



# CLATSOP COUNTY

## BOARD OF COMMISSIONERS

### **\* AMENDED AGENDA \***

**WORK SESSION & REGULAR MEETING  
JUDGE GUY BOYINGTON BUILDING  
857 COMMERCIAL ST., ASTORIA**

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**Wednesday, September 13, 2023**

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#### **BOARD OF COMMISSIONERS:**

**Mark Kujala, Dist. 1 – Chair  
Courtney Bangs, Dist. 4 – Vice Chair  
John Toyooka, Dist. 2  
Pamela Wev, Dist. 3  
Lianne Thompson, Dist. 5**

[commissioners@clatsopcounty.gov](mailto:commissioners@clatsopcounty.gov)

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[www.clatsopcounty.gov](http://www.clatsopcounty.gov)

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**Join the meeting from your computer, tablet or smartphone ([Zoom link](#))**

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**You can also dial in using your phone.**

1-253-215-8782

**Webinar ID: 831 0095 9976**

**Passcode: 552748**

#### **Public Testimony**

You must register in advance if you want to provide testimony virtually on public hearings or speak at the designated time. There are three ways to do this: On our website at [public comment](#), emailing [commissioners@clatsopcounty.gov](mailto:commissioners@clatsopcounty.gov) or by calling 503-325-1000. Once registered, we will notify you when it is your opportunity to speak for a two-minute comment. You also may submit written comments which will be provided to the Board and submitted into the record.

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#### **EXECUTIVE SESSION: 5:00 PM**

ORS 192.660(2)(e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

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#### **REGULAR MEETING: 6:00 PM**

*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.*

#### **FLAG SALUTE**

#### **ROLL CALL**

#### **AGENDA APPROVAL**

#### **PROCLAMATION**

1. National Hispanic Heritage Proclamation {Page 4}

**BUSINESS FROM THE PUBLIC** – *Individuals wishing to provide oral communication at the designated time must register in advance by calling 503-325-1000 or email [commissioners@co.clatsop.or.us](mailto:commissioners@co.clatsop.or.us) by 3 p.m. on the day of the meeting.*

#### **CONSENT CALENDAR**

- [2.](#) Board of Commissioners Minutes 8-9-23 {Page 8}
- [3.](#) Board of Commissioners Minutes 7-26-23 {Page 12}
- [4.](#) Board of Commissioners Minutes 8-23-23 {Page 16}
- [5.](#) CJC Specialty Court Grant – Mental Health Court {Page 20}
- [6.](#) CJC Specialty Court Grant – Adult Drug Court {Page 40}
- [7.](#) IGA #180004 Amendment #1 with Oregon Health Authority (OHA) for the Biennium July 1, 2023 through June 30, 2024 {Page 60}
- [8.](#) Purchase Replacement Tractor for Parks Department {Page 68}
- [9.](#) Purchase of a Ford F350 pickup {Page 73}
- [10.](#) Select Area Fisheries Enhancement (SAFE) Enhancement Project Number 199306000 Intergovernmental Contract No. 92985 {Page 80}
- [11.](#) Concrete Flooring Restoration - Contract {Page 104}
- [12.](#) Approve the 2023-24 Budget and Appropriation Adjustments {Page 115}
- [13.](#) Designate Administrator for Ambulance Service Area (Clatsop County Code Chapter 5.04) {Page 118}
- [14.](#) Contract to provide CCA meals for Project Turnkey {Page 127}

*\*14a. Installation of Sprinkler System for the Columbia Inn - Contract*

## **COMMISSIONER'S LIAISON REPORTS**

## **COUNTY MANAGER'S REPORT**

## **BUSINESS AGENDA**

- [15.](#) Funding Agreement with Port of Astoria for Airport Industrial Park {Page 132}
- [16.](#) ARPA Funding Agreement with City of Warrenton to Enhance Infrastructure to Facilitate Housing {Page 143}

## **GOOD OF THE ORDER**

## **ADJOURNMENT**

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As necessary Executive Session will be held in accordance with but not limited to: ORS 192.660 (2)(d) Labor Negotiations; ORS 192.660 (2)(e) Property Transactions; ORS 192.660 (2)(f) Records exempt from public inspection; ORS 192.660 (2)(h) Legal Counsel

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Agenda packets also available online at [www.clatsopcounty.gov](http://www.clatsopcounty.gov)

**This meeting is accessible to persons with disabilities or wish to attend but do not have computer access or cell phone access. Please call 325-1000 if you require special accommodations at least 48 hours prior to the meeting in order to participate.**



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

September 13, 2023

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**Agenda Title:** National Hispanic Heritage Proclamation  
**Category:** Proclamation  
**Presented By:** Adriana Sofia Guerrero, Consejo Hispano

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**Issue Before the Commission:** Proclaiming September 15, 2023 through October 15, 2023 as National Hispanic Heritage Month

**Informational Summary:** September 15<sup>th</sup> to October 15<sup>th</sup> is celebrated nationwide as National Hispanic Heritage Month. It traditionally honors the cultures and contributions of Hispanic and Latino Americans as we celebrate heritage rooted in all Latin American countries. During this month and throughout the year, the community is invited to recognize and celebrate the history, heritage, and accomplishments of Hispanic and Latino Americans of past and present.

**Fiscal Impact:** None.

### **Requested Action:**

Approve Resolution and Order proclaiming September 15, 2023 through October 15, 2023 as National Hispanic Heritage Month and authorize the Chair to read, then sign the proclamation.

### **Attachment List**

A. Resolution and Order



**THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON**

**IN THE MATTER OF PROCLAIMING )  
THE PERIOD FROM SEPTEMBER 15, )  
2023 THROUGH OCTOBER 15, 2023 ) RESOLUTION AND ORDER  
TO BE NATIONAL HISPANIC )  
HERITAGE MONTH )**

**WHEREAS**, National Hispanic Heritage Week was first proclaimed by President Johnson in 1968 and extended to National Hispanic Heritage Month by President H.W. Bush in 1989; and

**WHEREAS**, the United States is founded on the contributions of a diverse people; and

**WHEREAS**, National Hispanic Heritage Month is a time to recognize the contributions of Hispanic and Latino Americans to our nation and local communities; and

**WHEREAS**, nearly 9% of the more than 40,000 residents of Clatsop County are Hispanic; and,

**WHEREAS**, the rich heritage of Clatsop County's Hispanic and Latino community is to be celebrated.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Clatsop County Board of Commissioners does hereby proclaim September 15, 2023 through October 15, 2023 as

**NATIONAL HISPANIC HERITAGE MONTH**

in Clatsop County and encourages all community members to join in this observance and celebration, honoring the history and contributions of people of Hispanic and Latino descent.

DATED this 13th day of September, 2023.

**BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON**

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Board Chair

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

September 13, 2023

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**Título de la Orden del Día:** Proclamación Nacional de la Herencia Hispana  
**Categoría:** Proclamación  
**Presentado Por:** Adriana Sofia Guerrero, Consejo Hispano

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**Asunto Sometido a la Comisión:** Proclamar del 15 de septiembre de 2023 al 15 de octubre de 2023 como el Mes Nacional de la Herencia Hispana

**Resumen Informativo:** Del 15 de septiembre al 15 de octubre se celebra en todo el país como el Mes Nacional de la Herencia Hispana. Tradicionalmente honra las culturas y contribuciones de hispanos y latinoamericanos mientras celebramos la herencia arraigada en todos los países de América Latina. Durante este mes y durante todo el año, se invita a la comunidad a reconocer y celebrar la historia, la herencia y los logros de los hispanos y latinoamericanos del pasado y del presente.

**Impacto Fiscal:** Ninguno.

### Acción Solicitada:

Aprobar la Resolución y Orden que proclama el 15 de septiembre de 2023 hasta el 15 de octubre de 2023 como el Mes Nacional de la Herencia Hispana y autorizar al presidente a leer, luego firmar la proclamación.

### Lista de Datos Adjuntos

A. Resolución y Orden

**LA JUNTA DE COMISIONADOS DEL CONDADO  
PARA EL CONDADO DE CLATSOP, OREGÓN**

**EN MATERIA DE PROCLAMAR EL )  
PERÍODO ENTRE EL 15 DE )  
SEPTIEMBRE DE 2023 HASTA EL 15 ) RESOLUCIÓN Y ORDEN  
DE OCTUBRE DE 2023 SER MES )  
NACIONAL DE LA HERENCIA )  
HISPANA )**

**CONSIDERANDO QUE**, la Semana Nacional de la Herencia Hispana fue proclamada por primera vez por el presidente Johnson en 1968 y extendida al Mes Nacional de la Herencia Hispana por el presidente H.W. Bush en 1989; y

**CONSIDERANDO QUE**, los Estados Unidos se basa en las contribuciones de un gente diversa; y

**CONSIDERANDO QUE**, el Mes Nacional de la Herencia Hispana es un momento para reconocer las contribuciones de los hispanos y latinoamericanos a nuestra nación y comunidades locales; y

**CONSIDERANDO QUE**, casi 9% de los más de 40,000 residentes del condado de Clatsop son hispanos; y

**CONSIDERANDO QUE**, la rica herencia de la comunidad hispana y latina del Condado de Clatsop debe ser celebrada.

**AHORA, POR LO TANTO, SE RESUELVE** que la Junta de Comisionados del Condado de Clatsop proclama por la presente del 15 de septiembre de 2023 al 15 de octubre de 2023 como

**MES NACIONAL DE LA HERENCIA HISPANA**

en el Condado de Clatsop y alienta a todos los miembros de la comunidad a unirse a esta observancia y celebración, honrando la historia y las contribuciones de las personas de ascendencia hispana y latina.

FECHADO este día 13 de septiembre de 2023

JUNTA DE COMISIONADOS DEL  
CONDADO PARA EL CONDADO DE  
CLATSOP, OREGÓN

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Presidente de la Junta

**Clatsop County  
Board of Commissioners  
Minutes  
Wednesday, August 09, 2023**

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**REGULAR MEETING: 6:00 PM**

**FLAG SALUTE**

The Pledge of Allegiance was recited.

**ROLL CALL**

**PRESENT**

Commissioner Pam Wev  
Vice Chair Courtney Bangs  
Chair Mark Kujala

**EXCUSED**

Commissioner Lianne Thompson  
Commissioner John Toyooka

**AGENDA APPROVAL**

*Motion made by Vice Chair Bangs, Seconded by Commissioner Wev.  
Voting Yea: Commissioner Wev, Vice Chair Bangs, Chair Kujala*

**BUSINESS FROM THE PUBLIC**

Mary Eng, P. O. Box 12, Astoria. Ms. Eng regrets that there are not enough female officers with the Astoria Police Department to get all sexual assaults reported. This is problematic with homelessness as victims of abuse often have to interact with their abusers if they are attempting to receive resources or trying to stay safe throughout the night. She hopes that the community can focus their outreach on very specific trauma informed care. Some people may have lost trust with law enforcement or they fear severe retaliation. She suggests that victims of that type of abuse be offered some type of legal support. She regrets that there are not victims advocates on call for any type of domestic violence. Ms. Eng said that Clatsop Community Action (CCA) does not believe that she was abused by a man who's program is promoted by CCA. If victims feel they are not believed, they do not report.

**CONSENT CALENDAR**

*Motion made by Vice Chair Bangs, Seconded by Commissioner Wev.  
Voting Yea: Commissioner Wev, Vice Chair Bangs, Chair Kujala*

1. IGA OYA Basic and Diversion {Page 3}
2. IGA OYA Individualized Services {Page 39}
3. Approval of Contract with Ryder Election Services LLC for printing of election ballots {Page 67}

4. Board of Commissioners Minutes 6-14-23 {Page 71}
5. Board of Commissioners Minutes 6-28-23 {Page 81}
6. Board of Commissioners Minutes 7-12-23 {Page 88}
7. Lease Agreement with Joseph Harwager {Page 91}
8. Approval of Intergovernmental Agreement with Oregon Department of Justice, Clatsop County, and District Attorney's Office {Page 97}

## **COMMISSIONER'S LIAISON REPORTS**

Commissioner Wev had no reports.

Vice-Chair Bangs attended the Clatsop County Fair. She requests that staff send a thank you to the job corps students who volunteered along with their chaperones. She said the new staff and new fair board did a great job. She attempted to attend the Northwest Senior & Disabilities Services meeting but sat in traffic and never made it.

Chair Kujala suggested that community input might be helpful and see what people might like to see at the fair and how it can be improved to make it better.

Commissioner Wev said there was negativity on Facebook about not having a carnival. She thought the fair was spectacular.

Chair Kujala attended the Northwest Oregon Housing Authority (NOHA) meeting and Chair Nina Reed will be stepping down as Chair and David Oser who represents Clatsop County will be the new Chair of NOHA.

## **COUNTY MANAGER'S REPORT**

County Manager Bohn reported he met with the state regarding the building issues on Marine Drive. They still intend to stay in Astoria and will have a bigger presence in Seaside. County Manager Bohn wants to integrate them with the county and the non-profits and they are very eager to do so.

## **BUSINESS AGENDA**

9. Knappa School District – ARPA Contribution for Water and Fire Suppression Infrastructure {Page 140}

County Manager Bohn said this was discussed at the July 24<sup>th</sup> work session which is a request from the Knappa School District to augment a very large project. This will help them do some additional improvements.

*Motion: "Motion to approve the ARPA Funding agreement between Knappa School District and Clatsop County in the amount of \$150,000."*

*Motion made by Vice Chair Bangs, Seconded by Commissioner Wev.*

*Voting Yea: Commissioner Wev, Vice Chair Bangs, Chair Kujala*

- 9a. Relinquish Reversionary interest on property located at 1596 Exchange Street, Astoria, OR 97103

County Counsel Pope said this is a housekeeping action to clear the title for escrow. Northwest Oregon Housing Authority (NOHA) is requesting the county relinquish the reversionary interest since the Clatsop County Housing Authority was dissolved.

County Manager Bohn said this is required in order for the project to move forward. He sees no risk to the county.

*Motion: "To approve the relinquishment if the Count's revisionary clause on the deed for the property located at 1596 Exchange Street, Astoria, OR 97103."*

*Motion made by Vice Chair Bangs, Seconded by Commissioner Wev.*

*Voting Yea: Commissioner Wev, Vice Chair Bangs, Chair Kujala*

## **PUBLIC HEARINGS**

### **10. Ordinance 23-11 Exclusive Farm Use Zone Amendment {Page 146}**

Chair Kujala asked County Counsel for the first reading by title only. County Counsel Pope read, "An Ordinance amending the Clatsop County Land and Water Development and Use Code to allow alteration, restoration, or replacement of a lawfully established dwelling under a Type I procedure in the Exclusive Farm Use Zone."

Senior Planner Ian Sisson explained the purpose of the amendment would be to make the application less expensive and the process easier and quicker while still holding the same development standards for this provision in the code. Staff held a public hearing on the amendment with the Planning Commission and they recommend that the Board approve the amendment as proposed.

Chair Kujala called for public comment. Seeing none, he closed the public hearing.

*Motion: "Continue the matter to August 24, 2023 meeting."*

*Motion made by Vice Chair Bangs, Seconded by Commissioner Wev.*

*Voting Yea: Commissioner Wev, Vice Chair Bangs, Chair Kujala*

### **11. Ordinance 23-12: Geologic Hazards Overlay Amendment {Page 153}**

Chair Kujala asked County Counsel for the first reading by title only. County Counsel Pope read, "An Ordinance amending the Clatsop County Land and Water Development and Use Code to provide exemptions to the Geologic Hazard Permit requirement for certain activities in the Geologic Hazards Overlay District."

Senior Planner Ian Sisson said the Planning Commission approved the amendment with a vote of 5-2 with some changes. Planner Sisson gave the Board the recommended changes from the Planning Commission. The reason for the changes is that the county currently requires a grading permit and the Commission wanted the numbers to be consistent to simplify things for customers and staff. Public Works staff are in support of the changes. Another

significant change was to strike the language “provided the work does not extend outside the existing right-of-way boundary” as this would trigger a geotechnical report and geologic hazard requirements. This would exempt any maintenance and repair of public and private roads, streets, parking lots, driveways, culverts, and utility lines.

Vice-Chair Bangs supports the recommendations.

Commissioner Wev said she is comfortable as long as the Public Works Director is comfortable.

Chair Kujala called for public comment. Seeing none, he closed the public hearing.

*Motion: “Continue the matter to August 23, 2023 meeting.”*

*Motion made by Vice Chair Bangs, Seconded by Commissioner Wev.*

*Voting Yea: Commissioner Wev, Vice Chair Bangs, Chair Kujala*

## **GOOD OF THE ORDER**

## **ADJOURNMENT**

There being no further business, the meeting was adjourned at 6:30 pm.

Approved by,

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Mark Kujala, Chair

**Clatsop County  
Board of Commissioners  
Minutes  
Wednesday, July 26, 2023**

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**REGULAR MEETING: 6:00 PM**

**FLAG SALUTE**

The Pledge of Allegiance was recited.

**ROLL CALL**

**PRESENT**

Commissioner Lianne Thompson  
Commissioner Pam Wev  
Vice Chair Courtney Bangs

**EXCUSED**

Commissioner John Toyooka  
Chair Mark Kujala

**AGENDA APPROVAL**

*Motion made by Commissioner Thompson, Seconded by Commissioner Wev to approve the agenda as presented.*

*Voting Yea: Commissioner Thompson, Commissioner Wev, Vice Chair Bangs*

**PROCLAMATION**

1. United States Coast Guard Month Proclamation {Page 18}

Captain Jackson, USCCG Commanding Officer, spoke about how welcoming the community was to Coast Guard families and gave a brief overview of the work done by the Coast Guard.

*Motion made by Commissioner Wev, Seconded by Commissioner Thompson.*

*Voting Yea: Commissioner Thompson, Commissioner Wev, Vice Chair Bangs*

Vice Chair Bangs read the proclamation.

**BUSINESS FROM THE PUBLIC**

Meredith Wadlington, 2746 SE 47<sup>th</sup> Ave, Portland, Policy Coordinator, Unite Oregon, said Unite Oregon was a statewide non-profit led by black, indigenous, people of color, migrants, and refugees in rural communities and people experiencing poverty. The organization partnered with Health Justice Recovery Network to ensure that Measure 110 is implemented in the way voters intended. She noted that new data has shown a



1 dramatic increase in the number of people receiving addiction services funded by  
2 Measure 110. Tens of millions of dollars are going to direct services instead of the  
3 expensive and ineffective criminal justice system. Lives are being saved and families  
4 are becoming more stable. House Bill 2513, the Hope and Recovery Act, was passed in  
5 June. The new law increased the State's commitment to increase the availability of free  
6 local services for people struggling with substance abuse through increased oversight  
7 and accountability, more timely funding, and the reimplementation of public health  
8 approaches to addiction services and treatments, making Measure 110 more  
9 transparent and accountable. The Oregon Health Authority's 2<sup>nd</sup> Quarter Report showed  
10 that the number of people seeking substance use treatment through Measure 110  
11 increased by 44 percent, people in recovery who were provided housing services  
12 increased by 125 percent, and employment services increased by 136 percent. The  
13 State's tools get to the root cause of addiction and ends the revolving jail door that  
14 keeps people trapped in addiction.

## 16 **CONSENT CALENDAR**

17 *Motion made by Commissioner Thompson, Seconded by Commissioner Wev to*  
18 *approve the Consent Calendar.*

19 *Voting Yea: Commissioner Thompson, Commissioner Wev, Vice Chair Bangs*

- 21 2. Contract for cleaning pipes, tanks and vaults at the Westport Sewer Treatment  
22 Plant {Page 21}
- 23 3. Contract with CBH for drug counseling services in the jail {Page 29}
- 24 4. IGA with City of Gearhart for the Sheriff's Office to provide augmented law  
25 enforcement services {Page 33}
- 26 5. Inland Electric, Inc. On-Call Contract {Page 46}

## 28 **COMMISSIONER'S LIAISON REPORTS**

29 Commissioner Wev reported that the Association of Oregon Counties (AOC) Legislative  
30 Summary had been published and she recommended the Commissioners read through  
31 it. She also reported receiving several comments about the Department of Human  
32 Services (DHS) building in Astoria, which has air quality issues that resulted in the  
33 building being evacuated. The building is privately owned, but she believed the State  
34 did not handle the situation well. The department's workforce services are currently  
35 being housed in trailers in front of the building, but some of their services are not  
36 available until they can be relocated. She hoped to get more communication out about  
37 where people can go for services. She reported on Oregon Employment Department's  
38 (OED's) monthly employment reports, noting that unemployment continued to fall and  
39 about 20 jobs were created in Clatsop County in the past month. Additionally, Northwest  
40 Oregon Works has received a grant-funded program that will include employers from  
41 each county who will focus on future employment needs. The Oregon Coast Visitors  
42 Association was working to create better access to the beach and trails for people with

1 disabilities and promoting working vacations in the county. The trails had become  
2 dangerous after adverse winter weather and Coast Guard rescues on trails had  
3 increased.

4 Commissioner Thompson reported that she believed some of the trail rescues were due  
5 to human behavior, so more education was needed. She also reported that Senator  
6 Weber funded a study of Highway 6 with monies from another jurisdiction's  
7 Transportation Improvement Plan update. While the Oregon Department of  
8 Transportation (ODOT) wanted to do good work, it was underfunded. The Area  
9 Commission on Transportation (ACT) would be working on ensuring ODOT had  
10 adequate funds for operations, maintenance, engineering, education, and enforcement.

11 Sherriff Philips confirmed for Commissioner Thompson that the State Police presence in  
12 Clatsop County was down by several road patrol positions. He believed they were at  
13 about half-staff.

14 Commissioner Thompson said half of the enforcement on highways was daunting  
15 because some people do things that put themselves and others at risk. She hoped the  
16 County could have a traffic safety committee. She reported that North West ACT was  
17 talking about how to support the transit district and that Columbia Pacific Economic  
18 Development (COL-PAC) had a new executive director. The region needs more  
19 sustainable economic development as a result of the Habitat Conservation Plan and the  
20 Federal Emergency Management Administration (FEMA) Buy-Out and transportation  
21 was an integral part of that. She announced that John Audley was trying to get the  
22 County an accessory dwelling unit (ADU). The legislature authorized up to \$140,000 for  
23 an ADU on property owned by a medium-income homeowner to be made available to a  
24 previously homeless person or a person about to become homeless. She also stated  
25 that she hoped for more childcare so that the ODOT staffer could remain in town.

26 Vice Chair Bangs reported that she turned down an offer to chair the board of the North  
27 West Senior and Disability Services because the board deserves a chair who could  
28 serve in person. She would remain vice chair of the board. She also reported on her  
29 daughter's participation in the Miss Oregon competition, which she found inspiring. She  
30 received an email from Pac West stating that over 400 mental health bills went through  
31 the legislature in the previous session, many of which were not applicable to the  
32 County. Her goal was to get funding to deal with the drug and alcohol crisis. She would  
33 continue to work on childcare as well. Next week, the Childcare Strategic Taskforce  
34 would develop its grant plan, which would focus on continual micro-grants for the  
35 upcoming session. After the American Recovery Plan Act (ARPA) childcare funds are  
36 exhausted, she would focus on the County because the County needed to begin  
37 donating to the cause on a regular basis and lead by example.

38 Commissioner Thompson noted that she wanted the County to ask housing developers  
39 if there was room for childcare facilities in their developments.

40 Commissioner Wev added that it was extremely difficult for developers to include  
41 childcare facilities in housing developments due to tax credit issues.

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## GOOD OF THE ORDER

## ADJOURNMENT

Approved by,

Mark Kujala, Chair

**Clatsop County  
Board of Commissioners  
Minutes  
Wednesday, August 23, 2023**

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**REGULAR MEETING: 6:00 PM**

**FLAG SALUTE**

The Pledge of Allegiance was recited.

**ROLL CALL**

**PRESENT**

Chair Mark Kujala

Vice Chair Courtney Bangs

Commissioner Pam Wev

Commissioner John Toyooka

**EXCUSED**

Commissioner Lianne Thompson

**AGENDA APPROVAL**

*Chair Kujala stated that Item #10 – Contract for purchase of Skid Steer for Fairgrounds has been removed. Motion made by Vice Chair Bangs to approve the agenda as amended, Seconded by Commissioner Wev to approve the agenda as presented. Voting Yea: Chair Kujala, Commissioner Toyooka, Commissioner Wev, Vice Chair Bangs*

**PROCLAMATION**

1. World Suicide Prevention Day Proclamation {Page 36}

Allison Whisenhunt, Columbia Memorial Hospital, Director of Behavioral Health and Care Management, said suicide has been a huge problem and she appreciates that the Board is approving this proclamation.

*Motion made by Vice Chair Bangs, seconded by Commissioner Toyooka to approve the Resolution & Order proclaiming September 10<sup>th</sup> to be World Suicide Prevention Day and authorize the Chair to read, then sign the Proclamation.*

*Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka, Commissioner Wev*

*Chair Kujala read the proclamation.*

2. National Preparedness Month Proclamation {Page 39}

Justin Gibbs, Emergency Management Director, said Preparedness Month was originally created by the Federal Emergency Management Agency's (FEMA)

Ready Campaign in response to the tragic events of 9/11. This year's campaign will focus on older adults that are disproportionately impacted by the all-hazard events. Director Gibbs encourages everyone to participate in preparedness activities to get prepared.

