



CLATSOP COUNTY BOARD OF COMMISSIONERS

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

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

800 Exchange, Suite 410
Astoria, OR97103
Phone (503) 325-1000
Fax (503) 325-8325

www.co.clatsop.or.us

Regular Meeting

August 23, 2017

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. Clatsop Economic Development Resources{Page 1}
- b. Clatsop Forestry and Wood Products Economic Development.....{Page 17}

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

6. CONSENT CALENDAR

- a. Board of Commissioners Work Session Minutes 7-26-17{Page 27}
- b. Board of Commissioners Regular Meeting Minutes 7-26-17{Page 29}
- c. Purchase of 2018 Ford F150 Pickup{Page 37}
- d. 2017-19 Justice Reinvestment Grant Proposal, Request Letter of Support{Page 45}
- e. 2017-19 IGA with Oregon Department of Fish & Wildlife{Page 49}

7. PUBLIC HEARING

- a. Transfer of mineral rights to the surface owner of property{Page 73}

8. BUSINESS AGENDA

- a. Notice of county land sale{Page 85}
- b. 2017-19 IGA with Oregon Department of Education, Youth Development Division ...{Page 97}
- c. Purchase of two 2018 Peterbilt Dump Trucks{Page 139}
- d. Purchase of Tractor Mower{Page 159}

9. COMMISSIONERS' REPORTS

10. COUNTY MANAGER'S REPORT

11. ADJOURNMENT

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

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

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

CEDR/CCCC SBDC

CLATSOP COUNTY COMMISSION ANNUAL UPDATE AUGUST 23, 2017



Our mission is to deliver business-driven economic development services to create, grow and retain Clatsop County Businesses.

We will:

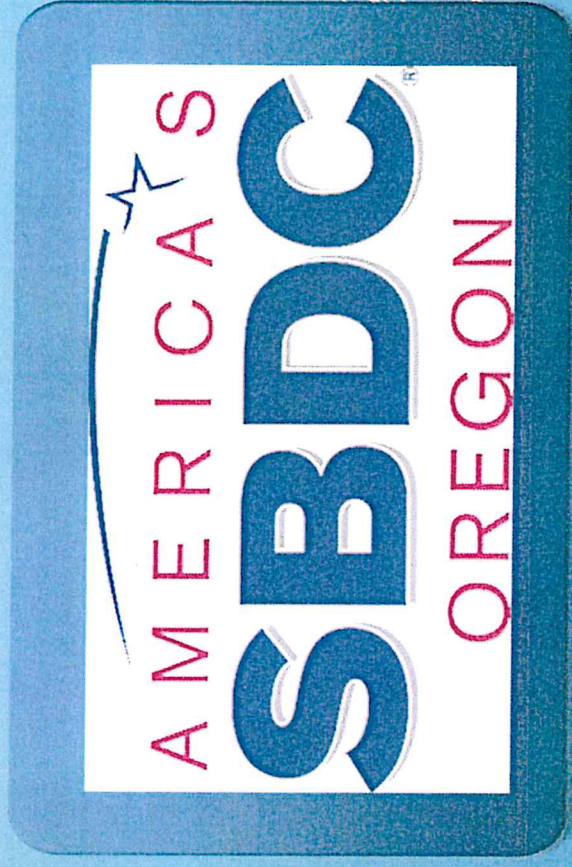
- Expand, retain and recruit businesses and industry.
- Develop existing and new industry clusters.
- Increase per capita income, diversify the economy, promote and managed economic growth through year-round family jobs.
- Lead delivery of professional economic development searches by bringing together the efforts of multiple organizations.
- Be the "connector" of all things business in Clatsop County



The OSBDCN helps small businesses in Oregon succeed by providing high-quality advice and counsel. Our core service is one-on-one advising, augmented by online and classroom training, and business assistance resources. Our clients are Oregon-based small business owners and entrepreneurs. Our knowledgeable and experienced advisors comprise the essence of our Network's service delivery.

The Oregon SBDC Network is Oregon's preeminent provider of effective and innovative business advising and training services.

-3-



Advising is always FREE and CONFIDENTIAL

Helping Build Oregon's Best Businesses

CEDR 2016 Annual & 2017 YTD Results

Clatsop Community College Small Business Development Center

performance recap:

Counseling Clients: 226

Counseling Hours: 1748

Long Term Clients: 83 (5 or more hours of advising)

Training Events: 68

Training Attendance: 499

Total Jobs Created: 109

Total Jobs Retained: 89

Capital Formation: \$1,124,114

Business Starts: 12

51% Women Owned: 83

Hispanic: 21

The OSBDCN has launched a new website at bizcenter.org and several of our SBDC clients gave “testimonials” on the services provided.

The new website also highlights the FREE and CONFIDENTIAL services provided by our CCC SBDC and the other SBDC Centers throughout the State.

Small Business Management Program

Walt Postlewait, Executive Vice President and Chief Lending Officer for Craft 3, continues to be our program manager for the Clatsop Community College SBDC Small Business Management Program.

The 2017/18 classes will run from October 4th through June, 2018, with classes meeting every other week for 1-1/2-hour sessions.



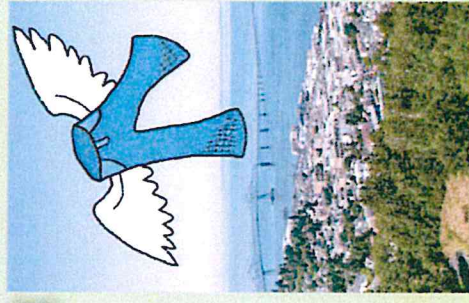
BUSINESS OWNERS!
FEEL LIKE YOU'RE FLYING BY
THE SEAT OF YOUR PANTS?

You're ready for SBM!

SBM is CCC SBDC, Small Business Management Program. An exclusive 9-month program for established business owners in which YOUR business is the textbook.

Contact us at sbdc@clatsopcc.edu or Call 503-338-2402 to get more details

We only have a select number of businesses that can be accepted into the program, SO APPLY NOW!



1455 N. Roosevelt, Seaside, OR • 503-338-2402
www.clatsopcc.edu • email: SBDC@clatsopcc.edu

CEDR 2017/18 APPROVED BUDGET

7-1-17 through 6-30-18

Revenue		Baseline	Pct	Actual	Pct
County Sponsorship		\$70,000	26%		0%
City/Port/SETD		\$34,500	13%		0%
CCC Support \$37.4K/+Program Income		\$55,404	20%		0%
Private Sector Sponsorship		\$27,150	10%		0%
Federal/SBDC Grants		\$73,454	27%		0%
Carryover into FY		\$11,000	4%		0%
Total Revenue		\$271,508	100%	\$0	0%
Expenses					
Wages & Fringe		\$209,182	77%		0%
Rent (South County)		\$9,000	3%		0%
Contracted Consultants/SBDC Coun.		\$24,000	9%		0%
G&A/Advertising/Travel/Supplies/Misc.		\$25,326	9%		0%
Unallocated (Carry into next FY)		\$4,000	1%		0%
Total Expense		\$271,508	100%	\$0	0%
Projected Revenue: Clatsop County \$70,000. Cities of Astoria \$10,000, Seaside \$10,000					
Warrenton \$7,000. Cannon Beach \$3,000. Gearhart \$3,000, Port of Astoria \$1,000. Sunset Empire Transportation District \$500					
Clatsop Community College \$37,404 "Match" and Program Income of \$18,000. Total = \$55,404					
Private Sector Sponsorship \$27,150 (Same as last year)					
Federal/SBDC funding: SBA \$30,150. OBDD/Business Oregon \$42304. Total= \$73,454 (There may be some additional dollars here)					
Checking Balance Carryover into new year- \$11,000					

CEDR Highlights 2017 YTD

-CEDR Awards Event March 22nd
 CEDR county-wide business awards event was held at the Seaside Convention Center with over 180 business and community leaders in attendance. Nine awards were given out to businesses from throughout Clatsop County.

SAVE the DATE: March 2018
CEDR's 2018 Annual Awards Event!
 CCC Patriot Hall- Astoria



Clatsop County Job & Career Fair

CEDR AND THE LOCAL OREGON EMPLOYMENT DEPARTMENT SPEARHEADED THE THIRD ANNUAL CLATSOP COUNTY JOB & CAREER FAIR AT THE CLATSOP COUNTY FAIRGROUNDS ON FEB. 22ND WITH:

- 71 employers participating
- Over 700 students attending, including Naselle and Ilwaco HS.
- School Districts and Local Employers were very generous!
- There was a 2:00 PM-4:00 PM adult job seeker fair added.



2017

Clatsop Commercial Fisheries Tour

May 31, 2017, 8 am – 2 pm | Barbey Maritime Center | Astoria, Oregon

- 8:00 am** **Welcome & Introductions**
Introduce steering committee and elected officials. Coffee and light pastries provided.
- 8:30 am** **Fishing Operations Presentations**
Dungeness Crab
Hugh Link, Oregon Dungeness Crab Commission
John Corbin, Buck & Ann Fisheries
Groundfish
Scott McMullen, Oregon Fishermen's Cable Committee
Paul Kujala, Skipanon Brand Seafood
Training & Safety
Bill Antilla, Clatsop Community College MERTS
- 9:30 am** **WCT Marine & Construction Inc.**
Willie Toristoja, Yard Superintendent
Short walk to next tour stop, shuttle available
- 10:15 am** **Pacific Coast Seafoods**
Hiram Cho, Plant Production Supervisor
- 11:30 am** **Great Ocean Da Yang Seafood, Inc.**
Chang Lee, Plant Manager
- 12:30 pm** **Seafood Lunch**
Hosted by Englund Marine & Industrial Supply
- 1:00 pm** **Lunch Presentations**
Salmon
Nancy Fitzpatrick, Oregon Salmon Commission
Steve Fick, Fishhawk Fisheries
Policy update
Congresswoman Suzanne Bonamici
U.S. House of Representatives
- 2:00 pm** **Tour Concludes**
At Barbey Center



Thank you to our sponsors!



CFEDC

Clatsop Forestry Economic Development Committee

This sector continues to be 30% of our economic base.

\$23.5M HAS BEEN DISTRIBUTED FROM OREGON DEPARTMENT OF FORESTRY (ODF) TO CLATSOP COUNTY FROM TIMBER HARVESTS LAST YEAR, WHICH DIRECTLY FUNDS SCHOOLS, LAW ENFORCEMENT, ROADS, CLATSOP COMMUNITY COLLEGE, AND MUCH MORE.

-10-

The 27th annual leader's tour will feature "Forest Management, Stream Buffers and Stream Protection"



Tuesday
Sept. 12th,

Save
the Date!





CEDR:

Grows partnerships with each city, the County, Col-Pac, Business Oregon, and the Regional Solutions team. Also active participant in regional Economic

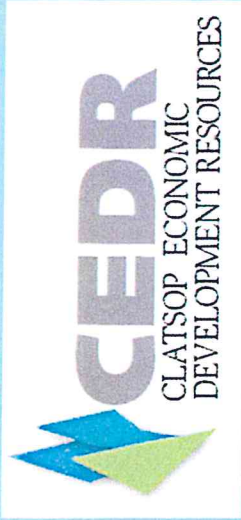
Participates in Col-Pac regional meetings and SBDC statewide Director Meetings with all nineteen SBDC centers in the state of Oregon.

Is on the Governors Regional Solutions team as an advisory member working closely with Mark Ellsworth from the Governors office and the rest of the "team" on projects, initiatives and priorities.

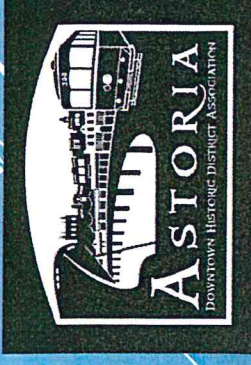
Kevin serves as the Enterprise Zone Manager for Clatsop County.

Working with ACC (Arts Council of Clatsop County) to emphasize and publicize the Economic Impact of the ARTS in Clatsop County.

Initiating an Internship Program with the Five Clatsop County High School and Regional ESD to have paid work experience programs with local employers that will give work experience and also showcase career opportunities for our youth.



CEDR is a member of the Clatsop Community College and Astoria High School Business Advisory committees, and is an active advisory member of the Astoria-Warrenton Chamber of Commerce Board, the Seaside Chamber of Commerce, Cannon Beach Chamber of Commerce, SDDA, and attends the WMM meetings in Cannon Beach.



CEDR MEMBERS

Underwriter (\$5000+)

Pacific Power

Executive (\$2500+)

Warrenton Business Association

Sustaining (\$1000+)

Astoria-Warr Chamber Commerce

Bank of the Pacific

Clatsop Community Bank

Craft3

Columbia Bank

Georgia-Pacific Wauna Mill

Hampton Lumber Mills, Inc

NW Natural Gas Company

Providence Seaside Hospital

Seaside Chamber of Commerce

Versa Corp

Sponsor (\$500+)

Bornstein Seafood, Inc.

Columbia Bank

Fort George Brewery + Public House

iFocus Consulting, Inc.

Martin Hospitality

US Bank

Advocate (\$250+)

High Life Adventures

Lewis & Clark Timberlands

Business Level (\$100+)

Aflac

Arbor Care Tree Specialists

Astoria Vintage Hardware

Baker, Monaghan & Assoc.

Bayview Transit Mix, Inc.

Beach Development, LLC

Bowpicker Fish & Chips

BREE & Associates Real Estate Team

Bridgewater Bistro

Busser, Law, & Associates, LLP

Campbell & Popkin, LLC

Cannon Beach Chamber of

Commerce

Cannon Beach Vacation Rentals

Coherence Consulting, LLC

Commercial Adjustment Co.

Custom Excavating & Trails End

Recovery

Dan Bartlett

Darlene Warren Insurance

Del's OK Point S Tire Factory

Diane Barendse CPA, LLC

Dr. Roof

Duane Johnson Real Estate

Englund Marine & Industrial Supply

Fishhawk Fisheries

Gimre's Shoes Astoria, Inc.

Hallmark Resort

Inn at Seaside

J & H Boatworks

Knutsen Insurance

LEKTRO

Lucy's Books

Lum's Auto Center

Mini Mart

N. Landwehr Financial Planner

Norma's Seafood & Steak

Ohana Media Group

P & L Johnson Mechanical

Pat O'Grady

Personal Computer Training

Pig N Pancake, Inc.

Polk Riley Printing

Pro-Nurse Press

Recology Western Oregon Coast, Inc.

Rohne's Brownsmead Island Farm

Rickenbach Construction, Inc.

Seaside Temps

Senator Betsy Johnson

Sundial Travel Service

The Daily Astorian

Warrenton Kia

Wecoma Partners, LTD

Wet Dog Café & Brewery

Whole Brain Creative

WWC Business Solutions

Supporter (\$50+)

Da Yang Seafood

Linda Dugan Insurance

Maggie & Henry

The Sharpening Doc

Public Sector Partners

Business Oregon & SBA

Cities of Astoria, Cannon Beach,

Gearhart, Seaside, and Warrenton

Clatsop Community College

Clatsop County

Port of Astoria

Sunset Empire Transportation District



The CEDR Private Sector Membership Initiative continues to grow, currently having 79 private sector partners.

We appreciate the public sector and the business community's financial support, which directly funds the FREE and CONFIDENTIAL advising provided to our clients.

-14-

The financial support, in addition to the core funding from SBA, Business Oregon & Clatsop Community College, allows us to serve the business community in Clatsop County, from start-ups to large companies.





clatsoped.com



bizcenter.org



clatsopcc.edu



CFEDC- Clatsop Forestry and Wood Products Economic Development Committee

County Commission Presentation. August 23rd, 2017

Presenters:

Kevin Leahy- Executive Director of CEDR (Clatsop Economic Development Resources)
and the Clatsop Community College Small Business Development Center
Lois Perdue- Mill Manager, Hampton Lumber Company – Warrenton

Committee Mission and Goals:

“Pursuant to the following bylaws, the mission of the Clatsop Forestry and Wood Products Economic Development Committee is to share educational information regarding wood and paper products, forest management, land use, and related issues with community leaders and the general public. Primary goals are to 1) educate community leaders and the public about the status and importance of the forest sector in the regional economy, and 2) stimulate economic planning efforts and economic development projects in the forest sector for the benefit of local communities”.

Committee Members:

Kevin Leahy, CEDR/CCC SBDC, Chair.
Tom Clark, Lewis & Clark Timberlands/Greenwood Resources, Vice-Chair.
Lindsay Davis, OSU Extension, Treasurer
Valerie Grant, OSU Extension, Secretary
Lianne Thompson, Clatsop County Commissioner
Mark Gustafson, Gustafson Logging.
Mark Morgans, Lewis & Clark Timberlands/Greenwood Resources,
Dan Goody, District Forester, Oregon Department of Forestry
Craig Sorter, Weyerhaeuser
Cliff Tuttle, Hampton Warrenton Mill
Lois Perdue, Hampton Warrenton Mill Manager
Joyce Aho, WorkSource Northwest Oregon/Oregon Employment Department
Tom Scoggins, Society of American Foresters



Extension Service Clatsop County
Oregon State University,
2001 Marine Drive Room 210,
Astoria, Oregon 97103
T 503-325-8573 | F 503-325-7910 | <http://extension.oregonstate.edu/clatsop/>

Annual Leaders Tour Invitation. Tuesday, September 12th. 7:45 am- 2:00 PM.

Economic Importance of this Sector in Clatsop County:

Forest Sector Jobs 1719 Jobs. 11.5% of Employment. \$111,000,000 annual payroll.
Average wage \$64,502, almost double county average. Roughly 30% of county economic base tied to this sector.

Forest Ownership: Large Private 52%, State, and other Public, 32%, Small Private 16%.

Recap of Clatsop County Job & Career Fair Activity for CFEDC committee.

Lois Perdue Update. Economic Impact of Hampton Warrenton Mill to the regional economy.

Review of Tax Revenue Projections for Clatsop State Forest (Attachment)

Supporting Clatsop County (County Share Distribution), School Distribution: County School Fund, Individual School Districts, Clatsop Community College, and NW ESD.

Review of Taxes Paid Lewis & Clark Timberlands/Greenwood Resources (Attachment)

Questions.

Clatsop Forest and Wood Products Economic
Development Committee invites you to:

THE 27TH ANNUAL FORESTRY TOUR

FOR COMMUNITY LEADERS



TUESDAY, SEPTEMBER 12TH

7:45 AM -2:00 P.M.

FEATURING: STREAM RESTORATION, STREAM PROTECTION AND FOREST MANAGEMENT

- Forest site visits include Lewis & Clark Timberlands/Greenwood Resources, and Weyerhaeuser in the Highway 26 area.
- Join us for a discussion of forest management operations, stream buffers and stream enhancement projects.

RSVP by September 7th. Call OSU Extension at (503) 325-8573

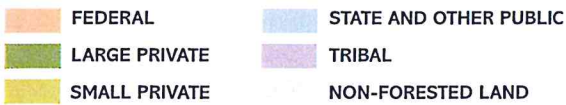
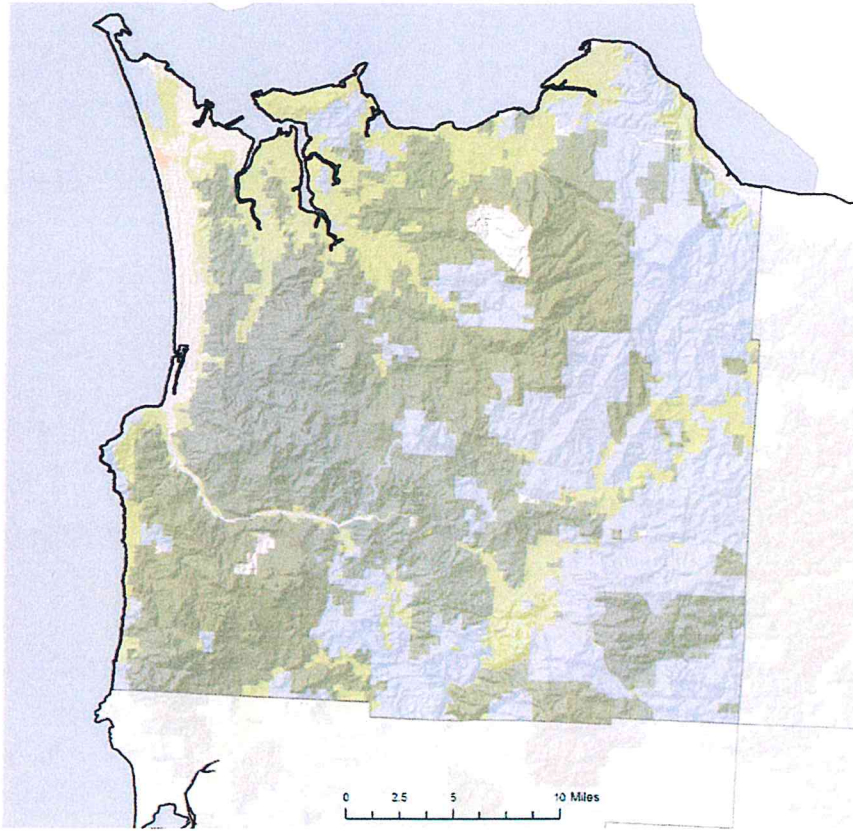
Morning refreshments, lunch, and transportation provided by the committee.

Please wear boots or sturdy shoes (no open toes) and appropriate clothing for the outdoors.

Accommodation requests related to a disability should be made by September 8th by calling Clatsop County Extension (503) 325-8573.



CLATSOP COUNTY



LAND AREA (thousands of acres)

Total land	529
Total forestland (94%)	499

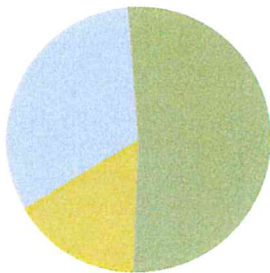
FORESTLAND OWNERSHIP (thousands of acres)

Federal	0.4
Large private	258
Small private	78
State and other public	162
Tribal	0
TOTAL	498.4

TIMBER HARVEST (thousands of board feet)

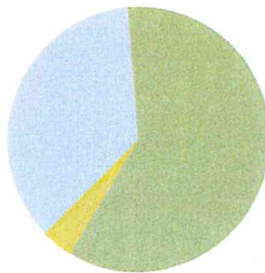
Federal	0
Large private	146,227
Small private	9,810
State and other public	89,302
Tribal	0
TOTAL	245,339

FORESTLAND OWNERSHIP



0%	FEDERAL	0%
52%	LARGE PRIVATE	60%
16%	SMALL PRIVATE	4%
32%	STATE AND OTHER PUBLIC	35%
0%	TRIBAL	0%

TIMBER HARVEST BY OWNER



2015

FOREST SECTOR JOBS

Forest sector jobs	1,565
% of county employment	7.7

PRIMARY WOOD PROCESSING

Sawmills	1
Pulp & paper mills	1
TOTAL FACILITIES	2

OregonForestFacts.org © 2017, Oregon Forest Resources Institute.

Timber harvest and forest sector jobs data is from 2015. Wood processing data is from 2016. Jobs data is from Oregon Employment Department. Ownership, harvest data and map provided by the Oregon Department of Forestry.

Oregon's wood products industry is a traded sector, with close to 75 percent of all products made here sold outside the state. This state dominates U.S. production of softwood lumber and plywood. Now, it is also a leader in engineered wood and home to the first mill in the United States to manufacture structurally certified cross-laminated timber (CLT). Oregon forest landowners practice sustainable forestry and comply with the Oregon Forest Practices Act.

40 MILLION TREES PLANTED IN 2016

FORESTLAND OWNERSHIP (acres)

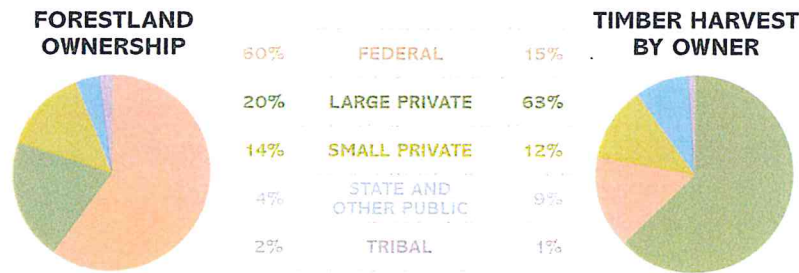
Federal	17.9 million
Large private	5.9 million
Small private	4.3 million
State and other public	1.2 million
Tribal	475,000
TOTAL	29.9 million

Nearly half of Oregon's 63 million acres are forestland.

Lumber	5.2 billion board feet 17% of total U.S. production (No. 1 in U.S.)
Plywood	2.5 billion square feet 29% of total U.S. production (No. 1 in U.S.)

FOREST SECTOR JOBS (2015)

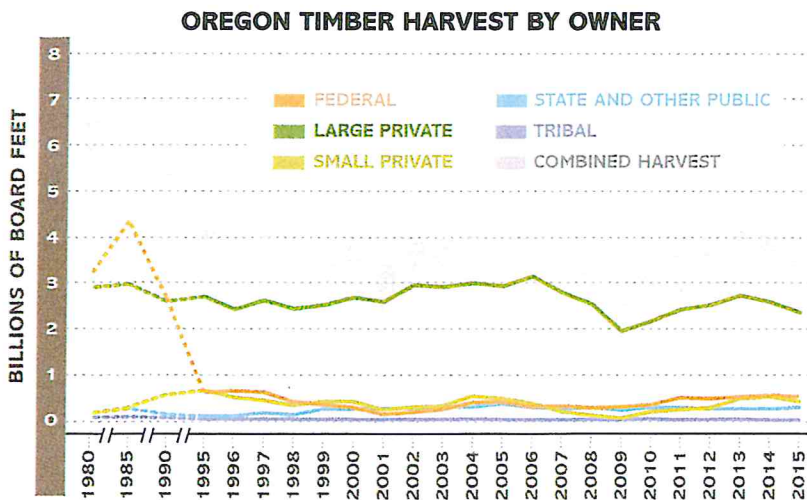
Forest management	7,697
Forestry support	13,499
Primary forest products	20,244
Secondary forest products	11,483
Distribution, transportation	8,087
TOTAL	61,010
Annual payroll	\$3 billion



NO CHANGE IN NUMBER OF FORESTED ACRES IN OREGON SINCE 1953: STILL 30 MILLION ACRES

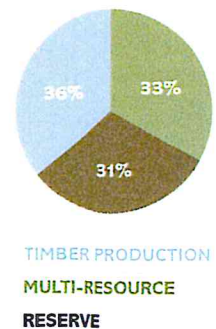
PRIMARY WOOD PROCESSING

Sawmills	52
Plywood/veneer plants	27
Board plants	10
Pulp and paper mills	7
Engineered wood plants	13
TOTAL FACILITIES	109



A BALANCED APPROACH - FORESTLAND MANAGEMENT CLASSES

Oregon's forests are managed for three primary purposes: timber production, multi-resource, including recreation, water and wildlife, and reserves with limited timber harvest that are set aside as parks or wilderness areas, or to protect endangered species habitat.





