Board of Appeals, the Department of Revenue, Tax Court, Bankruptcy Court and civil proceedings not covered by County insurance;

Represent (or assist as appropriate) the County in land use hearings before the Planning Commission and County Board of Commissioners

Attend County Board, Planning Commission, County staff and/or department head coordination and other meetings as requested. (County Board meets twice each month);

Monitor current special district, county, state and federal legislation and/or litigation as such may relate to the County and advise County officials thereof;

Provide legal opinions on matters relating to County activities;

Participate in the development of staff recommendations for action by the Board of County Commissioners, or other commissions or boards;

Advise and participate in code enforcement activities;

Make recommendations for updating existing codes, resolutions and other policies and practices;

Represent County in intergovernmental relations as appropriate;

Avoid and report any potential or real conflicts of interest by expeditiously informing the County Manager of the potential conflict in order to determine whether to recommend another lawyer to

handle the issue before the conflict becomes a public issue;

Act with discretion and prudence reflecting and maintaining the excellent reputation of the County with regard to personal legal issues and other clients that may be represented by the Contractor;

Maintain appropriate records and files;

Assist in the preparation of findings of fact as appropriate;

Administer and coordinate special district and diking district/company formations, annexations and dissolutions;

Perform related duties as necessary.

Provide legal services to County on an 'as needed' basis, in the event of conflicts for County Counsel, or for special projects as designated by the Board of Commissioners.

Payment Terms:

Invoice monthly, in a format acceptable to County, for work based on the following hourly rates established in Exhibit A attached hereto. Also, Contractor will be reimbursed for fees, copying charges, and mailing charges; and reasonable travel expenses incurred with County's prior written consent.

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

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

5. JUDICIAL RULINGS. If a court to be void or unenforceable, as applied to either party or to any circumstances shall adjudge any provision of this Agreement, 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, Professional Liability insurance, in the amount required by the Oregon State Bar Association.

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 thirty (30) 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 described in ORS 305.380(4).

19. **RENEWAL.** This Agreement may be renewed on mutual approval of the parties for an additional three-year term.

FOR COUNTY:

Peter Huhtala
Peter Huhtala Date
Chairperson
Clatsop County Board of Commissioners

FOR CONTRACTOR:

Paula J. Gray *5/30/13*
Signature Date

Managing Partner
Title

1750 SW Harbor Way, Ste 380
Address

Portland, OR 97201

Tax Identification Number:

93-1234801

**CLATSOP COUNTY
PROFESSIONAL SERVICES AGREEMENT**

Exhibit A

Beery Elsner & Hammond, LLP will invoice monthly for services based upon the following hourly rates:

Partners and Of Counsel	\$225.00 per hour
Associates:	\$200.00 per hour
Paralegals:	\$125.00 per hour
Legal Assistants:	\$ 95.00 per hour

RECORDED

JUN 11 2013

Doc# 2013060006

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

Contract No: 05273

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between **Clatsop County** ("County") and **Bullard, Smith, Jernstedt & Wilson PC** ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide;

NOW THEREFORE, in consideration of the sum not to exceed \$30,000 per fiscal year to be paid to Contractor by County, Contractor agrees to perform between July 1, 2013 and June 30, 2018, inclusive, the following specific personal and/or professional services.

Serve as legal advisor to the Board of Commissioners, County Manager, Department Heads and Human Resources Manager on labor relations and negotiations; Negotiate, as requested, collective bargaining agreements with the County's five (5) bargaining units: Courthouse-Roads (AFSCME), Deputy District Attorneys (AFSCME), Clatsop County Law Enforcement Association (CCLEA), Federation of Parole and Probation Officers (FOPPO) and Nurses (ONA); Represent the County in labor grievances, arbitration and litigation proceedings; Perform related duties as necessary.

Avoid and report any potential or real conflicts of interest by expeditiously informing the County Manager of the potential conflict in order to determine whether to recommend another lawyer to handle the issue before the conflict becomes a public issue.

Act with discretion and prudence reflecting and maintaining the excellent reputation of the County with regard to personal legal issues and other clients that may be represented by the lawyer.

Maintain appropriate records and files.

Payment Terms:

Invoice monthly, in a format acceptable to County, for work based on the following hourly rates established in Exhibit A attached hereto. Also, Contractor will be reimbursed for fees, copying charges, and mailing charges; and reasonable travel expenses incurred with County's prior written consent.