*Motion made by Vice Chair Bangs, seconded by Commissioner Toyooka to approve the Resolution & Order proclaiming September 2023 as National Preparedness Month and authorize the Chair to read, then sign the Proclamation.*

*Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka, Commissioner Wev*

Chair Kujala read the proclamation.

## **BUSINESS FROM THE PUBLIC**

No business from the public.

## **CONSENT CALENDAR**

*Motion made by Vice Chair Bangs, seconded by Commissioner Toyooka to approve the consent calendar as amended.*

*Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka, Commissioner Wev*

3. Edge Line Rumble Strips {Page 41}

4. Oregon Business Development Department (OBDD) - Special Public Works Fund Planning Project & Strategic Reserve Fund Grant Agreements {Page 49}

5. Oregon Department of Transportation Humbug Creek Bridge Repair / Temporary Noise Exception {Page 72}

6. Jewell Substation Facility Upgrade {Page 80}

7. Contract for purchase of Skid Steer for Fairgrounds {Page 109}

## **COMMISSIONER'S LIAISON REPORTS**

Commissioner Toyooka appreciated everyone while he was absent and hopes to be back up to speed soon.

Commissioner Wev attended the Fly-In at the Port of Astoria – Airport Open House. She said it was cool to see how many small planes there are. She said it was a great event and great to see so many kids there.

Commissioner Bangs will be talking about childcare with some investigative folks and members of the community.

Chair Kujala had no reports.

## **COUNTY MANAGER'S REPORT**

County Manager Bohn said the Bureau of Ocean Energy Management has a 60 day public comment period. He would like to bring someone in to give some context of the work that has been done and then prepare some comments. He is having meetings on

Broadband and it is still moving forward. There will be a discussion with the Board in the near future.

### **BUSINESS AGENDA**

#### **8. ARPA Funding Agreement with Northwest Oregon Housing Authority (NOHA) {Page 111}**

County Manager Don Bohn said the Owen Adair II project is still moving forward with Northwest Oregon Housing Authority (NOHA). Predevelopment grants are allowable with the ARPA dollars.

Commissioner Wev said predevelopment is needed in order to get a project done. She is supportive of this project.

Commissioner Toyooka asked if there was a time line on the review. County Manager Bohn said the review process should be culminating in the next couple weeks.

*Motion made by Commissioner Wev, seconded by Vice Chair Bangs to approve the ARPA Funding Agreement with NOHA for a predevelopment grant in the amount of \$125,000 for the Owens Adair II project.*

*Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka, Commissioner Wev*

### **PUBLIC HEARINGS**

#### **9. Ordinance 23-11 Exclusive Farm Use Zone Amendment {Page 118}**

Ian Sisson, Senior Planner, said this amendment would allow alteration, restoration, or replacement of a lawfully established dwelling under a Type I procedure in the Exclusive Farm Use Zone. It was approved by the Planning Commission. This would reduce the application fee from \$1,200 to \$85 and would significantly reduce staff time in the review process.

County Counsel Anthony Pope read the Ordinance by title only.

*Motion made by Vice-Chair Bangs, seconded by Commissioner Wev to approve Ordinance 23-11 Exclusive Farm Use Zone Amendment.*

*Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka, Commissioner Wev*

Chair Kujala opened the public hearing and called for public comment. Hearing none, he closed the public hearing.

#### **10. Ordinance 23-12: Geologic Hazards Overlay Amendment {Page 125}**

Ian Sisson, Senior Planner, said the amendment provides exemptions to the Geologic Hazard Permit requirement for certain development activities in the Geologic Hazard Overlay District (GHO). This would also extend the period of when Geologic reports are valid from two years up to five years.

County Counsel Anthony Pope read the Ordinance by title only.

Chair Kujala opened the public hearing and called for public comment. Hearing none, he closed the public hearing.

*Motion made by Vice-Chair Bangs, seconded by Commissioner Wev to approve Ordinance 23-12 Geologic Hazards Overlay Amendment.*

*Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka, Commissioner Wev*

#### **GOOD OF THE ORDER**

There was nothing for the good of the order.

#### **ADJOURNMENT**

There being no further business, the meeting was adjourned at 6:32 pm.

Approved by,

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Mark Kujala, Chair

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

September 13, 2023

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**Agenda Title:** CJC Specialty Court Grant – Mental Health Court  
**Category:** Consent Calendar  
**Presented By:** Kristen Hanthorn, Lieutenant

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

**Informational Summary:** Clatsop County has been awarded an Oregon Criminal Justice Commission (CJC) Specialty Court Grant to continue our support of the Clatsop County Mental Health Treatment Court. The CJC awarded Clatsop County \$234,224.00 for the 23-25 Biennium.

Grant Budget Totals for the 23/25 biennium:

Personnel	\$139,320
Contract Services	\$ 66,500
Subsidy Housing	\$ 3,150
Supplies	\$ 7,650
Training	\$ 4,100
Administrative costs	\$ 13,504

The County contributes to the program by leveraging State Community Corrections Act revenue. The level of treatment will remain stable and the County will continue to receive revenue to support .50 FTE Parole & Probation Deputy.

**Fiscal Impact:** The Sheriff's Office estimated revenue of \$100,000 for Specialty Court revenue in FY 23/24. The CJC award equals \$117,112 per year.

**Requested Action:** Approve grant agreement with Oregon Criminal Justice Commission in the amount of \$234,224 and authorize the County Manager to sign the agreement and any amendments.

### Attachment List

- A. SCP-23-05 Grant Agreement Criminal Justice Commission Specialty Court Grant Program – Contract #C8523





**SCP-23-05 GRANT AGREEMENT**  
**CRIMINAL JUSTICE COMMISSION**  
**SPECIALTY COURT GRANT PROGRAM**

**Agreement Number:** SCP-23-05

This grant agreement ("Agreement"), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission ("CJC" or "State"), and **Clatsop County** ("Recipient"). This Agreement becomes effective only when fully signed and approved as required by applicable law ("Effective Date"). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **March 31, 2026**.

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A:** Contact Information, Project Description and Reporting Requirements

**Exhibit B:** Subagreement Insurance Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedent shall control. The precedence each of the following documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B.

**SECTION 1: KEY GRANT TERMS**

The following capitalized terms have the meanings assigned below.

**Grant Amount:** \$234,224

**Completion Deadline:** December 31, 2025

**SECTION 2: FINANCIAL ASSISTANCE**

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

CJC's obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

**SECTION 3: DISBURSEMENT**

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in four equal installments of \$58,556 each beginning on September 5, 2023, occurring every six months thereafter, and ending on March 5, 2025.

B. Conditions to Disbursements. CJC has no obligation to disburse Grant funds unless:

- (1) CJC has sufficient funds currently available for this Agreement; and

(2) CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default.

#### SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund the **Clatsop County Mental Health Treatment Court** (the "Project"). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2023, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC ("Eligible Costs"). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

#### SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement's terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

## SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
  - (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
  - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subgrantees and subrecipients complies with these requirements.
- D. Return of Unexpended Grant Funds. Recipient must return to CJC any Grant funds not expended by the Completion Deadline.
- E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.
- F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.
- G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- H. Recipient Subagreements and Procurements.

- (1) Subagreements. Recipient may enter into agreements with subgrantees and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.
- (2) Subagreement indemnity; insurance.

***Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents 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 the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.***

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

Recipient shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

- (3) Procurements.
  - i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.
  - ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent



information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Recipient. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

- iii. Recipient shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

## **SECTION 7: DEFAULT**

A. **Recipient Default.** Any of the following constitutes an “Event of Default” of Recipient:

- (1) **Misleading Statement.** Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
- (2) **Failure to Perform.** Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.

B. **CJC Default.** CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## **SECTION 8: REMEDIES**

A. **CJC Remedies.** Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

- B. Recipient Remedies. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

## **SECTION 9: TERMINATION**

In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:

- A. If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

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

## **SECTION 10: MISCELLANEOUS**

A. Contribution.

- (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 ("Third Party Claim") against CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.
- (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC 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 Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Recipient 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. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.
- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient 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 CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of CJC 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- C. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

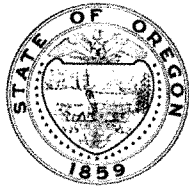
Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) 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 or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.



- E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- G. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- H. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- I. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- J. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.
- K. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.M.
- L. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- M. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

***The signatures of the parties follow on the next page.***

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
acting by and through its  
Criminal Justice Commission

**CLATSOP COUNTY**

By: \_\_\_\_\_  
Ken Sanchagrin, Executive Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 8/11/23

Samuel B. Zeigler, Senior Assistant Attorney General

**EXHIBIT A:**  
**CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS**

**Contact Information:**

**CJC**

State of Oregon, acting by and through its  
Criminal Justice Commission

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—

**Grant Administrator:** Adaline Padlina

**Telephone:** 971-301-1042

**Email:** adaline.l.padlina@cj.c.oregon.gov

**Recipient**

Clatsop County

1190 SE 19th Street  
Warrenton, OR 97146

**Contact:** Chris Hoover

**Telephone:** (503) 338-3782

**Email:** choover@clatsopcounty.gov

**Project Description:**

Specialty courts operate under a model that provides an alternative to incarceration through court-directed supervision and mandated treatment for individuals with substance use or mental health issues underlying their involvement in the criminal legal system.

Oregon's specialty courts strive to adhere to consistent practices as described through the Oregon Specialty Court Standards.

The goals of CJC's Specialty Court Grant Program include:

- Increasing individual's likelihood of successful rehabilitation through early, continuous, and judicially supervised treatment, mandatory random drug testing, and community supervision;
- Reducing substance use and recidivism among specialty court participants; and
- Embedding equity throughout specialty court processes.

Recipient shall use Grant funds to support the operations of the **Clatsop County Mental Health Treatment Court**, its adherence to the Oregon Specialty Court Standards, and its efforts toward the goals stated above.

**Project Period:**

Start Date: July 1, 2023

End Date: December 31, 2025

## **Reporting Requirements:**

### Schedule

Recipient must submit to CJC quarterly progress reports, beginning October 25, 2023, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Additionally, Recipient must submit to CJC semi-annual reports on January 25 and July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit a progress report after its due date.

### Report Contents

Progress reports must be submitted through OJD's Specialty Court Case Management System (SCMS) and CJC's grant administration system, respectively, and contain all of the requested data.

1. SCMS CJC State Report (<https://scms.oregon.gov>)
  - a. All participant related tracking information in SCMS for the prior calendar quarter.
2. CJC Quarterly Report (<https://cjc-grants.smapply.io>)
  - a. Grant Funds spent during the prior calendar quarter, with brief description; and
  - b. Any quarterly information on the Project as CJC may reasonably request.
3. CJC Semi-Annual Report (<https://cjc-grants.smapply.io>)
  - a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.



**EXHIBIT B:**  
**SUBAGREEMENT INSURANCE REQUIREMENTS**

Recipient shall require each of its first-tier contractors that are not units of local government as defined in ORS 190.003 (each a "Contractor") to obtain, at the Contractor's expense, the insurance specified in this Exhibit B before performing under this Agreement and to maintain it in full force and at the Contractor's own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractors shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractors shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its Contractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY:**

All employers, including Contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its Contractors complies with these requirements. If a Contractor is a subject employer, as defined in ORS 656.023, the Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If the Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, each Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

**COMMERCIAL GENERAL LIABILITY:**

☒ **Required**    ☐ **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

**AUTOMOBILE LIABILITY INSURANCE:**

☒ **Required**    ☐ **Not required**

Automobile Liability Insurance covering each Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

#### **EXCESS/UMBRELLA INSURANCE:**

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Agreement, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

#### **ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to a Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

#### **WAIVER OF SUBROGATION:**

Each Contractor shall waive rights of subrogation which the Contractor or any insurer of the Contractor may acquire against the CJC or State of Oregon by virtue of the payment of any loss. Each Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CJC has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

#### **CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then the Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- (i) The Contractor's completion and CJC's acceptance of all Services required under the Agreement, or
- (i) CJC or Recipient termination of this Agreement, or
- (ii) The expiration of all warranty periods provided under this Agreement.

#### **CERTIFICATE(S) AND PROOF OF INSURANCE:**

Upon request, each Contractor shall provide to CJC Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance CJC has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

#### **NOTICE OF CHANGE OR CANCELLATION:**

Each Contractor or its insurer must provide at least 30 days' written notice to CJC before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

#### **INSURANCE REQUIREMENT REVIEW:**

Recipient agrees to periodic review of insurance requirements by CJC under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and CJC.

#### **STATE ACCEPTANCE:**

All insurance providers are subject to CJC acceptance. If requested by CJC, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to CJC's representatives responsible for verification of the insurance coverages required under this Exhibit B.

23-25 SCGP Approved County Budget		
Applicant Organization Name: Clatsop MH		
<b>Personnel:</b> Salaries, wages and fringe benefits costs for all grant-funded personnel (in whole or in part) employed by the grant recipient		
<b>Position Title</b>	<b>Total Amount Granted</b>	
1  Probation Deputy	\$139,320.00	
<b>Total Personnel:</b>	<b>\$139,320.00</b>	
<b>Contractual Services:</b> An individual or organization providing a service or programmatic		
<b>Contract Title &amp; Purpose</b>	<b>Total Amount Granted</b>	
1  Clatsop Behavioral Healthcare & Treatment	\$66,500.00	
<b>Total Contractual Services:</b>	<b>\$66,500.00</b>	
<b>Housing &amp; Facilities:</b> Eligible expenses for space/utilities necessary to complete program		
<b>Item Description</b>	<b>Total Amount Granted</b>	
1  Subsidy Housing	\$3,150.00	
<b>Total Housing &amp; Facilities:</b>	<b>\$3,150.00</b>	
<b>Equipment:</b> Permanent or non-expendable equipment with a purchase price of \$5,000 or		
<b>Item Description</b>	<b>Total Amount Granted</b>	
1		
<b>Total Equipment:</b>	<b>\$0.00</b>	
<b>Supplies:</b> Consumable materials or supplies, including the cost of small items of equipment		
<b>Item Description</b>	<b>Total Amount Granted</b>	
1  GPS/SCRAM Monitoring	\$1,275.00	
2  Bus Passes	\$956.25	
3  Participant Supports	\$2,125.00	
4  Participant Incentives	\$425.00	
5  Community Service Monitoring	\$637.50	
6  Drug Testing Supplies/Lab Results	\$1,912.50	
7  Supplies (workbooks, journals, pens, etc)	\$318.75	
<b>Total Supplies:</b>	<b>\$7,650.00</b>	
<b>Training/Associated Travel:</b> Eligible expenses for transportation, lodging, per diem, and registrations for trainings that support grant purposes		
<b>Training Title</b>	<b>Total Amount Granted</b>	
1  NADCP Annual Conference 24	\$850.00	
2  NADCP Annual Conference 24 (travel)	\$1,200.00	
3  NADCP Annual Conference 25	\$850.00	
4  NADCP Annual Conference 25 (travel)	\$1,200.00	
<b>Total Training/Travel:</b>	<b>\$4,100.00</b>	
<b>Administrative Costs:</b> Activities associated with administering the grant such as purchasing,		
<b>Item Description</b>	<b>Total Amount Granted</b>	
1  Grant Financial Accounting	\$9,414.00	
2  County Indirect Costs Allocation	\$4,090.00	
<b>Total Administrative Costs:</b>	<b>\$13,504.00</b>	
<b>Budget Totals:</b> This section will be automatically calculated based on the information provided above		
<b>Budget Categories</b>	<b>Category Totals</b>	
Personnel	\$139,320.00	
Contractual Services	\$66,500.00	



Housing & Facilities	\$3,150.00
Equipment	\$0.00
Supplies	\$7,650.00
Training/Travel	4,100.00
Administrative Costs	\$13,504.00
Total County Budget:	\$234,224.00

23-25 SCGP Approved OJD Allocation		
Applicant Organization Name: Clatsop MH		
Personnel: Salaries, wages and fringe benefits costs for all grant-funded personnel (in whole or in part) employed by the grant recipient		
Position Title	Total Amount Granted	
1	Total Personnel:	\$0.00
Supplies: Consumable materials or supplies, including the cost of small items of equipment		
Item Description	Total Amount Granted	
1 Phase Rewards	\$625.00	
2 Participant Handbooks	\$375.00	
Total Supplies:		\$1,000.00
Training/Associated Travel: Eligible expenses for transportation, lodging, per diem, and		
Training Title	Total Amount Granted	
1 NADCP Annual Conference	\$1,590.00	
2 NADCP Annual Conference (travel)	\$3,000.00	
Total Training:		\$4,590.00
Budget Totals: This section will be automatically calculated based on the information		
Budget Categories		Category Totals
Personnel		\$0.00
Supplies		\$1,000.00
Training/Travel		\$4,590.00
Total OJD Allocation:		\$5,590.00



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

September 13, 2023

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**Agenda Title:** CJC Specialty Court Grant – Adult Drug Court  
**Category:** Consent Calendar  
**Presented By:** Kristen Hanthorn, Lieutenant

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

**Informational Summary:** Clatsop County has been awarded an Oregon Criminal Justice Commission (CJC) Specialty Court Grant to continue our support of the Clatsop County Adult Drug Court. The CJC awarded Clatsop County \$336,004.00 for the 23-25 Biennium.

Grant Budget Totals for the 23/25 biennium:

Personnel	\$139,320
Contract Services	\$160,000
Subsidy Housing	\$ 3,240
Supplies	\$ 9,075
Training	\$ 6,740
Administrative costs	\$ 17,629

The County contributes to the program by leveraging State Community Corrections Act revenue. Contract services will allow us to continue our partnership with Clatsop Behavioral Healthcare who provide us with a full time Certified Alcohol and Drug Counselor to work out of our office. The County will continue to receive revenue to support .50 FTE Parole & Probation Deputy assigned to Adult Drug Court.

**Fiscal Impact:** The Sheriff's Office estimated revenue of \$150,000 for Adult Drug Court revenue in FY 23/24. The CJC award equals \$168,002 per year.

**Requested Action:** Approve grant agreement with Oregon Criminal Justice Commission in the amount of \$336,004 and authorize the County Manager to sign the agreement and any amendments.

### Attachment List

A. SCP-23-04 Grant Agreement Criminal Justice Commission Specialty Court Grant  
Program – Contract #C8522

**SCP-23-04 GRANT AGREEMENT**  
**CRIMINAL JUSTICE COMMISSION**  
**SPECIALTY COURT GRANT PROGRAM**

**Agreement Number:** SCP-23-04

This grant agreement ("Agreement"), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission ("CJC" or "State"), and **Clatsop County** ("Recipient"). This Agreement becomes effective only when fully signed and approved as required by applicable law ("Effective Date"). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **March 31, 2026**.

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A:** Contact Information, Project Description and Reporting Requirements

**Exhibit B:** Subagreement Insurance Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedent shall control. The precedence each of the following documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B.

**SECTION 1: KEY GRANT TERMS**

The following capitalized terms have the meanings assigned below.

**Grant Amount:** \$336,004

**Completion Deadline:** December 31, 2025

**SECTION 2: FINANCIAL ASSISTANCE**

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

CJC's obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

**SECTION 3: DISBURSEMENT**

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in four equal installments of \$84,001 each beginning on September 5, 2023, occurring every six months thereafter, and ending on March 5, 2025.

B. Conditions to Disbursements. CJC has no obligation to disburse Grant funds unless:

- (1) CJC has sufficient funds currently available for this Agreement; and

(2) CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default.

#### SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund the **Clatsop County Adult Drug Court** (the "Project"). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2023, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC ("Eligible Costs"). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

#### SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement's terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

## SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
  - (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
  - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subgrantees and subrecipients complies with these requirements.
- D. Return of Unexpended Grant Funds. Recipient must return to CJC any Grant funds not expended by the Completion Deadline.
- E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.
- F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.
- G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- H. Recipient Subagreements and Procurements.



- (1) Subagreements. Recipient may enter into agreements with subgrantees and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.
- (2) Subagreement indemnity; insurance.

***Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents 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 the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.***

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

Recipient shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

- (3) Procurements.
  - i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.
  - ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent

information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Recipient. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

- iii. Recipient shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

## **SECTION 7: DEFAULT**

A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:

- (1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
- (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.

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

## **SECTION 8: REMEDIES**

A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

- B. Recipient Remedies. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

## SECTION 9: TERMINATION

In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:

- A. If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

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

## SECTION 10: MISCELLANEOUS

A. Contribution.

- (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 ("Third Party Claim") against CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.
- (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC 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 Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Recipient 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. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.
- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient 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 CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of CJC 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- C. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) 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 or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- G. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- H. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- I. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- J. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.
- K. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.M.
- L. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- M. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

***The signatures of the parties follow on the next page.***

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
acting by and through its  
Criminal Justice Commission

**CLATSOP COUNTY**

By: \_\_\_\_\_  
Ken Sanchagrin, Executive Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 8/11/23

Samuel B. Zeigler, Senior Assistant Attorney General

**EXHIBIT A:**  
**CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS**

**Contact Information:**

**CJC**

State of Oregon, acting by and through its  
Criminal Justice Commission

\_\_\_\_\_  
\_\_\_\_\_

**Grant Administrator:** Adaline Padlina

**Telephone:** 971-301-1042

**Email:** adaline.l.padlina@cjc.oregon.gov

**Recipient**

Clatsop County

1190 SE 19th Street  
Warrenton, OR 97146

**Contact:** Chris Hoover

**Telephone:** (503) 338-3782

**Email:** choover@clatsopcounty.gov

**Project Description:**

Specialty courts operate under a model that provides an alternative to incarceration through court-directed supervision and mandated treatment for individuals with substance use or mental health issues underlying their involvement in the criminal legal system.

Oregon's specialty courts strive to adhere to consistent practices as described through the Oregon Specialty Court Standards.

The goals of CJC's Specialty Court Grant Program include:

- Increasing individual's likelihood of successful rehabilitation through early, continuous, and judicially supervised treatment, mandatory random drug testing, and community supervision;
- Reducing substance use and recidivism among specialty court participants; and
- Embedding equity throughout specialty court processes.

Recipient shall use Grant funds to support the operations of the **Clatsop County Adult Drug Court**, its adherence to the Oregon Specialty Court Standards, and its efforts toward the goals stated above.

**Project Period:**

Start Date: July 1, 2023

End Date: December 31, 2025

## **Reporting Requirements:**

### Schedule

Recipient must submit to CJC quarterly progress reports, beginning October 25, 2023, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Additionally, Recipient must submit to CJC semi-annual reports on January 25 and July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit a progress report after its due date.

### Report Contents

Progress reports must be submitted through OJD's Specialty Court Case Management System (SCMS) and CJC's grant administration system, respectively, and contain all of the requested data.

1. SCMS CJC State Report (<https://scms.oregon.gov>)
  - a. All participant related tracking information in SCMS for the prior calendar quarter.
2. CJC Quarterly Report (<https://cjc-grants.smapply.io>)
  - a. Grant Funds spent during the prior calendar quarter, with brief description; and
  - b. Any quarterly information on the Project as CJC may reasonably request.
3. CJC Semi-Annual Report (<https://cjc-grants.smapply.io>)
  - a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.



**EXHIBIT B:  
SUBAGREEMENT INSURANCE REQUIREMENTS**

Recipient shall require each of its first-tier contractors that are not units of local government as defined in ORS 190.003 (each a "Contractor") to obtain, at the Contractor's expense, the insurance specified in this Exhibit B before performing under this Agreement and to maintain it in full force and at the Contractor's own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractors shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractors shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its Contractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY:**

All employers, including Contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its Contractors complies with these requirements. If a Contractor is a subject employer, as defined in ORS 656.023, the Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If the Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, each Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

**COMMERCIAL GENERAL LIABILITY:**

☒ **Required**    ☐ **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

**AUTOMOBILE LIABILITY INSURANCE:**

☒ **Required**    ☐ **Not required**

Automobile Liability Insurance covering each Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

#### **EXCESS/UMBRELLA INSURANCE:**

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Agreement, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

#### **ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to a Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

#### **WAIVER OF SUBROGATION:**

Each Contractor shall waive rights of subrogation which the Contractor or any insurer of the Contractor may acquire against the CJC or State of Oregon by virtue of the payment of any loss. Each Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CJC has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

#### **CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then the Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- (i) The Contractor's completion and CJC's acceptance of all Services required under the Agreement, or
- (i) CJC or Recipient termination of this Agreement, or
- (ii) The expiration of all warranty periods provided under this Agreement.

#### **CERTIFICATE(S) AND PROOF OF INSURANCE:**

Upon request, each Contractor shall provide to CJC Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance CJC has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

#### **NOTICE OF CHANGE OR CANCELLATION:**

Each Contractor or its insurer must provide at least 30 days' written notice to CJC before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

#### **INSURANCE REQUIREMENT REVIEW:**

Recipient agrees to periodic review of insurance requirements by CJC under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and CJC.

#### **STATE ACCEPTANCE:**

All insurance providers are subject to CJC acceptance. If requested by CJC, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to CJC's representatives responsible for verification of the insurance coverages required under this Exhibit B.