Oregon

Kate Brown, Governor

Department of Forestry

Astoria District
92219 Highway 202
Astoria, OR 97103
(503) 325-5451
Fax (503) 325-2756

July 26, 2017

Cameron Moore
Clatsop County Manager
800 Exchange, Suite 410
Astoria, OR 97103

RE: Revenue Projections for Clatsop State Forest fiscal year (FY) 2018 and FY 2019.

Dear Cameron:

Attached are an updated revenue projection for FY18 and an initial projection for FY19.

The updated projection for FY 18 has decreased by eight percent. This decrease is due to a few sales finishing up in FY17 and revenue being received earlier than anticipated. The forecasted distributions to the County and Taxing Districts for FY18 is now approximately \$20.2 million dollars.

The initial FY19 forecasted distributions to the County and Taxing Districts is approximately \$18.1 million dollars. Keep in mind that many of the timber sales projected to deliver revenue in FY19 have not yet been sold. The estimates used to make this projection are based on current market conditions.

The following points are still necessary to keep in mind when reviewing this information:

1. The assumption was made that sales will be harvested and payments will be made in a timely manner, as per our contract requirements.
2. Current market conditions, in addition to other social and economic factors, could have significant impacts on the reliability of these estimated projections.
3. Projected revenues on "recovery" type sales are estimates based on a timber cruise of volume to be harvested. Actual revenue from these sales will vary according to the accuracy of the timber cruise.
4. Minor sources of revenue have not been identified in these projections. This includes special or smaller sales of low value.
5. A conservative, but realistic approach was taken when preparing these projections. The early harvesting of sales was not anticipated unless circumstances or information from purchasers indicated otherwise.

Furthermore, any changes and/or additional restrictions imposed by federal and state Endangered Species Act regulations could seriously encumber these projections.

The revenue distribution formulas are estimates based on input from the County Tax Department reports. If you have any questions concerning these projections, I invite you to contact me directly 503-325-5451.

Sincerely,

Ty Williams
Astoria Assistant District Forester

m5_type	DISTRICT_TYPE_CODE	DISTRICT_NAME	TotalImposed
Government	Fire	Cannon Beach RFPD	\$157.88
Government	Fire	Elsie-Vinemaple RFPD	\$5.28
Government	Fire	Gearhart RFPD	\$4.02
Government	Fire	Hamlet RFPD	\$0.63
Government	Fire	Olney-Walluski Fire & Rescue	\$4.15
Government	Fire	Seaside RFPD	\$0.70
Government	Government	Clatsop 4H & Extension	\$3,599.33
Government	Government	Clatsop County	\$108,101.42
Government	Government	Clatsop County Ambulance	\$0.00
Government	Government	Port of Astoria	\$8,465.77
Government	Government	Sunset Empire Park & Recreation Center	\$25,582.42
Government	Health	Clatsop Care Center	\$7,163.75
Government	Health	Union Health District	\$837.92
Government	Law Enforcement	Clatsop County Rural Law Enforcement	\$48,496.59
Government	Road	Road District #1	\$68,582.72
Government	Transportation	Sunset Empire Transportation	\$10,919.27
Government	Water	Skipanon Water District	\$60.00
Non-Limited	Diking	Diking Improvement Co #9	\$8.50
Non-Limited	Fire	Fire Patrol Surcharge	\$427.50
Non-Limited	Fire	OR Forestry Fire Patrol	\$177,941.55
School	School	Astoria School District #1	\$223,049.70
School	School	Clatsop Community College	\$64,443.72
School	School	Jewell School District #8	\$19,039.49
School	School	Knappa School District #4	\$5,531.30
School	School	Northwest Regional ESD	\$10,362.45
School	School	Seaside School District #10	\$135,590.01
School	School	Warrenton-Hammond School District #30	\$1,675.24
		2015-2016 Total	\$920,051.31
		LEWIS & CLARK TIMBER 2015 TAXES PAID	

1 Monica Steele, Budget & Finance Director, presented the 4th Quarter Financials to the Board.
2 Steele said this data reflects all information available through the 17th of July. Some departments
3 will continue to see expenses and revenues that will be reflected in the final 2016-17 fiscal year
4 financial statements. Revenue collections for all funds through the 4th quarter are approximately
5 \$42.2 million. Revenues received in the General Fund through the 4th quarter are approximately
6 \$19.6 million or 107%, excluding the beginning balance and transfers. Property taxes collected
7 came in at 101.4% of the budgeted amount. Timber revenues also came in higher than the 15
8 year low that was budgeted and any funds received in excess of the 15 year low go into the
9 General Fund Stabilization account which is used to help offset any future revenue shortcomings
10 in the General Fund. Steele said the payroll for the fiscal year came in at 95.5% of the budgeted
11 amount and General Fund Org Units came in under the adjusted budgeted amount. The Board of
12 Commissioners Org Unit spent 97.2% of the adjusted budgeted amount. The total adjusted
13 amount budgeted for Education & Training along with reimbursed travel was \$15,500 and
14 \$14,005 has been spent for such expenses. Steele went over the Public Health and Roads
15 Department expenses. Steele said all funds came in under budget and many realized revenues
16 greater than estimated. In December of 2015 the county sold a piece of property in the NCBP to
17 Big Beams, LLC for \$700,000 with an agreement for the county to carry the loan. The balance of
18 the loan has been paid in full. These proceeds were redeposited into the Industrial Revolving
19 Fund. The county completed an update to the Long Term Financial Plan and recommended
20 changes to the existing plan will be brought to the Board by the consulting firm at the August 9th
21 meeting.
22

23 **BUSINESS FROM THE PUBLIC**

24 George McCartin, 490 Franklin Ave., Astoria. McCartin is concerned about the settlement
25 between the county and DHS in the amount of \$47,602.00. He doesn't understand the
26 overpayment and would like an answer as to how this could happen.
27

28 John Dunzer, 2964 Keepsake Drive, Seaside. Dunzer said he has knowledge of redevelopment.
29 Dunzer said urban renewal funds build up over time. Dunzer said the urban renewal district is an
30 inappropriate method of financing school infrastructure.
31

32 **CONSENT CALENDAR**

33 *Nebeker made and Clement seconded a motion to approve the consent calendar. Motion carried*
34 *unanimously with Thompson excused.*

- 35 a. Westport County Park Utility Easement Agreement with Clatskanie PUD {Page }
- 36 b. Westport County Park Utility Easement Agreement with Westport Water Assoc.. {Page }
- 37 c. Board of Commissioners Regular Meeting Minutes 6-28-17 {Page }
- 38 d. Amendment to Agreement with Tillamook Family Counseling {Page }
- 39 e. Approval of 2017-18 non-profit funding agreement with CEDR {Page }
- 40 f. Award of six-month contract to Bio-Oregon for purchase of fish food {Page }

41
42 **BUSINESS AGENDA**

43 a. Oregon Community Foundation Grant for Tri-County Parenting Education
44 Jill Quackenbush, Prevention Program Coordinator, asked the Board to approve a parenting grant
45 from the Oregon Community Foundation. The funds pay for staff coordination, parenting
46 education programs, family engagement activities and professional development for Tillamook,

1 Columbia and Clatsop Counties. Quackenbush said this is the 4th year they are requesting this
2 grant which is a five year opportunity so they are looking at how to sustain and continue to build
3 capacity for parenting education in the tri-county region. *Nebeker moved to approve the contract*
4 *with Oregon Community Foundation for tri-county parenting education programs and Sullivan*
5 *seconded. Motion carried unanimously with Thompson excused.*
6

7 b. 2013-15 Settlement Agreement for Developmental Disabilities

8 Greg Engebretson, Juvenile Director, said the county contracts with Clatsop Behavioral
9 Healthcare (CBH) to provide services to the developmental disabled. CBH invoices the Oregon
10 Department of Human Services (DHS) for financial reimbursement for services provided. These
11 funds are passed through the county. At the end of the biennium, there is a reconciliation
12 process. The 2013-15 settlement agreement has been determined to be \$47,602.00. Since the
13 county is the contracting agency, the agreement must be signed by the county. Steele said the
14 county receives the funds prior to the services being provided so during the reconciliation
15 process is when DHS discovered the overpayment. Reynolds said this is an audit done at the end
16 of each biennium and there have been some years where the state has had to repay the county.
17 *Nebeker moved to approve both the Repayment Agreement between Clatsop County and the*
18 *Department of Human Services and the Repayment Agreement between Clatsop County and*
19 *Clatsop Behavioral Healthcare and authorize the county manager to sign and Clement*
20 *seconded. Motion carried unanimously with Thompson excused.*
21

22 **COMMISSIONERS' REPORTS**

23 Sullivan attended the Forest Trust Lands Advisory Council meeting and testified to the Board of
24 Forestry. See hereto attached – Exhibit A. Sullivan said the forestry department is very
25 concerned about the solar eclipse causing the main roads to clog so people may take the forest
26 roads. They are staging equipment of water and fuel. The logging companies are taking their
27 trucks off the road for a week and locking their roads. Sullivan attended the Coastal Caucus.
28 Sullivan thanked Steve Meshke for his work on the improvements in Westport.
29

30 Nebeker no report.
31

32 Clement said the Clatsop County Fair is coming up on August 1st and Montgomery Gentry will
33 be performing on Thursday, August 3rd. There is a beef BBQ fundraiser for 4H. Clement said the
34 gillnetters are arriving home from the sockeye salmon run in Alaska. It was challenging because
35 the canneries weren't ready for the amount of fish that were coming in so they had to shut down
36 and the fishermen had to stop fishing.
37

38 Lee attended the CREST meeting where he learned about the new projects they are working on.
39

40 **COUNTY MANAGER'S REPORT**

41 Moore said he spoke with the Oregon Department of Fish & Wildlife and they are developing an
42 application for fishermen in helping them with their economic loss due to having to transition to
43 new gillnetting equipment. There will be a committee set up which will require one county
44 commissioner representative. The money is to compensate people for their documented
45 economic loss. Clement wants to make sure the fine print is read and that the gillnetters are
46 protected. Moore said he is working on the housing study and getting final commitment from the

1 City of Cannon Beach. The county has started recruiting for the County Clerk position and
2 would like to have someone on board by November. The detailed cost estimates for the proposed
3 new jail facility should be in by August 1st.

4

5 **ADJOURNMENT 7:30pm**

6

7

Approved by,

8

9

10

11

Scott Lee, Chairperson

FOREST TRUST LAND ADVISORY COMMITTEE

Testimony to the Board of Forestry July 25, 2017

For the record I am Clatsop County Commissioner Kathleen Sullivan, testifying before you on behalf of the Forest Trust Land Advisory Committee. I am speaking on behalf of Chair Josi, who could not make it today.

FTLAC met July 14th. The meeting was productive as always. We take very seriously our role of keeping informed of the state and direction of the Board and Department of Forestry, and offering advice to you to ensure better outcomes.

FTLAC has comments on a few items.

- We recognize the critical importance of the Trask Paired Watershed Study. It has already proven its worth. The Forest Management Plan Revision and any projects undertaken on the ground need to be rooted in science, and this study has the potential of providing a trove of useful information.
- We support the State Forest Division's business improvement work. It was described to us and we feel that the focus is where it belongs. We understand that this is an internal process, not

policy-making, but offer our agreement that district/commissioner meetings have been an effective venue for these types of conversations.

- FTLAC will state again that it is very important that the Forest Management Plan Revision not be sidetracked by additional analysis.
- Regarding forest planning, we support ODF's effort to focus the Board's attention on policy decisions rather than specific technical issues about data, calculations, and models.
- Having said that, FTLAC is anxious to ensure that the data, assumptions, and modeling processes lead to a credible projection of outputs, costs, and revenues of future forest management. Previous forest management decisions have been made with incomplete or inadequate analysis, and none of us want to repeat that.
- We are committed to engaging with the ODF planning team to understand the analytical basis for any proposed changes to the forest management plan, and will seek opportunities to provide our assistance to ODF planners directly.
- State Forester Peter Dougherty discussed with us the process he is using to explore the viability of an HCP from a business perspective. He stated that the Take Avoidance protocol is

becoming increasingly more difficult to create economic certainty for the Trust Counties and the Department's economic viability.

- Also discussed are the preparations being made by ODF in anticipation of the Solar Eclipse on August 21. Forest logging operations will be curtailed due to traffic and fire concerns.

Thank you for receiving FTLAC comments.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

August 23, 2017

Issue/Agenda Title: Purchase of 2018 Ford F150 Pickup

Category: Consent Calendar

Prepared By: Ted McLean, Assistant Public Works Director

Presented By: Michael Summers, Public Works Director

Issue before the Commission: Approve the Purchase of 2018 Ford F150 4x4 Supercrew Pickup

Informational Summary: The Public Works Department has budgeted a total of \$450,000.00 for the purchase of equipment in the FY 17/18. This purchase was budgeted at \$35,000.00 of the total fund budget.

This new pickup will replace a 2006 Chevy Pickup with 153,000 miles. The new pickup will be used by our Engineering department for the purpose of transporting our surveying and engineering equipment and employee's to various projects throughout the County. We are ordering the Supercrew cab style with 110V AC inverter for storage of their electronic equipment, battery charging capabilities and moving more people.

The Purchase price for the 2018 Pickup is \$33785.66

Fiscal Impact: This purchase was budgeted in the Roads Equipment Replacement Fund.

Options to Consider:

1. Approve purchase of the 2018 Ford F150 4x4 Supercrew Pickup
2. Look for other truck options
3. Keep fleet as is

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve the purchase of the 2018 Ford F150 4x4 Supercrew Pickup from Northside Ford and to declare surplus #269 Pickup"*

Attachment List:

- A. 2018 Ford F150 Specs
- B. Orpin Contract #5549



Northside Ford Truck Sales, Inc.
6221 N E Columbia Blvd., Portland, Oregon, 972182995
Office: 503-282-7773

Customer Proposal

Prepared for:

Ted Mclean
Clatsop Co

Prepared by:

SHARON TUCKER
Office: 503-282-7773
Email: stucker@northsidetrucks.com

Date: 07/27/2017

Vehicle: 2018 F-150 XL
4x4 SuperCrew Cab Styleside 6.5' box 157"
WB

Quote ID: ClatsW1E





Northside Ford Truck Sales, Inc.
6221 N E Columbia Blvd., Portland, Oregon,
972182995
Office: 503-282-7773

2018 F-150, SuperCrew Cab Styleside
4x4 SuperCrew Cab Styleside 6.5' box 157" WB
XL(W1E)
Price Level: 815 Quote ID: ClatsW1E

Selected Options

Code	Description	MSRP	Invoice
Base Vehicle			
W1E	Base Vehicle Price (W1E)	\$39,685.00	\$37,701.00
Packages			
101A	Equipment Group 101A Mid	\$2,255.00	\$2,075.00
	- Option Discount	-\$750.00	-\$691.00
	<i>Includes:</i> - Engine: 5.0L V8 <i>Includes auto start-stop technology and flex-fuel capability,</i> - Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport.</i> - Cloth 40/20/40 Front Seat <i>Includes 2-way manual driver/passenger adjustment and armrest.</i> - XL Power Equipment Group - Power Glass Sideview Mirrors w/Black Skull Caps <i>Includes manual-folding.</i> - Illuminated Entry - MyKey - Perimeter Alarm - Power Door Locks <i>Includes flip key and integrated key transmitter keyless-entry (includes Autolock).</i> - Power Tailgate Lock - Power Front & Rear Windows - Radio: AM/FM Stereo/Single-CD Player <i>Includes 6 speakers.</i> - 4.2" Productivity Screen in Instrument Cluster <i>Includes compass.</i> - SYNC <i>Includes enhanced voice recognition communication and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port.</i> - Cruise Control		
Powertrain			
99G	Engine: 3.5L V6 EcoBoost	\$600.00	\$552.00
	<i>Includes auto start-stop technology.</i>		
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
	<i>Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport.</i>		
XL6	Electronic Locking w/3.73 Axle Ratio	Included	Included
NONGV3	GVWR: 7,600 lbs Payload Package	Included	Included
Wheels & Tires			
T7C	Tires: LT245/70R17E BSW A/T	Included	Included
64W	Wheels: 17" Silver Steel w/627	Included	Included

Seats & Seat Trim



Selected Options (cont'd)

Code	Description	MSRP	Invoice
A	Vinyl 40/20/40 Front Seat	N/C	N/C
Other Options			
157WB	157" Wheelbase	STD	STD
58B_	Radio: AM/FM Stereo/Single-CD Player <i>Includes 6 speakers.</i>	Included	Included
53B	Class IV Trailer Hitch Receiver	Included	Included
<p>Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately.</p> <p><i>Includes towing capability up to 5,000 lbs. on 3.5L Ti-VCT engine (998) and 2.7L EcoBoost engine (99P) or up to 7,000 lbs. on 3.5L EcoBoost engine (99G) and 5.0L V8 engine (99F), smart trailer tow connector and 4-pin/7-pin wiring harness.</i></p>			
53C_	Max Trailer Tow Package	\$1,295.00	\$1,192.00
<p>Ordering the Max Trailer Tow Package does not include Trailer Tow Mirrors. Trailer Tow Mirrors are a standalone option and must be ordered separately. (Option Code: 54M or 54Y/59S). Max GCWR/max tow achieved on SuperCrew when equipped with 20" wheels. These trucks will also come equipped with max springs, steering gear and upgraded stabilizer bar for this configuration.</p> <p><i>Includes max towing capability up to 13,200 lbs. and upgraded rear bumper.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Extended Range 36 Gallon Fuel Tank - Auxiliary Transmission Oil Cooler - Engine Oil Cooler - Pro Trailer Backup Assist - Class IV Trailer Hitch Receiver <p><i>Includes towing capability up to 5,000 lbs. on 3.5L Ti-VCT engine (998) and 2.7L EcoBoost engine (99P) or up to 7,000 lbs. on 3.5L EcoBoost engine (99G) and 5.0L V8 engine (99F), smart trailer tow connector and 4-pin/7-pin wiring harness.</i></p> <ul style="list-style-type: none"> - Integrated Trailer Brake Controller - Upgraded Front Stabilizer Bar 			
627	Heavy-Duty Payload Package	\$1,500.00	\$1,380.00
<p><i>Includes 9.75" gearset and upgraded springs.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - GVWR: 7,600 lbs Payload Package - Electronic Locking w/3.73 Axle Ratio - Extended Range 36 Gallon Fuel Tank - Tires: LT245/70R17E BSW A/T - Auxiliary Transmission Oil Cooler - Wheels: 17" Silver Steel w/627 			
67T	Integrated Trailer Brake Controller	Included	Included
PAINT	Monotone Paint Application	STD	STD
91V_	110V/400W Outlet	\$200.00	\$184.00
96W	Spray-In Bedliner (Pre- Installed)	\$495.00	\$456.00
<i>Custom Accessory.</i>			

Fleet Options



Northside Ford Truck Sales, Inc.
 6221 N E Columbia Blvd., Portland, Oregon,
 972182995
 Office: 503-282-7773

2018 F-150, SuperCrew Cab Styleside
 4x4 SuperCrew Cab Styleside 6.5' box 157" WB
 XL(W1E)
 Price Level: 815 Quote ID: ClatsW1E

Selected Options (cont'd)

Code	Description	MSRP	Invoice
85A	XL Power Equipment Group <i>Includes:</i> - Power Glass Sideview Mirrors w/Black Skull Caps <i>Includes manual-folding.</i> - Illuminated Entry - MyKey - Perimeter Alarm - Power Door Locks <i>Includes flip key and integrated key transmitter keyless-entry (includes Autolock).</i> - Power Tailgate Lock - Power Front & Rear Windows	Included	Included
52P	SYNC <i>Includes enhanced voice recognition communication and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port.</i>	Included	Included
50S	Cruise Control	Included	Included

Interior Colors

AG_02	Medium Earth Gray	N/C	N/C
-------	-------------------	-----	-----

Primary Colors

YZ_01	Oxford White	N/C	N/C
-------	--------------	-----	-----

SUBTOTAL		\$45,280.00	\$42,849.00
FDAF Assessment		\$0.00	\$0.00
Fuel Charge		\$0.00	\$0.00
Destination Charge		\$1,295.00	\$1,295.00
TOTAL		\$46,575.00	\$44,144.00



Northside Ford Truck Sales, Inc.
 6221 N E Columbia Blvd., Portland, Oregon,
 972182995
 Office: 503-282-7773

2018 F-150, SuperCrew Cab Styleside
 4x4 SuperCrew Cab Styleside 6.5' box 157" WB
 XL(W1E)
 Price Level: 815 Quote ID: ClatsW1E

Pricing - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$39,685.00
Options & Colors	\$5,595.00
Upfitting	\$0.00
Destination Charge	\$1,295.00
<hr/>	
Subtotal	\$46,575.00
 <i>Pre-Tax Adjustments</i>	
Description	
As per state contract #5549.	\$0.00
E-plates license, title, doc for government agencies in Oregon	\$179.50
Government discount	-\$12,968.84
<hr/>	
Total	\$33,785.66

Customer Signature

Acceptance Date

Award Summary
Price Agreement
Automotive Vehicles
(Prod)

ORPIN
Oregon Procurement Information Network

**Supplier Address**

Northside Ford Truck Sales, Inc.
6309 NE COLUMBIA BLVD
P.O. BOX 55010
Portland, Oregon
97238

Contact Sharon Tucker
Phone 1 (503) 282-7777
Fax
Email stucker@northsidetrucks.com

Contract #
5549

Amendment # 1
Revision # 2
Revision Date
06/28/2017

Opportunity #
DASPS-2052-14

Contract Start Date
04/06/2015

Expiration Date
03/31/2020

Supplier Number
4442

All dates are mm/dd/yyyy

Attachments Exist

Amendment/Revision Comments Exist

Secondary Suppliers Do Not Exist

User Comments Do Not Exist

Contract Administrator

DAS Procurement Services
1225 Ferry Street SE
Salem, Oregon
97301

Receiving Address

See purchase order

Contract Filed At

DAS PS

Contact Greg F Smith

Phone 1 (503) 378-5789

Fax

Email greg.f.smith@oregon.gov

Delivery Requirements

See Price Agreement

Payment Terms

Net 30

FOB

FOB Destination

Item #	Quantity / Unit	Description	Unit Cost
1	1 EACH	Commodity No. 998-94 Vehicles, Including Trucks, Vans, -43-	\$0

Mandatory or Convenience	Current Amendment Value
Mandatory	
Minimum Order	\$0.00
See Price Agreement	
Return Policy	
See Price Agreement	
Warranty	Previous Contract Value
See Price Agreement	\$75,000,000.00
Best Value Analysis	
Freight / Surcharge	
Renewal Option	Current Amended Value
	\$75,000,000.00

CONTROL NUMBER: 1898946

Master File: ORPIN-75577-14

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

August 23, 2017

Issue/Agenda Title: 2017-19 Justice Reinvestment Grant Proposal, Request for Letter of Support

Category: Consent Calendar

Prepared By: Lt Kristen Hanthorn

Presented By: Lt Matt Phillips, Lt Kristen Hanthorn

Issue before the Commission: Approve 2017-19 Justice Reinvestment Grant Proposal and provide Letter of Support.

Informational Summary: The 2017 Oregon Legislature appropriated \$40,131,000 for Justice Reinvestment (JRI) in the 2017-19 Biennium to financially support Oregon counties to plan, implement, or expand initiatives that reduce recidivism, reduce prison population, increase public safety, and hold offenders accountable. Clatsop County's allocation is \$486,302 of which, \$50,000 must be awarded to nonprofit victims services and 3% (\$14,589) will be returned to the State to help fund randomized controlled trials for grant awards selected for such evaluations.

With the input and support of the Public Safety Coordinating Counsel, the Clatsop County Sheriff's Office has proposed using 2017-19 JRI grant dollars for a Pretrial Services Program. The BOC approved the addition of a Pretrial Release Specialist and an Alternative custody Deputy in the 2017 budget. The Pretrial Release Specialist will interview pre-arraignment inmates and using a Clatsop County Circuit Court Release Matrix make release recommendations. The Alternative Custody Deputy will supervise the pretrial population. The goal of the Pretrial services is to maximize public safety; maximize release; and maximize court appearance.

The JRI Grant application must be submitted to the Oregon Criminal Justice Commission by August 31, 2017 and each application must provide a letter of support from the local governing body. The Clatsop County Sheriff's Office respectfully requests a letter of support from the Board of Commissioner to include in our grant application.

Fiscal Impact: Clatsop County 2017-19 Justice Reinvestment allocation is \$486,302.00

Options to Consider:

1. Approve the Justice Reinvestment Grant proposal and provide Letter of Support.
2. Do not approve the JRI grant proposal.
3. Request further information and risk missing Grant deadline of August 31, 2017.

Staff Recommendation: Option #1

Recommended Motion: *“I move to approve the Justice Reinvestment Grant proposal and request staff prepare a letter of support for signature by the Chair.”*

Attachment List:

- A. Letter of Support



Clatsop County
Board of Commissioners

800 Exchange St., Suite 410
Astoria, OR 97103
(503) 325-1000 phone / (503) 325-8325 fax
www.co.clatsop.or.us

August 23, 2017

Oregon Criminal Justice Commission
885 Summer St, NE
Salem, OR 97301

Re: Letter of Support from Clatsop County Board of County Commissioners

Dear Grant Review Committee,

The Clatsop Board of Commissioners enthusiastically supports the Clatsop County Pretrial Release Program and is grateful for the opportunity to receive Justice Reinvestment grant revenue to help fund this new program. It is our hope that our pretrial program will reduce jail/prison overcrowding and increase the public confidence in and support for the criminal justice process.

Currently, Clatsop County has a 60 bed jail and our Sheriff is forced to release approximately 20 pretrial inmates a week due to jail overcrowding. A pretrial release and supervision program will have many benefits. Pretrial release programs combine validated risk assessments, defendant interviews and confirmation of defendant factors to make objective release recommendations. The pretrial program will provide reasonable levels of supervision and monitoring to defendants on release. A new and growing body of research has shown pretrial programs are effective in reducing failure to appear, reducing new criminal activity and curbing recidivism. Clatsop County is committed to using our resources effectively and investing in our local Justice Reinvestment Programs.

On behalf of the Clatsop County Board of Commissioners, thank you for this opportunity to receive Justice Reinvestment grant revenue to support our Pretrial Release Program.

Sincerely,

Scott Lee
Chair, Clatsop County Board of Commissioners

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

August 23, 2017

Issue/Agenda Title: Intergovernmental Agreement between Oregon Dept. of Fish and Wildlife (ODFW) and Clatsop County Fisheries (CCF) for Operation of Fish Propagation Facility for the Biennium July 1, 2017 through June 30, 2019.