- 1. COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
- 2. WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.

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

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

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

5. JUDICIAL RULINGS. If a court to be void or unenforceable, as applied to either party or to any circumstances shall adjudge any provision of this Agreement, 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, Professional Liability insurance, in the amount required by the Oregon State Bar Association.

- 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 thirty (30) 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 described in ORS 305.380(4).

19. RENEWAL. This Agreement may be renewed on mutual approval of the parties for an additional three-year term.

FOR COUNTY:

Peter Huhtala
Peter Huhtala Date
Chairperson
Clatsop County Board of Commissioners

FOR CONTRACTOR:

Francis T Barrow *6.3.13*
Signature Date
President
Title
200 SW Market St., Ste 1900
Address
Portland, OR 97201
Tax Identification Number:
93-0693273

**CLATSOP COUNTY
PROFESSIONAL SERVICES AGREEMENT**

Exhibit A

Hourly rates effective July 1, 2013 for select attorneys:

Akin Blitz	\$330.00 per hour
Kathryn Hindman	\$330.00 per hour
Jackie Damm	\$330.00 per hour
Kirk Peterson	\$305.00 per hour
Dan Rowan	\$230.00 per hour

RECORDED

JUN 11 2013

Doc# 2013060005

CLATSOP COUNTY, OREGON

800 Exchange St., Ste. 410
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No: 05269

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between **Clatsop County** ("County") and **Jordan Schrader** ^(JIS) ~~Ramis PC~~ ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide;

NOW THEREFORE, in consideration of the sum not to exceed \$30,000 per fiscal year to be paid to Contractor by County, Contractor agrees to perform between July 1, 2013 and June 30, 2018, inclusive, the following specific personal and/or professional services:

Serve as Special County Counsel for Clatsop County, including but not limited to handling all legal work assigned to contractor by the Board of County Commissioners or designated county staff. The Scope of Work for County Counsel services is as follows:

Prepare and/or review and approve ordinances, resolutions, contracts, agreements, leases, deeds and other related documents;

Represent the County in litigation including cases before Circuit Court, the Oregon Supreme Court, the Court of Appeals, the Land Use Board of Appeals, the Department of Revenue, Tax Court, Bankruptcy Court and civil proceedings not covered by County insurance;

Represent (or assist as appropriate) the County in land use hearings before the Planning Commission and County Board of Commissioners

Attend County Board, Planning Commission, County staff and/or department head coordination and other meetings as requested. (County Board meets twice each month);

Monitor current special district, county, state and federal legislation and/or litigation as such may relate to the County and advise County officials thereof;

Provide legal opinions on matters relating to County activities;

Participate in the development of staff recommendations for action by the Board of County Commissioners, or other commissions or boards;

Advise and participate in code enforcement activities;

Make recommendations for updating existing codes, resolutions and other policies and practices;

Represent County in intergovernmental relations as appropriate;

Avoid and report any potential or real conflicts of interest by expeditiously informing the County Manager of the potential conflict in order to determine whether to recommend another lawyer to

handle the issue before the conflict becomes a public issue;

Act with discretion and prudence reflecting and maintaining the excellent reputation of the County with regard to personal legal issues and other clients that may be represented by the Contractor;

Maintain appropriate records and files;

Assist in the preparation of findings of fact as appropriate;

Administer and coordinate special district and diking district/company formations, annexations and dissolutions;

Perform related duties as necessary.

Payment Terms:

Invoice monthly, in a format acceptable to County, for work based on the following hourly rates established in Exhibit A attached hereto. Also, Contractor will be reimbursed for fees, copying charges, and mailing charges; and reasonable travel expenses incurred with County's prior written consent.

1. **COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
2. **WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
3. **GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
4. **COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
 - b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;

- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;
- e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

5. JUDICIAL RULINGS. If a court to be void or unenforceable, as applied to either party or to any circumstances shall adjudge any provision of this Agreement, 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, Professional Liability insurance, in the amount required by the Oregon State Bar Association.

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 thirty (30) 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.

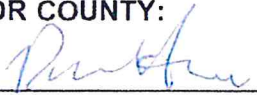
16. COUNTY PRIORITIES. Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

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.