23-25 SCGP Approved County Budget		
Applicant Organization Name: Clatsop ADC		
Personnel: Salaries, wages and fringe benefits costs for all grant-funded personnel (in whole or in part) employed by the grant recipient		
Position Title	Total Amount Granted	
1 Probation Deputy	\$139,320.00	
<b>Total Personnel:</b>	<b>\$139,320.00</b>	
Contractual Services: An individual or organization providing a service or programmatic		
Contract Title & Purpose	Total Amount Granted	
1 Clatsop Behavioral Health	\$160,000.00	
<b>Total Contractual Services:</b>	<b>\$160,000.00</b>	
Housing & Facilities: Eligible expenses for space/utilities necessary to complete program		
Item Description	Total Amount Granted	
1 Short Term Subsidy Housing	\$3,240.00	
<b>Total Housing &amp; Facilities:</b>	<b>\$3,240.00</b>	
Equipment: Permanent or non-expendable equipment with a purchase price of \$5,000 or		
Item Description	Total Amount Granted	
1		
<b>Total Equipment:</b>	<b>\$0.00</b>	
Supplies: Consumable materials or supplies, including the cost of small items of equipment		
Item Description	Total Amount Granted	
1 Drug Testing Supplies/Lab Results	\$3,975.00	
2 Transportation/Bus Passes	\$975.00	
3 Participant Supports	\$2,150.00	
4 GPS/SCRAM Monitoring	\$1,500.00	
5 Survey Monkey Subscription	\$100.00	
6 Incentives	\$250.00	
7 Supplies	\$125.00	
<b>Total Supplies:</b>	<b>\$9,075.00</b>	
Training/Associated Travel: Eligible expenses for transportation, lodging, per diem, and registrations for trainings that support grant purposes		
Training Title	Total Amount Granted	
1 NADCP Annual Conference	\$1,700.00	
2 NADCP Annual Conference (travel)	\$3,000.00	
3 NDCP Practitioner Training	\$850.00	
4 NDCP Practitioner Training (travel)	\$1,190.00	
<b>Total Training/Travel:</b>	<b>\$6,740.00</b>	
Administrative Costs: Activities associated with administering the grant such as purchasing.		
Item Description	Total Amount Granted	
1 Grant Financial Accounting	\$9,449.00	
2 County Indirect Costs Allocation	\$8,180.00	
<b>Total Administrative Costs:</b>	<b>\$17,629.00</b>	
Budget Totals: This section will be automatically calculated based on the information provided above		
Budget Categories	Category Totals	
Personnel	\$139,320.00	
Contractual Services	\$160,000.00	
Housing & Facilities	\$3,240.00	
Equipment	\$0.00	

Supplies	\$9,075.00
Training/Travel	6,740.00
Administrative Costs	\$17,629.00
<b>Total County Budget:</b>	<b>\$335,004.00</b>

23-25 SCGP Approved OJD Allocation		
Applicant Organization Name: Clatsop ADC		
Personnel: Salaries, wages and fringe benefits costs for all grant-funded personnel (in whole or in part) employed by the grant recipient		
Position Title	Total Amount Granted	
1	Total Personnel:	\$0.00
Supplies: Consumable materials or supplies, including the cost of small items of equipment		
Item Description	Total Amount Granted	
1 Phase Rewards	\$625.00	
2 Participant Handbooks	\$375.00	
Total Supplies:		\$1,000.00
Training/Associated Travel: Eligible expenses for transportation, lodging, per diem, and		
Training Title	Total Amount Granted	
1 NADCP Rise Conference	\$1,590.00	
2 NADCP Rise Conference (travel)	\$3,000.00	
3 NDCP Practitioner Training	\$850.00	
4 NDCP Practitioner Training (travel)	\$1,190.00	
Total Training:		\$6,630.00
Budget Totals: This section will be automatically calculated based on the information		
Budget Categories		Category Totals
Personnel		\$0.00
Supplies		\$1,000.00
Training/Travel		\$6,630.00
Total OJD Allocation:		\$7,630.00





# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

September 13, 2023

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**Agenda Title:** Intergovernmental Agreement #180004 Amendment #1 between Oregon Health Authority (OHA) and the Local Public Health Authority for Clatsop County (LPHA), Clatsop County Department of Public Health, for the Biennium July 1, 2023 through June 30, 2024.

**Category:** Consent Calendar

**Presented By:** Jiancheng Huang, CCDPH Director

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**Issue Before the Commission:** Request of Authorization for County Manager to approve amendment #1 under Intergovernmental Agreement #180004 between Oregon Health Authority (OHA) and Clatsop County Department of Public Health and approve the 2023-24 budget and appropriation adjustment as required by ORS 294.338 for a total of \$42,980 (rounded).

**Informational Summary:** Operation of the Public Health Department is primarily funded by the OHA Public Health contract, program fees, General Fund support and other private and governmental grants.

**Fiscal Impact:** The State mandates a certain level of service elements to be administered by Local Public Health Agencies. This Agreement in the amount of \$239,907.86 covers those Program Elements administered by the Local Public Health Department.

Amendment #1 awards funds for the following Program Element:

- 1) PE13 Tobacco Prevention and Education Program (TPEP) = \$239,907.86

At the time the Clatsop County Public Health budget was prepared for FY23/24, the State of Oregon, acting by and through its Oregon Health Authority, had not released this Amended Agreement which awards for the first fiscal year (July 1, 2023 through June 30, 2024) of the Biennium. As such, this Program Element was awarded more than the CCDPH budgeted amount by a total of \$42,980.00 which is summarized in Schedule "A".

**Requested Action:**

Approve the budget adjustment for \$42,980.00 to remain in compliance with Oregon budget law per ORS 294.338 and authorize the Chair to sign Amendment 1 of IGA 180004 between OHA and Clatsop County Department of Public Health.

**Attachment List**

- A. Copy of Intergovernmental Agreement 180004-1 for a total of \$239,907.86
- B. Resolution and Order
- C. Schedule "A" Appropriation adjustments

Agreement #180004



**FIRST AMENDMENT TO OREGON HEALTH AUTHORITY  
2023-2025 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

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

This First Amendment to Oregon Health Authority 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2023, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clatsop County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clatsop County. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify and replace the Fiscal Year 2024 (FY24) Financial Assistance Award set forth in Exhibit C of the Agreement.

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

**AGREEMENT**

1. This Amendment is effective on July 1, 2023, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
  - a. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY24 is hereby superseded and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY24)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

**7. Signatures.**

**STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY**

Approved by: \_\_\_\_\_

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: \_\_\_\_\_

**CLATSOP COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

Approved by: \_\_\_\_\_

Printed Name: Don Bohn

Title: County Manager

Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 11, 2023, copy of email approval in Agreement file.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

Reviewed by: \_\_\_\_\_

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

Date: \_\_\_\_\_

**Attachment A**  
**Financial Assistance Award (FY24)**

State of Oregon Oregon Health Authority Public Health Division		
<b>1) Grantee</b>	<b>2) Issue Date</b>	<b>This Action</b>
Name: Clatsop County	Saturday, July 1, 2023	Amendment
Street: 820 Exchange, Suite 100		FY 2024
City: Astoria	<b>3) Award Period</b>	
State: OR Zip: 97103-4609	From July 1, 2023 through June 30, 2024	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$11,709.75	\$0.00	\$11,709.75
PE01-12	ACDP Infection Prevention Training	\$1,517.82	\$0.00	\$1,517.82
PE10-02	Sexually Transmitted Disease (STD)	\$74,232.00	\$0.00	\$74,232.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$18,500.25	\$0.00	\$18,500.25
PE13	Tobacco Prevention and Education Program (TPEP)	\$65,467.00	\$239,907.86	\$305,374.86
PE27-04	PDOP Naloxone Project (SOR)	\$46,000.00	\$0.00	\$46,000.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$107,623.00	\$0.00	\$107,623.00
PE40-01	WIC NSA: July - September	\$40,640.00	\$0.00	\$40,640.00
PE40-02	WIC NSA: October - June	\$121,926.00	\$0.00	\$121,926.00
PE40-05	Farmer's Market	\$1,937.00	\$0.00	\$1,937.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$2,107.00	\$0.00	\$2,107.00
PE42-04	MCAH Babies First! General Funds	\$6,735.00	\$0.00	\$6,735.00
PE42-06	MCAH General Funds & Title XIX	\$3,952.00	\$0.00	\$3,952.00
PE42-11	MCAH Title V	\$21,479.00	\$0.00	\$21,479.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$12,544.00	\$0.00	\$12,544.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE46-05	RH Community Participation & Assurance of Access	\$17,301.11	\$0.00	\$17,301.11
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$22,600.00	\$0.00	\$22,600.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$45,695.38	\$0.00	\$45,695.38
PE51-05	CDC PH Infrastructure Funding	\$41,018.31	\$0.00	\$41,018.31
PE62	Overdose Prevention-Counties	\$21,347.00	\$0.00	\$21,347.00
		\$744,331.62	\$239,907.86	\$984,239.48

**5) Foot Notes:**

PE10-02	7/15/2023: Full FY24 award funds may be used in FY24 during the period of 7/1/23-12/31/2023 due to DIS WF federal grant funding being cut by CDC on 12/31/23.
PE40-01	7/2023: Unspent SFY2024 Q1 award will be rescinded by the state, cannot be carried over to SFY2024 Q2-4 period.
PE40-02	7/2023: Q2-4 Unspent grant award will be rescinded by the state at end of SFY2024
PE42-11	7/2023: Indirect charges cap at 10%.
PE43-01	7/2023: Awarded funds can be spent on allowable costs for the period of 7/1/2023 - 9/30/23. Any unspent funds will be de-obligated.
PE51-01	7/2023: Bridge funding for 7/1/23-9/30/23.

**6) Comments:**

PE01-01	7/2023: SFY24 funding available 7/1/23-9/30/23 only.
PE12-01	7/2023: SFY24 Award funding for first 3 months only
PE13	7/15/23: SFY24 Award adding funding for 10/1/23-6/30/24 7/2023: SFY24 Bridge Funding 7/1/23-9/30/23
PE27-04	7/2023: FY24 funds available 7/1/23-9/29/23 only.
PE36	7/2023: Redistribution for Jul-Sep 2023 SAPT_22; and TBD SAPT_23 Oct-Jun 2024 7/2023: SFY24 Award
PE40-01	7/2023: SFY2024 Q1 WIC NSA grant award. \$8,128 must spent on Nutrition Ed; \$1,182 on BF Promotion. Underspend Q1 award cannot be carried over to Q2-4 period.
PE40-02	7/2023: SFY2024 Q2-4 grant award. \$24,385 must be spent on Nutrition Ed, \$7,432 on BF Promotion.
PE40-05	7/2023: SFY2024 WIC Farmers Market Mini grant award. Final Q2 Rev & Exp Report is required for final accounting. Underspent funds will be rescinded by the state in February 2024
PE51-05	7/2023: SFY24 Award Available 7/1/23-6/30/24. Funding total is split over 60 months for the period of 12/1/22-11/30/27.
PE62	7/2023: De-obligated anticipated unspent funds from SFY23 per county request and moving to SFY24. SFY24 Award - 7/15/2024: Funds available 7/1/23-8/31/23 only.

**7) Capital outlay Requested in this action:**

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.

Program	Item Description	Cost	PROG APPROV	

IN THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

In the matter of the adjustment of the fiscal	)	
year 2023-24 budget and appropriations by	)	RESOLUTION AND ORDER
authorizing expenditure of unanticipated	)	
grant revenue from the Oregon Health Authority)	)	
for Contract 180004 Amendment #1, per ORS	)	
294.338	)	

It appearing to the Board that there is a need to make adjustments in the fiscal year 2023-24 budget by authorizing expenditure of unanticipated grant revenue;

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

Where as it appearing to the Board that such adjustments are allowed pursuant to ORS 294.338; now, therefore, it is

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

ADOPTED AND APPROPRIATED this 13th Day of September 2023.

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

\_\_\_\_\_  
Chair



Schedule A

2023-24 Budget Adjustments

**I. ADJUSTMENTS INVOLVING EXPENDITURE OF UNANTICIPATED GRANT REVENUE**

<b><u>ORGANIZATION UNIT/FUND</u></b>		<b><u>INCREASE</u></b>	<b><u>DECREASE</u></b>
Tobacco Prevention and Education Program (PE13)			
Tobacco Prevention Rev	007/4112/81-7314	\$ 42,980.00	
Health Promotion Spec II Exp	007/4112/82-1872	\$ 42,980.00	

Comment: OHA IGA 180004 Amendment 1 is a total of \$239,907.86 and is outlined in the Agenda Item Summary. We are requesting the above referenced as budget appropriation adjustments for FY23/24.

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

September 13, 2023

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**Agenda Title:** Purchase Replacement Tractor for Parks Department  
**Category:** Consent Calendar  
**Presented By:** TJ Hecox, Fleet Manager

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**Issue Before the Commission:** Purchase of a Kioti 4x4 Tractor

**Informational Summary:** The FY 2023-24 adopted budget includes funds for the replacement of the Parks tractor. The tractor will be configured to assist with park maintenance and include a front-end loader, brush mower, pallet forks, and front-end brush grapple.

Staff obtained three quotes which complies with the State of Oregon purchasing requirements. The cost of this tractor is \$39,675.00 and will be purchased from Fisher Mill Supply, INC.

**Fiscal Impact:** The equipment will be paid from the Special Projects budget. 100/2000/82-4900.

### **Requested Action:**

Approve the purchase of a tractor from Fisher Mill Supply, INC in the amount of \$39.675.00.

### **Attachment List**

- A. Fisher Mill Supply, INC.
- B. AG-Bag Forage Solutions
- C. Cowlitz River Rigging, INC

Prepared For:  
**CLATSOP COUNTY**



**FISCHER MILL SUPPLY, INC.**  
EST. 1889

**Colin Dunn**  
Fischer Mill Supply, Inc.  
Oregon City, OR

Tel: (503) 631-3411  
Email: colin@fischermill.com

**Quote Summary**

<u>2023 KIOTI CK4020SE HC</u>	<u>Cash Price</u>
Retail Price:	\$36,500.00
Quoted Price:	\$33,250.00
Additional Items	
WOODS RC72.20 6' Rotary Mower w/ Slip	\$3,395.00
Clutch and Chain Guarding	
AgriEase PF30S42 42" Pallet Forks	\$695.00
Bluetooth Stereo Installed	\$285.00
60" Bolt on Cutting Edge	\$225.00
KIOTI KG2054 Rake Grapple, 54"	\$1,825.00
<b>Total Cash Price:</b>	<b>\$39,675.00</b>



# 2023 KIOTI CK4020SE HC - \$39,675



**FISCHER MILL SUPPLY, INC.**  
EST. 1889

**Description**

KIOTI CK4020SE HC 4X4 TRACTOR w/ FACTORY DELUXE CAB & SE PACKAGE  
3-RANGE HST w/ CRUISE CONTROL, LINKED PEDAL  
R4 TIRES WITH RIMGUARD BEET JUICE IN REARS  
INDEPENDENT PTO, TILT STEERING  
MECHANICAL SUSPENSION SEAT w/ ARMRESTS  
DUAL REAR HYD REMOTES  
KL4030C60 LOADER W/ 60" SKID STEER Q/A BUCKET  
SINGLE LEVER JOYSTICK w/ INTEGRATED 3rd FUNCTION CONTROLS  
KIOTI CKA170 3rd FUNCTION VALVE INSTALLED  
4 YEAR POWERTRAIN WARRANTY

Unit is currently in stock at Mexia, TX.  
Quoted using Government Discount  
Estimated 4 week lead time if still in stock at time of order  
Will deliver tractor to Astoria, OR for quoted price.

**Unit Specifications**

Condition	New
Year	2023
Manufacturer	KIOTI
Model	CK4020SE HC
Hours	1
Drive	4WD
Engine Horsepower	39.6

Transmission	Hydro
Loader	Yes
3pt	Yes
PTO	540
Remotes	2
Tire Configuration	Singles

# Ag-Bag Forage Solutions

92365 Riekkola Road

Astoria, OR 97103

Phone: (503) 325-2970 Fax: (503) 325-2985

## Invoice Estimate

22050

Thank you for your business! We hope to see you back soon. No sales nor use tax will be collected or remitted ; Purchaser may be required to remit sales or use tax directly to your state or jurisdiction ; for additional information regarding whether and how to remit the sales or use tax contact the appropriate taxing authority in your state or jurisdiction.

Bill To				Ship To		
CLATSOP COUNTY PARKS Attn: Corey Johnson 2001 Marine Drive Suite 253 Astoria, OR 97103						
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number
1158			(503) 338-9027	(503) 338-9027	Estimate	
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department
DG	DG	08/09/23	22050			Counter Sales

Part Number	Line	Description	Ordered	B/O'd	Shipped	List	Net Each	Amount
CKA162	KIOP	3rd Function Valve Kit	1		1	\$1,599.00	\$1,599.00	\$1,599.00
Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
KL4030QA66	KIOW	Loader Package w/ 66" bucket	1		1	\$4,900.00	\$4,900.00	\$4,900.00
CK4020SEHCB	KIOW	CK4020SE HST Premium Cab Tractor	1		1	\$34,425.00	\$29,900.00	\$29,900.00
FLGR-4062S	RANW	Root Grapple	1		1	\$3,395.00	\$3,257.00	\$3,257.00
RC72.20C	WOOW	RC Series Rotary Cutter 6' w/ clutch	1		1	\$2,912.00	\$2,395.00	\$2,395.00
SSF-2242	RANW	SSQA Pallet Forks 42"	1		1	\$1,199.00	\$1,199.00	\$1,199.00

### Note

50" SSQA Loader bucket

66" BUCKET NOT INCLUDED

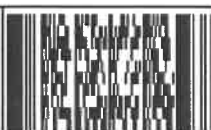
QUOTE GOOD FOR 30 DAYS

HYDRAULIC HOSES INCLUDED IN PRICE OF THE GRAPPLE

Sub Total	\$43,250.00
Miscellaneous	\$0.00
Labor	\$0.00
Sales Tax	\$0.00
Grand Total	\$43,250.00

ALL RETURNS MUST BE ACCOMPANIED WITH THE ORIGINAL SALES INVOICE AND MUST BE RETURNED IN ORIGINAL PACKAGING WITH ALL PACKING WITHIN 15 DAYS OF PURCHASE. SPECIAL ORDERS, BOOKS, ELECTRICAL PARTS, TOOLS AND FREIGHT ARE NON-RETURNABLE. A 20% RESTOCKING FEE WILL APPLY FOR ALL NON-STOCK PARTS.

Notes:



Customer acknowledges receipt thereof:

Agenda Item #8.



## COWLITZ RIVER RIGGING, INC.

1540 Industrial Way  
Longview, Washington 98632  
Phone (360) 425-6720  
Fax (360) 425-6724  
1-800-488-3127  
Specializing in Logging & Construction Supplies

# ORDER

Order No.	Page
529266	1
Order Date	
Order Amount	
45,493.00	

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**CLATSOP COUNTY PUBLIC WORKS**  
**1100 OLNEY AV.**  
**ASTORIA, OR**  
**97103**

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**CLATSOP COUNTY PUBLIC WORKS**  
**1100 OLNEY AV.**  
**ASTORIA, OR**  
**97103**

Cust. No.	SP	Order No.	Order Date	Ship Via	PO No.	Terms
CLATSO	SW	529266	08/21/23	WILL CALL		NET 30

Qty Order	Qty Ship	Qty B/O	Item #	Description	Unit	Unit Price	Extended Price
1.00	1.00	0.00	KIO CK4020SEHCB	CK4020SEHCB HST CAB BASE TRCTR/LDR # 038	EA	38,200.00	38,200.00
				TRACTOR SER# PA4EA0038			
				KL4030QA66 LOADER SER # RM210243780			
1.00	1.00	0.00	KIO 80S	BEET JUICE IN REAR TIRS	EA	400.00	400.00
1.00	1.00	0.00	WOO PF2242S	WOODS PALLET FORKS ASSY 42"	EA	1,294.00	1,294.00
1.00	1.00	0.00	WOO BB72.30	WOODS 72" BRUSHBULL	EA	4,200.00	4,200.00
1.00	1.00	0.00	KIO CKA162	3RD FUNCTION VALVE FOR KL LOADERS	EA	1,399.00	1,399.00
PRICE INLCUDES DELIVERY. ALL ITEMS IN STOCK AT THIS TIME. 8/21/23  PRICE INCLUDES \$2,100 IN CIL DISCOUNTS.							

COMMENTS:	Subtotal	\$45,493.00
	Sales Tax	\$0.00
	Total	\$45,493.00

Please pay from this invoice. Payment due in full in 30 days.

Include invoice number(s) with your remittance.

A late charge of 1 1/2 % per month or \$1.00 minimum will be added to all past due accounts.

All claims or returns must be accompanied by this invoice. All returnable items are subject to a 15% restocking fee.  
By placing an order above items, customer agrees to assume all subsequent collection costs, including attorney's fees.

**Customer Copy**

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

September 13, 2023

---

**Agenda Title:** Purchase of a Ford F350 pickup  
**Category:** Consent Calendar  
**Presented By:** TJ Hecox, Fleet Manager

---

**Issue Before the Commission:** Purchase of a Ford F350 pickup

**Informational Summary:** The FY 2023-24 adopted budget includes funds for the replacement of a pickup. The F350 pickup will be replacing #275, a 1-ton pickup. This truck will be configured to assist with daily road maintenance, and towing of equipment.

This purchase will be through the State of Oregon Procurement Network (State Contract No. 1658 as amended) which complies with the State of Oregon purchasing requirements. The cost of this vehicle is \$54,338.80.

**Fiscal Impact:** The equipment will be paid from the Roads Equipment Replacement budget.

### **Requested Action:**

Approve the purchase of a Ford F350 pickup from Northside Ford in the amount of \$54,338.80.

### **Attachment List**

- A. Northside ford vehicle quote Oregon State Contract #1656



Prepared for: TJ Hecox

Clatsop County  
Prepared by: SHARON TUCKER  
08/16/2023



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |  
972182995

2023 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)

Price Level: 350 | Quote ID: Clat23X3B

As Configured Vehicle

Code	Description	MSRP	Invoice
------	-------------	------	---------

Base Vehicle

X3B	Base Vehicle Price (X3B)	\$50,345.00	\$47,828.00
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Packages

610A	Order Code 610A	N/C	N/C
<i>Includes:</i> <ul style="list-style-type: none"><li>- Engine: 6.8L 2V DEVCT NA PFI V8 Gas</li><li>- Transmission: TorqShift-G 10-Speed Automatic</li><li>- Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</li><li>- 3.73 Axle Ratio</li><li>- HD Vinyl 40/20/40 Split Bench Seat</li><li>- Includes center armrest, cupholder, storage and driver's side manual lumbar.</li><li>- Radio: AM/FM Stereo w/MP3 Player</li><li>- Includes 4 speakers.</li><li>- SYNC 4</li><li>- Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</li></ul>			

Powertrain

99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included	Included
44F	Transmission: TorqShift-G 10-Speed Automatic	Included	Included
<i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i>			
X37	3.73 Axle Ratio	Included	Included
NONGV3	GVWR: 11,500 lb Payload Package	Included	Included

Wheels & Tires

TDX	Tires: LT275/70Rx18E BSW A/T (4)	\$265.00	\$241.00
<i>Spare may not be the same as road tire.</i>			
<i>Includes:</i> <ul style="list-style-type: none"><li>- GVWR: 11,500 lb Payload Package</li></ul>			
64F	Wheels: 18" Argent Painted Steel	\$455.00	\$414.00
<i>Includes painted hub covers/center ornaments.</i>			

Seats & Seat Trim

**Prepared for: TJ Hecox**

Clatsop County

Prepared by: SHARON TUCKER

08/16/2023



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

**2023 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)**

Price Level: 350 | Quote ID: Clat23X3B

**As Configured Vehicle (cont'd)**

Code	Description	MSRP	Invoice
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included	Included

**Other Options**

164WB	164" Wheelbase	STD	STD
PAINT	Monotone Paint Application	STD	STD
587	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i>  <i>Includes:</i> <i>- SYNC 4</i> <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	Included	Included
96V	XL Chrome Package <i>Includes:</i> <i>- BoxLink</i> <i>Includes 4 premium locking cleats and interface brackets.</i> <i>- Bright Chrome Hub Covers &amp; Center Ornaments</i> <i>- Chrome Front Bumper</i> <i>- Chrome Rear Step Bumper</i> <i>- Halogen Fog Lamps</i>	\$225.00	\$205.00
47B	Snow Plow/Camper Package  Requires 250 Amp Alternator (67E) when ordered with Upfitter Switches (66S) and 120V/400W Outlet (43C).  <i>Includes computer selected springs for snowplow application and heavy service front springs (1 up upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment), rear auxiliary springs and slide-in camper certification. Note 1: Salesperson's source book or Ford RV trailer towing guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. Expect firmer ride when vehicle is not equipped with snowplow and/or camper. Note 2: May result in deterioration of ride quality when vehicle is not equipped with snowplow and/or camper. Note 3: Dual battery (86M) recommended with 6.8L or 7.3L gasoline engines; see Body Builders Layout Book for details.</i>  <i>Includes:</i> <i>- Rear Stabilizer Bar</i>	\$305.00	\$277.00
96D	XL Driver Assist Package <i>Includes:</i> <i>- Automatic High Beam</i> <i>- Pre-Collision Assist</i> <i>Includes Automatic Emergency Braking (AEB) and forward collision warning.</i>	\$730.00	\$665.00
86M	Dual 68 AH/65 AGM Batteries	\$210.00	\$191.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing

Agenda Item #9.

estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system.  
most current information.