Category: Consent

Prepared By: Andrea Neys

Presented By: Steve Meshke

Issue before the Commission: CCF operates a salmon rearing, egg incubation and adult spawning facility on the South Fork Klaskanine River. The operation of this facility depends on funding from ODFW, and approval of this Intergovernmental Agreement will allow this facility to operate through the 2017-2019 biennium.

Informational Summary: The State of Oregon through ODFW and Clatsop County through CCF have cooperated since 1975 in a salmon-rearing program to increase the number of fish released into Youngs Bay for commercial and recreational harvest. Operation of the propagation facility located at the South Fork Klaskanine is primarily funded by this Agreement, with the balance funded through the voluntary fishermen assessment contributions.

Fiscal Impact: No other funding sources have been identified, and without this funding the operation of this facility would have to be significantly reduced with negative impacts on production and the local economy. The Agreement for \$535,096 is for the 2017-2019 biennium. \$264,829 is included in FY17.18 adopted budget for CCF.

Options to Consider:

1. Approve the Intergovernmental Agreement in order to continue funding for the 2017.2019 biennium
2. Do not approve the Intergovernmental Agreement

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve Oregon Dept. of Fish and Wildlife Intergovernmental Agreement No. 173-13 Amendment 3 authorizing the County Manager to sign the Agreement."*

Attachment List:

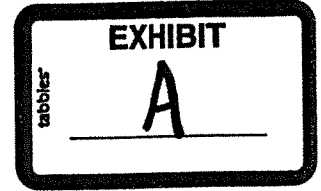
- a. Copy of Intergovernmental Agreement 173-13, Amendment 3, C6412
- b. Copy of Intergovernmental Agreement 173-13, Amendment 2, C5750
- c. Copy of Intergovernmental Agreement 173-13, Amendment 1, C5262
- d. Copy of Intergovernmental Agreement 173-13 C5262

C6412

Amendment No. 3
ODFW Agreement No. 173-13



AMENDMENT No. 3
TO
AGREEMENT No. 173-13



Clatsop County Fisheries Propagation Facilities
2017-2019

This is Amendment No. 3 (the "Amendment") to the Agreement # 173-13 (the "Agreement") between the Clatsop County Fisheries (CCF) and the State of Oregon acting by and through its Oregon Department of Fish and Wildlife ("ODFW").

I. AMENDMENTS

The Agreement is hereby amended as specifically described below (new language is indicated by being **bold and underlined** and deleted language is indicated by *italics* and [brackets]):

A. Section 1 of the Agreement is hereby amended as follows:

1. Effective Date and Duration. The term of this Agreement shall commence on July 1, 2013 or on the date on which this Agreement has been duly executed and all required approvals have been obtained, whichever date occurs later (Effective Date), and unless terminated or extended, this Agreement expires when the ODFW accepts CCF's completed performance or on **June 30, 2019** [June 30, 2017], whichever date occurs first.

B. Section 2 of the Agreement is hereby amended as follows:

2. Statement of Work. The Statement of Work (Work) is contained in Exhibit A, which is attached and incorporated by reference into this Agreement. CCF agrees to perform the Work in accordance with the terms and conditions of this Agreement **until ODFW accepts CCF's completed performance or on June 30, 2019, whichever date occurs first.**

C. Section 4 of the Agreement is hereby amended as follows:

4. Consideration. ODFW agrees to pay CCF an amount not to exceed **\$535,096** [\$516,244] for expenses as defined in Exhibit B: Budget for accomplishing the Work described in Exhibit A: Statement of Work. CCF may not make changes among budget categories without the prior written consent of ODFW's Project Manager, as listed in Exhibit C of this Agreement.

D. The Budget for this Amendment #3 is attached hereto as Attachment A-2.

II. Except as expressly amended above, all other terms and conditions of the original Agreement remain in full force and effect. Both Parties certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment, and with the same effect as though made at the time of this Amendment.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Approved By:

State of Oregon, by and through
OREGON DEPARTMENT OF FISH
AND WILDLIFE

CCF,
Acting by and through:
Clatsop County

Name: Cameron Smith
Title: Acting Deputy Director for Administration

Name:
Title: Clatsop County Manager

Date: _____

Date: _____

Approved for Legal Sufficiency by:

Anika E. Marriott
Assistant Attorney General
Oregon Department of Justice

By Email 08/04/2017
Date:

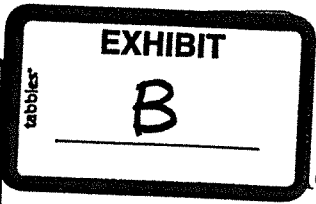
ATTACHMENT A-2

PROPAGATION FACILITY COSTS CLATSOP COUNTY FISHERIES PROJECT

17/19 Biennium
Update 04.25.2017

	Year 1		Year 2		TOTAL PROJECT COST 17/19	TOTAL MATCH	TOTAL ODFW 17/19 REQUEST
	Cost	17/18 ODFW	Cost	18/19 ODFW			
PERSONAL SERVICES							
Natural Resources Manager SM (.5 fle)	6,680	6,680	6,680	6,680	13,359		13,359
Project Supervisor AD	12,089	12,089	12,089	12,089	24,178		24,178
Biological Aide DD	38,935	38,935	38,908	38,908	78,842		78,842
Biological Aide KW	51,913	51,913	53,211	53,211	105,123		105,123
Staff Assistant AN (.85 CCF x .80 fle)	24,014	24,014	24,614	24,614	48,628		48,628
TOTAL WAGES (2.5% COLA each year)	133,640	133,640	136,511	136,511	270,151	0	270,151
TOTAL BENEFITS	83,789	83,789	85,685	85,685	168,484		168,484
TOTAL PERSONAL SERVICES	217,439	217,439	222,197	222,197	439,635	0	\$439,635
SERVICES/SUPPLIES							
Permits/Fees							
DEQ NPDES (3% j for yr 2) YB & SFK sites	3,026	3,026	3,117	3,117	6,143		6,143
Alexin Analytical testing for NPDES permit reporting	600	600	600	600	1,200		1,200
Portable Services (12 @ \$67.44 & 12 @ \$107.00) w/3% j yr 2	2,083	2,083	2,156	2,156	4,240		4,240
Food Costs (GHS & coho reform/ acclimation fish)	10,000	10,000	10,000	10,000	20,000		20,000
Field Supplies	5,400	5,400	5,400	5,400	10,800	10,800	0
Vehicle Lease (2.5 mos. X \$410/mo.) w/3% j yr 2	1,025	1,025	1,056	1,056	2,081		2,081
Vehicle Fuel/Mileage costs (2400 miles @ .25/mile)	600	600	600	600	1,200		1,200
Site Maintenance	8,800	5,971	8,800	5,972	17,600	5,657	11,943
TOTAL SERVICES/SUPPLIES	31,544	23,315	31,729	23,501	63,273	16,457	46,816
OVERHEAD (10%)	24,898	24,075	25,393	24,570	50,291	1,646	48,645
TOTAL	\$273,881	\$264,829	\$279,318	\$270,267	\$553,199	\$18,103	\$535,096

Y1 + Y2 ODFW
\$535,096



AMENDMENT No. 2
TO
AGREEMENT No. 173-13

05750

Clatsop County Fisheries Propagation Facilities
2015-2017

This is Amendment No. 2 (the "Amendment") to the Agreement # 173-13 (the "Agreement") between the Clatsop County Fisheries (CCF) and the State of Oregon acting by and through its Oregon Department of Fish and Wildlife ("ODFW").

I. AMENDMENTS

The Agreement is hereby amended as specifically described below (new language is indicated by being **bold and underlined** and deleted language is indicated by *italics* and [brackets]):

A. Section 1 of the Agreement is hereby amended as follows:

1. Effective Date and Duration. The term of this Agreement shall commence on July 1, 2013 or on the date on which this Agreement has been duly executed and all required approvals have been obtained, whichever date occurs later (Effective Date), and unless terminated or extended, this Agreement expires when the ODFW accepts CCF's completed performance or on June 30, 2017 [June 30, 2015], whichever date occurs first.

B. Section 2 of the Agreement is hereby amended as follows:

2. Statement of Work. The Statement of Work (Work) is contained in Exhibit A, which is attached and incorporated by reference into this Agreement. CCF agrees to perform the Work in accordance with the terms and conditions of this Agreement until ODFW accepts CCF's completed performance or on June 30, 2017, whichever date occurs first.

C. Section 4 of the Agreement is hereby amended as follows:

4. Consideration. ODFW agrees to pay CCF an amount not to exceed \$516,244 [\$475,309.00] for expenses as defined in Exhibit B: Budget for accomplishing the Work described in Exhibit A: Statement of Work. CCF may not make changes among budget categories without the prior written consent of ODFW's Project Manager, as listed in Exhibit C of this Agreement.

D. Attachment A, Budget for Amendment #1, is hereby deleted in its entirety and is replaced with revised Budget which is attached hereto as Attachment A-1.

II. Except as expressly amended above, all other terms and conditions of the original Agreement remain in full force and effect. Both Parties certify that the representations,

warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment; and with the same effect as though made at the time of this Amendment.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Approved By:

State of Oregon, by and through
OREGON DEPARTMENT OF FISH
AND WILDLIFE

William Herber

William Herber
Acting Deputy Director for Administration

Date: 7/22/15

CCF,
Acting by and through:
Clatsop County

Cheryl

Name:
Clatsop County Manager

Date: 7/14/15

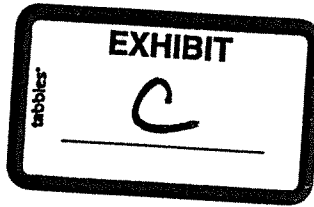
Approved for Legal Sufficiency by:

Anika Marriott By E-Mail 06/17/2015
Assistant Attorney General
Oregon Department of Justice

ATTACHMENT A-1

PROPAGATION/FACILITY COSTS - CLAIMS OP COUNTY FISHERIES FACILITY
1981 Biennium
Updated 05/15/2015

	Year 1			Year 2			TOTAL PROJECT COSTS	TOTAL MATCH	TOTAL ODFW REQUEST
	Cost	ODFW	Match	Cost	ODFW	Match			
PERSONAL SERVICES									
Temporary Fisheries Aide: 2 people @ \$15.27/hour for 5 months	13,300	13,300	0	13,300	13,300	0	31,000	0	31,000
Biological Aide DD @ 15 months @ \$417.61/mon for 1y, \$22,055/mon for 2)	37,676	37,676	0	38,618	38,618	0	76,294	0	76,294
Biological Aide ETV 12.0 months @ \$117.61/mon for 1y, \$20,555/mon for 2)	49,411	19,111	0	50,617	50,617	0	100,058	0	100,058
Seal Assessment AN @ 6 months, \$5/hr @ \$317.57 for 1y, \$353.94 for 2)	28,971	38,571	0	29,285	29,285	0	57,857	0	57,857
TOTAL WAGES (2.5% COLA each year)	131,159	131,159	0	134,089	134,089	0	268,209	0	268,209
TOTAL BENEFITS (DD 50.4 ETV 67.18, AN 70.59, Temp 12.0)	74,212	55,587	18,625	76,020	56,545	19,077	150,232	17,702	112,530
TOTAL PERSONAL SERVICES	206,376	186,746	18,625	218,073	190,893	19,077	418,441	37,702	377,739
SUPPLIES									
DEQUINERS	663	0	663	663	0	663	1,330	1,330	0
Aluminum Analytical Reagent for VEDDES preservative	700	0	700	700	0	700	1,400	1,400	0
Terminol Services (12 @ \$70.00 & 12 @ \$75.00)	840	500	340	900	500	400	1,740	740	1,000
Drug Testing for General Employees	70	70	0	70	70	0	140	0	140
Food Cases - 12 @ \$1.50/box CHS and soda medications	10,800	10,000	0	10,000	20,000	0	20,000	0	20,000
Field Supplies	8,300	3,100	5,400	8,500	3,100	5,400	17,000	10,800	6,200
Vehicle Lease (2.5 max. X \$450/mo.)	1,125	1,125	0	1,125	1,125	0	2,250	0	2,250
Vehicle Fuel @ mileage cost (2400 miles @ .25/mile)	600	600	0	600	600	0	1,200	0	1,200
Equipment Maintenance	10,000	600	0	600	600	0	1,200	0	1,200
Site Remediation	44,100	7,000	3,000	10,000	7,000	3,000	20,000	6,000	14,000
TOTAL SUPPLIES SUPPLIES	23,847	20,974	2,878	24,325	21,399	2,924	48,170	5,797	42,373
OTHER									
ADDITIONAL LABOR (75,000 EV @ \$28.41/\$1,000 @ \$15.16	19,177	19,177	0	20,135	20,135	0	39,312	0	39,312
SALES AND MARKETING COSTS (24,000 ADVERTISING @ \$176.10/000 @ \$15.16	3,360	3,360	0	3,350	3,350	0	6,710	0	6,710
SALES AND MARKETING COSTS (24,000 ADVERTISING @ \$176.10/000 @ \$15.16	24,540	24,540	0	25,767	25,767	0	50,307	0	50,307
Head (200,000 for to 30 EMBL)	\$311,314	\$255,172	\$56,143	\$319,006	\$261,072	\$57,934	\$630,210	\$114,076	\$516,134
TOTAL									



Amendment No. 1
ODFW Agreement No. 173-13



AMENDMENT No. 1
TO
AGREEMENT No. 173-13

C5262

Clatsop County Fisheries Propagation Facilities
2013-2015

This is Amendment No. 1 (the "Amendment") to the Agreement # 173-13 (the "Agreement") between the Clatsop County Fisheries (CCF) and the State of Oregon acting by and through its Oregon Department of Fish and Wildlife ("ODFW").

I. AMENDMENT(S)

The Agreement is hereby amended as follows:

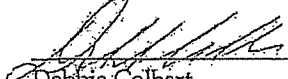
1. The first sentence of Article 4, Consideration is amended by modifying \$499,299 to \$475,309.
2. Exhibit B is replaced in its entirety with Attachment A.

II. Except as expressly amended above, all other terms and conditions of the original Agreement remain in full force and effect. Both Parties certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment, and with the same effect as though made at the time of this Amendment.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

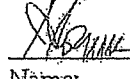
Approved By:

State of Oregon, by and through
OREGON DEPARTMENT OF FISH
AND WILDLIFE


Debbie Colbert
Deputy Director for Administration

Date: 7/22/14

CCF,
Acting by and through:
Clatsop County


Name:
Clatsop County Manager

Date: 7/14/14

Approved for Legal Sufficiency by:

Not applicable to this Amendment
Assistant Attorney General
Oregon Department of Justice

ATTACHMENT A

PROPAGATION FACILITY COSTS - CLATSOP COUNTY FISHERIES SF FACILITY
13/15 Biennium

Updated 04/22/2013

PERSONAL SERVICES

Temporary Fisheries Aides (2.0 Fte x 3 months x 2 years
Biological Aide (1.75 FTE @ yr:1/3,861.00, yr:2/4,054.00)
Staff Assistant (0.75 FTE @ yr:1/3,335.00, yr: 2/3,502.00)
TOTAL WAGES (3.5% COLA each year)
TOTAL BENEFITS (44.73%, 67.53%, 72.33%)
PERS Bond (9.5%)

TOTAL PERSONAL SERVICES

SERVICE/SUPPLIES

Permits/Fees

DEQ NPDES

Alexin Analytical testing for NPDES permit reporting
Portable Service (12 @ \$68.33 & 12 @\$71.75)
Food Costs - add'l 1.1million CHS and colio acclimation
Field Supplies (chemicals, equipment fuel, misc. supplies)
Site Maintenance
Travel (60 x 30 miles x 0.25/mile)+(2 mos @ \$960/mo lease)/Year

TOTAL SERVICE/SUPPLIES

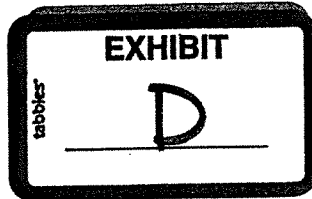
OVERHEAD (10%)

SAB fall chinook mass marking (675,000.LV clip @\$27.06/1,000) *
SAB fall chinook CWT (30,000 ADLV CWT @ \$168/1,000)
Feed (700,000 fry to 30 fish/lb)

TOTAL

	13/14			14/15			TOTAL PROJECT COST 13-15	TOTAL MATCH	TOTAL ODFW 13-15 REQUEST
	Cost	ODFW	Match	Cost	ODFW	Match			
15,500	15,500	0	15,500	15,500	0	31,000	0	31,000	
81,081	81,081	0	85,134	85,134	0	166,215	0	166,215	
28,902	28,902	0	30,349	30,349	0	59,251	0	59,251	
109,983	125,483	0	115,483	130,983	0	256,466	0	256,466	
67,736	55,189	13,547	71,124	56,899	14,225	138,860	27,772	112,088	
10,448		10,448	0		0	10,448	10,448	0	
188,167	180,672	23,995	186,607	187,882	14,225	405,774	38,220	368,554	
665	0	665	665	0	665	1,330	1,330	0	
700	0	700	700	0	700	1,400	1,400	0	
820	400	420	861	400	461	1,681	881	800	
9,000	9,000	0	9,000	9,000	0	18,000	0	18,000	
8,500	3,000	5,500	8,500	3,000	5,500	17,000	11,000	6,000	
9,250	6,500	2,750	9,250	6,500	2,750	18,500	5,500	13,000	
3,000	2,000	1,000	3,000	2,000	1,000	6,000	2,000	4,000	
31,935	20,900	11,035	31,976	20,900	11,076	63,911	22,111	41,800	
22,010	20,157	3,503	21,858	20,878	2,530	46,969	6,033	41,035	
18,750	18,750	0	0	0	0	18,750	0	18,750	
5,170	5,170	0	0	0	0	5,170	0	5,170	
32,520	0	32,520	24,700	0	24,700	57,220	57,220	0	
\$298,553	\$245,649	\$71,053	\$265,141	\$229,660	\$52,531	\$597,794	\$123,585	\$475,309	

* This is less than actual cost of \$361,000 because Clatsop County Fisheries does their own supervising during mass marking eliminating the cost of ODFW supervisor per diem, travel, etc.



ODFW Agreement No.: 173-13
Funded under: 52100-801016-10

CS262



INTERGOVERNMENTAL AGREEMENT

CLATSOP COUNTY FISHERIES PROPAGATION FACILITIES 2013-2015

This Agreement is between the State of Oregon, acting by and through its Department of Fish and Wildlife (ODFW), and Clatsop County acting by and through Clatsop County Fisheries (CCF). ODFW and CCF are each referred to as a Party, and collectively as the Parties.

RECITALS

1. **Authorization.** The Oregon Department of Fish and Wildlife enters into this Intergovernmental Agreement (Agreement) under the authority of ORS 190.110 and 496.146(11).
2. **Objective.** The objective of this Agreement is for ODFW to contribute funding, as detailed in Exhibit B: Budget, to CCF's salmon-rearing program, for the objectives detailed in Exhibit A: Statement of Work. Specifically, CCF's project's objective is to increase the number of fish in Youngs Bay. The Parties have cooperated in this effort since 1975.

AGREEMENT

1. **Effective Date and Duration.** The term of this Agreement shall commence on July 1, 2013 or on the date on which this Agreement has been duly executed and all required approvals have been obtained, whichever date occurs later (Effective Date), and unless terminated or extended, this Agreement expires when the ODFW accepts CCF's completed performance or on June 30, 2015, whichever date occurs first.
2. **Statement of Work.** The Statement of Work (Work) is contained in Exhibit A, which is attached and incorporated by reference into this Agreement. CCF agrees to perform the Work in accordance with the terms and conditions of this Agreement.
3. **Agreement Documents.** This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement, Exhibit A: Statement of Work, Exhibit B: Budget, and Exhibit C: Administrative Contacts.
4. **Consideration.** ODFW agrees to pay CCF an amount not to exceed \$499,229 for expenses as defined in Exhibit B: Budget for accomplishing the Work described in Exhibit A: Statement of Work. CCF may not make changes among budget categories without the prior written consent of ODFW's Project Manager listed in Exhibit C of this Agreement.
5. **Funds Available and Authorized.** CCF understands and agrees that it is not entitled to receive payment for Work performed under this Agreement by any other Agency or Department of the State of Oregon. ODFW represents that it has sufficient appropriations and limitations for the current biennium to make payments under this Agreement. CCF understands and agrees that ODFW's payment obligations under this Agreement attributable to Work performed after the last day of the current biennium is conditioned upon ODFW

receiving appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODFW, in the exercise of its reasonable administrative discretion, to meet its payments obligations under this Agreement. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

6. Payments.

- a. CCF must submit itemized invoices via US Mail to ODFW's Project Manager listed in Exhibit C by the end of each month for reimbursement of Work performed in the previous month, noting the project title, ODFW's Agreement number, and the name of the ODFW Project Manager.
- b. All requests for payment are subject to the ODFW's approval. CCF must account for all income and expenses related to this project using Generally Accepted Accounting Principles (GAAP). ODFW must have reasonable access to all of CCF's books, documents, papers, and records directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts. If the ODFW has questions or concerns about the invoice submitted, ODFW's Project Manager will contact CCF orally or in writing addressing those concerns. ODFW will pay CCF no later than forty-five (45) calendar days following ODFW's approval of the invoice of expenditures.
- c. CCF shall not submit invoices for, and CCF acknowledges ODFW will not pay, any amount in excess of the maximum compensation amount set forth in Section 4 of this Agreement.
- d. No payment will be made for any Work performed before the Effective Date or after the expiration date of this Agreement.
- e. Non-itemized or incomplete billings, or both, shall be detained for payment processing until CCF submits complete, itemized information to ODFW.
- f. ODFW will not reimburse CCF for any expenses not delineated in Exhibit B: Budget.

7. Subcontracts and Assignment. CCF may not enter into any subcontracts for any of the Work required by this Agreement, or assign or transfer any of its interest in this Agreement, without the prior written consent of ODFW's Project Manager.

8. Amendments. The terms of this Agreement may not be changed except by written instrument signed by both Parties, including all required approvals.

9. Termination.

- a. Parties' Right to Terminate for Convenience. This Agreement may be terminated upon mutual written consent of both Parties, or by either Party upon thirty (30) calendar days written notice, delivered by certified mail or in person to the other Party's Project Manager listed in Exhibit C. Termination costs will be negotiated between the Parties.

- b. ODFW's Right to Terminate for Cause. ODFW may terminate this Agreement, in whole or in part, immediately upon notice to CCF's Project Manager listed in Exhibit C, or at such later date as ODFW may establish in such notice, for good cause, should funding under this Agreement not be continued at the levels sufficient in the Party's reasonable administrative discretion to make payments under this Agreement, or should Federal or state laws, regulations, or guidelines be modified or interpreted in such a way that either the Work under this Agreement is prohibited, or ODFW is prohibited from paying for such Work from the planned funding source.
- c. ODFW's Right to Terminate for Default. ODFW may at any time, upon thirty (30) calendar days prior written notice of default delivered by certified mail or in person to CCF, terminate this Agreement if:
 1. CCF does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
 2. CCF does not abide by any other applicable provision of this Agreement.

CCF shall, within thirty (30) calendar days of its receipt of a notice of default, reimburse by check payable to ODFW all funds contributed by ODFW for the Work less any funds for Work accomplished prior to termination.

10. Indemnity.

a. CCF must perform the Work under this Agreement as an Independent Contractor. Each Party is responsible for the acts, omissions, or negligence of its own officers, employees or agents. ODFW is responsible to the extent permitted by the Oregon Tort Claims Act (ORS 30.260 - 30.300) and the Oregon Constitution only for the acts, omissions, or negligence of its own officers, employees, or agents. Neither Party shall be liable to the other Party for any loss or damage occurring as a consequence of performance or lack of performance under this Agreement.

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

11. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement
12. Records Maintenance; Access. CCF acknowledges and agrees that ODFW, the Oregon Secretary of State's Office, and the federal government, and each of their duly authorized

representatives will have access to such fiscal records and other books, documents, papers, plans, and writings of CCF that are related to the subject matter of this Agreement to perform examinations and audits and make excerpts and transcripts. CCF shall maintain all fiscal records relating to the subject matter of this Agreement in accordance with GAAP, and shall maintain any other records pertinent to this Agreement in such a manner as to document clearly CCF's performance of its duties under this Agreement. CCF shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required under applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date occurs later.


13. **Publicity; Advertising.** No publicity or advertising may be made regarding the Work performed under this Agreement without the prior written approval of ODFW's Project Manager listed in Exhibit C.
14. **Compliance with Applicable Law.** CCF will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement.
15. **Compliance with Workers' Compensation.** CCF understands that CCF, any contractor, and its subcontractors, if any, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. CCF shall require and ensure that each of its subcontractors, if any, complies with these requirements.
16. **Affirmative Action.** CCF must take affirmative steps to utilize small business and minority-owned business sources of supplies, equipment, constructions, and services. Affirmative steps shall include the following:
 1. Including qualified small and minority business on solicitation lists.
 2. Assuring that small and minority businesses are solicited whenever they are potential sources.
 3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 4. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority business.
 5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce is required.
 6. Additionally, CCF shall take similar appropriate affirmative action in support of women's business enterprises.
 7. Also, CCF is encouraged to procure goods and services from labor surplus areas.

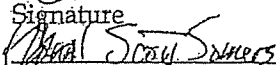
17. **Nondiscrimination.** Without limiting the generality of the provisions in section 14 of this Agreement, CCF must ensure that Work performed under this Agreement will be conducted in compliance with all applicable civil rights and rehabilitation laws and with Title VI of the Civil Rights Act of 1964 (P.L. 878-352), as amended (42 USC 2000d). In accordance therewith, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which CCF receives financial assistance and will immediately take any measures necessary to effectuate this Agreement.
18. **Recycled Products Encouraged.** CCF shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled material (as defined in ORS 279A.010(1)(ee)), recycled PETE (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as recycled product is defined in ORS 279A.010(1)(ii)).
19. **Force Majeure.** Neither CCF nor ODFW will be responsible for delay or default caused by an unallocated risk such as fire, riot, acts of God, or war, or by any other cause beyond the reasonable control of CCF or the ODFW where such event makes performance impossible (a "Force Majeure Event"), CCF shall, however, make all reasonable efforts to continue to perform its obligations under this Agreement to the maximum extent possible notwithstanding such occurrence. Upon the occurrence of a Force Majeure Event, ODFW is obligated to pay only for the Work actually performed and invoices approved by ODFW.
20. **Merger Clause; Waiver.** This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement will bind either Party unless placed in writing and signed by both Parties and all required approvals have been obtained. Such waiver, consent, modification or change, if made, is effective only in the specific instance and for the specific purpose given.
21. **Disputes.** Both Parties will try to resolve all issues relevant to this Agreement by mutual consent at the respective Approving Authority level, without litigation. In appropriate circumstances, before issuance of ODFW's decision on a claim, ODFW will initiate informal discussions between the Parties, facilitated by individuals who have not participated substantially in the matter in dispute, to aid in resolving the differences. If the informal discussions are not successful, both Parties will use mediation to try to resolve the dispute. Nothing in this Agreement prevents ODFW from pursuing litigation if these informal efforts to resolve the dispute are unsuccessful.
22. **False Claim Act.** CCF will refer to ODFW any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Agreement.