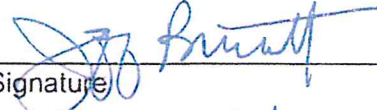
18. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

19. **RENEWAL.** This Agreement may be renewed on mutual approval of the parties for an additional three-year term.

FOR COUNTY:


Peter Huhtala Date
Chairperson
Clatsop County Board of Commissioners

FOR CONTRACTOR:

 6/6/13
Signature Date
Vice-president
Title
Two Centerpointe Drive Sixth Floor
Address
Lake Oswego OR 97055
Tax Identification Number:
93-0609274

**CLATSOP COUNTY
PROFESSIONAL SERVICES AGREEMENT**

Exhibit A

Jordan Ramis PC will invoice monthly for services based upon the following hourly rates:

Jeff Bennett	\$195.00 per hour
Tim Ramis	\$195.00 per hour
Ron Guerra	\$195.00 per hour
Harlan Jones	\$195.00 per hour
Damien Hall	\$180.00 per hour
Aaron Brian	\$180.00 per hour
Peter Watts	\$180.00 per hour
Ted Naemura	\$160.00 per hour
Angela Johnson	\$160.00 per hour

Travel time is charged at one-half of the rate shown above.

CLATSOP COUNTY, OREGON

800 Exchange St., Ste. 410
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No: 6506

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between **Clatsop County** ("County") and **Heather Reynolds, Attorney at Law** ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide;

NOW THEREFORE, in consideration of the sum not to exceed \$100,000 per fiscal year to be paid to Contractor by County, Contractor agrees to perform between July 1, 2018 and June 30, 2021 inclusive, the following specific personal and/or professional services:

Serve as County Counsel for Clatsop County, including but not limited to handling all legal work assigned to contractor by the Board of County Commissioners or designated county staff.

Coordinate as requested, all legal services performed for the County, including services of outside counsel and insurance counsel. Review, if requested, invoices to the County for legal services. Maintain, if requested, records as to which Attorney is handling specific matters.

Perform general County Counsel services as follows:

Advise all County officials on matters relating to County business;

Prepare and/or review and approve ordinances, resolutions, contracts, agreements, leases, deeds and other related documents;

Represent the County in litigation including cases before Circuit Court, the Oregon Supreme Court, the Court of Appeals, the Land Use Board of Appeals, the Department of Revenue, Tax Court, Bankruptcy Court and civil proceedings not covered by County insurance;

Represent (or assist as appropriate) the County in land use hearings before the Planning Commission and County Board of Commissioners;

Attend County Board, County staff and/or department head coordination and other meetings as requested. (County Board meets twice each month);

Monitor current special district, county, state and federal legislation and/or litigation as such may relate to the County and advise County officials thereof;

Provide legal opinions on matters relating to County activities;

Participate in the development of staff recommendations for action by the Board of County Commissioners, or other commissions or boards;

Advise and participate in code enforcement activities;

Make recommendations for updating existing codes, resolutions and other policies and practices;

Represent County in intergovernmental relations as appropriate;

Avoid and report any potential or real conflicts of interest by expeditiously informing the County Manager of the potential conflict in order to determine whether to recommend another lawyer to handle the issue before the conflict becomes a public issue;

Act with discretion and prudence reflecting and maintaining the excellent reputation of the County with regard to personal legal issues and other clients that may be represented by the lawyer;

Maintain appropriate records and files;

Assist in the preparation of findings of fact as appropriate;

Administer and coordinate special district and diking district/company formations, annexations and dissolutions;

Act as liaison with County Bond counsel and all special purpose counsel hired by county;

Act as liaison with County's insurance provider regarding claims;

Represent County service districts and the fair board:

Perform related duties as necessary.

Payment Terms:

Invoice monthly, in a format acceptable to County, for work based on contractor's hourly rate of \$200.00. Also, contractor will be reimbursed for fees, copying charges, and mailing charges; and reasonable travel expenses incurred with County's prior written consent.

1. COMPLETE AGREEMENT. This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.

2. WRITTEN NOTICE. Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.

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

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

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

5. JUDICIAL RULINGS. If a court to be void or unenforceable, as applied to either party or to any circumstances shall adjudge any provision of this Agreement, 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, Professional Liability insurance, in the amount required by the Oregon State Bar Association.

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 thirty (30) 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 or 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 described in ORS 305.380(4).