Page 75

Prepared for: TJ Hecox

Clatsop County  
Prepared by: SHARON TUCKER  
08/16/2023



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |  
972182995

2023 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)

Price Level: 350 | Quote ID: Clat23X3B

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
67B	410 Amp Dual Alternators <i>Includes 250 Amp + 160 Amp.</i>	\$115.00	\$104.00
18B	Platform Running Boards	\$445.00	\$405.00
435	Power-Sliding Rear-Window w/Defrost	\$405.00	\$368.00
924	Privacy Glass	\$30.00	\$28.00
43C	120V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>	\$175.00	\$160.00
66S	Upfitter Switches (6) <i>Located in overhead console.</i>	\$165.00	\$150.00
61L	Front Wheel Well Liners (Pre-Installed)	\$180.00	\$164.00
153	Front License Plate Bracket <i>Standard in states requiring 2 license plates and optional to all others.</i>	N/C	N/C

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C	N/C
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Emissions

425	50-State Emissions System	STD	STD
-----	---------------------------	-----	-----

Exterior Color

Z1_01	Oxford White	N/C	N/C
-------	--------------	-----	-----

Interior Color

Prepared for: TJ Hecox

Clatsop County  
Prepared by: SHARON TUCKER  
08/16/2023



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |  
972182995

2023 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)

Price Level: 350 | Quote ID: Clat23X3B

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C	N/C

Upfit Options

745833	Lighting per customer supplied quote <i>Includes carrying costs</i>	\$3,481.00	\$3,481.00
--------	--	------------	------------

SUBTOTAL	\$57,531.00	\$54,681.00
Destination Charge	\$1,995.00	\$1,995.00
TOTAL	\$59,526.00	\$56,676.00

Prepared for: TJ Hecox

Clatsop County  
Prepared by: SHARON TUCKER  
08/16/2023

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |  
972182995



2023 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)

Price Level: 350 | Quote ID: Clat23X3B

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$50,345.00
Options	\$3,705.00
Colors	\$0.00
Upfitting	\$3,481.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
<b>Subtotal</b>	<b>\$59,526.00</b>

<i>Pre-Tax Adjustments</i>		MSRP
Code	Description	
VCAF	As per state contract #1656	\$0.00
Delivery	Delivery per contract \$2.50 per mile after 60.	\$0.00
Govt Disc	Government discount	-\$5,876.84
<b>Subtotal</b>		<b>\$53,649.16</b>

<i>Sales Taxes</i>		MSRP
Code	Description	
CAT	Corporate Activity Tax	\$214.60
<i>Estimated CAT tax (gross receipts tax) in effect 1/1/20.</i>		
Oregon Tax	Oregon Privilege Tax	\$268.25
<i>Oregon Privilege Tax for all new vehicles and any used vehicles with less than 7500 miles that have not previously been registered in Oregon.</i>		
<b>Subtotal</b>		<b>\$54,132.01</b>

Prepared for: TJ Hecox

Clatsop County  
Prepared by: SHARON TUCKER  
08/16/2023

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |  
972182995



2023 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)

Price Level: 350 | Quote ID: Clat23X3B

Pricing Summary - Single Vehicle

Post-Tax Adjustments

Code	Description	MSRP
CAT Doc 75	Adjustment for CAT on \$75 Doc fee	\$0.29
CAT tax adjustment for doc fee. Tax is to be collected for document processing fee.		
E-Doc	Doc fee for E-Plates	\$75.00
Doc fee for processing E-Plates		
E-RegPlate	Plate and registration for E-Plates	\$30.50
\$24.50 Plate fee \$5.00 Registration		
Title-19	Title fee for vehicles getting 0-19 MPG avg	\$101.00
Subtotal		\$54,338.80
Total		\$54,338.80

Customer Signature

Acceptance Date

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

September 13, 2023

---

**Agenda Title:** Select Area Fisheries Enhancement (SAFE) Enhancement Project  
Number 199306000 Intergovernmental Contract No. 92985

**Category:** Consent Calendar

**Presented By:** Steve Meshke, Natural Resources Manager

---

**Issue Before the Commission:** Contract with Bonneville Power Administration (BPA) for the SAFE program through September 30, 2024.

**Informational Summary:** Since 1993, BPA has provided funding through annual contracts to the Clatsop County Fisheries project, the Oregon Department of Fish and Wildlife, and the Washington Department of Fish and Wildlife for a collaborative research project to identify and develop Select Area fishing opportunities to harvest abundant salmon stocks, while minimizing the incidental harvest of weak, or endangered stocks. This contract will pay for all activities associated with the rearing and release of up to 800,000 Chinook and 1.4 million Coho salmon from the Youngs Bay, Tongue Point MERTS, and Blind Slough Select Area net-pen sites and is being funded by BPA at the direction of the Northwest Power Conservation Council's Fish and Wildlife Program (NPCC).

**Fiscal Impact:** The contract amount is \$525,045.00 for the period beginning October 1, 2023 through September 30, 2024 and is included in the FY 2023-24 adopted budget.

### **Requested Action:**

Approve IGA No. 92985 with Bonneville Power Administration in the amount of \$525,045.00 and authorize the County Manager to sign contract amendments.

### **Attachment List**

A. BPA IGA No. 92985





Mail Invoice To:

fwinvoices@bpa.gov

F & W Invoices - KEWB-4

P. O. Box 3621

Portland OR 97208-3621

Please Direct Inquiries To:

DANIEL AFFONSO

Title CONTRACT SPECIALIST

Phone: 503-230-5918

Fax

Vendor:

STEVE MESHKE

CLATSOP COUNTY FISHERIES

800 EXCHANGE

RM 400

ASTORIA OR 97103

Title

1993-060-00 EXP SAFE - CLATSOP CO 2024

Contract Value

Total Value \$525,045.00 USD

\*\* NOT TO EXCEED \*\*

Pricing Method COST, NO FEE

Start Date 10/01/2023

Contract Type COOPERATIVE

End Date 09/30/2024

Signatures

Vendor Authorized Signature

Printed Name/Title

Date Signed

Phone

Digitally signed by CODY RODRIGUEZ  
Date: 2023.08.22 09:39:36 -07'00'  
Adobe Acrobat version: 2017.012.30262

Authorized Signature

Cody Rodriguez / Contracting Officer

Printed Name/Title

Date Signed

Phone



DEPARTMENT OF ENERGY  
Bonneville Power Administration  
P.O. BOX 3621 • PORTLAND, OREGON 97208-3621



**CONTINUATION PAGE**  
**COOPERATIVE AGREEMENT 92985**  
**1993-060-00 EXP SAFE - CLATSOP CO 2024**

Contracting Officer's Representative (COR)	Tracy Hauser	(503) 230-4296	<a href="mailto:tlhauser@bpa.gov">tlhauser@bpa.gov</a>
Contracting Officer (CO)	Cody Rodriguez	(503) 230-4262	<a href="mailto:clrodriguez@bpa.gov">clrodriguez@bpa.gov</a>
Contract Specialist	Daniel Affonso	(503) 230-5918	<a href="mailto:dxaffonso@bpa.gov">dxaffonso@bpa.gov</a>

1. Upon signature by the BPA Contracting Officer and the recipient, this Cooperative Agreement is hereby issued and consists of the following:
  - Signature page
  - Continuation page
  - Terms and Conditions
  - Project Description
  - Budget
2. Property inventory is transferred to this cooperative agreement from previous award 90961. The Bonneville Financial Assistance Instructions, section 4.313, Equipment, is hereby incorporated by reference and made part of this contract. Section 4.313 may be accessed at: <https://www.bpa.gov/energy-and-services/customers-and-contractors/financial-assistance-instructions-manual> - Full Text of Parts 1-8 and Appendices.
3. The recipient shall provide evidence it has obtained motor vehicle liability insurance covering bodily injury and property damage, with limits of liability as required or approved by the agency, protecting the recipient and the Government against third- party claims arising from the ownership, maintenance, or use of an interagency fleet management system vehicle (IFMS).
4. The recipient shall establish and enforce suitable penalties for their employees who use or authorize the use of Government vehicles for other than performance of BPA Financial Assistance awards (see 41 CFR 101-38.301-1).
5. The recipient shall assume, without the right of reimbursement from the Government, the cost or expense of any use of interagency fleet management vehicles (IFMS) and services not related to the performance of the task orders under this BFAA.
6. This award is subject to the Cost Principles and Administrative Requirements as defined in 2 CFR 200 -- Uniform Administrative Requirements for Federal Awards, which is hereby incorporated by reference and made part of this Release. 2 CFR 200 may be accessed at:  
[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

## ATTACHMENT – TERMS AND CONDITIONS

### CLAUSES INCORPORATED BY REFERENCE

This award incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following address:

**Bonneville Financial Assistance Instructions Manual clauses: <https://www.bpa.gov/energy-and-services/customers-and-contractors/financial-assistance-instructions-manual>**

Clause 1 Regulations Applicable To BPA Financial Assistance (JUL 2017)  
Clause 2 Legal Authority And Effect (JUL 2017)  
Clause 3 Non-assignability (JUL 2017)  
Clause 4 Compliance With Federal, State, And Municipal Law (JUL 2017)  
Clause 5 Inconsistency With Federal Law (JUL 2017)  
Clause 7 Contracting Officer's Representative (OCT 2018)  
Clause 10 Federal Stewardship (OCT 2018)  
Clause 11 Substantial Involvement (OCT 2018)  
Clause 12 Nondisclosure And Confidentiality Agreements Assurances (JUL 2017)  
Clause 13 Foreign Work and Travel (JUL 2021)  
Clause 14 Purchases (JUL 2017)  
Clause 15 Lobbying Restrictions (JUL 2017)  
Clause 16 Export Controls (JUL 2017)  
Clause 18 Extensions Of Period Of Performance (JUL 2017)  
Clause 19 Property Trust Relationship & Insurance Coverage (JUL 2017)  
Clause 21 Property – Supplies And Equipment (JUL 2017)  
Clause 22 Title To And Disposition Of Property (OCT 2018)  
Clause 23 Record Retention (JUL 2021)  
Clause 24 Audits (OCT 2018)  
Clause 25 Suspension Or Termination (JUL 2017)  
Clause 26 Claims, Disputes, And Appeals (JUL 2017)  
Clause 27 Reporting Program Performance (JUL 2021)  
Clause 29 Payment Requests (JUL 2017)  
Clause 31 Reimbursement Payment & Financial Reporting Requirements (OCT 2018)  
Clause 32 Budget Changes (JUL 2021)  
Clause 34 Insolvency, Bankruptcy Or Receivership (OCT 2018)  
Clause 35 Nondiscrimination In Federally Assisted Programs (JUL 2017)  
Clause 36 Environmental Protection (JUL 2021)  
Clause 37 Endangered Species Act Requirements (JUL 2021)  
Clause 38 NEPA Requirements (JUL 2021)  
Clause 39 Felony Conviction And Federal Tax Liability Assurances (JUL 2017)  
Clause 40 Drug-Free Workplace Requirements For Financial Assistance Awards (JUL 2017)  
Clause 43 Indemnity (OCT 2018)  
Clause 44 Environmental, Safety, And Health (OCT 2018)  
Clause 45 Small Unmanned Aircraft (UAS) (JUL 2021)  
Clause 46 Closeout (JUL 2021)  
Clause 47 National Historic Preservation Act Requirements (JUL 2021)  
Clause 48 Policy Authorization To Utilize GSA Vehicles (JUN 2022)  
Clause 49 Authorization To Utilize GSA Vehicles (JUN 2022)  
Clause 51 Information Assurance (MAY 2023)

### CLAUSES INCORPORATED BY FULL TEXT

#### CLAUSE 17 PUBLICATIONS (JUL 2017)

BPA encourages the Recipient to publish or otherwise make publicly available the results of work performed under this Award. The Recipient is required to include the following acknowledgement in

publications arising out of or relating to work performed under this Award:

*Acknowledgment:* “The information, data, or work presented herein was funded in part by the Bonneville Power Administration under Award Number 92985. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

## STATUTORY AND NATIONAL POLICY REQUIREMENTS

Financial assistance awards are subject to the following statutory and national policy requirements below. By signing or accepting the funds under the financial assistance award, the recipient agrees that it will comply with applicable provisions below.

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
<b>NONDISCRIMINATION</b>				
On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by:  DOE at 10 CFR Part 1040	All	All	All	Requirements flow down to subrecipients.
On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp., p. 339], as implemented by Department of Labor regulations at 41 CFR Part 60 and EPA at 40 CFR Parts 7 and 12.	Grants, cooperative agreements, and other prime awards defined at 40 CFR 60-1.3 as "Federally assisted construction contract."	All	Awards under which construction is to be done.	Requirements flow down to construction subrecipients.
On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.).  DOE at 10 CFR Part 1040	All	Education al institution [for sex discrimination, excepts all Institution controlled by religious organization, when inconsistent with the organization's religious tenets].		
On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.  DOE at 10 CFR Part 1040	Grants, cooperative agreements, and other awards defined at 45 CFR 90.4 as "Federal financial assistance."	All	All	Requirements flow down to subrecipients.

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
On the basis of handicap, in:  1. Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as implemented by Department of Justice regulations at 28 CFR Part 41 and DOE at 10 CFR Part 1040.	Grants, cooperative agreements, and other awards included in "Federal financial assistance"	All	All	Requirements flow down to subrecipients.
2. The Architectural Barriers Act of 1968 (42 USC 4151, et seq.).	Grant or loan	All	Construction or alteration of buildings or facilities, except those restricted to use only by able-bodied uniformed personnel.	
3. Americans with Disabilities Act.  42 USC 12101 et. seq	All	All		
<b>LIVE ORGANISMS</b>				
For human subjects:				
For human subjects, the Common Federal Policy for the Protection of Human Subjects. Codified by the:  DOE at 10 CFR Part 745	All	All	Research, development, test, or evaluation involving live human subjects.	Requirements flow down to subrecipients
P.L. 104-191 Health Insurance Portability and Accountability Act (HIPAA)	As applicable	Covered Entities	As applicable	Limits uses of protected health information (PHI) collected or maintained by researchers within a covered entity or access to PHI from a covered entity. Research uses do not require Business Associate Agreements (defined at 45 CFR part 164 504 (e)(1) between collaborating institutions. Guidance available at <a href="http://privacyruleandresearch.nih.gov/">http://privacyruleandresearch.nih.gov/</a>
For animals:	All	All		Requirements flow down to subrecipients.

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
Rules on animal acquisition, transport, care, handling, and use in: (i) 9 CFR Parts 1-4, Department of Agriculture rules that implement the Laboratory Animal Welfare Act of 1966 (7 US+160C. 2131-2156). Public Health Service Agencies must follow requirements in the PHS Policy on Humane Care and Use of Laboratory Animals, which implements PL 99-158, Sec. 495. NASA requirements for animal welfare are set forth at 14 CFR Part 1232 EPA at 40 CFR Part 40. For USDA/CSREES, "In the case of domestic farm animals housed under farm conditions, the institution should adhere to the principles stated in the Guide for the Care and Use of Agricultural Animals in Agriculture and Teaching, Federation of Animal Science Societies, 1999."	All	All	Research, experimentation, or testing involving the use of animals USDA regulations exempt birds, most rats and mice bred for research, and farm animals used for agricultural research.	
Rules of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227) implementing laws and conventions on the taking, possession, transport, purchase, sale, export, or import of wildlife and plants, including the: Endangered Species Act of 1973 (16 U.S.C. 1531-1543); Marine Mammal Protection Act (16 U.S.C. 1361-1384); Lacey Act (18 U.S.C. 42); and Convention on International Trade in Endangered Species of Wild Fauna and Flora.	All	All	Activities which may involve or impact wildlife and plants.	
<b>ENVIRONMENTAL STANDARDS</b>				
Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. Seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799].  EPA at 40 CFR Part 6	All	All	All, for Clean Air Act, Clean Water Act, and Executive Order 11738.	Requirements flow down to subrecipients.



Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
<p>The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et. seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.</p> <p>DOE at 10 CFR Part 1021</p>				
<p>Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas.</p> <p>DOE at 10 CFR Part 1022</p>	All	All	Awards involving construction, land acquisition or development, with some exceptions [see 42 U.S.C. 4001, et. seq.].	The Council on Environmental Quality's regulations for implementing NEPA are at 40 C.F.R. Parts 1500-1508. Executive Order 11514 [3 CFR, 1966-1970 Comp., p. 902], as amended by Executive Order 11991, sets policies and procedures for considering actions in the U.S. Executive Orders 11988 [3 CFR, 1977 Comp., p. 117] and 11990 [3 CFR, 1977 Comp., p. 121] specify additional considerations, when actions involve floodplains or wetlands, respectively.
<p>All existing or proposed components of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C.1271, et seq.).</p> <p>EPA at 40 CFR Part 6</p>	Grants, cooperative agreements , and other "financial assistance" (see 16 U.S.C. 3502).	All	Awards that may affect existing or proposed element of National Wild and Scenic Rivers system.	Requirements flow to subrecipients.
<p>Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C. 300h-3).</p> <p>EPA at 40 CFR Part 6</p>	All	All	Construction in All area with aquifer that the EPA finds would create public health hazard, if contaminated.	42 U.S.C. 300h-3(e) precludes awards of Federal financial assistance for all projects that the EPA administrator determines may contaminate a sole-source aquifer so as to threaten public health.

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
Resource Conservation and Recovery Act  42 USC 6901	All	Awards to states or a political subdivision of a state (which for this purpose includes state and local institutions of higher education or hospitals)		
<b>HEALTH &amp; SAFETY GUIDELINES</b>				
Applicable OSHA Standards in Laboratories  29 CFR 1910.1030 Bloodborne Pathogens; 29 CFR 1910.1450, Occupational Exposure to Hazardous Chemicals in Laboratories	All	All	Research involving use of hazardous chemicals or bloodborne pathogens	
Handling and transport of etiologic agents  Procedures for Domestic Handling and Transport of Diagnostic Specimens and Etiologic Agents, 1994 (3rd ed.), H5a3doc.75, National Committee for Clinical Laboratory Standards	All	All	Research involving etiologic agents	
Hotel and Motel Fire Safety Act of 1990 - P.L. 101-39  40 USC 327-333	Conference or meeting support	All	Alterations and Renovations > \$500,000	
Labor Standards under Federally Assisted Construction: Construction Work Hours and Safety Standards Act  40 USC 327-333	All	All	Alterations and Renovations > \$500,000	
Text Messaging While Driving - EO 13513	All	All	When performing work for or on behalf of government	Adopt and enforce policies that ban text messaging while driving.
Increasing Seat Belt Use in the United States Executive Order 13043, Increasing Seat Belt Use in the United States, dated, April 16, 1997	All	All		In accordance with the Executive Order, "grantees are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles."

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
<b>NATIONAL SECURITY GUIDELINES</b>				
Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, dated September 23, 2001.	All			
<b>GENERAL/MISCELLANEOUS REQUIREMENTS</b>				
Drug Free Workplace  41 USC 701 et seq. DOE at 10 CFR Part 607	All	All		
Civil False Claims Act  31 USC 2739	All	All	All	
Criminal False Claims Act  18 USC 287 and 1001 31 USC 3801, 45 CFR 79	All	All	All	
Government-wide Debarment and Suspension (Nonprocurement)  DOE at 10 CFR 1036	All	All		
Lobbying Prohibitions 31 USC 1352, stipulates that (1) No Federal appropriated funds have been paid or will be paid, any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit the SF Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.  DOE at 10 CFR Part 601	All			Requirements flow down to construction subrecipients.
Metric System  15 USC 205 and Executive Order 12770	All	All	All	

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
<p>Misconduct in Science</p> <p>Policies and responsibilities associated with prevention, detection, and handling of misconduct in science allegations as stipulated in regulations:</p> <p>DOE at 10 CFR Part 733</p> <p>[Federal Register: December 6, 2000 (Volume 65, Number 235)] [Notices] [Page 76260-76264]</p>	All	All	All	
<p>National Historic Preservation</p> <p>The recipient agrees to identify to the awarding agency all property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide all the help the awarding agency may need, with respect to the award.</p> <p>16 USC 470f</p>	All	All	All	
<p>Paperwork Reduction Act</p> <p>44 USC 3501</p>	All	All	<p>When data is collected from respondents using a questionnaire or other survey instrument. See, however, M-11-07 dated 12/9/10 entitled, "Facilitating Scientific Research by Streamlining the Paperwork Reduction Act Process." <a href="https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2011/m11-07.pdf">https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2011/m11-07.pdf</a></p>	<p>Data collection activities, if any, performed under this project are the responsibility of the recipient, and awarding agency support of the project does not constitute approval of any survey design, questionnaire content, or data collection procedures. The recipient shall not represent to respondents that such data are being collected for or in association with Bonneville without the specific written approval of the Bonneville CO. However, this requirement is not intended to preclude mention of Bonneville support of the project in response to an inquiry or acknowledgment of such support in any publication of these data.</p>

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
U.S. Flag Air Carriers  49 USC 40118 See also General Services Administration amendment to the Federal Travel Regulations, Federal Register (Vol. 63, No. 219, 63417-63421)	All	All	Any air transportation to, from, between, or within a country other than the U.S. of persons or property, the expense of which will be assisted by Federal funding, must be performed by or under a code-sharing arrangement with a U.S.-flag air carrier if service provided by such a carrier is available (see Comp Gen. Decision B-240956, dated September 25, 1991).	
Trafficking in Persons By signing or accepting funds under the agreement, the recipient agrees that it will comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as implemented by 2 CFR 175.	All	175.15 (b)I.a. applies to private entities 175.15(b) I.b. applies to other than private entities if award includes subrecipient award to a private entity 117.15(b)I .c. applies to all recipients		Requirements flow down to subrecipients.
Whistleblower Protection  Awardees are notified of the applicability of 41 U.S.C. § 4712, as amended by P.L. 112-239, providing protection for whistleblowers.	All	All	All	
Use of United States Flag Vessels  46 CFR 381	All	All		
Patents, Trademarks and Copyrights  35 USC 202-204 and 37 CFR 401	All	Awards to non-profits and small businesses		

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
Privacy Act 5 USC 552a	All	All		
Pro Children Act 20 USC 7183	All	All	All awards performed in facilities where children are served.	
Uniform Relocation Assistance and Real Property Acquisition Policies Act 42 USC 4601 and 49 CFR 24	All	All		
Constitution Day PL 108-447	All	Education al Institutions		
Copeland Act 40 USC 4135	All	All		
Davis Bacon Act 40 USC 3141 et.seq	All	All		
Earthquake Hazards Reduction Act 42 USC 7701 et seq., EO 12699	All	All	Construction awards within applicable geographic areas	
Freedom of Information Act 5 USC 552	All	All		
Hatch Act 5 USC 7321-7328	All	State or Local Governments		
Limited English Proficiency EO 13166	All	All		
Native American Graves Protection and Repatriation 25 USC 3001-3013	All	All		



## Statement of Work Report

Data Current as of: 07/26/2023

Report Printed: 07/26/2023

**Project Title:** Select Area Fisheries Enhancement  
**Project #:** 1993-060-00  
**Contract Title:** 1993-060-00 EXP SAFE - CLATSOP CO 2024  
**Contract #:** 92985  
**Province:** Columbia River      **Subbasin:** Columbia Estuary  
**Workorder Task(s):** WO: 00032127  
Task: 1  
**Perf. Period Budget:** \$525,045      **Perf. Period:** 10/1/2023 - 9/30/2024  
**Contract Type:** Coop      **Pricing Type:** Cost Reimbursement (CNF)  
**Contractor(s):** Clatsop County Fisheries (Prime - CLATCOUN00)  
**BPA Internal Ref:** 92985

**SOW Validation:** Last validated 06/28/2023 with 0 problems, and 0 reviewable items

<b>Contract Documents:</b>	<a href="#">Transmittal Memo (06/28/2023)</a>	Transmittal Memo for CR-364973
	<a href="#">Budget - Contract (06/28/2023)</a>	CR-364973 1 Budget
	<a href="#">Property Inventory (06/28/2023)</a>	CR-364973 1 Inventory

### Contract Description:

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

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

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

### Contacts:

Name	Role	Organization	Phone/Fax	Email	Address
John Skidmore	F&W Approver	Bonneville Power Administration	(503) 230-5494 / NA	<a href="mailto:jtskidmore@bpa.gov">jtskidmore@bpa.gov</a>	905 NE 11th Ave. Portland OR 97232