BY EXECUTION OF THIS AGREEMENT, BOTH PARTIES, BY SIGNATURE BELOW OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY ACKNOWLEDGE THAT THEY

HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

CCF,
Acting by and through:
Clatsop County



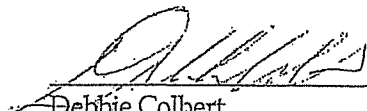
Signature


Printed Name
Clatsop County Manager

6/27/13

Date

State of Oregon,
Acting by and through
its Department of Fish and Wildlife Deputy Director for Administration



Debbie Colbert
Date
7/10/13

Approved for Legal Sufficiency by:

Marriott Anika via e-mail dated 5/31/2013
Assistant Attorney General
Oregon Department of Justice

EXHIBIT A
STATEMENT OF WORK

CLATSOP COUNTY FISHERIES PROPAGATION FACILITIES

I. Objective:

The Parties have cooperated since 1975 in a salmon-rearing program to increase the number of fish released in Youngs Bay. Present efforts include but are not limited to the following objectives:

1. Develop and enhance the salmon runs and commercial fishery in Youngs Bay by annually releasing several million Coho and fall and spring Chinook. Species and numbers are based on estimated capacities; actual numbers shall be based on stock availability and funds to rear the fish.
2. Evaluate the impact of the additional fish in Youngs Bay and the survival and fisheries contribution of fish reared under this Agreement.
3. Continue development of a spring Chinook harvest opportunity in Youngs Bay.
4. Evaluate the potential for estuarine net-pen rearing in Youngs Bay and other lower Columbia locales.
5. Investigate options for optimizing fishery related economic benefits while integrating management policies.

II. Parties' Responsibilities:

A. CCE shall:

1. Annually receive from ODFW: Coho, fall Chinook, and spring Chinook eggs, fingerlings, or smolts as per ODFW and CCF agreed-upon production programs.
2. Operate an egg incubation and early feeding facility near the South Fork Klaskanine pond.
3. Develop a system for determining numbers as well as size of fish released from all ponds.
4. Collect as many returning adult salmon as possible at the South Fork site and take as many eggs as is feasible. Utilize carcasses and eggs for the best interest of the Youngs Bay fishery with proposed disposition to be reviewed by ODFW.
5. Assist ODFW in evaluating catch, escapement, and total survival of fish produced in this program.
6. Cooperate in selected activities associated with salmon rearing at ODFW hatcheries such as in adult collection, egg taking, and early rearing activities as personnel and budgets permit.

7. Utilize funds from sources other than ODFW to increase the scope of the project. Subprojects and contracts shall be mutually reviewed and approved by ODFW and CCF.
8. Collaborate with ODFW in any experimentation.

B. ODFW shall:

1. Designate Fish Propagation Program Manager as ODFW Project Manager and contact person.
2. Provide annually Coho, fall Chinook, and spring Chinook eggs, fingerlings, or smolts as per ODFW and CCF agreed-upon production programs.
3. Conduct ODFW rearing and release program at Klaskanine Hatchery and cooperate in selected activities associated with CCF's salmon rearing programs such as assisting in adult collection, egg taking, and early feeding activities as personnel and budgets permit.
4. Provide disease consultation and required disease examinations at ODFW expense. All fish produced in this project must be cleared by ODFW pathologist prior to release.
5. Be responsible for approving any stocks, species, or lots of fish or eggs and treatment thereof, which are to be reared in this project and released into Oregon waters.
6. Allow CCF to release fish, recapture returning adults, and take eggs. Gametes shall be used as authorized by ODFW production program, and surplus gametes shall be taken and dispersed only as authorized by ODFW.
7. Be responsible for coordination and conduct of evaluations relative to CCF and ODFW hatchery operations.
8. Consistent with its statutory authority under ORS 496.118, be responsible for conducting all fish management activities within the State's jurisdiction.

C. CCF AND ODFW both shall:

1. In the event stock or funds are not available to conduct this program as planned, a mutual decision shall be made as to the best alternate course of action to ensure best use of all resources under this Agreement.
2. In accordance with section 13 of this Agreement, no publicity or advertising may be made regarding the Work performed under this Agreement without the prior written approval of ODFW's Project Manager listed in Exhibit C. When such approval is given, news releases or talks before groups of citizens concerning either CCF or ODFW facilities in the area shall recognize the operations and importance of both facilities and also acknowledge ODFW as a funding contributor. Annual production, e.g. fish numbers released, shall be used as the

factual basis for news reports or talks relative to production. Management reports of ODFW shall be the basis for mutually reviewed and agreed upon assessment of CCF contribution to Oregon fisheries.

III. BUDGETS, RECORDS, REPORTS:

1. Without limiting the generality of section 12 of the Agreement, CCF agrees to keep appropriate fiscal records accounting for all funds and report expenditures monthly to ODFW.
2. CCF shall provide reports to ODFW of monthly and annual hatchery operations to include numbers of adults returning, eggs taken, and fingerlings and smolts released from the ponds each year. Standard ODFW forms shall be used for all statistical records.
3. CCF shall provide a summary report of activities to ODFW 30 days after each quarter showing money spent and work accomplished in the entire project for that period, including CCF match. The report for the fourth quarter shall include a summary of hatchery activities for the entire fiscal year.

IV. GENERAL INFORMATION:

All of the eggs and fish which are the subject of this Agreement are the property of the State of Oregon at all times, and any fish released into the wild may be taken pursuant to Oregon angling or commercial fishing laws.

EXHIBIT B

BUDGET

PROPAGATION FACILITY COSTS - CLATSOP COUNTY FISHERIES S/F FACILITY

13/15-Biennium
 Updated 04.29.2013

	13/14			14/15			TOTAL PROJECT COST 13-15	TOTAL MATCH	TOTAL ODFW 13-15 REQUEST
	Cost	ODFW	Match	Cost	ODFW	Match			
PERSONAL SERVICES									
Temporary Fisheries Aides (2.0 FTE x 3 months x 2 years)	15,500	15,500	0	15,500	15,500	0	31,000	0	31,000
Biological Aide (1.75 FTE @ yr. 1/3, 861.00, yr. 2/4, 054.00)	81,081	81,081	0	85,134	85,134	0	166,215	0	166,215
Staff Assistant (0.75 FTE @ yr. 1/3, 335.00, yr. 2/3, 502.00)	28,902	28,902	0	30,349	30,349	0	59,251	0	59,251
TOTAL WAGES (3.5% COLA each year)	109,983	125,483	0	115,483	130,983	0	256,466	0	256,466
TOTAL BENEFITS (44.73%: 67.53%, 72.33%)	67,736	55,189	13,547	71,124	56,899	14,225	138,860	27,772	112,088
PERS Bond (0.5%)	10,448		10,448	0		0	10,448	10,448	
TOTAL PERSONAL SERVICES	188,167	180,672	23,995	186,607	187,882	14,225	405,774	38,220	368,554
SERVICE/SUPPLIES									
Permits/Fees									
DEQ NPDES	665	0	665	665	0	665	1,330	1,330	0
Alexis Analytical testing for NPDES permit reporting	700	0	700	700	0	700	1,400	1,400	0
Portable Service (12 @ \$68.33 & 12 @ \$71.25)	820	400	420	861	400	461	1,681	881	800
Food Costs - add'l 1.1 million CHS and colio acclimation	9,000	9,000	0	9,000	9,000	0	18,000	0	18,000
Field Supplies (chemicals, equipment fuel, misc. supplies)	8,500	3,000	5,500	8,500	3,000	5,500	17,000	11,000	6,000
Site Maintenance	9,250	6,500	2,750	9,250	6,500	2,750	18,500	5,500	13,000
Travel (60 x 30 miles x 0.25/mile) + (2 mos @ \$260/mo lease)/Year	3,000	2,000	1,000	3,000	2,000	1,000	6,000	2,000	4,000
TOTAL SERVICES/SUPPLIES	31,935	20,900	11,035	31,976	20,900	11,076	63,911	22,111	41,800
OVERHEAD (10%)	22,010	20,157	3,503	21,858	20,878	2,580	46,969	6,033	41,035
SAB fall chinook mass marking (675,000 LV clip @ \$27.06/1,000) *	18,300	18,300	0	19,200	19,200	0	37,500	0	37,500
SAB fall chinook CWT (30,000 ADLVCWT @ \$188/1,000)	5,040	5,040	0	5,300	5,300	0	10,340	0	10,340
Feed (700,000 \$/y to 30 fish/lb)	82,520	0	32,520	24,700	0	24,700	57,220	57,220	0
TOTAL	\$297,973	\$245,069	\$71,053	\$289,641	\$254,160	\$52,531	\$621,714	\$123,585	\$499,229

* This is less than actual cost of \$36/1,000 because Clatsop County Fisheries does their own supervising during mass marking eliminating the cost of ODFW supervisor per diem, travel, etc.

EXHIBIT C

Administrative Summary

OREGON DEPARTMENT OF FISH AND WILDLIFE INFORMATION:

Project Manager: Scott Patterson
Address: 3406 Cherry Ave NE
Salem, OR 97303
Telephone: 503-947-6218
Email: scott.d.patterson@state.or.us

Administrative Contact: Rhea Rodriguez (only until 7/15/2013)
Jessica Perkins - (from 7/16/2013 to 6/30/2015)
Address: Oregon Department of Fish and Wildlife
3406 Cherry Avenue NE
Salem, OR 97303
Telephone: 503- 947-6197
Fax: 503-947-6156
Email: rhea.r.rodriguez@state.or.us

Accounts Payable Contact: Vicki Whitten
Address: Oregon Department of Fish and Wildlife
3406 Cherry Avenue NE
Salem, OR 97303
Accounts Receivable Telephone: 503-947-6185
Fax: 503-947-6140
Email: Vicki.whitten@state.or.us

CLATSOP COUNTY FISHERIES INFORMATION:

Project Manager: Steve Meshke
Address: Clatsop County
2001 Marine Drive, Room 253
Astoria, OR 97103
Telephone: (503) 325-6452
Email: spmeshke@co.clatsop.or.us

Administrative Contact: Andrea Neys
Address: Clatsop County
2001 Marine Drive, Room 253
Astoria, OR 97103
Telephone: (503) 325-6452
Email: aneys@co.clatsop.or.us

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

August 23, 2017

Issue/Agenda Title: Public Hearing on the transfer of mineral rights to the surface owner of property

Category: Public Hearing

Prepared By: Sirpa Duoos

Presented By: Sirpa Duoos, Property Management Specialist

Issue before the Commission: Hold a Public Hearing on the transfer of mineral rights to the surface owner of the property.

Informational Summary: Clatsop County retained the mineral rights in 1961 on Assessor's Account number 61021AD, tax lot 14900 when it sold the property to Richard and Jennie Syth. Subsequently, the property has gone through several owners and currently the heirs of Glenn T. Bard are in the process of selling the property. Patricia D. Mitchell is the personal representative for the Estate of Glenn T. Bard, (Clatsop County Probate Case No. P12-035.) The attorney for the prospective purchaser contacted County in May of this year in hopes of purchasing the mineral rights to clear title for the proposed sale.

ORS 275.314-316 sets out the procedure for the transfer of the mineral rights requiring a notice in a newspaper of general circulation, an investigation of the value of the minerals and a public hearing. This request is consistent with the County's Property Management Policy and Oregon Revised Statutes (ORS) 275.312-316.

A public hearing to take comment on this transfer was set for today, August 23rd, by Board approval at the July 12th meeting. The required notice of this hearing was published in The Daily Astorian once a week, for four consecutive weeks, commencing on July 21st, 2017. Staff obtained a valuation of the mineral rights from Horning Geosciences. The report concludes that tax lot 14900 has no mineral resource value under present or reasonable future conditions. (Reports Attached as Exhibit 1.)

Fiscal Impact: The prospective purchaser made a deposit with the County to offset the costs, of which \$600.00 has been applied to the geotechnical report by Horning Geosciences and \$226.00 to the Daily Astorian for the notice of hearing. The remaining balance will pay for recording of the quitclaim deed and County Counsel legal fees. Any overage will be refunded to the purchaser.

Options to Consider:

1. Adopt the Resolution & Order approving the transfer of the mineral rights to the applicant and authorize the Chair to sign the deed.
2. Deny the request to transfer the mineral rights.
3. N/A

Staff Recommendation: Option #1

Recommended Motion: *“I move that the Board approve the transfer of the mineral rights by adopting the Resolution & Order, and authorize the Chair to sign the quitclaim deed.”*

Attachment List:

- A. Resolution and Order
- B. Report by Horning Geosciences
- C. Quitclaim deed

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

WHEREAS, Clatsop County came into title in 1951 of certain property via tax foreclosure; and

WHEREAS, in 1961 Clatsop County sold the property to Richard and Jenny Syth, reserving unto itself the mineral rights; and

WHEREAS, since the sale to Richard and Jenny Syth the property has gone through several owners and the current owners are the heirs of Glenn Bard Estate; and

WHEREAS, Clatsop County received a request to transfer the mineral rights to the current owner of the surface rights; and

WHEREAS, a public hearing was noticed in the Daily Astorian once a week for four consecutive weeks; and

WHEREAS, Clatsop County held a public hearing to take comment on the transfer of the mineral rights to the current owner;

NOW THEREFORE, IT IS HEREBY RESOLVED that Clatsop County shall transfer its mineral rights in Lot 20, Excepting the highway, Necanicum Grove, Seaside, to Patricia D. Mitchell, personal representative for the Estate of Glenn T. Bard, as set out in the quitclaim deed attached hereto and incorporated herein by reference.

DATED this _____ day of August, 2017

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Chairperson

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

GRANTEE:
Irvine Coffee LLC
516 W Pickett Circle, Suite 400
Salt Lake City, UT 84115

QUITCLAIM DEED

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

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

LEGAL: Lot 20, Excepting therefrom that portion of Lot 20, conveyed to the State of Oregon by deed recorded July 23, 1958 in book 246, Page 474, Necanicum Grove, City of Seaside, County of Clatsop, State of Oregon.

ASSESSOR'S ACCT. NO. 61021AD14900 ACCT. ID No. 12083
SITUS ADDRESS: Vacant land off of South Roosevelt Drive in Seaside.

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

The true and actual consideration paid for this transfer stated in terms of dollars is **ZERO**.

In construing this deed, where the context so requires, the singular includes the plural and all

Horning Geosciences

808 26th Avenue, Seaside, OR 97138

Ph./FAX: (503)738-3738

Email: horning@pacifier.com



June 30, 2017

Sirpa Duoos, Property Management Specialist
Clatsop County Property Management
820 Exchange Street, Suite 230
Astoria, OR 97103

RE: Valuation of Mineral Rights; Tax Lot 14900, Map 6N 10W 21AD; between Avenues C and D, west side of Roosevelt Drive, Seaside, Clatsop County, Oregon

Dear Sirpa:

Horning Geosciences is pleased to conduct a mineral rights valuation for the above-referenced property, as you requested via telephone on June 14, 2017, followed by a written contract several days later. The evaluation is based on a literature search for mineral resources in Clatsop County, plus any unpublished information with which we are familiar through interaction with colleagues who carry out research in the county. Horning Geosciences has significant background in mineral, petroleum/gas, and geothermal exploration and resource evaluation, as well as engineering geologic and natural hazard evaluations.

Scope of Work

These valuations are limited to the presence of known geologic resources and their general possibility for future exploitation and development. It is not within the scope of this report to assess the net economic viability of possible mining or resource extraction activities. Such a valuation would require detailed analysis of planning and permitting costs, environmental mitigation costs, and the costs of infrastructure investment and operations, as well as market studies.

Site Description

Tax Lot 14900 is triangular, elongate north-south, 100 ft long, up to 50 ft wide, and it lies on the west side of South Roosevelt Drive, between Avenues C and D, as shown in Figure 1. The property stands at an elevation of about 19 ft NAVD88. The land is generally level, dropping perhaps 2 ft between Roosevelt and Holladay Drive. The water table varies seasonally from 15 ft to 6 ft beneath the surface.

Geology

Based on unpublished personal investigations throughout Seaside, it can be stated that the property is underlain by perhaps 8 ft of dune sand that covers boulders and cobbles of a former shoreline of the beach. The cobbles and boulders likely extend at least 25 ft deeper and probably overlie offshore marine sands and silts that were buried as these sediments of the Columbia River delta collected and expanded westward. The age of the cobble and dune sand may be correlated with a buried cobble ridge that extends northward from this site toward the west side of Holladay Drive near the High School and the east side of Neacoxie Creek in Gearhart, where carbon dating of buried fire pit carbon and bird bones indicates that it is approximately 2500 years in age.

The berm of cobbles and boulders merges with similar deposits farther to the south in Seaside. Most of Seaside from Avenue G south to the 8th fairway of the golf course is underlain by similar deposits of boulders and cobbles. At the site of

the Oil Can Henry's building at Avenue K, excavation encountered 36-inch diameter rounded boulders at a depth of 8 to 10 ft beneath the surface, covered by sand. On the east side of Roosevelt, 3-inch cobbles litter the surface. This distribution of sand and gravels is equivalent to the modern-day Cove shoreline at the south end of Seaside. Thus, Highway 101 essentially follows the old beachfront Cove-style shoreline of Seaside from 2500 years ago.

The rocks are composed of medium crystalline diabase, an igneous rock that forms by cooling very slowly from basaltic lava. The lavas are part of the Columbia River Basalt Group and represent large flood basalts that poured into the ocean and spread down the submarine canyon of the Columbia River, which during Miocene time extended from Nicolai Mountain, near Knappa, to Arch Cape. As the high-density lavas ponded in the canyon, they punched into the soft low-density oceanic sands and muds, then spread out for dozens of miles underground, locally lifting the seafloor sediments as much as 1500 ft as magma chambers filled beneath the sea bed and locally erupted secondary volcanoes onto the sea floor. The magma chambers solidified slowly, insulated beneath the muds, to form diabase. Over time, the sills and dikes of diabase were uplifted and eroded, forming Tillamook Head. As the surf erodes the mountain back through time, large landslides of rocky debris cascade into the ocean, and the surf moves the rock around the mountain and into the Cove area, polishing the angular fragments into rounded gravels as they roll about in the surf. This can take as little as two months. The last large landslide occurred in July 1987. A photo of the cobbles filling the Cove is provided in Figure 3. The flood basalt flows were erupted from vents near Lewiston, Idaho. Individual flows were as large as 800 cubic miles and covered as much as 65,000 square miles of southeast Washington, northeastern and northern Oregon, and western Idaho. The heat source of the lavas was the Yellowstone Hot Spot, which at that time was centered near the Steens Mountains. Of over 300 flows to have erupted, about 15 were large enough to reach the ocean.

Bedrock beneath the young gravels and sands of Seaside consists of 15 million-yr-old shelf mudstone of the Cannon Beach member of the Miocene Astoria Formation. It is approximately 1500 ft thick and overlies 35 million-yr-old slope volcanic siltstone of the Oligocene Smugglers Cove formation. Deep marine mudstone of Eocene age lies yet deeper and upon the volcanic basement of the 50 million-yr-old accreted oceanic sea floor.

Past Resource Exploitation

Cobbles and boulders were mined around 1900 from quarries on the east side of Roosevelt Drive near Avenue N to Q. They were collected by hand and moved by mine cart to a crusher, which broke the rocks down to semi-angular gravel for use as concrete aggregate and road mettle (Roy Mannila, deceased, personal communication). The mining removed about 8 to 10 ft of surface round rock down to the mean high tide level, profitability essentially being limited by high tide. From Avenue Q to Avenue S, from about 1930 to about 1960, round rock was quarried by drag line, the several pits being filled back in by the late 1960s. Similarly, drag lines were used to dredge round rock from what became the Seaside Mill Ponds from Avenue S to Avenue U. These rock products were used to build rail beds in Clatsop County and were used to fill marshes to construct the Astoria Airport along Youngs Bay before and during World War II. The quarries apparently became uneconomical after the end of WWII, most closing by 1960. New drill & blast rock quarries were opened in the diabase sills of Tillamook Head on both sides of the Necanicum River Valley, beginning in the 1950s. They are still in production and offer a large resource that will last perhaps for centuries at the present rate of production. They apparently produce superior rock for construction purposes, probably because the sill results in angular rock products, which lay easier on the ground and do not roll about when driven over by cars. Possibly, as well, the development of better highways and large dump trucks for transportation of product signaled the demise of the old round rock quarries.

Present and Future Resources

Approximately 2780 cubic yards of sand and round rock lie within 30 ft of the surface beneath TL 14900. Assuming optimistically that mining could support stable slopes of 100 percent (1 Horizontal to 1 Vertical), the sand and gravel could be mined to a depth of about 25 ft at the most. Allowing for the triangular shape of the property, perhaps 800 cubic yards of materials could be mined. However, the high water table probably would limit this by 50 percent resulting in no more than about 500 cubic yards of unsorted sand and gravel. Zoning prohibits mining activities in this neighborhood. When all these issues are considered, the net value of the sand and gravel resources is expected to be zero.

Oil and gas potential are nil. Clatsop County presently does not have any natural gas production and overall the sedimentary rocks have not been buried deep enough or heated to temperatures high enough to produce petroleum. Furthermore, most of the organic matter in the sedimentary rocks is woody in nature, rather than planktonic, so it is prone to natural gas formation. The known and probable reservoir rocks for natural gas production to date have been the Clark and Wilson sandstones of the Eocene Cowlitz Formation, near Mist, in Columbia County. Those rocks do not extend to Seaside, nor do the Angora Peak sandstones of the Astoria Formation, which extend only to about the south end of Cannon Beach from the Arch Cape area, where they are most abundant and represent the Miocene delta sands of the Columbia River. Similarly, thin coal beds within the Angora Peak sandstone are limited in volume and do not underlie Seaside.

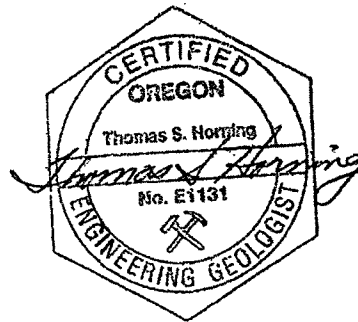
Heavy black sand placers are not known to occur beneath Seaside, although they are present, albeit uneconomically, in the Warrenton area.

Conclusion

Possible occurrences of black placer sands, coal, natural gas, and petroleum are concluded to be non-existent beneath TL 14900. Aggregate resources are present in limited amounts, but their mining is prohibited presently and their profitability has been shown by historical trends to be uncompetitive against hard-rock quarries south of Seaside. Tax Lot 14900 is therefore concluded to have no mineral resource value under present or reasonable future conditions.

Please feel free to call or write if you have questions.

Thomas S. Horning, MS, RG, CEG
Horning Geosciences



Expires: 7/1/18

References Consulted

- Beach Sands Attract Bunker Hill; 1963, Ore Bin; Vol. 25, No. 7, Oregon Department of Geology and Mineral Industries; pp. 128-130.
- Niem, A. R., and Niem, W. A., 1985, Oil and Gas Investigation of the Astoria Basin, Clatsop and Northernmost Tillamook Counties, Northwest Oregon: OGI-14, State of Oregon, Department of Geology and Mineral Industries.
- Niem, A. R., McKnight, B. K., and Meyer, H. J., 1994, Sedimentary, Volcanic and Tectonic Framework of Forearc Basins and the Mist Gas Field, Northwest Oregon; in Swanson, D. A., and Haugerud, R. A., eds., Geologic field trips in the Pacific Northwest: 1994 Geological Society of America Annual Meeting; pp. 1F-42F.
- Rankin, D.K., 1983, Holocene Geologic History of the Clatsop Plains Foredune Ridge Complex; unpublished MS Thesis, Portland State University; 189 p. with plates.
- Reckendorf, F., Peterson, C., and Percy, D., 2001, Dune Ridges of Clatsop County; Oregon Department of Geology and Minerals Industries, Open File Report O-01-07.

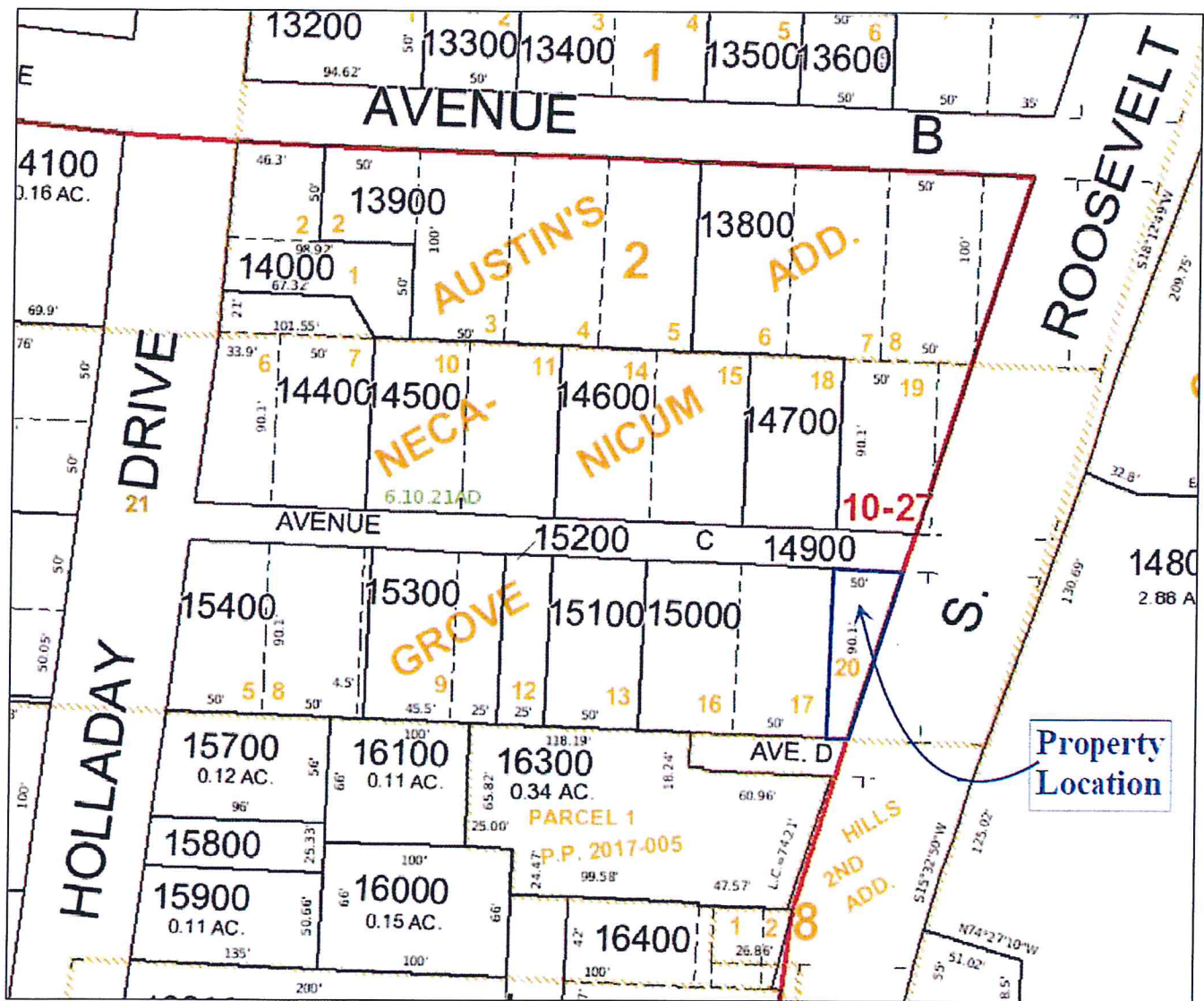


Figure 1: Neighborhood assessor's plat for south-central Seaside, showing the size and shape of TL 14900.