19. **RENEWAL.** This Agreement may be renewed on mutual approval of the parties for an additional three-year term.

FOR COUNTY:

Cameron Moore
County Manager

Date

FOR CONTRACTOR:

Heather Reynolds
Attorney at Law
PO Box 145
Astoria, OR 97103

Date

Tax Identification Number: 93-0878185

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

Contract No: 6505

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between **Clatsop County** ("County") and **Beery, Elsner & Hammond, LLP** ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide;

NOW THEREFORE, in consideration of the sum not to exceed \$50,000 per fiscal year to be paid to Contractor by County, Contractor agrees to perform between July 1, 2018 and June 30, 2021, inclusive, the following specific personal and/or professional services:

Serve as Special County Counsel for Clatsop County, including but not limited to handling all legal work assigned to contractor by the Board of County Commissioners or designated county staff. The Scope of Work for County Counsel services is as follows:

Prepare and/or review and approve ordinances, resolutions, contracts, agreements, leases, deeds and other related documents;

Represent the County in litigation including cases before Circuit Court, the Oregon Supreme Court, the Court of Appeals, the Land Use Board of Appeals, the Department of Revenue, Tax Court, Bankruptcy Court and civil proceedings not covered by County insurance;

Represent (or assist as appropriate) the County in land use hearings before the Planning Commission and County Board of Commissioners

Attend County Board, Planning Commission, County staff and/or department head coordination and other meetings as requested. (County Board meets twice each month);

Monitor current special district, county, state and federal legislation and/or litigation as such may relate to the County and advise County officials thereof;

Provide legal opinions on matters relating to County activities;

Participate in the development of staff recommendations for action by the Board of County Commissioners, or other commissions or boards;

Advise and participate in code enforcement activities;

Make recommendations for updating existing codes, resolutions and other policies and practices;

Represent County in intergovernmental relations as appropriate;

Avoid and report any potential or real conflicts of interest by expeditiously informing the County Manager of the potential conflict in order to determine whether to recommend another lawyer to

handle the issue before the conflict becomes a public issue;

Act with discretion and prudence reflecting and maintaining the excellent reputation of the County with regard to personal legal issues and other clients that may be represented by the Contractor;

Maintain appropriate records and files;

Assist in the preparation of findings of fact as appropriate;

Administer and coordinate special district and diking district/company formations, annexations and dissolutions;

Perform related duties as necessary.

Provide legal services to County on an 'as needed' basis, in the event of conflicts for County Counsel, or for special projects as designated by the Board of Commissioners.

Payment Terms:

Invoice monthly, in a format acceptable to County, for work based on the following hourly rates established in Exhibit A attached hereto. Also, Contractor will be reimbursed for fees, copying charges, and mailing charges; and reasonable travel expenses incurred with County's prior written consent.

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

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

5. JUDICIAL RULINGS. If a court to be void or unenforceable, as applied to either party or to any circumstances shall adjudge any provision of this Agreement, 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, Professional Liability insurance, in the amount required by the Oregon State Bar Association.

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 thirty (30) 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 described in ORS 305.380(4).

**CLATSOP COUNTY
PROFESSIONAL SERVICES AGREEMENT**

Exhibit A

Beery Elsner & Hammond, LLP will invoice monthly for services based upon the following hourly rates:

Partners/Of Counsel	\$235.00 per hour
Senior Associate:	\$225.00 per hour
Associate:	\$215.00 per hour
Paralegals:	\$135.00 per hour
Legal Assistants:	\$110.00 per hour