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Tucker Jones	Interested Party	Oregon Department of Fish and Wildlife	(971) 673-6067 / NA	<a href="mailto:tucker.a.jones@odfw.oregon.gov">tucker.a.jones@odfw.oregon.gov</a>	
Steve Meshke	Contract Manager	Clatsop County Fisheries	(503) 325-6452 / NA	<a href="mailto:spmeshke@clatsopcounty.gov">spmeshke@clatsopcounty.gov</a>	2001 Marine Drive, Rm 253 Astoria OR 97103
Patrick Hulett	Technical Contact	Washington Department of Fish and Wildlife (WDFW)	(360) 577-0197 / NA	<a href="mailto:patrick.hulett@dfw.wa.gov">patrick.hulett@dfw.wa.gov</a>	
Daniel Gambetta	Env. Compliance Lead	Bonneville Power Administration	(503) 230-3493 / NA	<a href="mailto:dagambetta@bpa.gov">dagambetta@bpa.gov</a>	905 NE 11th Ave Portland OR 97211
Erica Keyser	Administrative Contact	Clatsop County Fisheries	(503) 325-6452 / (503) 325-2753	<a href="mailto:ekkeyser@clatsopcounty.gov">ekkeyser@clatsopcounty.gov</a>	Clatsop County Fisheries 2001 Marine Drive, Rm 253 Astoria OR 97103
Cameron Duff	Technical Contact	Oregon Department of Fish and Wildlife	(971) 673-6057 / NA	<a href="mailto:cameron.m.duff@state.or.us">cameron.m.duff@state.or.us</a>	17330 SE Evelyn St. Clackamas OR 97015
Daniel Affonso	Contracting Officer	Bonneville Power Administration	(503) 230-3893 / NA	<a href="mailto:dxaffonso@bpa.gov">dxaffonso@bpa.gov</a>	P.O. Box 3621 Portland OR 97208-3621
Jessica Power	CO Assistant	Bonneville Power Administration	(503) 230-4023 / NA	<a href="mailto:jdpower@bpa.gov">jdpower@bpa.gov</a>	P.O. Box 3621 NSSP-4 Portland OR 97208-3621
Julian Gingerich	Supervisor	Clatsop County Fisheries	(503) 325-6452 / NA	<a href="mailto:jgingerich@clatsopcounty.gov">jgingerich@clatsopcounty.gov</a>	2001 Marine Drive, room 253 Astoria OR 97103

**Work Element Budget Summary:**

<b>Work Element - Work Element Title</b>	<b>EC Needed*</b>	<b>Estimate</b>	<b>(%)</b>
A : 165. Produce Environmental Compliance Documentation - Produce Environmental Compliance Documentation		\$10,501	(2.00%)
B : 174. Produce Plan - Produce Hatchery Management Plan for spring Chinook, fall Chinook and coho salmon	*	\$10,501	(2.00%)
C : 176. Produce Hatchery Fish - 2022 brood hatchery spring Chinook	*	\$194,267	(37.00%)
D : 176. Produce Hatchery Fish - 2022 brood early stock lower Columbia River hatchery Coho	*	\$246,771	(46.99%)
E : 141. Produce Other Reports - Other Reports for BPA		\$15,751	(2.99%)
F : 119. Manage and Administer Projects - Select Area		\$15,751	(2.99%)



## Fisheries Enhancement Project Management

G : 132. Produce (Annual) Progress Report - Multi Year FY2006 - 2025 Synthesis Report - CCF Contribution provided to ODFW	\$21,002	(4.00%)
H : 185. Produce CBFish Status Report - Quarterly Status Reports	\$10,501	(2.00%)
Total:	\$525,045	

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

## Statement of Work Report

### Work Element Details

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

<b>Title:</b>	Produce Environmental Compliance Documentation
<b>Description:</b>	All environmental compliance related to fish production is covered under NMFS Biological Opinion (1998) and 300-J NPDES permits from OR DEQ. All fisheries actions and fisheries research are covered under NMFS Biological Opinion regarding "2018-2027 U.S. v Oregon Management Agreement".  Link to ESA Biological Opinion (1998) for SAFE <a href="https://pcts.nmfs.noaa.gov/pls/pcts-pub/sxn7.pcts_upload.summary_list_biop?p_id=459">https://pcts.nmfs.noaa.gov/pls/pcts-pub/sxn7.pcts_upload.summary_list_biop?p_id=459</a>
<b>Deliverable Specification:</b>	All environmental compliance related to fish production is covered under NMFS Biological Opinion (1998)  * 300-J National Pollutant Discharge Elimination System (NPDES) permit from OR DEQ. Clatsop County Fisheries has finalized the permitting review process and was issued a new NPDES Permit from DEQ effective January 1, 2019 with an expiration date of November 30, 2023. The Federal Permit Number is OR0040631.
<b>Work Element Budget:</b>	* ESA permit - Section 10 permit \$10501 (2.00%)
<b>Planned Metrics:</b>	* Are herbicides used as part of work performed under this contract?: No * Will water craft, heavy equipment, waders, boots, or other equipment be used from outside the local watershed as part of work performed under this contract?: No * Are unmanned aerial systems (drones/sUAS/UAV) used to perform work in this contract?: No

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Participate in ESA Consultation	10/1/2023	10/31/2023	Inactive	Work may include drafting BA (or other ESA documentation), completing HIP forms, submitting high risk project designs to the EC Lead, providing copies of Section 10, 4(d), or 6 permits, etc., or submitting Hatchery Genetic Management Plan to BPA for review and ESA consultation initiation, and providing input for the ensuing consultation. Once the program has completed Section 7 consultation and has obtained relevant permits or authorizations (Section 10, 4 (d), etc), be familiar with and follow all terms and conditions, including annual reporting, associated with the ESA consultation or permit. Notify BPA immediately of any instances when take has been exceeded or terms and conditions or conservation measures have been violated.
B. Complete and document public involvement activities and provide to EC Lead	10/1/2023	10/31/2023	Inactive	Public involvement is any outreach to the public or landowners about specific actions that are proposed. This could be public letters, meetings, newspaper notices, posted notices at local facilities, or information booths at local events.
C. Obtain/Renew applicable local, state, federal and tribal environmental permits	10/1/2023	10/31/2023	Inactive	Work done to obtain permits such as Sec. 401 or 404 (including RGP process), shoreline, NPDES, or any other required federal, state, or local permits. Send copies of final permits to EC Lead as requested.



Milestone Title	Start Date	End Date	Status	Milestone Description
D. Inspect water craft, waders, boots, etc. to be used in or near water for aquatic invasive species	10/1/2023	9/30/2024	Inactive	Aquatic invasive Species Guidance: Uniform Decontamination Procedures: <a href="http://www.aquaticnuisance.org/wordpress/wp-content/uploads/2009/01/Recommended-Protocols-and-Standards-for-Watercraft-Interception-Programs-for-Dreissenid-Mussels-in-the-Western-United-States-September-8.pdf">http://www.aquaticnuisance.org/wordpress/wp-content/uploads/2009/01/Recommended-Protocols-and-Standards-for-Watercraft-Interception-Programs-for-Dreissenid-Mussels-in-the-Western-United-States-September-8.pdf</a> -- Best management guidance for boaters: <a href="http://www.westernais.org">http://www.westernais.org</a> -- Aquatic Nuisance Species newsletter: <a href="http://www.aquaticnuisance.org/newsletters">http://www.aquaticnuisance.org/newsletters</a> -- State Aquatic Invasive Species Management Plans: Oregon: <a href="http://www.aquaticnuisance.org/wordpress/wp-content/uploads/2009/01/Recommended-Protocols-and-Standards-for-Watercraft-Interception-Programs-for-Dreissenid-Mussels-in-the-Western-United-States-September-8.pdf">http://www.aquaticnuisance.org/wordpress/wp-content/uploads/2009/01/Recommended-Protocols-and-Standards-for-Watercraft-Interception-Programs-for-Dreissenid-Mussels-in-the-Western-United-States-September-8.pdf</a> -- Washington: <a href="http://www.wdfw.wa.gov/publications/pub.php?id=00105">http://www.wdfw.wa.gov/publications/pub.php?id=00105</a> -- Montana: <a href="http://www.anstaskforce.gov/Montana-FINAL_PLAN.pdf">http://www.anstaskforce.gov/Montana-FINAL_PLAN.pdf</a> -- Idaho: <a href="http://www.anstaskforce.gov/stateplans.php">http://www.anstaskforce.gov/stateplans.php</a>
E. Inspect and, if necessary, wash vehicles and equipment infested with terrestrial invasive species	10/1/2023	9/30/2024	Inactive	Prevent spread of invasive species by identifying and removing invasive species from work vehicles and equipment. Consult resources such as the Plants Database ( <a href="http://plants.usda.gov/index.html">http://plants.usda.gov/index.html</a> ) or the NatureServe Explorer ( <a href="http://www.natureserve.org/explorer/">http://www.natureserve.org/explorer/</a> ) with assistance identifying invasive plants. Other resources include state natural resource offices ( <a href="https://www.fws.gov/offices/statelinks.html">https://www.fws.gov/offices/statelinks.html</a> ) or a local U.S. Fish and Wildlife Service Office ( <a href="https://www.fws.gov/offices/">https://www.fws.gov/offices/</a> ).
<b>Deliverable: F. BPA EC Compliance Met</b>		10/31/2023	Inactive	<i>See the Deliverable Specification above</i>

**B: 174. Produce Plan**

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

**Description:** Provide attachment of the 2024 hatchery management plan for hatchery spring Chinook, fall Chinook and early lower Columbia River coho reared and released from Clatsop County Fisheries' rearing sites.

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

**Work Element Budget:** \$10501 (2.00%)

**Primary Focal Species:** Chinook (O. tshawytscha) - Upper Willamette River ESU

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Environmental compliance requirements complete	10/1/2023	10/1/2023	Completed	On-the-ground work associated with this work element cannot proceed until this milestone is complete. Milestone is complete when final documentation is received from BPA environmental compliance staff.
B. Produce Annual Operation Plan and upload under attachments Annual 2024 Hatchery Management Plan	10/1/2023	10/1/2023	Inactive	Upload document under attachments for this CR (contract)
<b>Deliverable: C. Produce 2024 Hatchery Management Plan</b>		10/1/2023	Inactive	<i>See the Deliverable Specification above</i>

**C: 176. Produce Hatchery Fish**

**Title:** 2022 brood hatchery spring Chinook

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

**Deliverable Specification:** 650,000 2022 brood spring Chinook released from Youngs Bay net pens, and 150,000 from Blind Slough net pens.

The over-winter fish are received as fingerlings in November 2023. 400,000 from Gnat Creek Hatchery and 250,000 from Big Creek Hatchery will be received into the Youngs Bay net pens. 150,000 will be received from Gnat Creek Hatchery at the Blind Slough net pens. The fish are reared (fed, weighed, treated, inventoried, change nets) until



**Work Element Budget:** March of the following year and released directly from the pens.  
\$194267 (37.00%)

**Planned Metrics:**

- \* Purpose of production program : Harvest Augmentation
- \* # juveniles you released to the natural environment during this contract period: 800000
- \* Secondary purpose of production program (if any) : Harvest Augmentation
- \* Brood Year: 2022
- \* # of juveniles imported from a non BPA-funded facility: 800000

**Locations:**

2

**Primary Focal Species:** Chinook (O. tshawytscha) - Upper Willamette River ESU

**Country:** US

**NPCC Subbasin:** Columbia Estuary

**State:** OR

**HUC5 Watershed:** Multiple

**County:** Clatsop

**HUC6 Name:** Multiple

**Salmonid ESUs Present:** Columbia River Chum Salmon ESU (Accessible) | Lower Columbia River Chinook Salmon ESU (Accessible) | Lower Columbia River Coho Salmon ESU (Accessible)

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Environmental compliance requirements complete	10/1/2023	10/1/2023	Completed	On-the-ground work associated with this work element cannot proceed until this milestone is complete. Milestone is complete when final documentation is received from BPA environmental compliance staff.
B. Receive spring Chinook fingerlings and rear at Youngs Bay net pens until release	10/1/2023	3/31/2024	Inactive	Receive 400,000 2022 brood spring Chinook fingerlings from Gnat Creek Hatchery and 250,000 2022 brood spring Chinook from Big Creek hatchery to rear over winter at Youngs Bay net pens until release
C. Receive spring Chinook fingerlings at Blind Slough net pens and rear until release	10/1/2023	3/31/2024	Inactive	Receive 150,000 2022 brood spring Chinook fingerlings from Gnat Creek Hatchery to rear at Blind Slough net pens until release
D. Release spring Chinook smolts from Youngs Bay net pens	3/1/2024	3/31/2024	Inactive	Release 650,000 2022 brood spring Chinook smolts at Youngs Bay net pens. For optimum release conditions to avoid as much predation as possible, a time is chosen when the tides are highest during hours after dark and then the nets are pulled out and the fish leave the pens of their own volition.
E. Release spring Chinook smolts from Blind Slough net pens	3/1/2024	3/31/2024	Inactive	Release 150,000 2022 brood spring Chinook smolts from Blind Slough net pens. For optimum release conditions to avoid as much predation as possible, a time is chosen when the tides are highest during hours after dark and then the nets are pulled out and the fish leave the pens of their own volition.
F. Site maintenance	10/1/2023	9/30/2024	Inactive	The infrastructure and equipment required for the rearing of salmon smolts at the various net pens site requires continuous ongoing repair and replacement. After several seasons of use many items fail due to normal wear and the harsh wet environment that the times are used in. These are a few examples of times that need regular replacement: Bird covers, nets for the net pens, mooring lines and chains for the pens structures, pressure washers, scales used for doing fish weight samples, net pen decking, and other hand tools used in daily maintenance of the pens. Many of the infrastructure items of the project have been around since the 1980's and are in need of replacement or upgrading. These items include the feed storage trailer and storage buildings, gangways, pier walkways and handrails, and the net pen structures.
<b>Deliverable: G. 800,000 2022 brood spring Chinook smolts</b>		3/31/2024	Inactive	<i>See the Deliverable Specification above</i>

#### **D: 176. Produce Hatchery Fish**

**Title:** 2022 brood early stock lower Columbia River hatchery Coho

**Description:** Perform all activities associated with over-winter rearing and release of 2022 brood early stock lower Columbia River Coho at Tongue Point MERTS net-pen site and Youngs Bay net pens Fish are received as fingerlings into net pens for final rearing to smolt stage and released from the pens. Receipt of fish, feeding, net changing and washing, weighing, mortality monitoring and possible disease treatment all take place during rearing.

**Deliverable Specification:** 540,000 Coho 2022 brood received in October as fingerlings from Clackamas Hatchery and reared over-winter at the Tongue Point MERTS net-pen site for release in April.

825,000 Coho 2022 brood received from Oxbow Hatchery and reared over-winter at the Youngs Bay net pen site for release in April



**Work Element Budget:** \$246771 (47.00%)

**Planned Metrics:**

- \* Purpose of production program : Harvest Augmentation
- \* # juveniles you released to the natural environment during this contract period: 1365000
- \* Secondary purpose of production program (if any) : Harvest Augmentation
- \* Brood Year: 2022
- \* # of juveniles imported from a non BPA-funded facility: 1365000

**Locations:**

**Primary Focal Species:** Coho (Oncorhynchus kisutch) - Lower Columbia River ESU

**Country:** US

**NPCC Subbasin:** Columbia Estuary

**State:** OR

**HUC5 Watershed:** Baker Bay-Columbia River

**County:** Clatsop

**HUC6 Name:** Baker Bay-Columbia River

**Salmonid ESUs Present:** Columbia River Chum Salmon ESU (Accessible) | Lower Columbia River Chinook Salmon ESU (Accessible) | Lower Columbia River Coho Salmon ESU (Accessible)

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Environmental compliance requirements complete	10/1/2023	10/1/2023	Completed	On-the-ground work associated with this work element cannot proceed until this milestone is complete. Milestone is complete when final documentation is received from BPA environmental compliance staff.
B. Receive and rear Coho fingerlings at Tongue Point MERTS site	10/1/2023	4/30/2024	Inactive	Receive 540,000 2022 brood Coho fingerlings from Clackamas Hatchery to rear over-winter at the Tongue Point MERTS net-pen site
C. Release Coho smolts from Tongue Point MERTS net pens	4/1/2024	4/30/2024	Inactive	Release 540,000 2022 brood Coho smolts from Tongue Point MERTS net pens. For optimum release conditions to avoid as much predation as possible, a time is chosen when the tides are highest during hours after dark and then the nets are pulled out and the fish leave the pens of their own volition.
D. Receive and rear Coho fingerlings at Youngs Bay net pens	10/1/2023	4/30/2024	Inactive	Receive and rear 825,000 Coho fingerlings at Youngs Bay net pens
E. Release Coho smolts from Youngs Bay net pens	4/1/2024	4/30/2024	Inactive	Release 825,000 2022 brood Coho smolts from Youngs Bay net pens. For optimum release conditions to avoid as much predation as possible, a time is chosen when the tides are highest during hours after dark and then the nets are pulled out and the fish leave the pens of their own volition.
<b>Deliverable: F. 1,365,000 2022 brood early stock lower Columbia River hatchery Coho smolts</b>		4/30/2024	Inactive	<i>See the Deliverable Specification above</i>

## E: 141. Produce Other Reports

**Title:** Other Reports for BPA

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

**Deliverable Specification:** Actual contribution receipts will be compared with fish landing information at each Select Area site to determine level of participation. A spreadsheet showing the amount collected by each processor for fisherman and processor portions is generated and kept on file as part of the financial records of the program. The 2023 summary report will be prepared and attached after landings have been received from Oregon Dept. of Fish and Wildlife at the end of each season.

**Work Element Budget:** \$15751 (3.00%)

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Complete summary of 2023 summer and fall fishery contributions	11/1/2023	5/31/2024	Inactive	Complete receipt and summary of 2023 summer and fall fishery contributions





Milestone Title	Start Date	End Date	Status	Milestone Description
B. Prepare & attach 2023 winter, spring, summer and fall assessment contributions	1/1/2024	5/31/2024	Inactive	Complete summary spreadsheet of all Oregon 2023 SAFE voluntary assessment contributions and attach in Pisces.
C. Complete summary of 2024 winter and spring fishery contributions	2/1/2024	7/31/2024	Inactive	Complete receipt and summary of 2024 winter and spring fishery contributions
D. Begin receiving 2024 summer and fall fishery contributions	7/1/2024	9/30/2024	Inactive	Receive contributions from 2024 summer and fall fishery
<b>Deliverable: E. Complete and attach 2023 winter, spring, summer and fall assessment contributions</b>		5/31/2024	Inactive	<i>See the Deliverable Specification above</i>

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

<b>Title:</b>	Select Area Fisheries Enhancement Project Management
<b>Description:</b>	Complete administrative work in support of Bonneville Power Administration's programmatic requirements for the Select Area Fisheries Enhancement Project. This will require coordination meetings with all three entities; Washington Dept. of Fish & Wildlife, Oregon Dept. of Fish & Wildlife, and Clatsop County Fisheries. These will occur on a bi-monthly basis (6/year).
<b>Deliverable Specification:</b>	Provide effective implementation and administration: a) evaluate current workload and monitor implementation progress; b) develop work plan consistent with expected budget availability and potential tasks or projects; c) integrate and manage planning, permitting, environmental compliance, and coordinated implementation of contract actions; and (d) provide contract's financial status report at least once a year attached in contract Documents.
<b>Work Element Budget:</b>	\$15751 (3.00%)

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Error-check & update actual WE budget spending w/in 4 months (reflect contract close-out value)	10/1/2023	1/31/2024	Inactive	No later than 4 months after the end of the previous contract 90961, (a) open the prior-year contract SOW at the "WE Budget" tab; and (b) enter "Updated" WE budget amounts to reflect the final contract close-out amount actually spent by the contractor.
B. Submit final invoice for prior contract within 90 days to facilitate contract 90961 closeout	10/1/2023	12/31/2023	Inactive	Within 90 days of the last day of the PRIOR contract 90961, the contractor shall issue a final invoice. In instances where more than 90 days is needed (e.g., because subcontractors have not invoiced), the contractor shall: 1. review records, 2. estimate all outstanding costs, and 3. provide BPA with a single, cumulative estimate of all completed, but uninvoiced work. This amount shall be emailed to FWinvoices@bpa.gov and the COR.
C. Facilitate inputting Cost Share information into CBFish at the Project level	10/1/2023	11/15/2023	Inactive	There are multiple contractors under this project and I am the lead project Proponent. I will solicit cost share information for the previous federal FY from project partners and enter previous FY's Cost Share information on the Project Cost Share tab by Nov 15 for all project partners.
D. Comply with all applicable federal, state, tribal and local safety requirements, including reporting	10/1/2023	9/30/2024	Inactive	As described in the contract's Terms and Conditions, the contract manager and contractor shall comply with all applicable federal, state, tribal and local safety laws, rules, regulations and requirements.
E. Revise Line Item Budget to incorporate change in indirect rate for the remaining contract period	10/1/2023	9/30/2024	Inactive	Work with the COR to revise the Line Item Budget and update indirect rate if the rate changes during the contract period. This is required if the new indirect rate is to be applied for the remainder of the contract period.



Milestone Title	Start Date	End Date	Status	Milestone Description
F. Submit 2025 Draft SOW/budget to BPA PM	6/1/2024	6/30/2024	Inactive	Complete draft SOW in PISCES and submit via PISCES SOW tab "submit button" and a draft line item budget in excel to PM. Respond to COTR comments and suggestions for SOW/budget and conduct internal review if necessary.  A CR will be created by the BPA PM in PISCES for a draft and BPA will notify Clatsop County with CR number and appropriate due date.
G. Finalize 2025 contract package with BPA PM	7/1/2024	7/17/2024	Inactive	Work with PM to finalize 2025 contract package - responding to comments and suggestions. Providing final line item budget and property if applicable.  Allows BPA contracting officer adequate time to issue a new contract and sufficient time for Clatsop County's review and return of package with signatures.
H. Bi-monthly project coordination meetings with WDFW and ODFW	10/1/2023	9/30/2024	Inactive	Co-host bimonthly meetings for coordination of all project activities
<b>Deliverable: I. Effective implementation management and timely contract administration</b>		9/30/2024	Inactive	<i>See the Deliverable Specification above</i>

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

**Title:** Multi Year FY2006 - 2025 Synthesis Report - CCF Contribution provided to ODFW

**Description:** SAFE project proponents will prepare a multi-year synthesis report covering winter, spring, summer and fall activities and in-depth analysis and trends from years 2006 - 2025. The report will address ISRP comments/suggestions resulting from the categorical Review of Anadromous Fish Habitat and Hatchery Projects for the 2021-2022 review cycle.

The 2006-2025 SAFE synthesis report will be located under the Oregon Department of Fish and Wildlife SAFE contract for FY 2027. The multi-year synthesis report will be due August 2027.

For more information on reporting requirements, please see report guidance located at <https://www.cbfish.org/Help.mvc/GuidanceDocuments>.

**Deliverable Specification:**

**Work Element Budget:** \$21002 (4.00%)

**Planned Metrics:**

- \* Start date of reporting period : 1/1/2006
- \* End date of reporting period : 12/31/2025

**H: 185. Produce CBFish Status Report**

**Title:** Quarterly Status Reports

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

**Deliverable Specification:**

**Work Element Budget:** \$10501 (2.00%)

Milestone Title	Start Date	End Date	Status	Milestone Description
A. Oct-Dec 2023 (10/1/2023 - 12/31/2023)	1/1/2024	1/15/2024	Inactive	





Milestone Title	Start Date	End Date	Status	Milestone Description
B. Jan-Mar 2024 (1/1/2024 - 3/31/2024)	4/1/2024	4/15/2024	Inactive	
C. Apr-Jun 2024 (4/1/2024 - 6/30/2024)	7/1/2024	7/15/2024	Inactive	
D. Final Jul-Sep 2024 (7/1/2024 - 9/30/2024)	9/16/2024	9/30/2024	Inactive	

#### Inadvertent Discovery Instructions

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

Inadvertent Discovery of Cultural Resources Procedure form:

<https://www.bpa.gov/efw/FishWildlife/InformationforContractors/IFCDocuments/InadvertentDiscoveryProcedure.pdf>

**1993-060-00 - Select Area Fisheries Enhancement Project**  
**Clatsop County Fisheries Budget**  
**October 1, 2023 - September 30, 2024**

					<b>Costs</b>	
<b>A</b>	<b>PERSONNEL - SALARIES AND BENEFITS</b>	<b>Qty</b>	<b>Qty</b>	<b>Qty</b>	<b>\$380,771</b>	
	Natural Resource Manager (0.5 FTE) (1)	7 mo @	4,634.64			\$32,442
	Benefits			@ 31.44%		\$10,200
	Natural Resource Manager (0.5 FTE) (2)	3 mo @	4,843.19			\$14,530
	Benefits			@ 31.44%		\$4,568
	Project Supervisor (1)	7 mo @	8,306.52			\$58,146
	Benefits			@ 55.54%		\$32,294
	Project Supervisor (2)	3 mo @	8,680.31			\$26,041
	Benefits			@ 55.54%		\$14,463
	Staff Assistant (.80 FTE)	3 mo @	4,506.38			\$13,519
	Benefits			@ 31.83%		\$4,303
	Fish Culturist JB (1)	9 mo @	4,950.38			\$44,553
	Benefits			@ 35.07%		\$15,625
	Fish Culturist JB (2)	3 mo @	5,173.14			\$15,519
	Benefits			@ 35.07%		\$5,443
	Fish Culturist KB (1)	9 mo @	4,950.38			\$44,553
	Benefits			@ 48.36%		\$21,546
	Fish Culturist KB (2)	3 mo @	5,173.14			\$15,519
	Benefits			@ 48.36%		\$7,505
<b>B</b>	<b>TRAVEL</b>				<b>\$9,105</b>	
	GSA Vehicle lease - A	200 mo @	10 mo			\$2,000
	GSA Vehicle lease - B	200 mo @	10 mo			\$2,000
	Vehicle Mileage A		5,000.00 mi	@ 0.27		\$1,325
	Vehicle Mileage B		14,000.00 mi	@ 0.27		\$3,780
<b>C</b>	<b>FIELD/OFFICE SUPPLIES/EQUIPMENT</b>				<b>\$87,438</b>	
	Site Maintenance					\$2,000
	Portable sanitation Youngs Bay	8 mo @	95.00 mo			\$760
	Portable sanitation MERTS	12 mo @	75.00 mo			\$900
	<b>Moorage/Leases - Oregon Division of State Lands</b>					
	Blind Slough					\$1,500
	<b>Fish Food/Supplies (see FCB tab for details)</b>					
	Spring Chinook - 800,000 (Oct - Apr)					\$36,636
	Coho- 540,000 (Oct- May)					\$18,245
	Coho - 825,000 (Oct - May)					\$25,397
	Subtotal					<u><u>\$80,278</u></u>
	Misc. Materials/Supplies - tools, scales, vaccine, fish treatment chemicals					\$2,000
<b>D</b>	<b>DIRECT COSTS (Sum of Items A thru C)</b>				<b>\$477,314</b>	
<b>E</b>	<b>INDIRECT</b>		<b>10%</b>		<b>\$47,731</b>	
<b>F</b>	<b>TOTAL CONTRACT COSTS</b>				<b>\$525,045</b>	

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

September 13, 2023

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**Agenda Title:** Concrete Flooring Restoration - Contract  
**Category:** Consent Calendar  
**Presented By:** Monica Steele, Assistant County Manager

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**Issue Before the Commission:** Contract for the restoration and coating of existing outdoor concrete walkway at the Columbia Inn – Project Turnkey site.