Figure 2: Aerial view of south-central Seaside, showing the position of TL 14900 with respect to nearby properties.



Figure 3: Landslide gravels from the west side of Tillamook Head moving into The Cove and forming a temporary spit in September 1987. Approximately 250,000 cubic yards were moved onto the beach along the south end of the Prom, the local tide pool life asphyxiated as winter storms moved the spit against the original shoreline. Photo courtesy of Neal Maine.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

August 23, 2017

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 September 19, 2017. Four parcels have been selected for this auction including parcels in Astoria 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.

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 September 19, 2017, 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 August 2017
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

17-04 ASSESSOR'S ACCOUNT #51010DA00500

LEGAL DESCRIPTION: Beginning at the East quarter corner of Section 10, Township 5 North, Range 10 West, Willamette Meridian, Clatsop County, Oregon;

Thence West a distance of 1320.0 feet to an iron pipe;

Thence South 3° 06' 15" East a distance of 634.4 feet more or less to and iron pipe which is on the Northeasterly right of way line of US Hwy No. 26 and also the Southwest corner of Bud Darling property as described in Volume 261, Page 717, Deed Records, Clatsop County, Oregon;

Thence along the Northeasterly right of way line of said highway Southeasterly a distance of 45.0 feet to an iron pipe;

Thence North 7° 00" East a distance of 195.00 feet to an iron pipe:

Thence North 50° 00' West a distance of 90.0 feet to an iron pipe which is on the West line of Bud Darling property as described in Volume 261, Page 717, Deed Records, Clatsop County, Oregon;

Thence along the West Line of Darling property South 3° 06' 15" East a distance of 227.0 feet to the point of beginning.

TOGETHER THEREWITH a nonexclusive easement of way for egress and ingress, said easement to be a covenant running with the land, described as follows:

Beginning at the East quarter corner of Section 10, Township 5 North, Range 10 West, Willamette Meridian;

Thence West 1320.0 feet to an iron pipe;

Thence South 3° 05' 15" East a distance of 379.4 feet to a point which is the true point of beginning;

Thence South 50° East a distance of 380.0 feet;

Thence South 13° East a distance of 63.0 feet;

Thence South 36° 30' West a distance of 138.0 feet to an iron pipe, which is on the northeasterly right of way line of US Hwy No. 26l

Thence along the said right of way line northeasterly a distance of 40.0 feet to an iron pipe;

Thence North 32° East a distance of 130.0 feet to an iron pipe;

Thence North 32° West a distance of 63.7 feet to a point;

Thence North 50° West a distance of 320.0 feet, more or less, to an iron pipe, which is on the west line of said Darling property;

Thence along the West line of said Darling property North 3° 06' 15" West a distance of 25.0 feet, more or less to the point of beginning. (Including a single wide manufactured structure.)

Real Market Value: \$51,946

Minimum Bid: \$2,500 CASH

17-05 ASSESSOR'S ACCOUNT #51010DA01000

LEGAL DESCRIPTION: Beginning at the Southeast corner of Section 10, Township 5 North, Range 10 West, Willamette Meridian, Clatsop County, State of Oregon;

Thence along the South line of said Section 10, Township 5 North, Range 10 West, North 88° 30' 05" West a distance of 731.0 feet to a point;

Thence North 3° 06' 13" West a distance of 1410.0 feet, more or less, to an iron pipe, which is on the North right of way line of US Hwy No 26 and the true point of beginning. Said true point of beginning is also on the West line of H. Neitzel property, as described in Volume 182, Page 671 Deed Records, Clatsop County;

Thence along the West line of said H. Neitzel property North 3° 06' 13" West a distance of 222.00 feet to an iron pipe;

Thence North 51°30' West a distance of 65.6 feet to an iron pipe;

Thence South 3° 06' 13" East a distance of 200.00 feet to an iron pipe, which is on the Northerly right of way line of US Hwy No 26;

Thence along the Northerly right of way line of said highway Southeasterly a distance of 83.0 feet to the point of beginning. (Including a double wide manufactured structure)

Real Market Value: \$55,354

Minimum Bid: \$3,000 CASH

17-30 ASSESSOR'S ACCOUNT #80909CC05000, 5001, 5100

LEGAL DESCRIPTION: East half of Lot 9, Lots 10, 11, 12, Block 40, Shively's Astoria, County of Clatsop, Oregon and the vacated west half of 29th street, City of Astoria Ordinance No. 98-09, as described and recorded in Book 878, Page 112, Deed Records of Clatsop County, Oregon, reserving and retaining unto the City of Astoria an easement consisting of the Easterly 20 feet of the Westerly 29th Street right-of-way for access and utility purposes.

Real Market Value: \$31,471

Minimum Bid: \$20,000 CASH

17-31 ASSESSOR'S ACCOUNT #81021BC01200, 81021CB00400, 81021CB00500, 81021CB00600, 81021CB01500, & 81021CC00401

LEGAL DESCRIPTION: Lots 1 through 4, Block "E", Lots 1 through 10, Block "G", Lots 1 through 8, Block "F", Walter C. Smith's Warrenton, in the City of Warrenton, County of Clatsop, State of Oregon. Also including a parcel or tract of land in the SW ¼ of Section 21, township 8 North, Range 1- West, Willamette Meridian, Clatsop County, Oregon, described as follow: Beginning at the SW corner of Smith's Warrenton Addition which is also the SE corner of Oregon Washington Plywood property as described in Vol. 256, Page 677, Deed Records, Clatsop County, Oregon.

Thence west along the south line of said Oregon Washington Plywood property a distanct of 720.00 feet to a point which is the SW corner of said Oregon Washington Plywood property; said point is also on the easterly right of way line of SE Juniper Avenue.

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

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

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

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

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

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

Thence East 18 rods;

Thence North 72 rods;

Thence West 18 rods;

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

Real Market Value: \$143,710

Minimum Bid: \$250,000 CASH (10% [\$25,000] down by 5 P.M. on day of sale and balance due in 30 days)

EXHIBIT "A"

NOTICE OF COUNTY LAND SALE

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

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

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

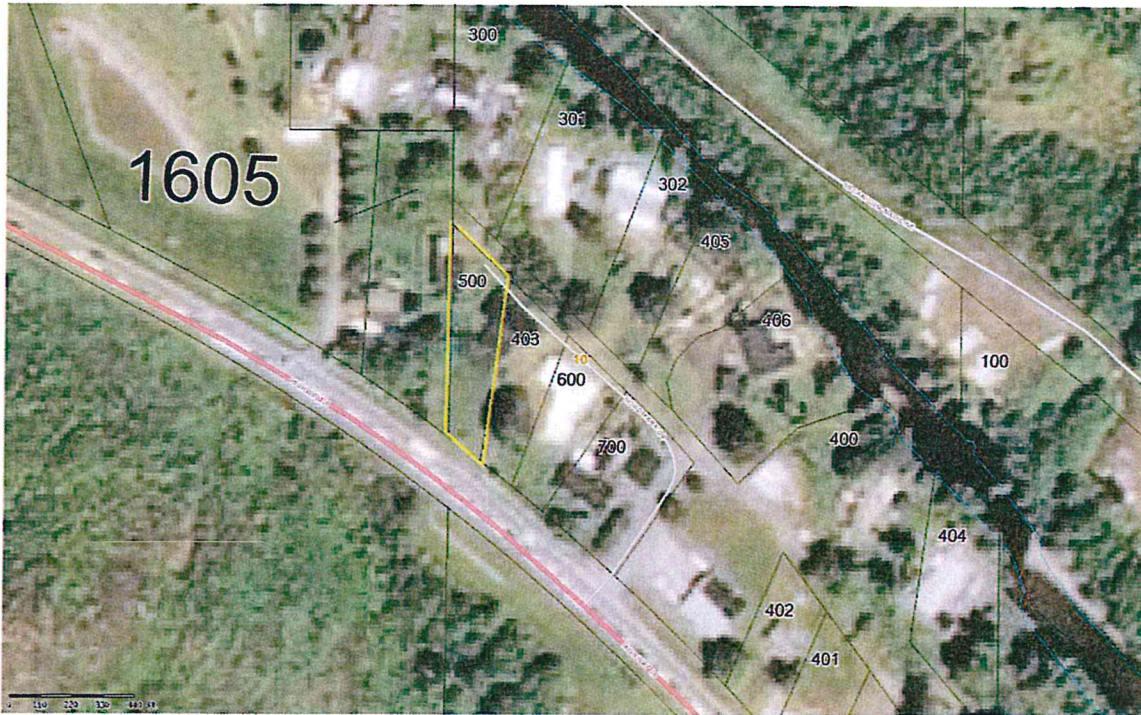
Clatsop County shall not warrant or defend the titles of the properties offered for sale to be free of defects or encumbrances and will not warrant that its foreclosure proceedings or any other proceeding authorizing sale of these properties to be free of defects and will only sell and convey such titles,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

Clatsop County Sheriff

Publication dates: August 25, September 1, 8 & 15, 2017
The Daily Astorian

PARCEL # 17- 04

MAP # 501010DA00500	Minimum Bid: \$2,500 CASH
Real Market Value \$48,870-Land \$3,076 MH = \$51,946 Total	Assessed Value \$35,737-Land \$3,076 MH = \$38,813 Total
Acreage: 0.25	General Area: 84410 Nordmark Dr., Seaside, South of Hwy 101 and Hwy 26 junction
Zoning: RA-2	Special Overlay: AE Floodway (FEMA)
Comments: Note that this property is completely within the floodway on FEMA's current maps. Redevelopment can happen within the existing footprint, otherwise extensive engineering analysis would be required and redevelopment would not be guaranteed. MH (Manufactured House) is a single wide 1960 Buckingham	



PARCEL # 17-05

MAP # 51010DA01000	Minimum Bid: \$3,000 CASH
Real Market Value \$46,116-Land \$9,238 MH = 55,354 Total	Assessed Value \$34,760-Land 9,238 MH = \$43,998
Acreage: 0.25	General Area: 33745 Hwy 26, Seaside. South of Hwy 101 and Hwy 26 Junction
Zoning: RA-2	Special Overlay: AE Floodway (FEMA)
Comments: Note that this property is completely within the floodway on FEMA's current maps. Redevelopment can happen within the existing footprint, otherwise extensive engineering analysis would be required and redevelopment would not be guaranteed. MH (Manufactured Home) is a double wide 1976 Van Dyke in poor condition	



PARCEL # 17-30

MAP # 80909CC05000, 5001, 5100	Minimum Bid: \$20,000 CASH
Real Market Value \$31,471	Assessed Value \$19,009
Acreage: 0.70	General Area: Off of 29th and Irving Avenues in Astoria
Zoning: R2 – Medium Density Residential	Special Overlay: Slide area, City of Astoria requires geotechnical engineering.
Comments: City of Astoria has retained a 20 foot wide easement over the eastern most part of tax lot 5100 for access and utility purposes.	



PARCEL # 17-31

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



**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

August 23, 2017

Issue/Agenda Title: Authorization of the 2017-2019 Intergovernmental Agreement (#11087) with the Oregon Department of Education, Youth Development Division for Juvenile Crime Prevention Funds.

Category: Business Agenda

Prepared By: Greg Engebretson

Presented By: Greg Engebretson

Issue before the Commission: Authorization of the 2017-2019 Intergovernmental Agreement (#11087) with the Oregon Department of Education, Youth Development Division, for juvenile crime prevention funding.

Informational Summary: The State of Oregon, through the Youth Development Division of the Department of Education, enters into IGA's with Oregon Counties for the funding of juvenile crime prevention services.

Fiscal Impact: The County Juvenile Department will receive up to \$45,000 during the 2017-2019 biennium to provide juvenile crime prevention services.

Options to Consider:

1. To approve the 2017-2019 IGA with the Oregon Department of Education, Youth Development Division for juvenile crime prevention funding.
2. To not approve the 2017-2019 IGA with the Oregon Department of Education, Youth Development Division for juvenile crime prevention funding.

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve the 2017-2019 Intergovernmental Agreement (#11087) with the Oregon Department of Education, Youth Development Division, for the juvenile crime prevention funding and authorize the County Manager to sign any subsequent amendments."*

Attachment List:

- A. 2017-2019 Intergovernmental Agreement (#11087) with the Oregon Department of Education.

INTERGOVERNMENTAL AGREEMENT

Agreement No. 11087

This Agreement is between the State of Oregon acting by and through its **Oregon Department of Education, Youth Development Division** (“Agency”) and **Clatsop County** (“County”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

SECTION 2: PURPOSE

WHEREAS, House Bill 3231, chapter 37, and 2015 Oregon Revised Statutes (ORS) 417.850(5), Additional duties of Youth Development Council, authorizes the agency to ensure initiation of contracts based on approved local high-risk juvenile crime prevention plans and oversee contract changes.

WHEREAS, County has requested financial assistance from Agency for the foregoing purposes;

WHEREAS, Agency is willing, upon the terms and conditions of this Agreement, to provide financial assistance to County for the foregoing purposes; and

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 3: EFFECTIVE DATE AND DURATION

Upon signature by all applicable parties, this Agreement shall be effective on **July 1, 2017**. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2019**.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency’s Authorized Representative is:

Anya Sekino
255 Capitol St NE
Salem, OR 97310
503.378.5156 Fax
503.378.5115 Office
anya.sekino@state.or.us

4.2 County's Authorized Representative is:

Scott Lee
800 Exchange Street
Suite 410
Astoria, OR 97103
503.468.8715 Office
503.325.8325 Fax
slee@co.clatsop.or.us

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

SECTION 5: RESPONSIBILITIES OF EACH PARTY

- 5.1 County shall perform the work set forth on Exhibit F (Budget Distribution-Approved JCP Work Plan), attached hereto and incorporated herein by this reference.
- 5.2 Agency shall pay County as described in Section 6.

SECTION 6: COMPENSATION AND PAYMENT TERMS

EXPENSE REIMBURSEMENT SUBJECT TO A CAP

Agency shall reimburse County, up to but not in excess of **\$45,000.00**, for all expenses reasonably and necessarily incurred in performing the work and delivering the deliverables required of County under this Agreement. Payment will be made quarterly, for work performed to Agency's satisfaction during the prior quarter, after submission of a satisfactory invoice.

SECTION 7: REPRESENTATIONS AND WARRANTIES

County represents and warrants to Agency that:

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

apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and

- 7.5 County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

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

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any other court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

SECTION 9: OWNERSHIP OF WORK PRODUCT

- 9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:

9.1.1 "**County Intellectual Property**" means any intellectual property owned by County and developed independently from the work under this Agreement.

9.1.2 "**Third Party Intellectual Property**" means any intellectual property owned by parties other than County or Agency.

9.1.3 "**Work Product**" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that County is required to deliver to Agency under this Agreement and all intellectual property rights therein.

- 9.2 All Work Product created by County under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an

employment to invent, shall be the exclusive property of Agency. Agency and County agree that any Work Product that is an original work of authorship created by County under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by County under this Agreement is not "work made for hire," County hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by County under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, County shall execute such further documents and instruments necessary to fully vest such rights in Agency. County forever waives any and all rights relating to Work Product created by County under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by County under this Agreement is a derivative work based on County Intellectual Property, or is a compilation that includes County Intellectual Property, County hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the County Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

If the Work Product created by County under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, County shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

- 9.3 If Work Product is County Intellectual Property, County hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the County Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.4 If Work Product is Third Party Intellectual Property, County shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.5 If state or federal law requires that Agency or County grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then County shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: CONTRIBUTION

- 10.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party,

along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.

- 10.2 With respect to a Third Party Claim for which Agency is jointly liable with County (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 10.3 With respect to a Third Party Claim for which County is jointly liable with Agency (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of County on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 11: COUNTY DEFAULT

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

- 11.1 County fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 11.2 Any representation, warranty or statement made by County in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by County is untrue in any material respect when made;
- 11.3 County (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the

benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

- 11.4 A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of County, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (c) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 12: AGENCY DEFAULT

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

SECTION 13: REMEDIES

- 13.1 In the event County is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring County to perform, at County's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 13.2 In the event Agency is in default under Section 12 and whether or not County elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, County's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against County, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against County. In no event will Agency be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts

paid to County exceed the amount due to County under this Section 13.2, County shall promptly pay any excess to Agency.

SECTION 14: RECOVERY OF OVERPAYMENTS

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

SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 16: TERMINATION

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

16.2 Agency may terminate this Agreement as follows:

16.2.1 Upon 30 days advance written notice to County;

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

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

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

16.2.5 As otherwise expressly provided in this Agreement.

16.3 County may terminate this Agreement as follows:

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

16.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or

guidelines are modified or interpreted in such a way that County's performance under this Agreement is prohibited or County is prohibited from paying for such performance from the planned funding source;

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

16.3.4 As otherwise expressly provided in this Agreement.

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

SECTION 17: INSURANCE

County shall maintain insurance as set forth in Section 24, and incorporated herein by this reference.

SECTION 18: NONAPPROPRIATION

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

SECTION 19: AMENDMENTS

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

SECTION 20: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 21: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 22: SEVERABILITY

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

SECTION 23: COUNTERPARTS

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

SECTION 24: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law. Both parties shall comply and County shall require all Providers by contract to comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the conduct of Activities and or delivery of Services. Without limiting the generality of the foregoing, both parties expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (d) ORS 30.670 to 30.685, ORS 659.430 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the conduct of Activities. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and Agency, that employ subject workers who conduct Activities in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. County shall require by contract that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

SECTION 25: INDEPENDENT CONTRACTORS

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

SECTION 26: INTENDED BENEFICIARIES

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

SECTION 27: FORCE MAJEURE

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

SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST

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

SECTION 29: SUBCONTRACTS

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

SECTION 30: TIME IS OF THE ESSENCE

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

SECTION 31: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations,

oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 32: RECORDS MAINTENANCE AND ACCESS

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

SECTION 33: HEADINGS

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

SECTION 34: ADDITIONAL REQUIREMENTS

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

SECTION 35: AGREEMENT DOCUMENTS

Order of Precedence: This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits
Exhibit A General Definitions
Exhibit B Funding Area Descriptions &
 Program Definitions
Exhibit C Award
Exhibit D Special Terms and Conditions

Exhibit E Additional Terms and Conditions
Exhibit F Approved Budget Distribution - JCP Plan

SECTION 36: SIGNATURES

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

STATE OF OREGON acting by and through its Department of Education

Karen K Harrison, Contracting Officer

Date

Clatsop County

Name, Title

Date

Approved for Legal Sufficiency in accordance with ORS 291.047

Jake J. Hogue, Assistant Attorney General via email

06/28/2017

Name, Title

Date

EXHIBIT A GENERAL DEFINITIONS

As used in this Agreement, the following words and phrases shall have the indicated meanings.

1. **"Activity" or "Service"** means an activity or service falling within a Funding Area, whose costs are covered in whole or in part with financial assistance Agency pays to County pursuant to this Agreement
2. **"Administrative Costs"** means Allowable Costs incurred by County or a Provider in administering implementation of the Plan, as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.
3. **"Allowable Costs"** means those costs that are reasonable and necessary for the implementation of the Plan as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.
4. **"Claim"** has the meaning set forth in Section 8.
5. **"Agreement"** means this 2017-2019 County Intergovernmental Agreement.
6. **"General Funds"** means all funds paid to County under this Agreement.
7. **"Funding Area"** means any one of the areas enumerated and further described in Exhibit B.
8. **"Funding Area Description"** means the description of a Funding Area set forth on Exhibit B.
9. **"Misexpenditure"** has the meaning set forth in Section C of Exhibit E.
10. **"Provider"** has the meaning set forth as used in Exhibit B Funding Area Description, Provider also includes County if County conducts an Activity within that Funding Area directly.
13. **"Underexpenditure"** has the meaning set forth in Section C of Exhibit E.

EXHIBIT B

FUNDING AREA DESCRIPTION & PROGRAM DEFINITIONS

1. **Juvenile Crime Prevention (JCP).** JCP Services are described below.
 1. **Definitions.** In addition to the Definitions of Exhibit A of this Agreement, the following words and phrases shall have the indicated meanings in this Exhibit B:
 1. **"Client"** means any individual who receives a Service.
 2. **"Diversion Services"** means services outlined in the Plan and provided under a separate contract with OYA for Diversion Services.
 3. **"Evaluation Costs"** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.
 4. **"JCP Basic Services Funds"** means funds provided under a separate contract with OYA for JCP Basic Services.
 5. **"JCP Basic Services" or "Basic Services"** means services outlined in the Plan and provided under a separate contract with OYA for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth offenders.
 6. **"JCP Funds"** means funds provided under this Agreement for JCP Services.
 7. **"YDC"** means the Youth Development Council
 8. **"JJIS"** is the Juvenile Justice Information Systems operated by OYA and the Oregon counties.
 9. **"Juvenile Crime Prevention Services" or "JCP Services"** means services outlined in the Plan and provided under this Agreement to youth who are at high risk for commission of juvenile crime and (a) who have more than one of the following risk factors: anti-social behavior, poor family functioning; failure in school, substance abuse problems, or negative peer association and (b) who are demonstrating at-risk behaviors that have come to the attention of government or community agencies, schools or law enforcement and that will lead to the youth's imminent or increased involvement in the juvenile justice system.
 10. **"OYA"** means the Oregon Youth Authority.
 11. **"Plan"** means the County's High-Risk Juvenile Crime (JCP) Prevention Plan approved by YDC, the provisions of which are incorporated herein by this reference.
 12. **"Service"** for purposes of Juvenile Crime Prevention Program Requirements,

means any JCP Service or group of related services delivered as part of Plan implementation.

13. **"Target Population for Juvenile Crime Prevention Services"** means youth ages 10 to 17 targeted for Juvenile Crime Prevention in the Plan who have more than one of the following risk factors:
 - a. Anti-social behavior;
 - b. Poor family functioning or poor family support;
 - c. Failure in school;
 - d. Substance abuse problems; or
 - e. Negative peer association; andwho are clearly demonstrating at-risk behaviors that have come to the attention government or community agencies, schools, or law enforcement and that will lead to imminent or increased involvement in the juvenile justice system
14. **"YDD"** means the Youth Development Division.
15. **"Budget Distribution"** means document submitted as a Statement of Work that describes the proposed use of monies.
16. **"Lead JCP Agency"** mean an Agency appointed by the Board of County Commissioners for use in supporting the delivery of JCP Services in accordance with the terms and conditions of this Agreement with the County.

II. **GENERAL TERMS AND CONDITIONS.** In addition to the other terms and conditions of this Agreement, County shall comply and, as indicated, require all Providers by contract to comply with the following:

1. **Conditions Precedent to Disbursement.** Agency's obligation to disburse JCP Funds to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- a. County is in compliance with ORS 279B.200, 279B.230 and 279B.235.
- b. Agency has received a written quarterly JCP disbursement request from County on a form designated by Agency.
- c. With respect to each disbursement, Agency has received from County all reports required by Section II(3) of this Exhibit B to be submitted to Agency on or prior to the date of disbursement request.
- d. The JCP disbursement request is received no later than 30 days after the termination of this Agreement

2. **Expenditure/Obligation of Award.** County may expend the JCP Funds

provided to County under this Agreement solely on Allowable Costs necessarily incurred to provide Services during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement, whether in the applicable Funding Area Descriptions, special conditions identified in the Award, or otherwise):

- a. No more than 10% of the JCP Funds paid under this Agreement to County shall be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers, and subcontractors. This applies to all JCP disbursements pursuant to this Agreement. County shall record Administrative Costs on forms provided by the Agency
- b. County may expend JCP Funds solely on JCP Services.
- c. County shall maintain previous levels of JCP Services funding for the Target Population or shall not reduce such levels of JCP Services funding by an amount greater than the Target Population's proportional share of reductions of County revenue.

County must transfer all JCP Funds received under this Agreement to its "Lead JCP Agency" appointed by the Board of County Commissioners for use in supporting the delivery of JCP Services in accordance with the terms and conditions of this Agreement.

3. **Reports.** County shall submit to Agency, on forms designated by Agency, the following written reports:
 - a. Youth risk need and interim review information will be required on the Services delivered to youth with JCP Funds at such frequency as may be requested by the Agency.
 - b. During the term of this Agreement, a quarterly written, detailed expenditure report on the County's expenditures of JCP Funds during the prior calendar quarter.
 - c. No later than 30 days after the termination of this Agreement, a written, detailed expenditure report on the County's expenditure of JCP Funds during the 2017-2019 Fiscal Year

III. JUVENILE CRIME PREVENTION PROGRAM REQUIREMENTS.

1. Plan

a. Plan Implementation

County shall implement, or through Providers, shall require to be implemented, the JCP Services and JCP Basic Services portions of the Plan. The County has developed or agrees to develop the JCP Services, JCP Basic Services and Diversion Services portions of the Plan according to guidelines provided by Agency.

b. Amendment to Plan

County may request amendment of the Plan by notifying Agency in writing thirty (30) days prior to the submission of such proposed amendment. All amendments to the Plan shall be in a format prescribed by Agency. County must obtain approvals for an amendment that makes any significant change in the Plan. A significant change in the Plan includes but is not limited to any funding change in the categories of services outlined in the Plan. For the purposes of this Section 1.b, Juvenile Crime Prevention Services, Basic Services, and Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Plan:

- (i) The Plan cannot be amended to change allocations between Juvenile Crime Prevention Services and Basic Services/Diversion Services.
- (ii) Changes to the JCP budget in the Plan aggregating 10% or greater of the total budget for any of the funding sources must be reviewed and approved by the Agency in writing, prior to the changes taking effect.
- (iii) County shall submit written notification to Agency for any changes to the JCP budget in the Plan aggregating less than 10% of the total budget for any of the funding sources. This notification will be reviewed by Agency. The Agency reserves the right to require that the County notification be reviewed by the YDC for approval prior to the changes taking effect.
- (iv) All amendments to the Plan which comply with this Section shall be on file with Agency and shall become a part of the Plan and this Agreement from its effective date without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Plan amendment is the date the Plan amendment is approved or notification is received by the Agency.
- (v) In the event Agency increases or decreases the amount of funding in this Agreement pursuant to Exhibit E in an amount aggregating 10% or greater of the total budget for JCP Services, County may amend the Plan in response to the funding change, but only in a manner that is consistent with state law and rules. Such Plan amendment shall be effective no sooner than the effective date of the funding change. No later than five (5) days from its effective date, County must send any Plan amendment to Agency, who must review the amendment within thirty (30) days of its effective date. The Plan must be approved as presented or as agreed upon by the parties no later than sixty (30) days from the effective date.