2017-2018 ANNUAL COUNSEL FEES SUMMARY

	Reynolds	Beery	Jordan	Henningsgaard	Counsel Total by Dept.	Org Unit
A&T	6,197.00	-	-	-	6,197.00	1150
HR	-	18,743.39	-	-	18,743.39	1125
BCC	7,110.00	-	-	-	7,110.00	1100
Budget & Finance	54.00	-	-	-	54.00	1625
Clk & Elec	1,188.00	-	-	-	1,188.00	1350
Comm Dev.	-	16,626.93	-	-	16,626.93	2700
Co Manager	7,110.00	-	64.00	-	7,174.00	1120
Emergency Management	1,422.00	-	-	-	1,422.00	2750
Health	3,618.00	-	-	-	3,618.00	4110
IT	-	-	-	-	-	1650
Juvenile	594.00	-	-	-	594.00	2340
Labor/Risk	30,714.00	168.10	-	-	30,882.10	
NCBP	-	-	-	-	-	
Parks	36.00	-	-	-	36.00	1795
PD/Code Enf.	1,008.00	-	-	-	1,008.00	2700
P & P	54.00	-	-	-	54.00	
Prop Mgmt	612.00	-	-	-	612.00	1155
PW General	3,024.00	-	-	-	3,024.00	3110
PW B & G	882.00	-	-	-	882.00	1790
Surveyor	-	-	-	-	-	1941
Sheriff	3,222.00	-	-	-	3,222.00	2200
4H	360.00	-	-	-	360.00	Other
Spec Proj.	-	-	-	-	-	
Series	36.00	-	-	-	36.00	8500
Internal Cntrl	-	-	-	-	-	2800
Other	108.00	-	-	-	108.00	Other
Fairgrounds	3,438.00	-	-	-	3,438.00	9300
TOTAL	70,787.00	35,538.42	64.00	-	106,389.42	

2016-2017 ANNUAL COUNSEL FEES SUMMARY

	Reynolds	Beery	Jordan	Henningsgaard	Counsel Total by Dept.	Org Unit
A&T	11,849.88	-	-	-	11,849.88	1150
HR	-	7,879.23	-	-	7,879.23	1100
BCC	10,116.00	-	-	-	10,116.00	1625
Budget & Finance	2,547.88	93.44	-	-	2,641.32	1350
Clk & Elec	3,978.00	-	-	-	3,978.00	2700
Comm Dev.	-	36,632.98	-	-	36,632.98	1120
Co Manager	19,944.00	-	-	-	19,944.00	4110
Emergency Management	396.00	-	-	-	396.00	2340
Health	5,220.00	-	-	-	5,220.00	2700
IT	1,328.30	-	-	-	1,328.30	2700
Juvenile	2,214.00	-	-	-	2,214.00	2700
Labor/Risk	8,746.10	-	-	-	8,746.10	2700
LNG Bradwood	-	-	-	-	-	2700
NCBP	-	-	-	-	-	2700
Oregon LNG	-	-	-	-	-	1795
Parks	450.00	-	-	-	450.00	2700
PD/Code Enf.	6,376.00	-	-	-	6,376.00	1155
P & P	1,674.00	-	-	-	1,674.00	3110
Prop Mgmt	1,548.00	-	-	-	1,548.00	1790
PW General	8,244.00	-	-	-	8,244.00	1941
PW B & G	1,620.00	-	-	-	1,620.00	2200
Surveyor	90.00	-	-	-	90.00	Other
eriff	2,732.00	-	-	-	2,732.00	8500
ec Proj.	-	-	-	-	-	2800
Fisheries	162.00	-	-	-	162.00	Other
Animal Cntrl	-	-	-	-	-	9300
Other	144.00	-	-	-	144.00	
Fairgrounds	9,626.00	-	-	-	9,626.00	
TOTAL	99,006.16	44,605.65	-	-	143,611.81	

Billed to Community Development (36,632.98)

Billed to Special Projects 0.00

NET 106,978.83

2015-2016 ANNUAL COUNSEL FEES SUMMARY

	Reynolds	Beery	Jordan	Henningsgaard	Counsel Total by Dept.	Org Unit
A&T	7,789.50	-	-	-	7,789.50	1150
HR	923.75	-	-	-	923.75	
BCC	13,392.00	-	-	-	13,392.00	1100
Budget & Finance	2,509.72	87.48	199.00	-	2,796.20	1625
Clk & Elec	936.00	-	-	-	936.00	1350
Comm Dev.	-	50,226.66	-	7,969.00	58,195.66	2700
Co Manager	19,818.00	2,072.50	-	-	21,890.50	1120
Emergency Management	5,004.00	-	-	-	5,004.00	
Health	4,158.00	-	-	-	4,158.00	4110
IT	594.00	-	-	-	594.00	
Juvenile	6,480.00	-	-	-	6,480.00	2340
Labor/Risk	14,550.50	-	-	-	14,550.50	B&G, DA, A&T, BCC, Planning, Juvenile
LNG Bradwood						2700
NCBP	144.00	6,055.00	-	-	6,199.00	
Oregon LNG			4,218.20	-	4,218.20	2700
Parks	486.00	-	-	-	486.00	1795
PD/Code Enf.	5,859.00	-	-	-	5,859.00	2700
P & P	72.00	-	-	-	72.00	
Prop Mgmt	2,088.00	-	-	-	2,088.00	1155
PW General	5,220.00	-	-	-	5,220.00	3110
PW B & G	1,782.00	-	-	-	1,782.00	1790
Surveyor						1941
Sheriff	4,846.50	-	-	-	4,846.50	2200
Spec Proj.	-	-	-	-	-	Other
Utilities	252.00	-	-	-	252.00	8500
Animal Cntrl						2800
Other	122.46	-	-	-	122.46	Other
Fairgrounds	2,520.00	-	-	-	2,520.00	9300
TOTAL	99,547.43	58,441.64	4,417.20	7,969.00	170,375.27	