**Informational Summary:** The Columbia Inn – Project Turnkey site was originally constructed in 1952 and has an existing outdoor walkway in front of all the rooms and offices on site. This existing concrete walkway has a variety of existing worn-out finishes in addition to significant cracks, pitting, and spalling that are safety hazards.

For the safety of those working and staying at the Columbia Inn Shelter the walkway will be repaired through a process that will involve removal the existing coating(s); repair of the cracks, pitting, and spalling; profiling of the existing concrete to achieve maximum bond adhesion with a Poly-crete coating system; grinding of the high points and uneven edges and installation of a Poly-crete base and top-coat on the walkway surface.

Further explanation of the work to be completed can be found in the attached scope of work.

Staff are procuring these services through OAR 125-247-0280 for emergency procurements in response to the emergency public health and safety concerns around our unhoused population in Clatsop County. Due to the noise and dust created during this work it must be completed prior to staff and clients being on-site. Coastline Concrete Coatings Inc. will be completing this work between September 1 – 16, 2023. The cost of this work is \$63,240.

**Fiscal Impact:** The funding for this service is through Oregon Community Foundation – Project Turnkey funding.

### **Requested Action:**

Award the Contract for the Columbia Inn walkway restoration to Coastline Concrete Coatings, LLC and authorize the County Manager to sign the contract in the amount of \$63,240 and authorize the County Manager to sign any amendments.

## **Attachment List**

A. Contract, Quote, Insurance Certificates



CLATSOP COUNTY, OREGON  
800 Exchange Street, Suite 310  
Astoria, Oregon 97103  
*An Equal Opportunity Employer*

Contract No. C8530

## Clatsop County Construction Contract

This Contract is by and between **Clatsop County (County)** and Josiah Stromstad DBA, Coastline Concrete Coatings LLC (Contractor). Whereas **County** has need of the services which **Contractor** has agreed to provide; **Now Therefore**, in consideration of the sum not to exceed \$63,240.00 to be paid to **Contractor** by **County**, **Contractor** agrees to perform between date of execution and December 31, 2023, inclusive, the following specific construction services:

- A. Scope of Work: Project Turnkey – Columbia Inn, 495 Marine Dr., Astoria. Exterior coating removal, concrete repairs, profile concrete, prep work, grind, seal system, leveling and a non-slip exterior commercial coating system.
- B. Payment Terms: Payment will be made 30 days from receipt of invoice and approval of work by County.
- C. Miscellaneous: Attachments to the Contract  
Exhibit A: Proposal and estimate from Contractor

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

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

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

- a. Promptly pay, as due, all persons supplying labor and material for the performance of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the contract, pursuant to ORS 279C.515.

- b. If this contract is for a public improvement, if Contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the County, the Contractor or first-tier subcontractor shall owe the person the amount dues plus interest commencing at the end of the 10 day period that payment is due under ORS 279C.580 and ending upon final payment.
- c. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract.
- d. Not permit any line or claim to be filed or prosecuted against **County**, on account of any labor or material furnished by **Contractor**.
- e. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- f. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279A.055, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279C.520.
- g. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279C.530.
- h. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
- i. If this contract is for a public improvement, **Contractor** represents and warrants that at the time of the execution of this agreement they have, and shall maintain during the term of this agreement an employee drug-testing program for its employees.
- j. If this contract is for a public improvement, if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, subject to ORS 279C.515.
- k. If this contract is for a public improvement exceeding \$50,000, Contractor, subcontractor or other person doing or contracting to do any of the work of this contract will pay workers prevailing wage rates as contained in bid specifications and workers shall be paid not less than the specified minimum hourly rate of wage.
- l. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources.
- m. If this contract is for a public improvement exceeding \$50,000, and contractor is required to pay prevailing wages under ORS 279C.800 to 279C.870, then contractor must file a \$30,000 BOLI bond with the Construction Contractors Board before starting work on a contract or subcontract. Contractor will include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractor's Board before starting work on the project, unless exempt.

- n. If this is for a public improvement exceeding \$50,000, a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
- o. Workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.
- p. If this contract includes demolition, the contractor shall salvage or recycle construction and demolition debris if feasible and cost-effective. If contract includes lawn and landscape maintenance, contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective, per ORS 279C.510.

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

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

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

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

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

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

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.

- b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
- c. Immediately on breach of the contract.

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

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

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

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

14. **Tax Compliance Certification.** **Contractor** hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of **Contractor's** knowledge, **Contractor** is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. **Contractor** represents that **Contract** will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If **Contractor** fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the **Contractor** shall be in default and **County** may terminate this agreement and pursue its remedies under the agreement and under applicable law.

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

\_\_\_\_\_ (Approved by County Counsel)

(Contractor's Initials)



(Comments)



All terms on the previous pages of this document are hereby made a part of this Agreement.  
This Agreement will not be effective until approved by the County.

**FOR COUNTY:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

**FOR CONTRACTOR:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
OWNER  
Title

Contractor Address:  
Coastline Concrete Coatings LLC  
PO Box 35  
3747 W. Chinook Ave  
Cannon Beach, OR 97110  
Phone: 503-917-4777  
CoastlineccLLC@gmail.com



Cannon Beach, OR 97110

503.917.4777

[coastlineccLLC@gmail.com](mailto:coastlineccLLC@gmail.com)

[www.coastlinecoating.com](http://www.coastlinecoating.com)

CCB 239567

Job Proposal for Clatsop County:

Site & address: Columbia Inn, 495 Marine Dr. Astoria, OR 97103

### **Scope of Work:**

#### **Preparation**

- . Removal of existing coating(s) within all areas on walkway of property.
- . All cracks, pitting, spalling to be repaired to industry standards.
- . Concrete to be profiled to a CSP (Concrete surface profile) to achieve maximum bond adhesion with Poly-Crete coating system.
- . High points and uneven edges of concrete will be profiled by diamond grinding to reduce existing trip hazards and achieve a more level surface.

#### **Poly- Crete Coating System**

- . Skim joints with Poly-Crete SL
- . Installation of Poly-Crete base with sand broadcast on walkway surface.
- . Prime all verticals with Poly-Crete TF
- . Installation of Poly-Crete Fast topcoat
- . Installation of Poly-Crete Fast topcoat to all verticals

#### **Features & Benefits**

- . Self-leveling- A uniform and more even floor system.
- . Moisture mitigating- Superior performance in coastal climate, including all demographics with high moisture levels up to 99% relative humidity.
- . Non-slip- Texture from the aggregate aids in providing a safer floor, even when wet.
- . Thermal shock resistance- Engineered to perform in harsh environments with high thermal cycling or rapid changes in temperature.

#### **Project Timeline:**

- . Required to be complete prior to occupying residents.
- . Project proposed to be divided up between two phases.
- . Phase 1- Prep
- . Phase 2 - Coating system installation
- . Range dates between September 1<sup>st</sup> and September 16<sup>th</sup>, 2023.

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Contingencies:

- . Change of work order subject to be required for the following but no limited to.
  - a). Upon removal of existing coating(s), significant repair work is discovered. Ex: hollow areas, pitting multiple cracks needing repair, etc.
  - b). Residents occupy area prior to completion of scope of work, requiring alternative timelines and phases to be implemented.
  - c). Weather can have an impact on installation and may cause delays within timeframe. Calculated measures are taken prior to execution of any coating system installation performed by Coastline Concrete Coatings LLC.
  - d). Work space must be free and clear of any other subcontractor or workers to avoid delays and interruptions.

Warranty:

. All work performed will be warrantied to manufacturer specifications up to 1 year for exterior commercial coating systems. Poly-Crete Coating system will NOT chip, flake or peel. Shall any area of the coating system fail, core samples will be taken and evaluated by a licensed professional to determine the cause of failure. A Dur A Flex representative will conduct an on-site evaluation with Coastline Concrete Coatings owner, Josiah Stromstad. Coastline Concrete Coatings will strive to address and fix the problem immediately. Our promise is to serve our community through our dedication to service and integrity while providing quality results that can last a lifetime.

Date: 21 Aug, 2023

Coastline Concrete Coatings LLC

Authorized Representative

Josiah Stromstad

Total: \$ 63,240.00

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# POLY-CRETE® SLB



- Topcoat** - Pigmented Topcoat (Poly-Crete Color-Fast, Poly-Crete TF Plus, Dur-A-Glaze Novolac, Accelera [only over flintshot], or Shop Floor with Armor Top)
- Quartz Broadcast** - Broadcast of Flintshot or Q-Rok Quartz Aggregate into the Poly-Crete SL
- Body Coat** - Pigmented Poly-Crete SL
- Primer** - (optional) Pigmented Poly-Crete TF Plus (only required with F60 Broadcast or if the substrate is very porous)
- Prepared Substrate** - Concrete Surface Profile (CSP) of 3-4

## SYSTEM OVERVIEW

**POLY-CRETE SLB** is a 100% solids, seamless 3/16" cementitious-urethane self-leveling flooring system with a flintshot quartz aggregate broadcast, providing a slip-resistant finish. The body coat is resistant to thermal shock and is moisture mitigating which can eliminate the use of a primer in most environments, while topcoat options offer a wide selection of chemical and abrasion resistant finishes.

## FEATURES & BENEFITS

### • Self Leveling

A uniform, more even floor system

### • Moisture Mitigating

Installs in more environments, including those with high moisture levels up to 99% RH

### • Non Slip

Texture from the aggregate broadcast aids in a safer floor, even when wet

### • Thermal Shock Resistant

Usable in harsh environments with high thermal cycling or rapid changes in temperature

## COMMON USE SITES

- Kitchens
- Warehouses
- High Traffic Areas
- Storage
- Light Manufacturing
- Food Processing
- Breweries/Distilleries





COASCON-01

JHANSON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2023

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

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

<b>PRODUCER</b> Basin Pacific Insurance & Benefits 6816 W Rio Grande Ave, Ste C120 Kennewick, WA 99336	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): (509) 735-7506 <b>FAX</b> (A/C, No): (509) 491-3322 <b>E-MAIL ADDRESS:</b> jhanson@basinpacific.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Developers Surety & Indemnity Company <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>
<b>INSURED</b>  Coastline Concrete Coatings, LLC 3747 W CHINOOK AVE Cannon Beach, OR 97110	<b>NAIC #</b>

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	BIS00037887-02	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Clatsop County, its Commissioners, employees and agents, are Additional Insured on this policy.

## CERTIFICATE HOLDER

## CANCELLATION

CLATSOP COUNTY, OREGON  
800 Exchange, Suite 310  
Astoria, OR 97103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

September 13, 2023

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**Agenda Title:** Approve the 2023-24 Budget and Appropriation Adjustments  
**Category:** Consent Calendar  
**Presented By:** Andrew Sullivan, Finance Director

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**Issues Before the Commission:** Approve the 2023-24 budget and appropriation adjustment as required by ORS 294.338 and ORS 294.463

**Informational Summary:** Attached is the R&O required by ORS 294.338 and ORS 294.463 for a budget adjustment in fiscal year 2023-24. This adjustment is necessary to avoid being in violation of budget law as a result of the need to expend unanticipated grant revenue and to transfer between categories within an organizational unit.

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

**Fiscal Impact:** The fiscal impact is \$0 as the expenditure will be the same amount as the unanticipated grant revenue as well as transfer of appropriations.

### Recommended Action:

Approve the budget adjustment to remain in compliance with Oregon budget law per ORS 294.338 and ORS 294.463, and authorize the Chair to sign.

### Attachment List

- A. Resolution and Order
- B. Schedule "A" Appropriation adjustments

IN THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

In the matter of the adjustment of the fiscal	)	
year 2023-24 budget and appropriations by	)	RESOLUTION AND ORDER
authorizing expenditure of unanticipated grant	)	
revenue, per ORS 294.338; and authorizing	)	
transfer of appropriations between	)	
categories within an organizational unit, per	)	
ORS 294.463	)	

It appearing to the Board that there is a need to make an adjustment in the fiscal year 2023-24 budget by authorizing expenditure of unanticipated grant revenue, and authorizing transfer of appropriations between accounts within an organizational unit.

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

Where as it appearing to the Board that such adjustments are allowed pursuant to ORS 294.338 and ORS 294.463; now, therefore, it is

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

ADOPTED AND APPROPRIATED this 13<sup>th</sup> Day of September 2023.

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

\_\_\_\_\_  
Mark Kujala, Chair

Schedule A  
2023-24 Budget Adjustments

**I. ADJUSTMENTS INVOLVING UNANTICIPATED GRANT REVENUE**

<b><u>ORGANIZATIONAL UNIT</u></b>	<b><u>ACCOUNT</u></b>	<b><u>INCREASE</u></b>	<b><u>DECREASE</u></b>
Veteran Services Program - Revenue	001/1990/81-4275	\$ 11,744	
Veteran Services Program - Expense	001/1990/82-2468	\$ 11,744	

Comment: This adjustment is to account for the recognition of the additional grant funds for the Veteran Services Program, and the subsequent additional appropriations associated with it. No fiscal impact.

**II. ADJUSTMENTS INVOLVING A TRANSFER OF APPROPRIATIONS BETWEEN CATEGORIES WITHIN AN ORGANIZATIONAL UNIT**

<b><u>ORGANIZATIONAL UNIT</u></b>	<b><u>ACCOUNT</u></b>	<b><u>INCREASE</u></b>	<b><u>DECREASE</u></b>
Westport Sewer District	386/5846/81-9011	\$ 130,000	
Westport Sewer District	386/5846/82-9900	\$ 130,000	
American Rescue Plan (ARPA)	090/2006/82-8386	\$ 130,000	
American Rescue Plan (ARPA)	090/2006/82-9906		\$ 130,000

Comment: ARPA funds were requested and approved in fiscal year 2022-23, but were not used. This adjustment is to post these funds in fiscal year 2023-24 with the intentions to be used for the Westport Sewer District improvements.

<b><u>ORGANIZATIONAL UNIT</u></b>	<b><u>ACCOUNT</u></b>	<b><u>INCREASE</u></b>	<b><u>DECREASE</u></b>
American Rescue Plan (ARPA)	090/2006/82-3575	\$ 1,572,800	
American Rescue Plan (ARPA)	090/2006/82-2471		\$ 1,572,800
American Rescue Plan (ARPA)	090/2006/82-2471	\$ 425,000	
American Rescue Plan (ARPA)	090/2006/82-3575		\$ 425,000

Comment: This adjustment is to reclassify the original appropriations from contractual services to contributions to outside agencies. This will more accurately reflect the type of expenditures that are anticipated throughout the fiscal year. No fiscal impact.



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

September 13, 2023

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**Agenda Title:** Designate Administrator for Ambulance Service Area (Clatsop County Code Chapter 5.04)  
**Category:** Consent Calendar  
**Presented By:** Don Bohn, County Manager

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**Issue Before the Commission:** Shall the Board of Commissioners designate Justin Gibbs as administrator of the Clatsop County Ambulance Service Area per Clatsop County Code Chapter 5.04.

**Informational Summary:** ORS 823.180 requires Clatsop County to develop and adopt a plan for the County relating to the need for a coordination of emergency ambulance services and to establish an ambulance service area (ASA). County Code Chapter 5.04 and the ASA plan comprise the plan for emergency ambulance services for Clatsop County.

Under section 5.04.020, a person is to be designated by order of the Board to administer this chapter. Administration of the ambulance code, ASA plan and franchise resides under the direction and supervision of the Emergency Management Director. As such, it is recommended that Justin Gibbs, Emergency Management Director, be formally designated as the administrator of this chapter.

**Fiscal Impact:** N/A

### **Requested Action:**

Designate Justin Gibbs as administrator of Chapter 5.04 of the Clatsop County Code.

### **Attachment List**

A. Clatsop County Code Chapter 5.04

## Chapter 5.04

### CLATSOP COUNTY AMBULANCE SERVICE AREA

#### Sections:

- 5.04.010 Policy and purpose.**
- 5.04.020 Definitions.**
- 5.04.030 Exemptions.**
- 5.04.040 Administration.**
- 5.04.050 Ambulance service area.**
- 5.04.060 Ambulance service providers regulated.**
- 5.04.070 Application for ambulance service franchise.**
- 5.04.080 Existing ambulance service providers.**
- 5.04.090 Review of application for franchise.**
- 5.04.100 Board action on application for franchise.**
- 5.04.110 Franchise terms and renewals.**
- 5.04.120 Early discontinuance of service by franchisee.**
- 5.04.130 Transfer of franchises.**
- 5.04.140 Enforcement of franchise provisions.**
- 5.04.150 Preventing interruption of service.**
- 5.04.160 Appeals, abatement and penalties.**
- 5.04.170 Duties of ambulance service franchisee.**
- 5.04.180 Ambulance Service Area (ASA) Advisory Committee.**
- 5.04.190 Regulations of ambulance service.**
- 5.04.200 Initial responder.**

#### **5.04.010 Policy and purpose.**

- A. ORS 823.180 requires Clatsop County to develop and adopt a plan for the County relating to the need for a coordination of emergency ambulance services and to establish an ambulance service area (ASA) consistent with the plan to provide efficient and effective emergency ambulance services.
- B. This chapter, together with the document known as the Clatsop County Ambulance Service Area Plan (ASA Plan) make up the complete plan for emergency ambulance services for Clatsop County.
- C. The provisions of ORS 221.485 and 221.495, 478.260(3), and 823.020 through 823.320 require Clatsop County to develop and adopt a plan for emergency ambulance services that recognizes the authority of cities and rural fire protection districts to operate and regulate emergency ambulance services within their own territories subject to the ASA Plan. That the provision of effective and efficient emergency ambulance services pursuant to the Clatsop County ASA Plan within cities and rural fire protection districts must be accomplished primarily on a cooperative basis. Clatsop County will employ formal sanctions and litigation to enforce the provisions of the Clatsop County ASA Plan when voluntary compliance cannot be obtained. (Ord. 95-6 § 3)

#### **5.04.020 Definitions.**

“Administrator” means a person designated by order of the Board to administer this chapter and the duly authorized deputy or assistant of such person.

“Ambulance service area (ASA)” means a geographical area which is served by one ambulance service provider, and may include all or a portion of a county, or all or portions of two or more contiguous counties.

“Ambulance Service Area Advisory Committee (Committee)” means the group that will advise the Board as it pertains to the ASA Plan.

“Board” means the Clatsop County Board of Commissioners for Clatsop County, Oregon.

“Franchise” means a franchise to provide emergency ambulance service issued by the Board pursuant to this chapter.

“Persons” means and includes individuals, corporations, associations, firms, partnerships, joint stock companies, cities, rural fire protection districts, and special service districts formed and existing pursuant to Oregon Revised Statute. (Ord. 95-6 § 4)

#### **5.04.030 Exemptions.**

This chapter shall not apply to:

- A. Ambulances owned or operated under the control of the United States Government;
- B. Vehicles and aircraft being used to render temporary assistance in the case of a major catastrophe or emergency with which the ambulance services of the surrounding locality are unable to cope, or when directed to be used to render temporary assistance by an official at the scene of an accident;
- C. Vehicles operated solely on private property or within the confines of institutional grounds, whether or not the incidental crossing of any public street, road or highway through the property or grounds is involved; or
- D. Ambulances or vehicles transporting patients from outside the County to a health care facility within the County, or which are passing through without a destination in the County. (Ord. 95-6 § 5)

#### **5.04.040 Administration.**

The administrator, under the supervision of the Board and with the assistance of the Committee, shall be responsible for the administration of this chapter. In order to carry out the duties imposed by this chapter, the administrator, or persons authorized by the administrator, are hereby authorized to enter on the premises of any person regulated by this chapter at reasonable times and in a reasonable manner to determine compliance with this chapter and regulations promulgated pursuant thereto. The administrator shall also have access to records pertaining to ambulance service operations of any person regulated by this chapter. These records shall be made available within five working days to the administrator at the person’s place of business, or copies made and provided as requested by the administrator. (Ord. 95-6 § 6)

#### **5.04.050 Ambulance service area.**

For the efficient and effective provision of emergency ambulance services in accordance with the ASA Plan, the ASA shown on the map attached thereto as Appendix #1, is adopted as the ASA for Clatsop County. The Board, after notice to the affected ASA providers and by the adoption of an order, may adjust the boundaries of an ASA from time to time as necessary to provide efficient and effective emergency ambulance services. (Ord. 95-6 § 7)

**5.04.060 Ambulance service providers regulated.**

Effective July 1, 1995, no person shall provide emergency ambulance service in Clatsop County, Oregon, unless such person is franchised in accordance with the applicable provisions of this chapter. (Ord. 95-6 § 8)

**5.04.070 Application for ambulance service franchise.**

- A. Applications for franchises shall be on forms provided by the administrator. In addition to information required on the forms, the Board may require additional information it deems necessary to insure compliance with this chapter.
- B. The applicant shall provide the following information:
  - 1. The name and address of the person or agency applying.
  - 2. The ASA the person desires to serve, the location(s) from which ambulance services will be provided, and the level of service to be provided.
  - 3. A statement as to whether or not the person will subcontract for any service to be provided. If some service will be provided by subcontract, a copy of that proposed subcontract shall be provided.
  - 4. A list of vehicles to be used in providing emergency ambulance services including year, make and model, and verification that each vehicle is or can be licensed as a basic life support and/or advance life support ambulance by the Oregon Health Division.
  - 5. A statement that all equipment and supplies in each ambulance will conform to Oregon Health Division standards.
  - 6. A list of personnel to be used in providing emergency ambulance service and their current emergency medical technician level and certificate number, or other appropriate certification.
  - 7. Proof of financial ability to operate, including an operating budget for public bodies or financial statement for private entities, references and/or statement of past ambulance service. Private companies must include a profit and loss statement in addition to the above materials. Other appropriate financial information, such as income, tax returns, or reports by governmental authorities shall also be submitted upon request. Public bodies must provide information regarding the sources and amounts of funding for emergency ambulance services.
  - 8. Proof of public liability insurance in the amount of not less than the tort liability limits set forth in ORS 30.272 and 30.273. Applicants may be self-insured. All policies shall be in a form satisfactory to the administrator and name Clatsop County as an additional insured.
  - 9. A statement of experience in providing emergency ambulance service of a comparable quality and quantity to insure compliance with this chapter, regulations promulgated thereunder, any franchise issued, and the ASA Plan.
  - 10. Proof of ability to comply with the terms and conditions of the ASA Plan and applicable County ordinances, in the form of a narrative summary.
  - 11. A description of any prepaid ambulance service plan, including number of members, number of years of operation, funding and term.
  - 12. Information, in the form of run logs, medical records, supervising physician correspondence, audit reports, training records, policy and procedure manuals and equipment records and inventories, and any other records or materials requested.

13. In the case of an application to transfer or take over an already assigned franchise:

- a. A detailed summary of how the proposed change will improve emergency ambulance response time, and the quality and level of services to the ASA. It shall include an assessment of how the proposed change will impact the existing first response system.
- b. Evidence that the call volume in the ASA is sufficient to financially or otherwise justify the change in service.
- c. Information, in the form of run logs, medical records, supervision physician correspondence, audit reports, training records, policy and procedure manuals and equipment records and inventories, and any other records or materials requested.

C. The Board may from time to time, by order, adopt fees to defray the actual reasonable costs incurred by Clatsop County in processing applications, and adopt annual franchise fees to defray the reasonable costs of Clatsop County in administering this chapter. (Ord. 95-6 § 9)

**5.04.080 Existing ambulance service providers.**

Persons who meet the application requirements of Section 5.04.070 and who were providing service on the effective date of the ordinance codified in this chapter shall be franchised to provide emergency ambulance service for the ASA they were serving on such effective date. (Ord. 95-6 § 10)

**5.04.090 Review of application for franchise.**

- A. Applications shall be reviewed by the administrator, who shall make such investigation as he or she deems appropriate, and who may request assistance of other persons as necessary.
- B. The administrator shall notify the holder of a franchise for providing emergency ambulance service to an ASA of any applications by another person to take over that franchise.
- C. Unless the time is extended by the Board for good cause, the administrator shall make his or her recommendation to the Board to grant, deny, modify or attach appropriate conditions to the application. The administrator shall transmit his or her recommendation within 90 days after the application and any required supplemental information has been received. (Ord. 95-6 § 11)

**5.04.100 Board action on application for franchise.**

Upon receipt of the administrator's recommendation, the Board:

- A. Shall publish notice of its intent to hold a public hearing on the application and recommendations at least ten days, but not later than 30 days following publication of notice.
- B. May require additional investigation by the administrator if it finds that there is insufficient information on which to base its action.
- C. Shall, upon the basis of the application, the administrator's recommendation, such other information as is permitted by this chapter, and such information as is presented to the Board at the public hearing make an order granting, denying or modifying the application or attaching conditions thereto.
- D. Shall not make an order adverse to the applicant or to the holder of, or applicant for, another franchise effective less than 30 days after the date of such order and shall notify such persons in writing of the order. The Board may suspend operation of this subsection and enter an emergency order if it finds that

there is an immediate and serious danger to the public or that a health hazard or public nuisance would be created by a delay.