2. **Cultural Competency.** County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

3. **Grievance System.** During the term of this Agreement, County shall establish and operate a system through which youths receiving Services, and the youths' parents or

guardian, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular youth, County shall advise the youth and the parents or guardian of the youth of the existence of this grievance system.

4. **Outcomes.** County shall target its Juvenile Crime Prevention Services to the Target Population for Juvenile Crime Prevention and shall implement those services with the goal of achieving the following high level outcomes: (i) reduction of juvenile arrest rate in County, (ii) reduction of juvenile recidivism rate in County, and (iii) reduction (or maintenance) in the use of beds at OYA's Close Custody Facilities by youth from County to (or at) a level at or below Discretionary Bed Allocation. The specific targets for high level outcomes are set forth in the Plan. County shall also implement its Juvenile Crime Prevention Services and Basic Services with the goal of achieving the intermediate outcomes identified in the Plan.

5. Evaluation

a. County shall furnish Agency with such data, information and reports, on County's implementation of the Juvenile Crime Prevention Services and expenditure of the funds therefore paid to County hereunder, in such format and at such frequency as may be reasonably requested by Agency or as needed to comply with state or federal laws, regulations, or executive orders. County agrees to and does hereby grant the State the right to reproduce use and disclose all or any part of such data, information or reports furnished under this Agreement.

b. County agrees to produce screening and assessment data as required by the Agency in such form and at such times as Agency may reasonably request.

c. In addition to the other reporting requirements of this Agreement, the County must ensure that all OYA required JJIS data fields are entered into JJIS.

d. If the County does not meet the intermediate outcomes identified in the Plan for Juvenile Crime Prevention Services, Agency shall conduct a performance review of the County's efforts under the Plan in order to identify ways in which the Juvenile Crime Prevention Services portion of the Plan may be improved. If, upon review, Agency determines that there are reasonable grounds to believe that County is not in substantial compliance with the Plan or this Agreement, Agency may notify County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any Agency right arising out of County's default, as described in Exhibit E.

6. **Evidence-Based Programs.** County shall work with Agency to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness as described under SB 267 (2003), ORS 182.515, as applicable. County shall work with Agency to develop a reporting process on County's evidence-based programs and services funded under this Agreement.

7. **Records Maintenance, Access and Confidentiality.** County shall maintain and shall require all Providers by contract to maintain a Client record for each youth that receives a Service.

**EXHIBIT C
AWARD**

FUNDING AREA	GENERAL FUND	FEDERAL FUNDS	CFDA NUMBER
2. JCP Prevention	\$45,000.00		

EXPLANATION OF AWARD

The Award set forth above reflects the maximum amount of financial assistance that Agency will provide to County under this Agreement in support of Activities or Services in the specified Funding Areas.

[The balance of this page is intentionally left blank.]

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. **Special Restrictions on Expenditure of Award.** In addition to any other restriction or limitation on County 's expenditure of financial assistance, County may expend financial assistance provided under this Agreement only in accordance with the limitations set forth in the local JCP Plan prepared by County and approved in writing by Agency. County may not expend financial assistance provided under this Agreement in excess or contravention of the foregoing limits.

2. **Carryover.** Notwithstanding Section 1 of Exhibit E, if authorized by Agency in writing in accordance with the local JCP Plan prepared by County and approved in writing by Agency, financial assistance disbursed to County under this Agreement that is not expended at Agreement termination. All financial assistance retained by County in accordance with this section that is not expended within 30 days after the termination of this Agreement shall be deemed Under-expenditure subject to recovery under Section 1 of Exhibit E.

3. **Reporting.** In accordance with the local JCP Plan prepared by County and approved in writing by Agency, County shall submit such fiscal and activity reports to Agency on the Activities and Services funded with financial assistance provided under this Agreement, as Agency may reasonably request from time to time.

[The balance of this page is intentionally left blank.]

**EXHIBIT E
ADDITIONAL TERMS AND CONDITIONS**

1. Disbursement, Use and Recovery of Award.

- a. Disbursement and Use Generally. Subject to the conditions precedent set forth below, Agency shall disburse the financial assistance described in the Award to County in accordance with the local JCP Plan prepared by County and approved in writing by Agency on an expense reimbursement basis or, at Agency's discretion, in periodic proportional allotments. The mere disbursement of financial assistance to County does not vest in County any right to retain those funds. Disbursements not provided on an expense reimbursement basis are considered an advance of funds to County which County may retain only (i) if properly expended, in accordance with terms and conditions of this Agreement, prior to the termination of this Agreement or (ii) if otherwise authorized in writing by Agency pursuant to this Agreement. County shall use disbursed financial assistance for the purposes allowed in this Agreement. County shall not be obligated to provide a level of Activities or Services in Funding Areas beyond the financial assistance provided by Agency.

- b. **Conditions Precedent to Disbursement.** Agency's obligation to disburse financial assistance to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - (i) Agency has received sufficient funding, appropriations and other expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - (ii) No default as described in Section 11 of this Agreement or in Section 9 of this Exhibit E has occurred.
 - (iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - (iv) All other conditions to disbursement set forth in this Agreement have been satisfied.

- c. **Recovery of Award.**
 - (i) **Notice of Underexpenditure or Misexpenditure.** In the event of Underexpenditure or a Misexpenditure (each as defined below) of any moneys disbursed to County under this Agreement, Agency and County shall engage in the process described in this Section 1.c to determine the appropriate amount that Agency may recover from County, and the appropriate method for implementing such recovery. For purposes of this Section 1.c, an "Underexpenditure" means money disbursed to County by Agency under this Agreement that has not been expended by County at Agreement termination,

other than money, if any, that County is expressly permitted to retain and expend in the future under other provisions of this Agreement, and "Misexpenditure" means money disbursed to County by Agency under this Agreement and expended by County that:

- (a) Is identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the State of Oregon; or
- (b) Is identified by the State of Oregon or Agency as expended in a manner other than that permitted by this Agreement, including without limitation, any money expended by County, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
- (c) Is identified by the State of Oregon or Agency as expended on an Activity that did not meet the standards and requirements of this Agreement with respect to that Funding Area.
- (d) The term "Misexpenditure" does not include any County payments or expenditures that are:
 - (A) Made pursuant to Oregon Administrative Rules;
 - (B) Made with Agency's written discretion or approval; or
 - (C) Consistent with the local plans submitted by County and approved by the Agency.
- (e) If County payments or expenditures are later determined to be impermissible due to a subsequent modification or applicable statutes, federal rules, OMB Circulars or any other authority not listed in Section 1.c (i) (d) above that governs the expenditures of such monies by County, the parties agree to meet and negotiate in good faith an appropriate apportionment of responsibility for the repayment of the impermissible payments.

In the event of Underexpenditure or Misexpenditure, Agency shall provide to County notice thereof.

- (ii) **County's Response.** From the date of County's receipt of the notice of Underexpenditure or Misexpenditure, County shall have the lesser of (i) 30 calendar days, or (ii) if an Underexpenditure or Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) the Agency has to appeal a final written decision from the federal government, to either:

- (a) Make a payment to the Agency in the full amount of the Underexpenditure or Misexpenditure identified by the Agency; or

- (b) Notify the Agency that County wishes to repay the amount of the Underexpenditure or Misexpenditure from future payments pursuant to Section 1.c(iv) below; or
- (c) Notify the Agency that it wishes to engage in the applicable appeal process set forth in Section 1.c (iii) below.

The Agency shall not require County to perform additional services to be paid from the Underexpenditure. If County fails to respond within the time required under Section 1.c (ii) above, Agency may recover the amount of the Underexpenditure or Misexpenditure from future payments as set forth in Section 1.c(iv) below.

- (iii) **Appeals Process.** If County notifies Agency that it wishes to engage in an appeal process with respect to a noticed Underexpenditure or Misexpenditure, the parties shall comply with the following procedures, as applicable:

- (a) **Appeal from Agency-Identified Underexpenditure or Misexpenditure.**

If the Agency's notice of Underexpenditure or Misexpenditure is based on an Underexpenditure or Misexpenditure other than a Misexpenditure of the type identified in Section 1.c(i)(a) above, County and the Agency shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there is, in fact, no Underexpenditure or Misexpenditure or that the amount of the Underexpenditure or Misexpenditure is different than the amount identified by the Agency, and to give the Agency the opportunity to reconsider its notice based on such presentation and discussion. County and Agency may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Misexpenditure. In determining an appropriate apportionment of responsibility, County and Agency may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If after such discussions Agency and County disagree as to whether or not there has been an Underexpenditure or Misexpenditure or to the amount thereof, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, arbitration. If Agency and County reach agreement on the amount owed to Agency, County shall promptly repay that amount to Agency by issuing payment to Agency or by directing Agency to withhold future payments pursuant to 1.c(iv) below. However, the parties shall not violate federal or state statutes, administrative rules, other applicable authority, or this Agreement in selecting the method or amount of repayment. If the parties are unable to reach agreement within a reasonable period of time, Agency may employ other remedies available under this Agreement or otherwise available at law or in equity.

- (iv) **Recovery From Future Payments.** To the extent that Agency is entitled to recover an Underexpenditure or Misexpenditure from future payments as permitted in this Section 1.c, Agency may recover the Underexpenditure or Misexpenditure by offsetting the amount thereof against future amounts owed to County by Agency. Agency shall provide County written notice of its intent to

recover the amount of the Underexpenditure or Misexpenditure from amounts owed County by Agency as set forth in this Section 1.c(iv), and shall identify the amounts owed by Agency which the Agency intends to offset (including the Agreement or Agreements, if any, under which the amounts owed arose). County shall then have 14 calendar days from the date of Agency's notice in which to request the deduction be made from other amounts owed to County by Agency and identified by County. Agency shall comply with County's request for alternate offset; unless the County's proposed alternative offset would cause the Agency to violate federal or state statutes, administrative rules or other applicable authority. In the event that Agency and County are unable to agree on which specific amounts owed to County by Agency the Agency may offset in order to recover the amount of the Underexpenditure or Misexpenditure, then the Agency may select the particular amounts from which it will recover the amount of the Underexpenditure or Misexpenditure, within the following limitations: Agency shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then Agency may look to any other amounts currently owing or owed in the future to County by Agency. In no case, without the prior consent of County, shall the Agency deduct from any one payment due County under the Agreement or agreement from which Agency is offsetting funds an amount in excess of twenty-five percent (25o/o) of that payment. The Agency may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Misexpenditure. Consistent with Section 1.c.(v)(d), nothing in this Section 1.c.(iv) shall cause County to violate state or federal constitutions, statutes, regulations, rules or other applicable state or federal authority.

- (v) **Additional Provisions related to parties rights/obligations with respect to Underexpenditures or Misexpenditures.**
- (a) Agency's right to recover Underexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.
 - (b) If the exercise of the Agency's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
 - (c) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future Agreement with the Agency.
 - (d) Nothing in this Agreement shall require County or Agency to act in violation of state or federal law or the Constitution of the State of Oregon.
 - (e) Nothing in this Section 1.c shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

- (vi) **Modification of Award.** In the event of a modification in the amount of the Award pursuant to the terms of this Agreement, Agency shall provide written notice of such modification to County and provide County with a modified Award. After such notice, County shall not expend previously disbursed Award moneys in excess of the modified Award. County shall return any remaining disbursed funds in excess of the modified Award to the Agency within 30 calendar days of the noticed modification.

2. **County Representations.** County represents to Agency as follows:

- a. **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- b. **Due Authorization.** The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- c. **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- d. **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to Agency hereunder or in connection with the financial assistance provided to County hereunder are true and accurate in all materials respects.
- e. **Activities or Services.** The performance of each Activity will comply with the terms and conditions of this Agreement and meet the standards for such Activity as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Award and applicable Funding Area Description.
- f. **Cumulative Representations and Warranties.** The representations set forth in this Section are in addition to, and not in lieu of, any other representations or warranties set forth in this Agreement or implied by law.

3. **Agency Representations.** Agency represents to County as follows:

- a. **Organization and Authority.** Agency has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- b. **Due Authorization.** The making and performance by Agency of this Agreement (1) have been duly authorized by all necessary action of Agency and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Agency is a party or by which Agency may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Agency of this Agreement, other than approval by the Department of Justice if required by law.
 - c. **Binding Obligation.** This Agreement has been duly executed and delivered by Agency and constitutes a legal, valid and binding obligation of Agency, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - d. **Cumulative Representations and Warranties.** The representations set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided.
4. **Expenditure/Obligation of Award.** County may expend the financial assistance provided to County under this Agreement solely on Activities or Allowable Costs necessarily incurred in implementation of the Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement, whether in the applicable Funding Area Descriptions, special conditions identified in the Award, or otherwise):
- a. County may not expend and shall require all Providers by contract to not expend on any Activity any financial assistance provided to County under this Agreement in excess of the amount reasonable and necessary for quality performance of that Activity.
 - b. County may not expend and shall require all Providers by contract to not expend financial assistance awarded to County under this Agreement for a particular Funding Area (as reflected in the Award) on any Activities or Services other than Activities or Services falling within that Funding Area.
 - c. County may not use financial assistance provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to the effective date of this Agreement.
5. **Reports.** County shall prepare and deliver to Agency written reports on the expenditure of the financial assistance provided to County hereunder as Agency may reasonably request from time to time. The reports shall be prepared and submitted in accordance with the local JCP Plan prepared by County and approved in writing by Agency.
6. **Provider Agreements.** Except when the Funding Area Description requires Activities falling within that Funding Area to be provided or conducted by County directly or expressly provided in the Plan, County may expend financial assistance provided under this Agreement for a particular Activity to purchase services comprising that Activity from a third person or entity (a "Provider") through a contract (a "Provider Agreement"). County may permit a Provider to purchase services comprising an Activity, from another person or entity under a subcontract and

such subcontractors shall also be considered Providers for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the services. The Provider Agreement must be in writing and contain each of the provisions that must be included in a Provider Agreement under the terms of this Agreement or in order to permit County to comply with its obligations under this Agreement with respect to the Activities conducted by the Provider. County shall maintain an originally executed copy of each Provider Agreement at its office and shall furnish a copy of any Provider Agreement to Agency upon request.

7. **Provider Monitoring.** County shall monitor the use by Providers of all Award funds distributed to such Providers. County shall advise all Providers of the requirements applicable to them and to the use of Award funds under this Agreement, state and federal laws, state and federal regulations, the provisions of other applicable contracts and any supplemental requirements imposed by the County. County shall require by contract that Providers comply with such requirements and satisfy Plan and other program goals related to their Award financing. County shall monitor relevant activities of Providers to ensure that Award funds are used for authorized purposes in compliance with such requirements and to determine whether Plan and other performance goals are being achieved. If findings/recommendations occur from such audits, or from other audits or other County monitoring with respect to Award funds, County shall issue management decisions to relevant Providers within 30 calendar days after receipt of such audit reports or generation of monitoring findings/recommendations and shall ensure that Providers take appropriate and timely corrective action. County also shall provide copies of such audit and monitoring findings/recommendations and of corresponding County management decisions to the Agency within thirty (30) days of County's deadline herein for issuing its respective management decision.

8. **Records Maintenance, Access and Confidentiality.**

- a. **Access to Records and Facilities.** The Agency, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the County and all Providers that are directly related to this Agreement, the financial assistance provided hereunder, or any Activity for the purpose of making audits, examinations, excerpts, copies and transcriptions: County shall include this provision in all Provider Agreements and require all Providers to include this provision in all subcontracts. In addition, County shall permit, and require all Providers by contract to permit, authorized representatives of Agency to perform site reviews of all Activities of County or of Provider.
- b. **Retention of Records.** County shall retain and keep accessible and require all Providers by contract to retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the financial assistance provided hereunder or any Activity, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination of this Agreement. If there are unresolved audit or other questions at the end of the three-year period, County shall retain the records until the questions are resolved.
- c. **Expenditure Records.** County shall document and require all Providers by contract to document the expenditure of all financial assistance paid by Agency under this Agreement. Unless applicable federal law requires County or a Provider to utilize a different accounting system, County shall create and maintain and require all Providers

by contract to create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit Agency to verify how the financial assistance paid by Agency under this Agreement was expended.

d. Confidentiality of Client Information.

- (i) All information as to personal facts and circumstances obtained by the Contractor on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- (ii) The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Contract. Confidentiality policies shall be applied to all requests from outside sources.
- (iii) Agency, Contractor and any subcontractor will share information as necessary to effectively serve Agency clients.

9. County Default. In addition to the default provisions described in Section 11 of this Agreement ("County Default"), County shall be in default under this Agreement upon the occurrence of any of the following events:

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Plan;
- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by Agency to measure County performance hereunder, including without limitation, the conduct of Activities and or delivery of Services, the expenditure of financial assistance or the performance by County, is untrue in any material respect when made;
- c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such

proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

10. **Agency Default.** In addition to the default provisions described in Section 12 of this Agreement ("Agency Default"), Agency shall be in default under this Agreement upon the occurrence of any of the following events:

- a. Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by Agency herein or in any documents or reports made in connection herewith reasonably relied upon by County to measure performance by Agency is untrue in any material respect when made.

11. **Termination.**

a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to conduct Activities or provide Services in a particular Funding Area described in the Award:

- (i) At its sole discretion upon 30 days advance written notice to Agency, or
- (ii) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (iii) Upon 30 days advance written notice to Agency, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in reasonable exercise of its administrative discretion; or
- (iv) Immediately upon written notice to Agency, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. **Agency Termination.** Agency may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for a particular Funding Area described in the Award:

- (i) Upon 30 days advance written notice to County, if Agency determines, in its sole discretion, to end all or any portion of the financial assistance to County under this Agreement; or
- (ii) Upon 30 days advance notice to County, if Agency does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of Agency under this Agreement, as determined by Agency in the reasonable exercise of its

administrative discretion. Notwithstanding the preceding sentence, the Agency may terminate immediately upon written notice to County or at such other times as it may determine if action by the federal government, the Oregon Legislative Assembly or the Emergency Board reduces funding to be provided by Agency under this Agreement or the Agency's legislative authorization and the effective date for such reduction is less than 30 days from the date the action is taken.

- (iii) Immediately upon written notice to County if state or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that the Agency does not have the authority to provide financial assistance for one or more Funding Areas or no longer has the authority to provide the financial assistance from the funding source it had planned to use.
- (iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Agency may specify in the notice.
- (v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to conduct an Activity and or deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to conduct that Activity and or deliver the Service. This termination right may only be exercised with respect to the Funding Area impacted by loss of necessary licensure or certification.
- (vi) Immediately upon written notice to County, if Agency determines that County or any of its Providers have endangered or are endangering the health or safety of individuals.

12. Effect of Termination

- a. **Generally.** If Agency disbursements of financial assistance under this Agreement for a particular Funding Area are reduced under Section 1(a) and 1(b)(i) of Exhibit E, or as a result of Agency's exercise of its rights under this Exhibit E, or as a result of an amendment to this Agreement reducing the amount of financial assistance awarded for that Funding Area, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the disbursement reduction. Furthermore, County may, from and after the date of a disbursement reduction described in the preceding sentence, reduce or eliminate the quantity of Activities within that Funding Area commensurate with the size of the disbursement reduction for that Funding Area. Nothing in this Section 12(a) shall affect the County's obligations under this Agreement with respect to financial assistance actually received by County under this Agreement or with respect to Activities actually performed.
- b. **Entire Agreement.** Upon termination of this Agreement in its entirety, Agency shall have no further obligation to pay or disburse financial assistance to County under this Agreement, whether or not Agency has paid or disbursed to County all financial assistance described in the Award. Notwithstanding the foregoing, Agency shall make payments to reimburse County for services provided prior to the effective date of

termination where such services are authorized pursuant to this Agreement and are not disputed by Agency. County shall have no further obligation to perform activities or services under this Agreement after termination in its entirety except to provide information as required under this Agreement and to cooperate with Agency with respect to the enforcement of surviving rights and obligations under Subsection 12d.

- c. **Award for Individual Funding Area.** Upon termination of Agency's obligation to provide financial assistance under this Agreement for a particular Funding Area, Agency shall have no further obligation to pay or disburse any financial assistance to County under this Agreement for that Funding Area, whether or not Agency has paid or disbursed to County all financial assistance described in the Award for that Funding Area. Notwithstanding the foregoing, Agency shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by Agency. County shall have no further obligation to perform services or activities under this Agreement within a particular Funding Area if Agency's obligation to provide financial assistance for that particular Funding Area has been terminated except to provide information as required under this Agreement and to cooperate with Agency with respect to the enforcement of surviving rights and obligations under Subsection 12d.
- d. **Survival.** Notwithstanding Subsection a. through c. above, termination of this Agreement shall not extinguish or prejudice Agency's right to enforce this Agreement in accordance with its terms with respect to financial assistance disbursed to County under this Agreement, or Activities conducted or Services performed, prior to the termination. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Agency's right to recover from County, in accordance with the terms of this Agreement, any financial assistance disbursed to County that is identified as an Underexpenditure or Misexpenditure. Termination of this Agreement, in whole or in part, shall not affect County's right to receive financial assistance to which it is entitled, as described above in Subsections a. through c. If a termination right set forth in this Exhibit E is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

- 13. **Modification of Award.** If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated, authorized or allotted to Agency for implementation of the Services described in this Agreement, Agency shall provide written notice of such a change to County. The parties shall negotiate an agreement to adjust County's levels of service in a commensurate amount and in proportion to the increase or decrease in the appropriation, authorization or allotment to the Agency. As appropriate, the parties shall execute an amendment to this Agreement reflecting the increase or decrease in the Award and adjustment in levels of service. Nothing in this section shall limit or restrict Agency's rights under this Agreement to suspend disbursement of financial assistance or to terminate this Agreement (or portion thereof as provided in this Exhibit E) as a result of a reduction in appropriations or allotments. This Section is not applicable to any funding change that requires a different or new service to be provided. Further, all parties agree that County may reduce, adjust or terminate levels of service commensurate with the amount of any reduction of money appropriated for implementation of the Plan, in accordance with Exhibit E, Section 1(b)(v) of this Agreement. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to Agency for approval in a format and timeline prescribed by Agency. Such Service Plan shall be effective no sooner than the effective date of the funding change.

14. **Resolution of Disputes over Additional Financial Assistance Claimed by County.** If after termination of this Agreement, County believes that Agency disbursements of financial assistance under this Agreement for a particular Funding Area are less than the amount of financial assistance that Agency is obligated to provide to County under this Agreement for that Funding Area, as determined in accordance with applicable financial assistance calculation methodology, County shall provide Agency with written notice thereof. Agency shall have 30 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If Agency notifies County that it wishes to engage in a dispute resolution process, County and Agency's Assistant Administrator shall engage in non-binding discussion to give Agency an opportunity to present reasons why it believes that it does not owe County any additional financial assistance or that the amount owed is different than the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If Agency and County reach agreement on the additional amount owed to County, Agency shall promptly pay that amount to County. If Agency and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, non-binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination of this Agreement under Section 15 below.

15. **Resolution of Disputes, Generally.** In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies available under this Agreement or otherwise available at law or in equity.

[The balance of this page is intentionally left blank.]

Exhibit F Approved Budget Distribution - JCP Plan

Clatsop County Local High Risk Juvenile Crime Prevention Plan 2017-2019 Biennium

1. POSITIVE YOUTH DEVELOPMENT APPROACH AND PROGRAMMING

The Clatsop County Juvenile Department will be implementing the Juvenile Crime Prevention (JCP) plan this biennium. Our intention is to continue to offer gender-specific skill building groups for non-offending at risk youth in Clatsop County.

The Juvenile Department plan will address risk behaviors such as poor school engagement and conduct, negative peer pressure and will promote protective factors such as positive mental health and school/family attachment. A current local service gap exists to meet the needs of young students transitioning from local elementary schools to middle school. Research shows the transition to middle school puts youth at a higher risk for engaging in problem behavior such as substance abuse and juvenile crime and can reduce a youth's academic success.

According to the 2016 Oregon Student Wellness Survey in Clatsop County 11.9% of 6th grade students did not go to school in the past 30 days because they felt unsafe at school or on their way to or from school compared to only 8.7% of students statewide. With 5% of Clatsop 6th graders also reporting someone offered, sold or gave them an illegal drug at school as compared to the state average of only 2.4%. Another higher than average statistic for Clatsop 6th grade students is 3% had 5 or more drinks of alcohol in a row, that is, within a couple of hours compared to only .9% statewide. When it comes to Clatsop 6th grade students perceived risk of harm from drugs such as; cigarettes, alcohol, marijuana and prescription drugs Clatsop youth consistently reported a lower risk of perceived harm compared to the state average. These are just a few of the measured outcomes in the 2016 Oregon Student Wellness Survey that demonstrate we could be doing a better job in Clatsop County of supporting youth during this transitional time to promote positive youth development, academic success and prevent youth from entering the delinquency system.

When looking at the 2015 Oregon Healthy Teens survey results 10.6% of female and 6.2% of male 8th grade students reported the age of 13 as the age they had their first drink of alcohol other than a few sips. Girls also significantly reported feeling less able to work out their

problems than boys by over 10%. Girls statewide report missing 1-2 days of school during the past 12 months because of emotional or mental health reasons at the rate of 17.5% compared to boys reporting 7.3%.

In an effort to promote positive youth development, build resiliency skills in youth, increase protective factors and reduce risk factors the Juvenile Department proposes to utilize the JCP funds for implementation of the One Circle Foundation gender-specific curricula. We will engage non-offending at risk girls in this program to support their healthy development and help them achieve better school engagement and reduce negative peer influences. Currently the Juvenile Department is working closely with local middle schools within Clatsop County to implement the One Circle Foundation's gender-specific Girls Circle program for at risk girls between the ages of 10-14. The plan is to target incoming middle school girls in the 6th grade providing guidance and support to increase resiliency.