See Reynolds sheet for break out

Billed to Community Development

Billed to Special Projects

Less LNG

NET

(58,195.66)

0.00

(4,218.20)

107,961.41

2014-2015 ANNUAL COUNSEL FEES SUMMARY

	Reynolds	Beery	Jordan	Henningsgaard	Counsel Total by Dept.	Org Unit
A&T	5,918.25	-	-	-	5,918.25	1150
Admin Svc.	8,856.00	-	-	-	8,856.00	1100
BCC	9,144.00	20.00	-	-	9,164.00	1625
Budget & Finance	2,016.00	141.96	186.50	-	2,344.46	1350
Clk & Elec	7,578.00	-	-	-	7,578.00	2700
Comm Dev.	-	31,053.27	956.10	6,868.00	38,877.37	1120
Co Manager	2,741.95	8,335.52	96.00	-	11,173.47	4110
Health	1,818.00	-	-	-	1,818.00	2340
Juvenile	3,510.00	-	-	-	3,510.00	B&G, DA, A&T, BCC, Planning, Juvenile
Labor/Risk	5,744.00	45.00	-	-	5,789.00	2700
LNG Bradwood	-	-	-	-	-	2700
Oregon LNG	-	-	33,946.90	-	33,946.90	2700
Parks	1,530.00	-	5,161.12	-	6,691.12	1795
PD/Code Enf.	1,566.00	-	-	-	1,566.00	2700
P & P	54.00	-	-	-	54.00	1155
Prop Mgmt	774.00	-	-	-	774.00	3110
PW General	4,392.00	-	-	-	4,392.00	1790
PW B & G	1,404.00	-	-	-	1,404.00	1941
Surveyor	-	-	-	-	-	2200
Sheriff	8,064.00	-	-	-	8,064.00	Other
4H	3,132.00	-	-	-	3,132.00	8500
Spec Proj.	-	-	-	-	-	2800
Utilities	252.00	-	-	-	252.00	Other
Animal Cntrl	-	-	-	-	-	9300
Her	378.00	-	-	-	378.00	
Parksgrounds	540.00	-	-	-	540.00	
TOTAL	69,412.20	39,595.75	40,346.62	6,868.00	156,222.57	
					(38,877.37)	
					0.00	
					(33,946.90)	
					83,398.30	

See Reynolds sheet for break out

Billed to Community Development

See Reynolds sheet for break out

2013-2014 ANNUAL COUNSEL FEES SUMMARY

	Reynolds	Beery	Jordan	Henningsgaard	Counsel Total by Dept.	Org Unit
A&T	12,808.97	64.65	-	289.00	13,162.62	1150
Admin Svc.	9,976.00	-	-	-	9,976.00	See Reynolds sheet for break out
BCC	8,712.00	135.00	-	-	8,847.00	1100
Budget & Finance	6,489.00	109.92	-	-	6,598.92	1625
Clk & Elec	3,512.00	-	-	-	3,512.00	1350
Comm Dev.	-	21,871.22	4,697.00	-	26,568.22	2700
Co Manager	1,548.00	8,381.60	1,127.50	-	11,057.10	1120
Health	4,002.98	287.21	-	-	4,290.19	4110
Juvenile	3,384.00	-	-	-	3,384.00	2340
Labor/Risk	9,602.20	2,153.52	-	-	11,755.72	B&G, DA, A&T, BCC, Planning, Juvenile
LNG Bradwood	-	-	-	-	-	2700
Oregon LNG	-	-	66,417.74	-	66,417.74	2700
Parks	1,548.00	-	-	-	1,548.00	1795
PD/Code Enf.	1,782.00	-	-	26,462.00	28,244.00	2700
Prop Mgmt	1,638.00	-	-	-	1,638.00	1155
PW General	5,704.00	-	-	-	5,704.00	3110
PW B & G	1,044.00	-	-	-	1,044.00	1790
Surveyor	-	-	-	-	-	1941
Sheriff	5,598.00	-	-	-	5,598.00	2200
4H	810.00	-	-	-	810.00	Other
Spec Proj.	-	-	-	-	-	8500
Fisheries	252.00	-	-	-	252.00	2800
Animal Cntrl	-	-	-	-	-	Other
Mer	306.00	-	-	-	306.00	See Reynolds sheet for break out
grounds	720.00	-	-	-	720.00	9300
TOTAL	79,437.15	33,003.12	72,242.24	26,751.00	211,433.51	