- E. After the Board makes an order granting an emergency ambulance service franchise, with or without conditions, and the franchisee finds he or she is unable to provide a particular service, the administrator may permit the franchisee to subcontract such service to another person if the administrator finds that the quality and extent of the service would not be jeopardized. The administrator may require the filing of such information as he or she deems necessary. (Ord. 95-6 § 12)

**5.04.110 Franchise terms and renewals.**

- A. The initial ambulance service franchise in an ASA shall be valid for a period of seven years from the date of issuance.
- B. Thereafter, unless the Board finds that a longer or shorter term is required in the public interest, the term of an ambulance service franchise shall be five years.
- C. Unless grounds exist for refusal to renew a franchise under provisions for suspension or revocation as set forth in Section 5.04.140, or unless the franchise is to be given to a new person, franchises shall be renewable. Application for renewal shall be made on forms provided by the administrator.
- D. Not more than 180 days and not less than 120 days prior to the expiration of the franchise, a franchisee wanting to renew the franchise and any person desiring to take over the franchise shall submit an application to the administrator.
- E. Review of all applications for renewal or take over of a franchise shall be conducted in the same manner as for an application pursuant to Sections 5.04.070, 5.04.090 and 5.04.100. (Ord. 95-6 § 13)

**5.04.120 Early discontinuance of service by franchisee.**

- A. If a franchisee discontinues service before the expiration of his or her franchise, the Board shall set a time by which applications must be submitted for a new franchise in the ASA.
- B. The administrator shall develop an interim plan for coverage of the ASA, using existing franchisees and/or other available resources until the ASA can be reassigned.
- C. The administrator shall issue a temporary certificate valid for a stated period not to exceed six months, entitling a person to provide emergency ambulance service in all or part of the ASA. The administrator may renew a temporary certificate for one additional six-month period. (Ord. 95-6 § 14)

**5.04.130 Transfer of franchises.**

A franchisee may transfer his or her franchise to another person only upon written notice to and approval by the Board. Review of an application for transfer of a franchise shall be conducted in the same manner as for an application pursuant to Sections 5.04.070, 5.04.090 and 5.04.100. (Ord. 95-6 § 15)

**5.04.140 Enforcement of franchise provisions.**

- A. Subject to the policies stated in Section 5.04.010, and in addition to the remedy provided in Section 5.04.150, and penalties provided elsewhere in this chapter or at law, the administrator shall, upon reasonable cause, make an investigation to determine if there is sufficient reason and cause to suspend, modify, revoke or refuse to renew a franchise as provided in this subsection.

- B. If in the judgment of the administrator, there is sufficient evidence to constitute a violation of applicable local, state or federal law, this chapter, ORS Chapter 823 or the rules promulgated thereunder, the ASA Plan, or if the franchisee has materially misrepresented facts or information given in the application for the franchise, the administrator shall notify the franchisee in writing, by certified mail, return receipt requested, or by personal service, as is provided by law for the service of a summons, of the violation and what steps he or she must take to cure the violation. The administrator shall send a copy of the notice to the Board and to the Committee.
- C. Ten days following the receipt of notice of violation, the Board may enter its order of revocation, modification, suspension or non-renewal, and may thereby revoke, modify, suspend, or not renew the franchise, unless prior thereto the franchisee shall file with the Board his or her request for a hearing on the administrator's notice of violation. If said request is timely filed, or if the Board so moves on its own, revocation, modification, suspension, or non-renewal will be stayed until the Board can, at its earliest convenience, hold a public hearing thereon. Notice of said hearing shall be given to the franchisee by mail and to all others by publication in a newspaper of general circulation in the County or the ASA at least ten days prior to such hearing. The burden of proof at the hearing held hereunder shall be upon the franchisee.
- D. In lieu of the suspension or revocation of the franchise, the Board may order that the violation be corrected and make the suspension or revocation contingent upon compliance with the order within the period of time stated therein. Notice of the Board action shall be provided by mail to the franchisee. The notice shall specify the violation, the action necessary to correct the violation, and the date by which the action must be taken. The franchisee shall notify the Board of the corrective action taken. If the franchisee fails to take corrective action within the time required, the Board shall notify the franchisee by certified mail, return receipt requested, or by personal service that the franchise is suspended or revoked upon service of the notice.
- E. Should the franchisee fail to comply with the Board's order, then the Board may take any steps authorized by law to enforce its order. (Ord. 95-6 § 16)

#### **5.04.150 Preventing interruption of service.**

Whenever the Board finds that the failure of service or threatened failure of service would adversely impact the health, safety or welfare of the residents of this County, the Board shall, after reasonable notice, but not less than 24 hours' notice to the franchisee, hold a public hearing. Upon appropriate findings after the hearing, the Board shall have the right to authorize another franchisee or other person to provide services. (Ord. 95-6 § 17)

#### **5.04.160 Appeals, abatement and penalties.**

- A. All the decisions of the Board under this chapter shall be reviewable by the Circuit Court of the State of Oregon for the County of Clatsop, only by way of writ of review.
- B. The provision of emergency ambulance service by any person in violation of this chapter, or regulations promulgated thereunder, is a nuisance and the Board may, in addition to other remedies provided by law or by this chapter, institute injunctive abatement or other appropriate legal proceedings to temporarily or permanently enjoin or abate such emergency ambulance service.

- C. Any person who violates any of the provisions of this chapter is guilty of a violation. Failure from day to day to comply with the terms of these provisions shall be a separate offense for each day. Failure to comply with any provision shall be a separate offense for each such provision.
- D. Violations of these provisions are punishable, upon conviction, by a fine of not more than \$500.00 for a non-continuing offense; i.e., an offense not spanning two or more consecutive calendar days. In the case of a continuing offense, i.e., an offense which spans two or more consecutive calendar days, violation of the provisions is punishable by a fine of not more than \$500.00 per day up to a maximum of \$1,000.00 as provided by law. (Ord. 95-6 § 18)

**5.04.170 Duties of ambulance service franchisee.**

The franchisee:

- A. Shall conduct its operation in compliance with all applicable state and federal laws, rules and regulations, the terms of this chapter and the Clatsop County ASA Plan.
- B. Shall not fail or refuse to respond to an emergency call for service when an ambulance is available for service.
- C. Shall not respond to a medical emergency located outside its assigned ASA except:
  - 1. When a request for specific emergency ambulance service is made by the person calling for the ambulance and the call does not dictate an emergency response;
  - 2. When the franchisee assigned to the ASA is unavailable to respond and the franchisee is requested by another franchisee or 9-1-1 dispatch to respond; or
  - 3. When the response is for supplemental assistance or mutual aid.
- D. Shall not voluntarily discontinue service to his or her assigned ASA until he or she has:
  - 1. Given 90 days' written notice to the administrator, or
  - 2. Obtained written approval of the Board.
- E. Subsection D of this section shall not apply to:
  - 1. Change, restriction or termination of service when required by any public agency, public body or court having jurisdiction; or
  - 2. Transfer of franchises pursuant to Section 5.04.130 of this chapter. (Ord. 95-6 § 19)

**5.04.180 Ambulance Service Area (ASA) Advisory Committee.**

- A. There is hereby created an Ambulance Service Area (ASA) Advisory Committee.
- B. Members shall be appointed by and serve at the pleasure of the Board. The Board may appoint additional persons to the Committee to serve as ex-officio members or advisors. The Board may appoint or approve designation of alternates to serve in the absence of persons appointed to the Committee.
- C. Except for the ASA administrator and other Clatsop County staff, appointments shall be for staggered terms on the initial Committee for a term not to exceed three years. Subsequent appointments shall be for two-year terms. Members shall serve until their successors are appointed and qualified. Vacancies shall be filled by the Board for the balance of the unexpired term. Persons may be appointed to successive terms.



- D. The Committee shall elect a chairperson. The Committee shall meet at such times as it deems necessary or as called by the Administrator or the Board. The chairperson or any of the seven members of the Committee may call a special meeting with five days' notice to other members of the Committee; provided however, that members may waive such notice.
- E. Fifty percent plus one constitute a quorum for the transaction of business. A majority vote of those present and voting is required to pass motions.
- F. In addition to other duties prescribed by this chapter the Committee shall:
  - 1. Review and make recommendations to the Board regarding the selection criteria for determining a franchise to provide emergency ambulance service.
  - 2. Regularly provide information to the Board from prehospital care consumers, providers and the medical community.
  - 3. Periodically review the ASA Plan and make recommendations to the Board, including, but not limited to:
    - a. Review the standards established in the Plan and make recommendations regarding improvement of or new standards as required by OAR 333-260-050;
    - b. Monitor the coordination between emergency medical service resources;
    - c. Review dispatch procedures and compliance; and
    - d. Review the effectiveness and efficiency of the ASA boundaries.
  - 4. Implement the quality assurance program outlined in the ASA Plan to insure compliance with the ASA Plan.
  - 5. Perform such other duties as directed by the Board.
- G. Committee members shall avoid acting in any matters where a conflict of interest may arise. Any Committee member having a direct or indirect financial or pecuniary interest in any matter before the Committee for consideration shall withdraw from participation in any action by the Committee in said matter. Nothing in this section shall limit the ability of any person to provide testimony to the Committee. (Ord. 95-6 § 20)

**5.04.190 Regulations of ambulance service.**

Upon its own motion or upon a recommendation of the Committee, the Board may adopt ordinances, resolutions or orders regulating emergency ambulance service or implementing this chapter. Such regulations shall not conflict with ORS 823 and rules promulgated pursuant thereto. (Ord. 95-6 § 21)

**5.04.200 Initial responder.**

Nothing in these provisions prohibits a 9-1-1 agency, responsible for the dispatching of emergency services, from dispatching an initial responder to the scene of a medical emergency in addition to dispatching an emergency ambulance service provider. (Ord. 95-6 § 22)

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

Click or tap to enter a date.

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**Agenda Title:** Contract to provide CCA meals for Project Turnkey  
**Category:** Consent Calendar  
**Presented By:** Matt Phillips, Sheriff

---

**Issue Before the Commission:** Approval of contract with Clatsop Community Action to provide meals for Project Turnkey

**Informational Summary:** Clatsop Community Action needs to procure affordable dinners for individuals staying at the Columbia Inn. This agreement will provide meals prepared at the Clatsop County Jail through the food service provider, Summit Food Services. Meal prices are based upon census. The more meals prepared for both the jail and CCA, the lower the cost per meal.

Meals are planned under the oversight of a dietician and special meals can be prepared and delivered according to dietary restrictions, medical needs or religious preference.

**Fiscal Impact:** No fiscal impact to county.

### Requested Action:

Approve the contract with Clatsop Community Action for \$100,000.00 and allow the County Manager to sign the contract and any amendments.

### Attachment List

- A. Contract with CCA
- B. Meal Pricing Matrix
- C. Contract amendment with Summit to provide meals to CCA



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

Contract No. C8469

**PERSONAL/PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT is by and between Clatsop County ("County") and **Clatsop Community Action** ("Contractor"). Whereas Contractor has need of the services which County has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed **\$100,000** to be paid to County by Contractor, County agrees to perform between date of execution and **June 30, 2024**, inclusive, the following specific personal and/or professional services:

- *Clatsop County Corrections Division will provide daily meal service to Clatsop Community Action for meals served at the Columbia Inn. Meals will be based on daily counts provided by Clatsop Community Action.*
- *Clatsop Community Action will be responsible for the pick-up of the meals at 1250 SE 19<sup>th</sup> Street, Warrenton at agreed upon times.*
- *Meals will be served in single use disposable containers.*

Payment Terms: *Monthly payments for number of meals provided per pricing agreement (attached)*

1. **COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
2. **WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
3. **GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
4. **JUDICIAL RULINGS.** If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.
5. **INDEMNIFICATION.** Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

6. **INSURANCE.** County shall maintain at County's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide at a minimum of \$700,000 per person for bodily injury and no less than \$1,400,000 for each occurrence.

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

8. **TERMINATION OF AGREEMENT.** This Agreement may be terminated under the following conditions:

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

Upon termination of this agreement, County shall be entitled to receive full payment for all services satisfactorily rendered up to the date of termination.

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

10. **STANDARD OF SERVICES AND WARRANTY.** County agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services.

11. **STORAGE AND SERVICE OF MEALS.** Contractor is solely responsible for the storage and service of meals once delivered by County. This includes serving in a timely manner or storing and safely reheating meals before distributing. County will have no liability for food that is not served timely or stored and reheated properly.

12. **DIETARY RESTRICTIONS.** Contractor is required to verify and communicate any dietary restrictions to the County at the time of providing daily counts. County will prepare meals in accordance to these dietary restrictions. Contractor is responsible to ensure that appropriate meals are given out to those with dietary restrictions after delivery by the County.

This Agreement will not be effective until approved and signed by both parties.


**FOR COUNTY:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

**FOR CONTRACTOR:**

Type text here

\_\_\_\_\_  
Signature Date

Executive Director

\_\_\_\_\_  
Title

364 9th Street

\_\_\_\_\_  
Address

Astoria, Oregon, 97103

\_\_\_\_\_  
City State Zip

## AMENDMENT #2 TO THE FOOD SERVICE PARTNERSHIP AGREEMENT

This Amendment is made and entered into by and between Clatsop County an Oregon Government Entity (“Client”), and Summit Food Service, LLC (“Company”) (collectively “the Parties”).

**WHEREAS**, The Parties have entered a certain Food Service Partnership Agreement (the “Agreement”), October 1, 2022.

**WHEREAS**, The Parties have agreed to extend with pricing adjustment the partnership; and

**WHEREAS**, The Parties now desire to amend said Agreement upon the terms and conditions stated herein.

**NOW, THEREFORE**, The Parties, intending to be legally bound hereby, mutually agree as follows:

1. **Term.** This Agreement shall be extended for an additional year beginning February 4, 2023.
2. **Price.** Company shall charge and Client shall pay:

Population	Current Price	CPI%	New Price
0-50	TBN		TBN
51-59	\$4.559	Increase	\$4.649
60-69	\$3.919	of	\$4.009
70-79	\$3.462	.09	\$3.552
80-89	\$3.118	---	\$3.208
90-99	\$2.850	---	\$2.940
100-109	\$2.681	---	\$2.771
110-119	\$2.541	---	\$2.631
120+	\$2.429	---	\$2.519
All meals priced at same price			
Bag Meals	---	---	---
Juvenile Meals	---		
Snack	---	---	---
Religious Meals	---	---	---
Staff Meals	---	---	---

This Amendment is effective as of February 4, 2023. All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Agreement.

**CLIENT: Clatsop County**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COMPANY: Summit Food Service, LLC**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

September 13, 2023

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**Agenda Title:** Installation of Sprinkler System for the Columbia Inn - Contract  
**Category:** Consent Calendar  
**Presented By:** Chris Martin, Facility Operations Supervisor

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**Issue Before the Commission:** Contract for the installation of a fire sprinkler system at the Columbia Inn – Project Turnkey site in the sum of \$32,715

**Informational Summary:** This is an amendment to the existing contract to complete the fire sprinkler system for the Columbia Inn – Project Turnkey. The original contract was approved in the amount of \$29,815 and was authorized under the County Manager’s authority. Due to the location of the main water line entering the building, as well as the size of the water line being connected off the main water line under the highway, it is necessary to increase the contract with a \$2,900 amendment to account for additional time and materials.

**Fiscal Impact:** The funding for this service is covered through funds received by the City of Astoria in the amount of \$30,000 as well as funds through Oregon Community Foundation – Project Turnkey funding.

### **Requested Action:**

Approve the amended contract for Cosco fire protection in the amount of \$32,715 to complete the installation of the sprinkler system.

### **Attachment List**

- A. Contract, Quote, Insurance Certificates.
- B. Amendment #2



## Contract Amendment #2

Contract C8260

Amendment to Contract for Cosco Fire Protection, Inc for the Project Turnkey – Columbia Inn project for the new fire sprinkler system.

Clatsop County and Cosco Fire Protection, Inc. agree to the following changes to the Contract:

**The Contract completion will remain unchanged.**

**Add a change order cost for installing 2” main supply for sprinkler system.**

<u>Original Contract sum</u>	<u>\$29,815</u>
<u>The net change by previous change orders</u>	<u>\$ .00</u>
<u>The Contract sum prior to this amendment</u>	<u>\$29,815</u>
<u>The Contract sum will be increased by this amendment in the amount of</u>	<u>\$ 2,900</u>
<u>The new Contract sum including this change order will be</u>	<u>\$32,715</u>

This document shall become an amendment to the contract and all provisions for the contract will apply. All other terms and conditions of the contract remain the same. The parties hereby reserve all rights and remedies accruing prior to the date of execution of this agreement.

Contractor: Derek T. Wittkopf Date: 9/5/23

Title: Senior Estimator/PM

For Clatsop County: \_\_\_\_\_ Date: \_\_\_\_\_

Title: County Manager



# COSCO Fire Protection

## CHANGE ORDER PROPOSAL COST SUMMARY

Project: **Columbia Inn**  
Contractor: **Clatsop County**  
Contact: **Chris Martin**

COR#: **1**  
Date: **9/5/23**

Change Description: **Install additional 2" main supply for sprinkler system to make hydraulic calculations work with new underground riser location.**

### ENG./Design/Expediting

**8.0** Hours @ \$ **95.00** \$ **760**

**8.0** \$ **760**

### MATERIAL

Material	.....	\$	-
Fabrication	.....	\$	-
		\$	-

### FREIGHT/DELIVERY

Freight (Common Carrier)	.....	\$	-
Shop Delivery	<b>0.0</b> Hours @ \$ <b>65.00</b>	\$	-
		\$	-

### FIELD LABOR

			<b>RT</b>	
Foreman	<b>16.0</b> Hours @	\$ <b>109.18</b>	\$	<b>1,747</b>
Foreman OT	<b>0.0</b> Hours @	\$ <b>136.70</b>	\$	-
Apprentice	<b>0.0</b> Hours @	\$ <b>74.51</b>	\$	-
Apprentice OT	<b>0.0</b> Hours @	\$ <b>92.53</b>	\$	-
Total	<b>16.0</b>		\$	<b>1,747</b>

### EQUIPMENT

Lift Rental	<b>0.0</b> /day @	\$ <b>185</b>	\$	-
Lift Rental	<b>0.0</b> Weeks @	\$ <b>645</b>	\$	-
Lift Rental	<b>0.0</b> Month @	\$ <b>1,825</b>	\$	-
Scaffolding / Misc. Equip.	.....	\$	-	
			\$	-

### SUBCONTRACTS

Core Drilling		\$	-
		\$	-
		\$	-
Subcontracting			
Permit / Plan Check Fees	.....	\$	-

**SUB-TOTAL \$ 2,507**

Labor Mark Up	\$ <b>2,507</b>	Cost @ <b>15%</b>	\$ <b>2,882.91</b>
Material / Freight	\$ -	Cost @ <b>15%</b>	\$ -
Sub Contract / Equip. Mark Up	\$ -	Cost @ <b>15%</b>	\$ -
<b>CAT Tax</b>			\$ <b>17.00</b>
		<b>TOTAL COST</b>	\$ <b>2,900</b>

Pricing is valid for the next 30 days from date above. Pricing shall be re-calculated and re-submitted if not accepted within this timeframe. The contract/change order price for this project has been calculated based on the current prices for the component building materials and labor rates. However, the market for the building materials and labor rates that are specified is considered to be volatile, and sudden price increases could occur. Cosco Fire Protection agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers and labor providers, but should there be an increase in the prices of these specified materials that are purchased and labor contracted after execution of contract for use in this project, the general contractor agrees to pay that cost increase to the Cosco Fire Protection plus applicable overhead and profit. Any claim by Cosco Fire Protection for payment of a cost increase, as provided above, shall require written notice delivered by the Cosco Fire Protection to the general contractor stating the increased cost, labor, the building material or materials in question, and the source of supply, supported by invoices, time records, and/or bills of sale.



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

September 13, 2023

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**Agenda Title:** Funding Agreement with Port of Astoria for Airport Industrial Park  
**Category:** Business Agenda  
**Presented By:** Don Bohn, County Manager

---

**Issue Before the Commission:** Shall the Board approve a funding agreement with the Port of Astoria to allocate \$250,000 from the Industrial Development Revolving Fund for the Airport Industrial Park.

**Informational Summary:** Clatsop County established a revolving industrial development fund per ORS 275.318. The fund includes monies paid to the county from the sale of industrially zoned land. Per statute the county may expend funds in an Industrial Development Revolving Fund for prescribed purposes, including the engineering, improvement, rehabilitation, construction, operation or maintenance of an industrial property.

The Fund currently has a balance of approximately \$3.3 million.

As background, the Port of Astoria requested \$845,000 for the following expenses related to the Airport Industrial Park: Pump Station (\$140,000), Permitting Costs for AIP (\$605,000) and SE Flightline Drive road maintenance (\$100,000). Matt McGrath, Port Deputy Director, has discussed the project with your Board in work session, most recently on July 19<sup>th</sup>.

Staff is recommending a contribution of \$250,000 to allow the Port to further the work of developing the 26-acre site. The funds will be used for wetlands permitting, initial environmental work, planning, drawings, civil engineering for site plans and utilities.

The remaining balance (\$3.05 million) within the Industrial Development Revolving Fund will be available to fund potential investment in the North Coast Business Park or other industrial properties.

**Fiscal Impact:** The balance of the Industrial Development Revolving fund will be reduced from approximately \$3.3 million to \$3.05 million.

**Requested Action:**

Move to approve a \$250,000 contribution to the Port of Astoria Airport Industrial Park development project and authorize the Board Chair to execute the funding agreement.

**Attachment List**

- A. Funding Agreement
- B. Original funding request from the Port of Astoria

## FUNDING AGREEMENT

### Industrial Development Revolving Fund

This Funding Agreement (“Agreement”) is made and entered into this 23rd day of August, 2023, by and between **Clatsop County**, a political subdivision of the State of Oregon, (“**County**”) and the **Port of Astoria**, an Oregon special district (“**District**”).