One Circle Foundation offers specific curricula for youth between the ages of 8 to 18 with over 20 different gender-specific curricula available to address specific problem areas for youth. One Circle Foundation models and interventions are designed in evidence-based principles and practices, incorporate motivational interviewing, cultural responsiveness, strengths-based approaches and trauma-responsive practices. The One Circle Foundation programs are implemented with the positive youth development strategies in mind and each session follows the six principles for a trauma informed approach. The sessions are held once per week for up to 12 weeks. The group provides youth with a protected and safe physical space that is comfortable and away from disruption. At the beginning of the group participants co-contribute to the creation of a set of group guidelines or agreements that describe how they want to interact and what they expect from each other, such as; show respect, show up, maintain confidentiality, speak from own experiences. The program uses a six-step format to promote safety, consistency, relationships, a range of expressive opportunities, skill building and empowerment, using the following format each session;

Opening Ritual

A simple ritual selected by the group that marks the beginning of each session with a consistent practice to harness attention, establish a shared purpose, and signify the value of the relationships created in the circle.

Theme Introduction

A brief introduction of the topic for the session with a short description of what type of activity will be offered. Topics are wide ranging and selected according to the interest and needs of the group such as: relationship skills, cultural identity, body image, gender myths, messages and stereotypes, role models, dealing with conflicts, healthy coping skills, personal identify, relationship safety, binge drinking and more.

Check-in

A central component of the Circle, check-in is a time for each person to share anything they wish about their emotions, thoughts and experiences of this day and/or since the previous session. While each is sharing, all others are actively listening, without judgement or comment. Thus, the process not only helps youth recognize commonalities through sharing, but also creates opportunity to learn to listen, take turns, show and expect respect within caring relationships.

Activity

A verbal discussion and creative or experiential activity are provided on the topic of the day, providing youth with various ways to explore and express themselves and to critically think about the situations they are dealing with and decisions they're making. Activities allow for self-awareness and expression, connection with others, stress relief, new learning, and skills practice.

Sharing Activity

Following the activity, youth reconvene in circle and are once again invited to share and debrief the activity. This sharing heightens awareness of influences in their lives, expands their cognitive and emotional skills, and strengthens social bonds and personal responsibility. During the conclusion of this step, facilitators ask "application questions". They invite youth to share one action they will take during the coming week as a result of their experiences on this topic and activity in this session. One by one, Circle participants consider and then make a personal commitment to do something that is relate to the topic. This is a strengths-based, MI-influenced step that elicits self-identified intentions and actions toward safety and well-being. In the following session facilitators invite youth to share any observations and updates about the commitments they've stated.

Closing Ritual

Another simple ritual is selected and used at the closing of each session. This ritual acknowledges the time and authentic sharing that's happened, the support and caring that's been exchanged, the connections that have been strengthened all within an atmosphere of respect. The closing ritual assists the participants to have a sense of completion for the session and to transition into the next phase of their day.

Using these proven strategies outlined within the Girls Circle program we hope to take advantage of the results of over a decade in pre-post surveyed outcomes within various prevention and delinquency programs. Results have included significant increases in social support, perceived body image, and self-efficacy (Steese et al., 2006; Irvine, 2005), and additionally, increase in school attachment and to caring adults, with a reduction in risks such as self-harm and alcohol use. (Irvine, 2005; Irvine, Roa, & Cervantez, 2010).

2. JUVENILE CRIME PREVENTION RISK ASSESSMENT TOOL

Currently the Juvenile Department is working closely with local middle schools within Clatsop County to implement the One Circle Foundation's gender-specific Girls Circle program for at risk girls between the ages of 10-14. The Juvenile Department has forged relationships with the area middle school principals and counselors who identify youth experiencing difficulties within the identified domains (antisocial behavior, poor family functioning or support, failure in school, substance abuse problems or negative peer association) Local school staff makes the initial youth referral to the Clatsop County Juvenile Department where a trained Juvenile Counselor will administer the JCP Risk Assessment on all incoming referrals. The information gathered in the risk assessment will also be utilized to determine the most appropriate curricula to use for the group to address common criminogenic factors. Once youth have completed the program an updated risk assessment will be performed measuring any changes or improvements in the youth's previously identified risk and protective factors.

Juvenile Department staff will enter all JCP Risk Screen data into the YDC Data Manager system once it becomes available.

3. PLANNING PROCESS

Please see the summary, local planning information and statistic evidence set forth in subsection 1. *POSITIVE YOUTH DEVELOPMENT APPROACH AND PROGRAMMING.*

During the 2015/2017 biennium, Clatsop County's plan was amended after originally planning to use the funds to help implement the Strengthening Families program. Incorporating the JCP risk screen into this program proved to be an obstacle. The amended plan included providing skill building groups to non-offending at-risk children who were in local foster care through the Department of Human Services. After facilitating a skill-building group with these children, utilizing curriculum/practices found in the Once Circle Foundation's Boy's Council and Girls Circle programs, the lack of local youth in foster care through DHS in the target age group was too small to continue. Having in previous years included in our plan the facilitation of the Girls Circle program in local middle schools, we collaborated with a local middle school to redirect our skill building focus and facilitate the Girls Circle program with non-offending at-risk middle school aged girls. The 2017/2019 plan anticipates continued collaboration with local middle schools to implement this program around the county. Local school representatives, the County Prevention Coordinator, members of the Local Public Safety Coordinating Council (LPSCC) and our Human Services Advisory Council (who also acts as our LADPC) have been supportive of this collaborative effort with our local middle schools to implement the Girls Circle program.

4. RELATION TO LOCAL DATA ON DISPROPORTIONATE MINORITY CONTRACT

Clatsop County's Relative Rate Index data reflects no substantive issues with Disproportionate Minority Contacts within the juvenile justice system (see attached). In most cases data suggests insufficient numbers to provide reliable results.

5. POPULATION TO BE SERVED

The age of youth to be served will be youth between the ages of 10 to 14. The target will be middle school (6th grade) female, non-offending, at risk youth experiencing difficulty within the previously identified domains.

Youth can be referred through school personnel, preferably the school counselor, to the Clatsop County Juvenile Department. A Juvenile Department Counselor will complete the JCP Risk Assessment on all referrals to determine eligibility for services through JCP.

The estimated number of youth to be served each year through this plan is approximately 15 to 24 youth. Two (and possibly three) 8 to 12 week groups will be provided each year in Clatsop County middle schools. Each group provides openings for up to 12 referrals.

6. JCP STRATEGIES AND OUTCOME

The JCP plan will incorporate all required data collection from the High Risk Juvenile Prevention Performance Measures Policy. In addition, program specific outcomes (listed below) will be evaluated through the One Foundation evaluation toolkit.

- School attachment
- Avoiding self-harm
- Positive body image
- Avoiding tobacco & alcohol
- Communicating needs to adults
- Making healthy choices regarding self-care
- Self-efficacy

7. EVIDENCE BASED PRACTICE AND CULTURAL APPROPRIATENESS

Girls Circle is a part of the One Circle Foundation. The Girls Circle program has over 12 different curricula serving girls ages 8 through 18. All of programs and curricula within the One Circle Foundation are gender-responsive circle models and interventions which are designed in evidence-based principles and practices. They incorporate motivational interviewing, cultural responsiveness, strengths-based approaches and trauma-responsive practices. We aim to create safe, culturally competent and trauma-informed environments to honor diversity.

8. RELATION OF JCP SERVICES TO THE CONTINUUM OF SERVICES

It is anticipated that during the 2017-2019 biennium, JCP Basic and Diversion funding will be used to partially fund a juvenile counselor position, purchase detention beds and provide a skill building group for youth who are at a high risk of commitment to OYA. These funds may also be used to secure shelter and/or shelter evaluation services for youth offenders if such services become available. Unlike Basic and Diversion funds that are utilized to provide services to youth referred to and/or adjudicated in juvenile court for delinquent behavior, JCP prevention funds will be used to target at-risk, non-offending youth who are transitioning to middle school, a period of time, as previously mentioned, that can be both difficult and critical for many young people. Through implementation of the One Circle Foundation's Girls Circle curriculum in local middle schools, we hope to promote positive youth development, resiliency, school engagement and positive peer and family relationships for at-risk youth in an effort to prevent delinquent behavior.

9. BUDGET INFORMATION

The budget is based on the Legislative Fiscal Office Request Info Provided

Anticipated biennium total:	\$34,155
Personnel:	\$26,600
Admin:	\$3,420
Program Activity	\$2,500
Materials/Supplies:	\$1000
Training/Travel	\$635

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

August 23, 2017

Issue/Agenda Title: Purchase of Dump Trucks

Category: Business Agenda

Prepared By: Ted McLean, Assistant Public Works Director

Presented By: Michael Summers, Public Works Director

Issue before the Commission: Approve the purchase of 2-2018 Peterbilt Dump Trucks

Informational Summary: The Public Works Department has budgeted \$450,000.00 for the purchase of equipment. This purchase was budgeted at \$280,000.00

These new trucks will replace #230 & #232 Peterbuilt dump trucks. The existing trucks are 1998 models used to transport materials all year around stationed out of the Astoria District. #232 has 324,139 miles with 18,272 hrs. & #230 has 358,802 miles with 20,180 hrs. Both trucks have had engine rebuilds and transmission replacements and are now getting close the end of the rebuild life. Instead of rebuilding it we have chosen to trade them in for the new models that meet the new emission standards.

The Public Works Department has made comparisons with several different truck Mfg., Kenworth, Peterbilt, Volvo, Mack and Freightliner. (Our large truck fleet currently is Peterbilt and Kenworth)

We have chosen to stay with Peterbilt or Kenworth for the reasons listed below:

#1 Kenworth and Peterbilt share many of the same parts and supplies that are currently stocked by our shops. Other Truck Mfg's supply different engines and transmissions as well as suspensions that would require more training for our shop as well as storage of supplies.

#2 Kenworth and Peterbilt give us the best severe duty cab and chassis for on and off road use and longevity.

#3 Price quotes listed below

Peterbilt price quote:

Truck Chassis:	\$125,678.00
Dump Box Installed;	\$42,388.00
Trade in Value:	<u>-\$42,000.00</u>
Total Cost:	\$126,066.00 x 2= <u>\$252,132.00</u>

Kenworth Price Quote:

Chassis: \$120,676.00
Dump Box Installed; \$42,388.00
Trade in Value: \$30,700.00
Total Price: \$132,364.00 x 2 = \$264,728.00

Fiscal Impact: This purchase was budgeted in the Roads Equipment Replacement Fund.

Options to Consider:

1. Approve purchase of the 2018 Peterbilt Dump Trucks
2. Look for other truck options
3. Keep fleet as is

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve the purchase of the 2-2018 Peterbilt Dump Trucks from DSU Peterbilt and to declare surplus #230 and #232 Peterbilt Dump Trucks.*

Attachment List:

- A. 2018 Peterbilt Dump Truck Specs
- B. Oregon State Pricing Agreement #5559
- C. Picture



PETERBILT

DSU Peterbilt & GMC Inc D102
5555 North Lagoon avenue

Clatsop County
92435 Svensen Market Rd

Portland, Oregon United States 97217

Phone: (503) 285-7771

Fax: (503) 283-6676

Email: jtannler@dsutrucks.com

Astoria, Oregon United States 97103

Phone: (503) 791-2907

Fax:

Contact Email:

Prepared for: Ted Mclean

Vehicle Summary

Unit		Chassis	
Model:	Model 567	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs)	46000
Description:	12 Yard	G.C.W. (lbs):	105500
Application		Road Conditions:	
Intended Serv.:	Construction Dump-On/Off Highway	Class A (Highway)	80
Commodity:	Construction Materials	Class B (Hwy/Mtn)	20
Body		Class C (Off-Hwy)	0
Type:	End Dump	Class D (Off-Road)	0
Length (ft):	16	Maximum Grade:	6
Height (ft):	12.0	Wheelbase (in):	226
Max Laden Weight (lbs):	5500	Overhang (in):	60
Trailer		Fr Axle to BOC (in):	86.2
No. of Trailer Axles:	0	Cab to Axle (in):	139.8
Type:		Cab to EOF (in):	199.8
Length (ft):	0	Overall Comb. Length (in):	315
Height (ft):	0.0	Special Req.	
Kingpin Inset (in):	0	United States Registry	
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____ Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com.
PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	8/4/2017 11:07:40 AM	Complete	Model Number:	Model 567
Effective Date:	Jul 1, 2017		Quote/DTPO/CO:	Q00710351
Prepared by:	ID: JoeTannler		Version Number:	35.00

PETERBILT

DSU Peterbilt & GMC Inc D102
5555 North Lagoon avenue

Clatsop County
92435 Svensen Market Rd

Portland, Oregon United States 97217
Phone: (503) 285-7771
Fax: (503) 283-6676
Email: jtannler@dsutrucks.com

Astoria, Oregon United States 97103
Phone: (503) 791-2907
Fax:
Contact Email:
Prepared for: Ted Mclean

Data	Code	Description	Weight
Base Model			
0005671	O	Model 567	14,860
0091070	O	Construction Materials	0
0093060	O	Construction Dump-On/Off Highway Truck or tractor without liftable trailing axle which carries bulk materials (excavated earth, sand/gravel, asphalt, demolition debris, etc.) and unloads by dumping out the back, over the side of the body, or out the bottom of the trailer.	0
0095170	O	End Dump	0
0098170	O	United States Registry	0
Configuration			
0200700	O	Not Applicable Secondary Manufacturer	0
Frame & Equipment			
0514000	O	10-3/4in Steel Rails To 354in 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	292
0601500	O	Full Steel Inner Liner	632
0611250	O	Heavy-Duty Iron Front Spring Brackets Forward and Rear	35
0611790	S	Aluminum Frame Rail Crossmembers Excludes suspension	0
0644090	O	EOF Square without Xmbr For use with body builder installed crossmember.	-64
0651090	O	Omit Rear Mudflaps and Hangers	-25
Front Axle & Equipment			
1012200	O	Meritor MFS20 20,000 lb, 3.74 in Drop	175
1114030	O	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	119
1243050	O	Power Steering Sheppard HD94 Dual For use with 16,000 to 20,000 lb. axle ratings.	0
1250250	O	Power Steering Reservoir Frame Mounted w/Cooler	2
1353540	O	PHP10 Aluminum PreSet PLUS Hubs	-187
1380070	O	Greasable Front Spring Pins	0
1380270	O	Bendix Air Cam Front Drum Brakes 16.5x6 For use with 14,601 lbs to 22,000 lbs steer axles or FSD16 front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	0
1380380	S	Tenneco Shocks For Steer Axle	0
1380470	O	Meritor Wide Track IPO Standard, Front Axle	5

MFS+ 3.5" Drop / MFS 3.74" Drop

1380480	O	Tie Rods, Meritor MFS20 Deep Inset Wheels	0
1391410	O	Gusseted Cam Brackets, Steer Axle	0

Rear Axle & Equipment

1526120	O	Meritor RT46-160 46,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	550
1603145	O	Watson-Chalin SL1190SSR (1) 13,500 lb Pusher Includes (1) air tank. Self-Steering Pusher	945
1607161	O	61in Pusher Axle Spacing From Centerline of Forward Drive Axle	0
1615180	O	PHP10 Iron PreSet PLUS Hubs, Cast Drums With 13.5K or 20K Self-Steering Pusher Axles	0
1616290	S	PHP10 Aluminum PreSet PLUS Hubs	0
1632650	S	Long Stroke Parking Brakes, Drive Axle(s)	0
1660000	O	Dust Shields For Cam Brakes, Drive Axle(s)	0
1673090	O	Separate Dash Controls, Cont Trac Full Lock Dana Spicer or Meritor - Tandem or TriDrive Axles (Air Rocker Switch occupies the space of two gauges for tandem axle and three gauges for tridrive axle)	2
1680450	O	Rear Brake Camshaft Reinforcement	9
1680470	O	Lube Pump, Drive Axle(s)	36
1680490	O	Gusseted Cam Brackets, Drive Axle(s)	2
1680500	O	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1680950	O	Stability System Not Selected or Not Available	0
1682710	S	Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
1685350	O	Lift Axle Regulator Mtd on Crossmember, Switch and Gauge in Dash.	0
1687010	S	Bendix Air Cam Rear Drum Brakes 16.5x7 Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0
1687090	O	Diff Lock Tandem Axles With Speed Interlock. Automatically Disengages Wheel Diff Lock at Speeds Above 25 mph.	0
1704100	O	Ratio 4.10 Rear Axle	0
1824240	O	Hendrickson Haulmaax HMX460 46,000 lb, 54in Axle Spacing, 60K Creep Rating	276
1921470	O	Shock Absorbers For HMX Suspension	31

Engine & Equipment

2072823	O	PACCAR MX-13 485@1600 GV@2200 1650@1000	0
		Performance (2017 Emissions)	
		N20690 N162 68...Maximum Accelerator Pedal Vehicle Speed	
		N20700 N006 64...Max Cruise Speed	
		N20710 N052 650..Idle Target	
		N20740 N015 NO...Enable MX Retarder in Neutral	
		N20750 N019 0....Delay in Engine Brake Activation w/ Brake Pedal Depressed	
		N20760 N014 2....Auto Retard Vehicle Speed Offset	
		N20770 N013 4....Downhill Speed Limiter Vehicle Speed Offset	
		N20780 N001 16...Minimum Speed to Turn Cruise Control Off	
		N20790 N003 19...Minimum Cruise Control Speed	
		N20800 N002 19...Min Speed to Automatically Turn Cruise Control On	
		N20830 N039 OFF..Allow Multi-Torque Only When Cruise is Active	
		N20840 N187 5....Timer Setting Non-PTO Mode w/ Park Brake Set	
		N20850 N188 5....Timer Setting Non-PTO Mode w/o Park Brake Set	
		N20860 N185 40...Low Ambient Temperature Overrule	
		N20870 N184 80...High Ambient Temperature Overrule	
		N20900 N186 5....Timer Setting When in PTO Mode	
		N20910 N190 YES..Reset EIST Timer Based on Engine Load	
		N20930 N071 ON...FIC Enable/Disable	
		N20940 N072 1900.Maximum Fast Idle Control Engine Speed	
		N20990 N078 ON...PTO Mode Disabled w/ Clutch Pedal Depressed	
		N21000 N101 ON...PTO Mode Disabled w/ Service Brake Depressed	
		N21010 N079 ON...PTO Mode Enable Only w/ Parking Brake Set	
		N21020 N080 1....PTO Vehicle Speed Limit	
		N21030 N089 ON...PTO Mode Enable Only w/ Transmission Neutral	
		N21100 N087 780..RPM Set Point	
		N21110 N086 2000.Maximum Engine Speed During PTO Operation	
		N21160 N110 1....Enable Set Point w/ Set/Accel Switch Bump	
		N21170 N191 NO...Overrule EIST Timer Based on Engine Load	
		N21190 N193 0....Expiration Distance	
		N21230 N197 YES..Enable Accelerator Pedal Reset	
		N21240 N198 YES..Enable Service Brake Reset	
		N21250 N199 YES..Enable Clutch Pedal Reset	
		N21260 N200 YES..Allow EIST Timer Overrides in PTO Mode	
		N21280 N163 0....Maximum Cycle Distance	
		N21300 N169 0....Expiration Distance	
		N21310 N170 155..Standard Maximum Speed Limit [LSL]	
		N21320 N106 650..Minimum Engine Speed During PTO Operation	
		N21640 N179 YES..Enable Park Brake Reset	
		N21650 N173 0....Reserve Speed Offset	
		N21670 N164 252..Reserve Speed Function Reset Distance	
		N21900 N073 0....Cab Accel Pedal Type in PTO Mode	
		N21910 N182 30...Coolant Temperature Overrule	
		N21920 N219 0....Offset mode	
		N21930 N224 2....Maximum Vehicle Speed Bonus	
		N21940 N227 -2....Maximum Vehicle Speed Penalty	
		N21950 N246 4....Minimum Vehicle Speed for DSA Activation	
		N21960 N247 1....Lowest Gear that DSA will be active	
		N21970 N248 18...Highest Gear that DSA will be active	
		N21980 N076 2000.Max Accelerator Controlled Eng Spd During PTO Operation	
		N21990 N307 OFF..Cab Accelerator Active in Remote PTO Mode	
2091305	O	Engine Idle Shutdown Timer Enabled	0
2091315	O	Enable EIST Ambient Temp Overrule	0
2091372	O	Eff EIST NA Expiration Miles	0
2091510	O	Enable Reserve Speed Drive Cycle Limit	0
2091640	O	Effective VSL Setting NA	0
2092016	O	Typical Operating Speed 62 MPH	0
2092027	O	MX Retarder State Cruise Control On (Manual Mode Engine Parameter)	0
2092032	O	Powertrain Optimized for Performance	0

Best analysis for vehicles used in vocational applications or with heavy GCWRs.

2092075	O	Enable MX Retarder Auto Retard (Engine Parameter)	0
2092079	O	Decline Driver Performance Assistant	0
2092082	O	Engine Monitoring Protection - Derate (PACCAR MX) A warning is provided in the A-Panel display when DPF regeneration is required. Continued operation without regeneration will initiate automate derating of the engine's power and can result in damage to the engine.	0
2140200	O	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins ISL, ISM and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0
2141000	O	Steel Front Engine Support IPO Standard Aluminum	20
2513060	S	PACCAR 160 Amp Alternator, Brushed	0
2521090	S	Immersion Type Block Heater 110-120V Standard location is center left hand under cab and includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	0
2522050	S	PACCAR 12V Starter	0
2538120	O	3 PACCAR AGM 12V Batteries 2775 CCA	0
2539410	O	Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.	4
2539720	S	Low Voltage Disconnect System	0
2621000	O	2-Speed Fan Clutch For Frequent Start/Stops	0
2738410	S	Wabco 25.9 CFM Air Compressor, MX only	0
2811160	S	Compression Brake, MX	0
2921110	O	PACCAR Fuel/Water Separator Standard Service Interval	0
2921210	O	No Fluid Heat Option for Fuel Filter	0
2921310	S	No Electric Heat Option for Fuel Filter	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 587: 1330 sq in, 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 384/386: 1301 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 320: 1242 sq in.	0
3291680	S	(1) Air Cleaner Firewall Mounted Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
3365270	S	Exhaust Single RH Side Of Cab DPF/SCR RH Under Cab (2017).	0
3381770	O	Curved Tip Standpipe(s)	0
3387870	S	24in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)	0

Transmission & Equipment

4040850	O	Eaton RTLO16918B 18-Speed Includes external oil-to-water cooler and internal pump, rear transmission support, direct shift pattern. Synthetic lubricant to reduce friction, improve efficiency, & extend component life. Magnetic transmission oil drain plug captures & holds any metal fragments in transmission oil to extend service life. Torque limiting clutch brake. Forward Ratios: LL-14.4, L-12.29, 1st-8.56, 14th-1.00, 15th-0.86, 16th-0.73 / Reverse Ratios: R1-15.06, R2-12.85, R3-4.03, R4-3.43	165
4210190	O	1810 HD Driveline, 1 Midship Bearing	105

		4.5in x .180 wall tubing	
4216590	O	1710 Driveline Interaxle, Tandem Rear Axles	0
4233900	O	(1) Dash Mounted Single Acting EOA PTO Control Electric Over Air. Specing PTO switch does not ensure the PTO will fit.	0
4256100	S	Manual Shifter, Black	0
4256250	O	Heavy Duty Input Bearing For PTO Operation For use with Fuller RTLO Transmission 1100 through 2250 Series. The roller style input shaft bearing has twice the dynamic radial load capability of the ball bearing style and is recommended for transmissions that will be equipped with a transmission mounted 6 or 8 bolt PTO.	0
4380370	O	Remote Lube Hose For Release Bearing Mounted under hood LH rail	2

Air & Trailer Equipment

4510330	O	Bendix AD-IS EP Air Dryer with Heater And Coalescing Filter; Extended Purge	0
4520420	O	Pull Cords All Air Tanks	0
4540420	S	Nylon Chassis Hose	0
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
4543440	O	Clear Outside Frame of All Air System Components RH BOC	0
4611930	O	Body Connections 5ft BOC Junction Box contains light and power circuits for Body Connections located 5ft from BOC.	6
4612800	S	Trailer Hand Valve	0
4612900	O	A&E Conn EOF w/7-way Socket (w/Conn EOF Strapped to the rail)	15

Tires & Wheels

5069660	O	FF: BR 20ply 425/65R22.5 M854 Diameter = 44.8 inches; SLR = 20.7 inches	150
5169560	O	RR: BR 16ply 11R24.5 M799 Diameter = 44.0 inches; SLR = 20.5 inches	200
5190008	O	Code-rear Tire Qty 08	0
5220130	O	FF: Alcoa 824627 22.5X12.25 Clean Buff Finish	-2
5320540	O	RR: Alcoa 98U637 24.5X8.25 Clean Buff Finish Aluminum, Ultra ONE wheels with MagnaForce alloy.	-120
5390008	O	Code-rear Rim Qty 08	0
5476625	O	TP: (2) BR 16ply 255/70R22.5 M726 (1) self-steering tag/pusher axle.	204
5482174	O	TP: (2) Alcoa 883677 22.5X8.25 Clean Buff Finish Aluminum, (1) self-steering tag/pusher axles.	90

Fuel Tanks

5554190	O	26in Aluminum 100 Gallon Fuel Tank LH U/C Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	22
5602100	O	Location LH U/C 100 Gallon	0
5652890	O	DEF Tank Mounted LH BOC Models 210, 220 and 320 mounted LH cab fender.	0
5652990	O	Standard DEF To Fuel Ratio 2:1 Or Greater	0
5655019	S	DEF Tank Small	0

5760010	O	RH Tank None Furnished	-86
Battery Box & Bumper			
6010390	O	Omit Standard Battery Box (For use with passenger seat/in-cab battery box codes only)	-45
6040550	S	Aftertreatment RH U/C Alum Non-Slip Cab Entry Step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box will be aerodynamic.	0
6122050	O	Steel Bumper Tapered Painted Two tow pins.	19
6132450	O	Heavy Duty External Tow Eye IPO Standard	42
Cab & Equipment			
6515760	O	Vocational 115 BBC Alum Cab and Metton Hood SFFA Stainless steel crown and grille with tilt assist.	-60
6540440	O	Key All Units Alike Please add your 4 digit key code number in the key code field.	0
6543460	O	KEY P1111	0
6800330	O	Rubber Fender Lips 4.5 inch Wide	6
6911100	S	Peterbilt ST Driver Peterbilt ST air seat, high height backrest, adjustable seat track length, 1 chamber lumbar support, suspension with fixed damping, fore-aft isolator with lockout, Vinyl bellows over suspension. Standand vinyl finish - color coordinate with interior color.	0
6921740	S	Peterbilt ST Non-Adjustable Passenger Seat Standard vinyl, no suspension cover, no seat back recline.	0
6930500	O	Drivers Armrest - RH Only Required in Model 587 with Evolution LX seats. Optional with Evolution ST and Rolltek Seats.	2
6939100	O	Battery Box Under Passenger Seat Only available with Evolution passenger non-adjustable seat or no furnished passenger seat.	-50
6939400	S	Air Ride Driver	0
6939420	S	High Back Driver	0
6939470	S	Vinyl Driver	0
6939520	S	High Back Passenger	0
6939570	S	Vinyl Passenger	0
7001520	O	Adjustable Steering Column - Tilt/Telescope	10
7001620	S	Steering Wheel with Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0
7037130	S	Prestige Interior - Sterling Gray	0
7110680	O	Exterior Cab Entry Grabhandle Textured. Available on Day Cab specifications only.	6
7210540	S	Day Cab Rear Window	0
7210550	S	1-Piece Glass Rear Cab Window Fixed	0
7230060	S	One Piece Curved Windshield	0
7230360	S	Power Door Locks AND Power Window Lifts Standard	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
7514010	O	Peterbilt Aero Rear View Mirror, Motorized	3

Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.