Billed to Community Development		(53,030.22)
Billed to Special Projects		0.00
Less LNG		(66,417.74)
NET		91,985.55

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

February 28, 2018

Issue/Agenda Title: Working Cooperatively to Facilitate Environmental Remediation

Category: Business Agenda

Prepared By: Cameron Moore

Presented By: Cameron Moore

Issue before the Commission: Approve a resolution to work with other partners such as the City of Astoria and the Port of Astoria by providing non-financial support to environmental clean-up efforts in the Columbia River.

Informational Summary: Several weeks ago an oil leak in the Columbia River was discovered coming from a submerged oil tank beneath the Cannery Pier Hotel & Spa. The leak was contained and the tank removed by the U.S Coast Guard. At this time the full extent of the leak and any remaining clean-up has not been clearly defined. It is important to any ongoing clean-up efforts resulting from this spill that the citizens of Clatsop County and all external partners know that Clatsop County will provide whatever non-financial support that it can to help ensure the environmental health and safety of the West End Marina.

Fiscal Impact: None

Options to Consider:

1. Approve the Resolution
2. Do not approve the Resolution
3. Approve an alternate Resolution

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve the Resolution to work cooperatively to facilitate the environmental remediation in the West End Marina resulting from the recent oil leak."*

Attachment List:

- A. Resolution & Order

1 IN THE BOARD OF COUNTY COMMISSIONERS
2 FOR CLATSOP COUNTY
3
4

5 IN THE MATTER OF AGREEING)
6 TO WORK COOPERATIVELY) RESOLUTION AND ORDER
7 TO FACILITATE ENVIRONMENTAL)
8 REMEDIATION)

9
10 WHEREAS, in late January 2017, a substantial amount of oil was found to
11 be leaking into the Columbia River near Astoria, Oregon; and

12
13 WHEREAS, the Coast Guard responded promptly to contain the spill and to
14 locate and remove the source of the leak, which was determined to an abandoned
15 underwater oil tank beneath the current site of the Cannery Pier Hotel and Spa
16 ("the Site"), located at 10 Basin Street in Astoria; and

17
18 WHEREAS, after further investigation the Coast Guard determined that the
19 tank had likely been in place since at least 1921 and contained Bunker C oil,
20 formerly used for heating by the Union Fisherman's Cooperative Packing
21 Company ("Packing Company") but not in use for several decades since that time,
22 and multiple subsequent owners were unaware of the presence of the tank or the
23 oil; and

24
25 WHEREAS, the Clatsop County Board of Commissioners agrees that it is in
26 the best interests of the community to provide whatever non-financial support it
27 can in order to preserve the county and rehabilitate the West End Marina;

28
29 NOW THEREFORE, IT IS HEREBY RESOLVED AND ORDERED:

- 30
31 1. The county agrees to work cooperatively with the Coast Guard, the current
32 owner of the Site, the State of Oregon, and any other participating parties to
33 provide non-financial support for the clean-up efforts.
34 2. The County Manager is hereby authorized to represent the county in
35 coordinating with the above-named parties, and to propose any final agreement(s)
36 to the Commission for approval.

37
38 Dated this 28th day of February, 2018.

39
40 BOARD OF COMMISSIONERS FOR
41 CLATSOP COUNTY, OREGON
42
43

44
45 _____
46 Scott Lee, Chairperson