County and District hereby agree as follows:

1. Funding. Clatsop County has established and maintains an Industrial Development Revolving Fund per Oregon Revised Statutes (ORS) 275.318. Upon execution of this Agreement, the County will provide a single payment of \$250,000.00 (“Funds”) to the District from the Industrial Development Revolving Fund for the purpose herein described.
2. Purpose: The District shall use the Funds for development-related expenses pertaining to the 26-acre Airport Industrial Park (AIP) owned and operated by the District. The District represents that it shall use the Funds for the exclusive purpose of preparing the AIP site for industrial development, including but not limited to plans, studies, permitting, and infrastructure.
3. Term: This Agreement shall be effective September 1, 2023 and shall terminate upon the County’s receipt of the District’s final report to the County Commissioners pursuant to section 5 of this Agreement or September 30, 2025, whichever first occurs.
4. Indemnity; Insurance: The District shall indemnify and hold the County harmless for any claim arising out of the use or application of the Funds. The District shall maintain general liability insurance in an amount sufficient to satisfy the current Oregon Tort Claim Act limits, and for the duration of this Agreement shall name the County as an additional insured on such policy.
5. Compliance and Reporting: Allocation of Funds under this Agreement is subject to the requirements of ORS 275.318 and all other applicable laws and regulations. The District shall provide quarterly financial updates to the County Finance Department describing funded activities, milestones and expenditures, and shall present a final report to the County Board of Commissioners.
6. General: Funding under this Agreement is subject to the following additional terms and conditions:
  - (A) Funding is allocated by the Clatsop County Board of Commissioners and may be modified at the sole discretion of the County Commission.
  - (B) Upon termination of this Agreement, any funds not expended for the specific purpose described in this Agreement shall be returned to the County;

**COUNTY:**

Don Bohn, County Manager

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**PORT OF ASTORIA:**

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
District Address

\_\_\_\_\_  
District Phone

As a Special District in the State of Oregon, the Port of Astoria is tasked with being an economic engine for Clatsop County and the State of Oregon. The Port accomplishes this by aligning its efforts with its mission statement:

*"The Port of Astoria seeks to generate economic growth and prosperity in a safe and environmentally responsible manner for its citizens through creation of family wage jobs and prudent management of its assets."*

Though straightforward, the above mission statement does not capture the financial and operational complexities that the Port must navigate. In execution of its mission statement, the Port differs significantly from other types of local government in that most of its revenues are not generated through taxation but through management of its assets. Consider the following information from FY 2017-19:

### Clatsop County

Fiscal Year	Taxes	Grants	Revenues	Tax %	Grant %	Tax + Grants %
2016-17	\$14,575,709	\$15,074,727	\$43,096,609	34%	35%	69%
2017-18	\$15,291,578	\$16,935,666	\$49,554,260	31%	34%	65%
2018-19	\$15,585,618	\$18,682,505	\$49,576,084	31%	38%	69%

### City of Astoria

Fiscal Year	Taxes	Grants	Revenues	Tax %	Grant %	Tax + Grants %
2016-17	\$9,924,988	\$1,364,218	\$23,426,767	42%	6%	48%
2017-18	\$10,716,621	\$360,901	\$23,419,530	46%	2%	48%
2018-19	\$11,550,814	\$297,660	\$24,833,891	47%	1%	48%

### Port of Astoria

Fiscal Year	Taxes	Grants	Revenues	Tax %	Grant %	Tax + Grants %
2016-17	\$704,868	\$4,121,637	\$13,291,818	6%	31%	37%
2017-18	\$721,655	\$1,338,969	\$10,947,013	9%	12%	21%
2018-19	\$748,705	\$592,184	\$9,534,191	10%	6%	16%

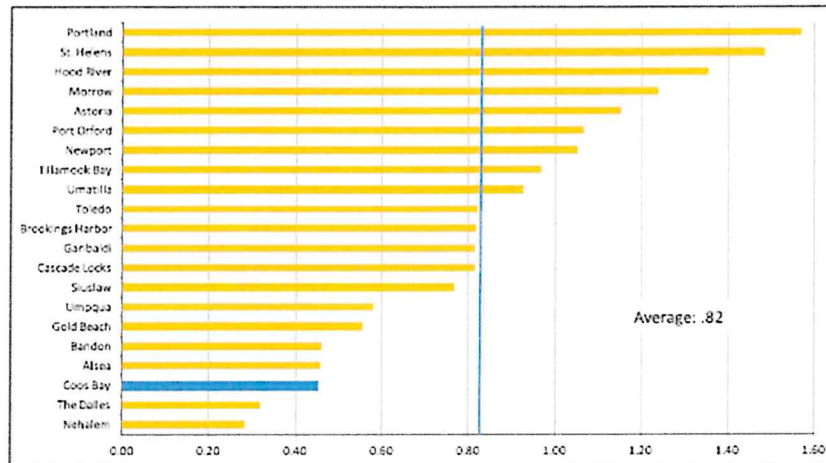
The information above begins to demonstrate the disparity between the Port's revenue streams and those of other government entities like Clatsop County and the City of Astoria. Where the County received a minimum of 31% of its revenues from taxes in FY 2018-19 and the City received a minimum of 42% in FY 2016-17, the Port received a minimum of 6% in FY 2016-17. Because each respective entity has a different revenue base, its responsibilities and operations therefore differ. Of government entities, the Port must function most like a private business. The Port must generate its own revenues so that it may accomplish the economic goals set forth in its mission statement. For the Port of Astoria, this includes management of its cargo and cruise terminals, regional airport in Warrenton, Pier 3



Boatyard and East and West Mooring Basins. The Port's most significant revenue contributor, however, is lease and property revenues. It is primarily through the management of its properties and leases that the Port generates revenues, job growth and support for over 1,700 jobs within Clatsop County. As part of its property and lease management strategies, development and job growth are also the vehicles by which the Port will be able to provide additional tax revenues for Clatsop County.

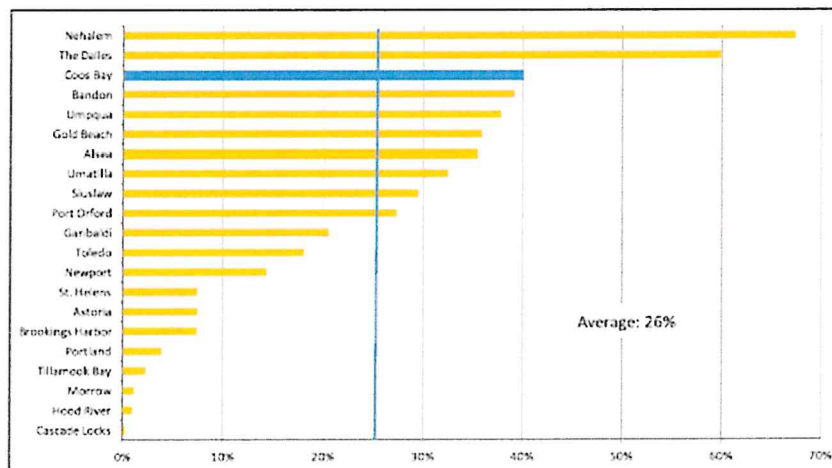
Similarly, the Port of Astoria's small percentage of tax revenues falls well below the average percentage of tax revenues received by Ports in the State of Oregon. Consider the information presented in the Port of Coos Bay's May 2015 Strategic Business Plan:

**Figure 1 – Adjusted Operating Cash Flow**



Although property tax is excluded in the comparison above, all port districts in Oregon do receive some property tax revenue. Based on our survey, the average ratio of property tax to total operating revenues was 26 percent. The Port had a ratio of 40 percent. A low reliance on property tax is favorable because property tax revenues tend not to keep pace with cost escalation over time. The Port has a higher reliance on property tax than other Oregon ports. Figure 3 shows this ratio for all surveyed port districts.

**Figure 2 – Property Tax Percentage of Operating Revenues**



**Figure 1 – May 2015 Coos Bay Strategic Plan**

Where property taxes are concerned, the Port of Astoria's millage rate ("MR") is capped at \$0.1256 per thousand dollars of assessed value. A home with \$250,000 of assessed value will generate \$31.40 in tax revenue for the Port of Astoria. The same \$250,000 home will generate \$2,041.70 for the City of Astoria (\$8.1783 MR), \$395.95 for Clatsop County (\$1.5838 MR), \$194.63 for the Clatsop Community College (\$0.7785 MR) and even \$40.50 for Sunset Empire Transportation (\$0.162 MR).

The purpose of this information is to provide a foundation to understanding the differing revenue compositions of regional government entities. This information also highlights the need for the Port of Astoria to operate differently than those entities whose revenues are more tax-dependent. As you can also see from the FY2017-19 figures provided on page 1, the Port's revenues are bolstered by differing grants – federal, state and local. In FY 2017-18, for example, the Port received 31% of its revenues from grants, all of which went to airside Port infrastructure. With rehabilitation of the runways complete, the Port now seeks development of its landside, revenue-generating infrastructure.

### **The Port of Astoria Industrial Park**

The Port of Astoria Regional Airport provides vital infrastructure support for Clatsop County, all at little relative cost to taxpayers. The United States Coast Guard, Life Flight, Home Depot, Fred Meyer, Recology and UPS are just some of the local businesses that utilize Airport infrastructure for their operations. FAA grant programs traditionally provide 90% of the funding needed to repair and maintain airside infrastructure such as runways and taxiways with the remaining 10% matching requirement potentially eligible for state funding. Whereas the airside of Airport operations infrastructure (that which directly supports aviation) are greatly subsidized by the FAA and the State, the landside infrastructure bears significant, as yet unrealized potential.

Shortly after new management was installed in July of 2019, the Port completed its Strategic Business Plan ("SBP"). The SBP was conditionally accepted by Business Oregon at the beginning of 2020. The remaining condition is Business Oregon's review and acceptance of a Capital Facilities Plan ("CFP") component of the SBP. The CFP was crafted in the latter half of 2020 and submitted to Business Oregon during the first week of 2021. The CFP details short and long-term investment goals and includes maintenance and development projects along the Central Waterfront in Astoria and the Skipanon Peninsula and Regional Airport in Warrenton. One of the Port's specific goals within the CFP is the development of the Airport Industrial Park ("AIP") in Warrenton. The AIP is a 26-acre site whose current development plans are contemplated as shown below.



**Figure 2 – Airport Industrial Park Development Plan**

There have been several obstacles to the development of the AIP parcel shown above. One of the primary hurdles for the Port to overcome is the sewer infrastructure deficiencies - the inflow & infiltration (“I&I”) problem within the Airport boundaries as well as the additional infrastructure needed to support AIP development. Where the I&I problem is concerned, most of the sewer infrastructure within the Airport dates to World War II. Though functional, the sewer’s degraded condition allows millions of gallons of I&I annually. In rough numbers, the City of Warrenton provides the Port with one million gallons of water annually yet receives five million gallons of sewage in return. The City of Warrenton justifiably cannot consider any AIP development until the Port addresses the long-standing I&I issues within the Airport boundaries. Where infrastructure to support AIP development is concerned, an additional pump station and 1,200 feet of sewer line must be added to connect with the City of Warrenton’s pump station on SE 12<sup>th</sup> Place. In response to these issues, the Port tasked AM Engineering to design a multi-station pressurized system that will replace the aging sewer infrastructure, solve the Port’s I&I problems and add sufficient capacity for all AIP development. System design was approved by the City of Warrenton at the end of 2020 and put out for bid on Monday, January 4<sup>th</sup>, 2021. The Port plans to complete the sewer construction project and thereby solve the I&I and AIP infrastructure challenges by May 2021. Though the Port will not receive bids until January 22, 2021, the project costs are currently estimated at \$450,000. Sixty-nine percent (\$310,000) of this total is estimated for I&I resolution while thirty-one percent (\$140,000) is estimated for new AIP infrastructure.

#	Task	Cost
1	Engineering & Project Management	\$59,000
2	Permitting	\$6,500
3	Grading & Erosion Control	\$34,500
4	Pump 1 (FBO, Life Flight) - Excavation and Installation	\$75,000
5	Pump 2 (Lektro) - Excavation and Installation	\$75,000
6	Pump 3 (UPS, Bar Pilots) - Excavation and installation	\$60,000
7	<b>Pump 4 (Airport Industrial Park) - Excavation and installation</b>	<b>\$140,000</b>
	<b>Total Costs</b>	<b>\$450,000</b>

**Figure 3 – Estimated I&I Costs**

Aside from addressing failing sewer infrastructure, the primary driver behind the new sewer infrastructure is the Port’s desire to develop the AIP to generate additional lease revenues. Specifically, it is the Port’s desire to install a new sewer system so that it may locate its first tenant within the AIP. In response to the Port’s agreement to solve the I&I issues within the Airport boundaries and provide infrastructure to support AIP development, the City of Warrenton authorized a tri-partite agreement in December of 2020. The agreement executed between the City, the Port and the Scoular Company allows Scoular to begin constructing an \$8 million, 14,400 square foot fish-meal processing plant on 1.46 acres of the AIP in the spring of 2021. The Scoular plant will provide an effective synergy with two additional Port tenants currently on the Central Waterfront: Bornstein Seafoods and DaYang Seafoods. Construction of the facility will take 45,000 hours at an average wage of \$50/hour. This will bring an estimated \$2.25 million of local payroll benefit to Clatsop County. Once the Scoular facility is completed, it will operate year-round with 10 FTEs.

Once the Scoular project is complete, roughly 11.53 acres of the AIP will need to be prepared for further tenant development. A significant portion of this preparation is related to permitting, specifically those



permits that are required for wetlands and wetlands mitigation. Nearly all developable Airport properties and roughly half of the AIP include wetlands delineations. Obtaining the required permits and mitigation credits for the development of these wetlands parcels represents significant investment. Estimated costs for respective permitting tasks are shown in the table below:

#	Task	Cost
1	Permit Applications (USACE JPA and DSL)	\$50,000
2	Environmental Assessment for JPA & DSL	\$20,000
3	FAA - Cultural and Historic Resources Assessment	\$50,000
4	FAA - Wetland Delineation	\$50,000
5	FAA - Categorical Exclusion	\$20,000
6	FAA - Environmental Assessment	\$150,000
7	Wetlands Permitting	\$200,000
8	Biological Assessment for ESA	\$65,000
	<b>Total Costs</b>	<b>\$605,000</b>

**Figure 4 – Estimated Permitting Costs for AIP Development**

These tandem projects – new sewer infrastructure and the Scoular processing plant - are intended to begin removing barriers to economic development at the valuable and heretofore undeveloped AIP. With the new sewer system installed, the entirety of the AIP will have adequate and City-approved utility support which will allow the Port to move forward with the permitting process outlined above. These tasks completed, one of the last barriers to development will be the repaving of SE Flightline Drive. The eight hundred feet of SE Flightline Drive provides critical access to the AIP and other Airport properties as well as direct access to the USCG Station Sector Columbia River and is estimated to cost \$100,000 (20,000 sq ft @ \$5 per).

The potential short- and long-term economic benefits of the AIP's development are substantial. Construction of Scoular's processing plant will take an estimated 45,000 hours at an average hourly wage of \$50 for a total of \$2.25 million in local payroll (\$1.54 million per acre average). Upon completion, the Scoular facility will support 10 FTEs (6.85 FTEs per acre average). Utilizing Scoular project numbers as a standard, the remaining 11.53 acres of AIP infrastructure could potentially provide an additional \$17.76 million in short-term local payroll and support an additional 79 FTEs after construction. With the AIP's full development, the region could realize \$20.01 million in short-term local payroll and support for 89 FTEs.

The Port is demonstrating its commitment to the AIP's development through investment in new sewer infrastructure and the initiation of an Airport Master Plan ("AMP"). After interviewing and vetting five different AMP engineering firms in January 2021, the Port is currently in negotiations with Mead & Hunt to complete the AMP beginning in FY 2021-22. To expedite the permitting process outlined above and to encourage local and regional growth, **the Port of Astoria is requesting economic development/grant assistance from Clatsop County for the following specific items:**

- **AIP Pump Station 4 (Line 7, Figure 3)** **\$140,000**
  - **Permitting Costs for AIP Development (Figure 4)** **\$605,000**
  - **SE Flightline Drive Paving** **\$100,000**
- Total Request: \$845,000**

These investments will be made with the intention of securing additional funding from the County's and Port's partners at Business Oregon, for site preparedness, and Oregon Department of Transportation for road improvements. The Port is actively working with the North Coast Regional Solutions Team for state agency coordination and technical assistance. This will help ensure the permitting process is not unnecessarily delayed and allow the Port to deliver market-ready sites in a reasonable timeframe. Such cooperative economic development funding will be vital to ensuring that the additional 11.53 acres of valuable AIP property are market-ready and available for Industrial Development as soon as possible. Such funding will also demonstrate a synergistic commitment to economic development within Clatsop County. We believe that the information and requests presented herein align well with Clatsop County's Economic Development Focus as outlined in its October 2020 Strategic Plan:

*"A strong, diverse and resilient economy is essential to meet the education, social, environmental, infrastructure, equity and quality of life goals for our community. For the purpose of strategic planning, economic development encompasses many facets including job retention and creation, family wage incomes, transportation, infrastructure, comprehensive community planning and removal of regulatory barrier where feasible and appropriate."*

*"Economic Development efforts at the local level require collaboration and partnership with the state and all manner of public, private and not-for-profit partners..."*

*"Clatsop Count endeavors to engage with economic development partners with a spirit of teamwork, productivity, transparency/accountability, effectiveness, efficiency, and equity/fairness."*



**Figure 5 – Airport Boundaries**

Thank you for your consideration. If you should have any questions or comments, please don't hesitate to contact me.

Respectfully submitted,



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Matt McGrath

Deputy Director – Port of Astoria

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

September 13, 2023

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**Agenda Title:** ARPA Funding Agreement with City of Warrenton to Enhance Infrastructure to Facilitate Housing

**Category:** Business Agenda

**Presented By:** Don Bohn, County Manager

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**Issue Before the Commission:** Shall the Board of Commissioners approve an ARPA funding agreement with the City of Warrenton to partially fund water infrastructure improvements to facilitate housing development.

**Informational Summary:** The Clatsop County Housing Strategies report, a cooperative initiative by cities and the County, assessed current conditions and trends related to the local housing market and made recommendations to expand housing through 1) land supply; 2) policy and development code; 3) development incentives; 4) funding tools and uses; and 5) regional collaboration and capacity building.

Within the City of Warrenton, a particular barrier to housing development relates to the inadequacy of city water and waste water infrastructure. To assist the city in developing the infrastructure required for housing development, staff recommends an ARPA contribution of \$250,000 specific to enhancing the water and waste water infrastructure along Ridge Road.

**Fiscal Impact:** \$250,000 contribution to the City of Warrenton as part of roughly \$7.8 million in ARPA funding.

### Requested Action:

I move the approve the ARPA Funding Agreement with the City of Warrenton in the amount of \$250,000 to fund infrastructure improvements along Ridge Road to facilitate housing development.

### Attachment List

- A. ARPA Funding Agreement
- B. ARPA Concept Plan

C. Letter from the City of Warrenton



## FUNDING AGREEMENT

This intergovernmental agreement is made this 13<sup>th</sup> day of September, 2023, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter “**County**” and **City of Warrenton**, a Political Subdivision of the State of Oregon, hereinafter “**City**”.

### Recitals

**WHEREAS**, ORS 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform; and

**WHEREAS**, In May 2021, County was allocated approximately \$7.8 million in Federal American Rescue Plan Act of 2021 (ARPA) funds to respond to the impacts of the coronavirus pandemic; and

**WHEREAS**, the Clatsop County Board of Commissioners has approved ARPA funds being granted to the City to provide water and waste water infrastructure support to facilitate housing development.

NOW THEREFORE, the parties agree as follows:

1. **Term:** This Agreement shall be for September 1, 2023 through December 31, 2026.
2. **Purpose and Payment:** County shall provide funding to the City in the total amount of \$250,000 for water and waste water infrastructure enhancements. The City represents that it shall use the funds provided for this exclusive purpose. The County will make a single payment to the City upon approval by the Board of Commissioners and execution of this Agreement.
3. **Indemnity:** This Agreement is for the benefit of the parties only. To the extent allowed under the Oregon Constitution and the Oregon Tort Claims Act, the City shall indemnify and hold County harmless for any claim arising from the application of these funds. The City shall maintain liability insurance in an amount sufficient to satisfy the current Oregon Tort Claim Act limits, and shall name County as an additional insured on any policies.
4. **Compliance and Reporting:** Funds provided to the City by this Agreement are a subaward of State and Local Fiscal Recovery Funds (SLFRF). Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient. The City shall adhere to all SLFRF subrecipient compliance and reporting requirements as determined by the U.S. Department of the Treasury. These requirements include, but are not limited to: (a) Subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements. (b) Subrecipients must ensure subawards are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with awarded funds. (c) County may issue additional reporting requirements for SLFRF subawards greater than \$50,000, as required by the U.S. Department of the Treasury. The City shall follow the annual reporting schedule outlined below until all funds are expended or until December 31, 2026 (deadline for expending funds); whichever comes first.

Annual Report	Period Covered	Due Date
1	July 1, 2021 – March 31, 2022	April 15, 2022
2	April 1, 2022 – March 31, 2023	April 15, 2023
3	April 1, 2023 – March 31, 2024	April 15, 2024

4	April 1, 2024 – March 31, 2025	April 15, 2025
5	April 1, 2025 – March 31, 2026	April 15, 2026
6	April 1, 2026 – December 31, 2026	January 15, 2027

5. General: Funding for this Agreement is allocated by the Clatsop County Board of Commissioners.

(A) All funds not expended for the specific purpose described within this agreement shall be returned to the County;

(B) All funds not expended by December 31, 2026 shall be returned to the County.

6. General Terms and Conditions

6.1. Laws of Oregon. The parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. All relevant provisions required by ORS Chapter 279A and 279C to be included in public contracts are incorporated and made a part of this Agreement as if fully set forth herein.

6.2. Default. Time is of the essence in the performance of the Agreement. Either party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect.

6.3. Modification of the Agreement. No waiver, consent, modification, or change of terms of this Agreement shall be binding unless in writing and signed by both parties.

6.4. Remedies. Any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Clatsop County Circuit Court. The parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

6.5. Excused Performance. In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of GOD, governmental restrictions imposed on or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the party to be excused. The Party seeking non-performance under this section shall provide notice to the other party as soon as practicable.

6.6. Severability. If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

6.7. Integration. This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

**COUNTY:**

Don Bohn, County Manager  
\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**City of Warrenton:**

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City of Warrenton Address

\_\_\_\_\_  
City of Warrenton Phone

## Clatsop County's **Estimated** American Rescue Plan Act Funding Allocations (Updated 7/13/23)

Federal Guidelines	Category	Year 1 (FY 21-22)	Year 2 (FY 22-23)	Year 3 (FY 23-24)	Year 4 (FY 24-25)	Total	Spent-To-Date (6/9/23)
#1 Respond to the Coronavirus health impacts or economic impacts including assistance to households, small businesses, non-profits, and impacted industries including hospitality, travel, and tourism	Economic Development (SBDC funding)	\$ -	\$ 162,500	\$ 120,000	\$ 120,000	\$ 402,500	\$ 162,500
	Child Care Initiatives	\$ -	\$ 200,000	\$ 150,000	\$ 150,000	\$ 500,000	\$ 200,000
	Navigation Center Support	\$ 70,000	\$ 70,000	\$ 70,000	\$ 50,000	\$ 260,000	\$ 70,000
	Emergency Shelter System Support	\$ 100,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 1,000,000	\$ 100,000
	Other Non-profit Support	\$ 100,000	\$ 60,000	\$ 50,000	\$ 50,000	\$ 260,000	\$ 150,000
	Mental Health Crisis Response (CBH)	\$ 80,000	\$ 160,000	\$ 160,000	\$ 80,000	\$ 480,000	\$ 240,000
	Enhanced Mental Health Services (Jail)	\$ -	\$ 25,000	\$ 88,800	\$ 88,800	\$ 202,600	\$ -
	Affordable Housing Development	\$ -	\$ 75,000	\$ 125,000	\$ 125,000	\$ 325,000	\$ 75,000
	Affordable Housing Grants (predevelopment)	\$ -	\$ 150,000	\$ 100,000	\$ 100,000	\$ 350,000	\$ -
		\$ 350,000	\$ 1,202,500	\$ 1,163,800	\$ 1,063,800	\$ 3,780,100	\$ 997,500
#2 Provide premium pay for essential workers up to \$13 an hour with an annual cap of \$25,000	N/A					\$ -	\$ -
#3 Cover for lost revenue in providing services	Invest in Public Health Infrastructure	\$ 350,000	\$ 375,000	\$ 350,000	\$ 350,000	\$ 1,425,000	\$ 725,000
	Jewell School Based Health Center	\$ -	\$ 125,000	\$ 125,000	\$ -	\$ 250,000	\$ 93,750
	County Facility Space Planning	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000
	Emergency Preparedness/Resiliency	\$ 26,000	\$ 76,800	\$ -	\$ -	\$ 102,800	\$ 59,696
		\$ 526,000	\$ 576,800	\$ 475,000	\$ 350,000	\$ 1,927,800	\$ 1,028,446
#4 Make investments in water, sewer, or broadband infrastructure	Rural Internet/Comms Accessibility & Enhancement	\$ 525,000	\$ -	\$ 150,000	\$ -	\$ 675,000	\$ 525,000
	Water Assessment - Clatsop Plains	\$ 25,000	\$ -	\$ 50,000	\$ 50,000	\$ 125,000	\$ 25,000
	County-Wide Septage	\$ -	\$ -	\$ 360,000	\$ -	\$ 360,000	\$ -
	Anaerobic Biodigester Feasibility	\$ 30,000	\$ 30,000	\$ 75,000	\$ -	\$ 135,000	\$ 55,000
	Warrenton Infrastructure Development	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000	\$ -
	Knappa School Infrastructure	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ -
	Westport Sewer District Improvements	\$ 170,000	\$ 130,000	\$ -	\$ -	\$ 300,000	\$ 170,000
		\$ 750,000	\$ 160,000	\$ 1,035,000	\$ 50,000	\$ 1,995,000	\$ 775,000
Year 1-4 Funding Totals		\$ 1,626,000	\$ 1,939,300	\$ 2,673,800	\$ 1,463,800	\$ 7,702,900	\$ 2,800,946
		Contingency				\$ 110,140	\$ -
		Clatsop County's Total ARPA Funding				\$ 7,813,040	\$ 2,800,946
LATCF Funding		\$ -	\$ 50,000	\$ 50,000	\$ -	\$ 100,000	\$ -
Total Funding						\$ 7,913,040	\$ 2,800,946

\*ARPA Funding = \$7,813,040

\*LATCF Funding = \$100,000

Note - Funding must be expended/under contract by 12/31/2024



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## MEMORANDUM

TO: Clatsop County Commissioners

FROM: Esther Moberg, Warrenton City Manager

DATE: August 18, 2023

Dear Clatsop County Commissioners,

The City of Warrenton respectfully requests County ARPA funds in the amount of \$250,000 to offset costs for infrastructure improvements for a major housing development in Warrenton. This project will help meet multiple levels of housing needs for the County. Warrenton is anticipating a planned development being built over the next five to ten years. Before that happens, we need additional water and sanitary sewer mains added to the Ridge Road area to meet the anticipated capacity of 450 units being added to our community.

Warrenton recognizes we often are seen as having the most available opportunities for development of future housing. We are willing to play our part in meeting the housing needs of the area, but we also need some support when it comes to infrastructure capacity. The oversizing of the water and sanitary sewer pipelines is only part of our work. We continue to plan for other infrastructure needs including a new wastewater treatment plant and adding a new reservoir to our water treatment plant.

Thank you for helping us work towards collaborative solutions to meet the housing needs of the area.