7514020	S	Aero Rear View Mirror Housing - Body Color	0
7514050	S	Look Down Mirror Over Passenger Door with Black Housing	0
7610500	S	Air Horn Mounted Under Cab	0
7725710	O	Standard Speaker Package For Cab (2) Speakers	4
7725715	O	ConcertClass Without CD, Includes BT Phone and Audio, AM/FM, WB, USB and MP3.	10
7740140	O	Cobra 29 CB Radio Mounted Center of Header Without weatherband. Mounted in Center of Header With Sound Tracker & Illuminated Panel. Includes Wiring, Microphone Clip & Speaker. Must Select Antenna(s) Option.	10
7748150	O	(1) Antenna For Factory Installed Or F/O CB Mounted LH cowl; low mount only with antenna cables. Provides clear top of cab.	1
7788026	U	Provision for F/O VHF Radio in Header	3
7788055	S	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilt's proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesn't require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available.. SmartLINQ is standard with MX-13 engines and available on the models 587,579,567,389,367 and 365.	0
7851100	O	Stationary Grille w/o Fepto Extension	4
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0
7852020	O	Cab Air Suspension	15
7900090	O	Triangle Reflector Kit Shipped Loose	13
7900310	O	Fire Extinguisher; Mounted Outboard Driver Seat Hazmat approval UL listed/rated ABC.	8
7901130	O	Backup Alarm (107dB)	3
8011400	O	Main Transmission Oil Temperature Gauge Located in Driver Information Display	0
8011410	O	Drive Axle #1 Front Oil Temperature Gauge 52mm round, backlit. Physical gauges must be order in pairs and are limited to a total of 6.	0
8011420	O	Drive Axle #2 Rear Oil Temperature Gauge 52mm round, backlit. Physical gauges must be order in pairs and are limited to a total of 6.	0
8011470	O	Engine Oil Temperature Gauge 52mm round, backlit. These physical gauges must be ordered in pairs and are limited to a total of 6.	0
8012240	O	Guard(s) For Rear Axle Heat Gauge	2
8021390	S	Air Filter Restriction Pressure Gauge Located in Driver Information Display	0
8071470	O	ABS Off-Road Switch	0
8071890	S	Main Instrument Panel Includes Driver Information Display and Instrument Package With Speedometer, Tachometer, Fuel Level Gauge, Engine Oil Pressure,	0

Engine Coolant Temperature, (2) Air Pressure, DEF Level Gauge.
 With Gas Engines, DEF Level Gauge will be replaced with Brake
 Application Gauge.

8072560	O	(1) Additional Dash Switch With Wiring	0
Extra wire included at the switch. Availability subject to dash space.			
8076010	O	Pusher Axle Pressure 1	0
52mm round and backlit. These physical gauges must be ordered in pairs and are limited to a total of 6.			
8110070	O	Headlights Projector Module Pod	0
Fender mounted turn signals. Projector Module Low Beam, Complex Reflector High Beam. Pod Mounted.			
8120990	S	(5) Marker Lights, Aero LED	0
On roof, visor, or fairing.			
8130160	O	Switch and Wiring for F/O Fog Lights	0
Without bumper cutouts. Interlocked with high beam			
8132210	O	(1) 6in Spotlight, Round Halogen LH	4
8132860	O	(2) Strobe Lights, Roof Mounted	10
One each side cab roof stainless steel bracket mounted.			
8133960	S	Daytime Running Lights	0
(Required on Canadian units)			
8140120	O	Incandescent Stop/Turn/Tail/Backup	0
LH/RH Square End of Frame or Dropped A-brace			
8140650	O	Peterbilt Signature Door Light Turn Signal	0
8140850	O	Moveable EOF Xmbr For Mounting Taillights	10
Square EOF with or without EOF xmbr.			
8153050	O	(1) F/O Load Light, Switch & (2) 10 Ft Wire Coils	3
Under Cab/Sleeper			

Paint

8500710	O	Standard Paint Color Selection	0
8530770	S	(1) Color Axalta Two Stage - Cab/Hood	0
Base Coat/Clear Coat			
N85020 A - L0006EY WHITE - STAND			
N85400 HOOD TOP L0006EY WHITE - STAND			
N85500 CAB ROOF L0006EY WHITE - STAND			
N85200 FRAME N0001EA BLACK			
N85700 BUMPER N0001EA BLACK			
N85300 FENDER L0006EY WHITE - STAND			

Miscellaneous

9409001	O	Day Cab / Prestige Interior (DM)	0
9409800	O	2017 EPA Emissions Engine	0
Warranty Only			
9409960	O	Presentation Created Using Featured Spec	0
For Model			

Total Weight 18503

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
 Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	8/4/2017 11:07:40 AM	Complete	Model Number:	Model 567
Effective Date:	Jul 1, 2017		Quote/DTPO/CO:	Q00710351
Prepared by:	ID: JoeTannler		Version Number:	35.00

PIONEER TRUCKWELD
PIONEER STEEL DOUBLE WALL TRUCK BODY ON
CUSTOMER'S TRUCK CHASSIS
QUOTE #10589

BODY - GENERAL CONSTRUCTION

MODEL: DTSLH01-01-SED-01

DESIGN: PIONEER STEEL DOUBLE WALL

CAPACITY: 11.5 CUBIC YARDS

LENGTH: 15'6" FLOOR

OVERHANG: 6" FROM REAR OF TIRE TO END OF FLOOR

WIDTH: 96" (84" INSIDE)

FLOOR: (1) PIECE ¼" AR 400

SIDES: DOUBLE WALL DESIGN, 12GA OUTSIDE SKIN, 3/16" AR450 INSIDE SKIN. (35" HIGHT)

DOG HOUSE: (2) PIECE RECTANGULAR
3/16" AR450

DASH: 3/16" AR450

TAILGATE: DOUBLE WALL DESIGN, 12 GA OUTSIDE SKIN, ¼" AR450 INSIDE SKIN, 48" TALL, ELECTRIC TO AIR OPERATED DOUBLE ACTING LATCHES SPREADER CHAINS.

CAB GUARD: 10 GAUGE HT 50K YIELD

LONGITUDINALS: 8" WFIB, WITH ½" RUBBER WEAR PAD

SIDE BOARD POCKETS: 3" POCKETS. (1) FRONT AND REAR BOTH SIDES, (1) MIDWAY ON OUTSIDE OF EACH TOP RAIL

BODY TRIM

BODY STEPS: (2) STEP PER SIDE; (1) INSIDE STEP PER SIDE

BODY LINER: NONE

SIDE BOARDS: YES

WASTE LOCKS: NONE

ASPHALT DOORS: NONE

TARP SYSTEM: DONOVAN ELECTRIC ARM w/ 18-OZ ASPHALT TARP

EFFECTIVE DATE: 7/2017

**PIONEER STEEL "SQUARE" TRUCK BODY ON
CUSTOMER'S TRUCK CHASSIS - CONTINUED**

SHOVEL HOLDER: YES
AXE HOLDER: NONE
SPRAY SUPPRESSANTS: YES
MUD FLAPS: FLAPS REAR OF TRUCK TANDEM
ANTI-SAIL BARS AT FRONT AND REAR OF LIFT AXLE

BODY LIGHTS

BODY LIGHTS: LED, RUBBER MOUNTED ON REAR POST
(2) RED TAIL/STOP AND (1) RED/CLEARANCE LIGHT IN EACH
REAR CORNER POST
(1) MARKER LIGHT FRONT AND REAR EACH SIDE

TRUCK CHASSIS WORK

FRAME STRAPS: NONE
BODY PROP: TUBULAR WITH SUPPORT BRACKET ON CHASSIS
HOIST SADDLE: HEAVY DUTY WITH 2" HINGE PINS
REAR HINGE: HEAVY DUTY WITH GREASELESS BUSHINGS
REAR HITCH: PREMIER #2400 AIR HITCH (**SET AT 23" OFF GROUND**
HEAVY DUTY REINFORCED BRACING
AIR, ELECTRICAL, AND HYDRAULIC LINES FOR PONY TRAILER
HINGE PIVOT BRACKET FOR BODY ATTACHMENT

HYDRAULICS AND PLUMBING

HOIST: (1) 6" DIAMETER, HYDRAULIC, 3-STAGE TELESCOPIC (63-140)

**HYDRAULIC
RESERVOIR:** (1) 63 SERIES CUSTOM PIGGY-BACK DESIGN
SIGHT GAUGE, MAGNETIC DRAIN PLUG, AND FILLER CAP
HIGH FLOW RETURN LINE FILTER

P.T.O. & PUMP AIR SHIFT P.T.O.
DIRECT MOUNT HYDRAULIC PUMP

CONTROLS: MODULAR CONSOLE BETWEEN SEATS WITH BACK LIGHTING,
CABLE CONTROL LEVERS.
ELECTRIC TO AIR SWITCHES FOR P.T.O.
ELECTRIC TO AIR FOR TAILGATE AND ALL TRAILER FUNCTIONS

CHASSIS LIGHTS

EFFECTIVE DATE: 7/2017

**PIONEER STEEL "SQUARE" TRUCK BODY ON
CUSTOMER'S TRUCK CHASSIS - CONTINUED**

LIGHTS:

LED TAIL LIGHTS

RUBBER MOUNTED

(2) TAIL LIGHTS IN REAR CROSS MEMBER

(3) ICC ID LAMPS

(1) LICENSE PLATE LIGHT

CHASSIS FINISH

PAINT: STEEL PARTS PRIMED AND PAINTED WHITE W/ BLACK DIAMOND.

OPTIONS:

HYDRAULIC HI-LIFT TAILGATE

SPREADER APRON

TOOL BOX (24" X 24" X 24")

EFFECTIVE DATE: 7/2017



CLASS PAYS

DSU Peterbilt "NOTHING BUT TRUCK FOR 70 YEARS"

August 4, 2017

Ted Mclean
Clatsop County
1100 Olney Ave
Astoria, OR 97103

RE: New 2018 Peterbilt 567 Dump Trucks

Ted,
Please find the attached specs and pricing on your (2) New 2018 Peterbilt 567 Dump Truck per State of Oregon Price Agreement 5559.

2018 Peterbilt 567 per State of Oregon Pricing Agreement #5559
Quote # Q00710351

Chassis Base Price per State of Oregon Price Agreement 5559.....	\$111,985.00
Additional Chassis Options.....	\$13,693.00
Pioneer Truckweld Dump Body Quote # 10589.....	\$42,388.00
Total Sales Price per Unit.....	\$168,066.00
Total Price for Two Units.....	\$336,132.00
Trade-In Value for Chassis' WD454040 and WD454041 (\$42,000 each).....	\$84,000.00
Total Sales Price.....	\$252,132.00

Price is good for calendar year
FOB Astoria, OR

Sincerely,

Joe Tannler
New and Used Truck Sales
DSU Peterbilt and GMC, Inc
jtannler@dsutrucks.com
503-347-0728



5555 North Lagoon, Portland OR 97217



Pioneer Truckweld Inc.

Quotation

Quote DSU PeterBuilt & GMC
 To: 2408 Talley Way
 Kelso, WA 98626
 United States

Quote Number:	10589	Contact:	
Quote Date:	08/04/17	Expires:	09/03/17
Customer:	DSU	Inquiry:	
Salesman:	House	Terms:	Net 30 Days 1.5% Late Fee
Ship Via:	In person delivery	Phone:	
		FAX:	
		Delivery:	TBD

Thank you for the opportunity to submit this quote. All prices and term are valid for 30 days from the date of this quote.

<u>Item</u>	<u>Description</u>	<u>Revision</u>	<u>Quantity</u>	<u>Price</u>
1	DTSST01-01-SED-01		1	\$37,047.0000 /EA
2	HI-LIFT		1	\$3,146.0000 /EA
3	APRON		1	\$1,500.0000 /EA
4	TOOL BOX		1	\$695.0000 /EA
			Total:	\$42,388.00

- Add to 'Contract List'
- Close
- Print (HTML)
- View PDF
- Refresh
- Help Desk

Award Summary
Price Agreement
Automotive Vehicles
 (Prod)



Supplier Address
 DSU Peterbilt & GMC Inc.
 4810 N. Basin
 Portland, Oregon
 97217

Contact Brian Heinrich
Phone 1 (503) 5353025
Fax 1 (503) 535-3095
Email bheinrich@dsutrucks.com

Contract # 5559 Amendment # 1 Revision # 1 Revision Date 06/22/2017
Opportunity # DASPS-2052-14 Contract Start Date 04/06/2015 Expiration Date 03/31/2020 Supplier Number 47000

All dates are mm/dd/yyyy

Maintain

Additional

View Data

- Attachments Exist
- Amendment/Revision Comments Exist
- Secondary Suppliers Do Not Exist
- User Comments Do Not Exist

Contract Administrator DAS Procurement Services 1225 Ferry Street SE Salem, Oregon 97301	Receiving Address See purchase order	Contract Filed At DAS PS
---	--	------------------------------------

Contact Greg F Smith
Phone 1 (503) 378-5789
Fax
Email greg.f.smith@oregon.gov

Header Comments

This Amendment Reinstates the Price Agreement, Updates contract term language, Extends term.

Delivery Requirements See Price Agreement			
Payment Terms Net 30			
FOB FOB Destination			
Item #	Quantity / Unit	Description	Unit Cost
1	1 EACH	Commodity No. 055-06 Trucks, Suv Police	\$0
Mandatory or Convenience Mandatory		Current Amendment Value \$0.00	
Minimum Order See Price Agreement		Previous Contract Value \$75,000,000.00	
Return Policy See Price Agreement		Current Amended Value	
Warranty See Price Agreement			
Best Value Analysis			
Freight / Surcharge			

Renewal Option	\$75,000,000.00
-----------------------	-----------------

CONTROL NUMBER: 1921777

Master File: ORPIN-75577-14

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

August 23, 2017

Issue/Agenda Title: Purchase of Tractor Mower

Category: Business Agenda

Prepared By: Ted McLean, Assistant Public Works Director

Presented By: Michael Summers, Public Works Director

Issue before the Commission: Approve the purchase of 2017 Kubota Tractor with Tiger Mower Attachment

Informational Summary: The Public Works Department has budgeted a total of \$450,000.00 for the purchase of equipment. This purchase was budgeted at \$150,000.00

This new Tractor will take the place of #253 Case with 6173 hrs.. It is used to maintain the vegetation in county right of ways all year around. The Case tractor is wearing out and maintenance costs are exceeding its value.

We did price comparison between:

Brims Equipment New Holland Tractor/Maverick	\$169,769.00
Pape Equipment John Deere/Diamond	\$149,570.00
Pape Equipment used John Deere:	\$140,964.00
Jennings Equipment Kubota Tractor/Tiger Mower:	\$130,460.28

After a careful consideration of all these machines we found that the Kubota offered the best visibility for the operator and the Tiger Mower offered the boom configuration that we prefer.

New Kubota Tractor:	\$67,228.47
Tiger Mower Attachment:	\$58,953.81
Freight and Prep:	\$4278.00
Trade in Value of Case Tractor:	- (\$19500.00)
Total Cost:	<u>\$110,960.28</u>

Fiscal Impact: This purchase was budgeted in the Roads Equipment Replacement Fund.

Options to Consider:

1. Approve the Purchase of the 2017 Kubota Tractor with the Tiger Mowing attachment
2. Look for other options
3. Keep fleet as is

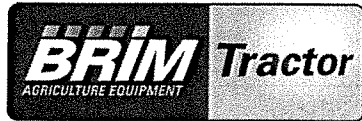
Staff Recommendation: Option #1

Recommended Motion: *“I move to approve the purchase of the 2017 Kubota tractor from Jennings Equipment Company and the Tiger mowing attachment from Case Power & Equipment and declare surplus the #253 Case Tractor Mower”*

Attachment List:

- A. Tractor Specifications and sales quotes
- B. Washington State Contract
- C. Pictures





EQUIPMENT QUOTE

NH Tractor & Diamond Boom Mower



Lynden, Mt. Vernon, Sumner, Chehalis, Salem & Eugene

BRIM Tractor Company, 4720 Ridge Dr. N.E., Salem, OR 97301 (503)364-2241

Acct#

Clatsop County Public Works
1100 Olney Avenue,
Astoria, OR 97013

23-Jan-2017

Prepared by Larry Crooker - Cell #425-750-3618

Contact: Ted McLean - Phone# 503-325-8631 - Cell# 503-791-2907 - email: tmclean@co.clatsop.or.us

MAKE	MODEL	DESCRIPTION	New Holland List	NJPA Discount	Sale Amount
New Holland	T6.145	4 Cylinder Turbo 115HP, 95PTO HP Tractor, 4X4	\$ 121,656.00	\$ (36,496.80)	\$ 85,159.20
		CVT Auto Command Transmission			
	390409	Class 3 hydraulic Differential Lock Front Axle	no charge		
	391284	Deluxe Air suspension seat with adjustable headrest	no charge		
	743686	3 Electro-hydraulic Rear Remotes	no charge		
	390444	Tow Hook Only	no charge		
	391223	Heavy-duty Rear Flange Axle	no charge		
	758404	Fuel Tank W/ Guard	no charge		
	886501	400/80R28 Alliance Front Wheel & Tires	\$ 3,393.00	\$ (1,017.90)	\$ 2,375.10
	8919401	480/80R38 Alliance Rear Wheels & Tires	\$ 6,381.00	\$ (1,914.30)	\$ 4,466.70
	758489	Rotary Beacon, Lefthand Side	\$ 381.00	\$ (114.30)	\$ 266.70
	758154	RH Window Bar Display with harness	\$ 254.00	\$ (76.20)	\$ 177.80
	719161024	Reverse Alarm	\$ 197.00		\$ 197.00
	84399209	AM/FM Radio	\$ 287.96		\$ 287.96
	84253192	New Holland Auxiliary Joystick	\$ 626.54		\$ 626.54
	84270381	Bracket	\$ 91.30		\$ 91.30
	84172426	Cover	\$ 22.60		\$ 22.60
		Install NH Joystick in Auxiliary to enable rear remotes	\$ 900.00		\$ 900.00
		Bio Tire Balast Installation	\$ 950.00		\$ 950.00
		Factory Freight to Alamo Industrial, Sequin, TX	\$ 471.00		\$ 471.00
		Delivery to Clatsop County Public Works in Astoria, OR	\$ 600.00		\$ 600.00
		Tractor Total	\$ 135,611.40	\$ (39,619.50)	\$ 95,991.90
			Alamo List	NJPA Discount	Sale Amount
Alamo	4802410	24' Maverick W/telescoping boom - Tier IV Tractor Model	\$ 56,674.00	\$ (8,501.10)	\$ 48,172.90
	2981782	60" Rotary w/tr hyd door, Blade bar & Head Swivel	\$ 18,512.00	\$ (2,776.80)	\$ 15,735.20
		Factory Freight - Tractor & Mower from Alamo to Salem, OR	\$ 3,760.00		\$ 3,760.00
		Factory Mower Installation	\$ 6,305.00	\$ (945.75)	\$ 5,359.25
		Custom Install Alamo controls into RH Console	\$ 750.00		\$ 750.00
		Mower Totals	\$ 86,001.00	\$ (12,223.65)	\$ 73,777.35
Trade In					
		NONE			

Warranty

1 Year full on Mower

3 Year Full on Tractor

SUBTOTAL	\$ 169,769.25
0% SALES TAX	none
TOTAL	\$ 169,769.25

Warranty coverage does not include travel time or hauling charges

DOWN PAYMENT	
CONTRACT FEE	
BALANCE DUE	\$ 169,769.25

- Cash
- Check
- Bank Card
- NH Plan

MONTHS	
INTEREST	
PAYMENT	

- Sale
- Transfer
- Demo
- Rental
- Consignment

Special Instructions:	Quote expiration date is 23 March 2017.
	Clatsop County, WA NJPA # 98089 to be shown on PO to Brim Tractor, Sales Order & Invoice to Clatsop County
	New Holland NJPA # 021815-CNH to be shown on PO to Brim Tractor, Sales Order & Invoice to Clatsop County
	Alamo NJPA # 070313-AGI to be shown on PO to Brim Tractor, Sales Order & Invoice to Clatsop County
	Quote Price is FOB Clatsop County Public Works Astoria, OR shop location - 1100 Olney Avenue, Astoria, Oregon 97103
	Custom install of Alamo Joystick on side console will disable all rear remotes.
	In order to provide function back to rear remotes, NH additional joystick option needs to be chosen and
	New Holland tractor software changed to operate.
	Delivery includes Maintenance, Safety and Operational Training.

- Brim to Haul
- Customer to Haul

Customer Warrants that Trade In Equipment or Consigned Equipment is Traded or Consigned with no Liens or Encumbrances

Initial Here

Purchaser's Signature: _____

Date: _____



MACHINERY

1 New John Deere 6120M Tractor W/ Diamond Mower

Serial Number: **Current Hours: 0**

- **4WD**
- **POWERQUAD 24F/24R TRANSMISSION**
- **STANDARD CAB**
- **RADIO PACKAGE**
- **HEAVY DUTY HYD PUMP**
- **STANDARD LIGHT PACKAGE**
- **23' REAR CRADLE BOOM**
- **60" ROTARY HEAD**
- **4 FUNCTION JOYSTICK CONTROL**

Total Sale Price:

\$149,570.00

OPTIONAL EQUIPMENT

- **HYDRAULIC TRAP DOOR : ADD \$958**
- **5 FUNCTION JOYSTICK CONTROL : ADD \$2167**
- **PUMP & GRILL GUARD : ADD \$625**
- **6 YEAR / 3,500 HOUR COMPREHENSIVE WARRANTY : ADD \$6791**

Josh Stolpe
Pape' Machinery
3793 Baseline St
Cornelius, Or. 97123
Cell 503-572-1057
jstolpe@papemachinery.com





Used Machine

1 Rental Return John Deere 6125M Tractor W/ Diamond Mower

Serial Number: **Current Hours: 900**

- **4WD**
- **POWERQUAD 24F/24R TRANSMISSION**
- **STANDARD CAB**
- **RADIO PACKAGE**
- **HEAVY DUTY HYD PUMP**
- **STANDARD LIGHT PACKAGE**
- **23' REAR CRADLE BOOM**
- **60" ROTARY HEAD**
- **4 FUNCTION JOYSTICK CONTROL**

Total Sale Price:

\$140,964.00


OPTIONAL EQUIPMENT

- **HYDRAULIC TRAP DOOR : ADD \$958**
- **5 FUNCTION JOYSTICK CONTROL : ADD \$2167**
- **PUMP & GRILL GUARD : ADD \$625**

Josh Stolpe
Pape' Machinery
3793 Baseline St
Cornelius, Or. 97123
Cell 503-572-1057
jstolpe@papemachinery.com



Pricing and Ordering Information
Effective: May 1, 2017
Updated Catalog Dates for Pacific Golf and Turf.

Contract number:	10212	Commodity code:	2410, 3720, 3750
Contract title:	LAWN AND GROUNDS MAINTENANCE EQUIPMENT		
Award date:	April 10, 2013		
Contract term:	Not to exceed six (6) years		
Contract type:	This contract is designated as mandatory use.		
<u>SCOPE OF CONTRACT</u>	This contract is awarded to multiple contractor(s).		
For use by:	General use: All WA State Agencies, Political Subdivisions of Washington and Oregon State, Qualified Non-profit Corporations, Materials Management Center, Participating Institutions of Higher Education (College and Universities, Community and Technical Colleges).		
Contractors:	See attached pages 2 - 40		
Pricing:	 10212-Price Matrix 5-01-2017.xlsx		
Freight Charges	Freight Charges will be prepaid by the vendor and added to the invoice as a separate line item. Vendors must supply a copy of the freight charges with the delivery to validate the freight charges to the customer.		

This page contains key contract features. Find detailed information on succeeding pages. For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office, or you may contact our office at the link listed below.

Visit our Internet site: <http://www.des.wa.gov/Purchase/index.html>

Pricing and Ordering Information

Contract No. 10212

Page 22

Contractor: **Jennings Equipment Company**
1030 River Road
Puyallup WA 98371

Contact: Brady Jennings Phone: 253.845.8801

Federal ID: 91-1357559

Supplier #: W2350

Ordering Procedures: Contact Brady Jennings at Jennings Eq. Company @ 253.845.8801 email sales@jenningsequipment.com

Payment/Invoice Address:

Jennings Equipment Company
1030 River Road
Puyallup WA 98371

Billing and Accounting Contact: Contact Brady Jennings at Jennings Eq. Company @ 253.845.8801 email sales@jenningsequipment.com

Credit Card Acceptance: Yes

Prompt Payment Discount: NO

Volume Discount: NO

Delivery Time: Refer to Price Sheets Attachment "B"

Payment Terms: Net 30

Pricing and Ordering Information

Contract No. 10212

Page 16

Contractor: Tiger Corporation
3301 North Louise Avenue
Sioux Falls, SD 57107

Contact: Dave Burkhart **Phone:** 605-261-8133
Email: dburkhart@tigermowers.com

Federal ID: 88-0329653 **Supplier #:** W8706

Contract Worth: \$10,000,000/2 year term - estimated aggregate

Ordering Procedures: All orders, purchase orders and payments will be sent to:

	Case Power & Equipment Attention: Laurie Kleindl 2702 W. Valley Highway N. Auburn, WA 98001 Office: 253-735-2702 Fax: 253-735-3664	Rowand Machinery Attention: Virgil Green 6210 W. Rowand Rd. Spokane, WA 99224 Office: 509-838-5252 Fax: 509-747-2949
Service Areas: Chelan, Kittitas, Yakima, Klickitat, Skamania, Clark, Cowlitz, Wahkiakum, Douglas	Service Areas: Whatcom, Skagit, Snohomish, Pierce, Lewis, Pacific, Thurston, Mason, Gray Harbor, Jefferson, Clallam, Island, San Juan, Kitsap	Service Areas: Benton, Grant, Okanogan, Ferry, Lincoln, Steven, Pend, Oreille, Spokane, Adams, Whitman, Walla Walla, Columbia, Asotin, Garfield, Franklin

Payment Address: See above

Credit Card Acceptance: Not Available

Delivery Time: Refer to Price Sheets Attachment "B" **Payment Terms:** Net 30 days

Trade-ins: Not Available

Authorized Dealers: Case Power & Equipment and Rowand Machinery

-----END-----