



# CLATSOP COUNTY

## BOARD OF COMMISSIONERS AGENDA

### WORK SESSION & REGULAR MEETING

### VIRTUAL MEETING

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Wednesday, May 12, 2021

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#### BOARD OF COMMISSIONERS:

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

[commissioners@co.clatsop.or.us](mailto:commissioners@co.clatsop.or.us)

#### CONTACT:

800 Exchange, Suite 410  
Astoria, OR 97103  
Phone (503) 325-1000  
Fax (503) 325-8325

[www.co.clatsop.or.us](http://www.co.clatsop.or.us)

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#### Clatsop County Board of Commissioners host virtual meetings on GoToMeeting

During the COVID-19 pandemic, the Board remains committed to broad community engagement and transparency of government. To provide an opportunity for public testimony while physical distancing guidelines are in effect, the Board will host virtual meetings on GoToMeeting.

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<https://global.gotomeeting.com/join/793513109>

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Those wishing to provide testimony on public hearings or 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). Once registered, you will be notified when it is your opportunity to speak for a two-minute presentation. The public may also submit comments to [commissioners@co.clatsop.or.us](mailto:commissioners@co.clatsop.or.us) which will be provided to the Board and submitted into the record .

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**COUNTY-WIDE BUDGET MEETING: 1:00 PM**

**DISTRICT BUDGET MEETING: 4:00 PM**

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### WORK SESSION: 5:00 PM

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

Board Communication {5 min}

Discuss Formal Agenda {5 min}

#### TOPICS:

1. Legislative Update {20 min}
2. Public Health Update {5 min}

- [3.](#) LAWDUC Article 4 Revisions {15 min} {Page 3}
- [4.](#) Appointment to the Arts Council of Clatsop County & Amendment to the By-laws {5 min} {Page 5}

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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.*

### **ROLL CALL**

### **AGENDA APPROVAL**

**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**

- [5.](#) Approve the 2020-21 Budget and Appropriation Adjustments {Page 20}
- [6.](#) Set hearing date to annex property into Cannon Beach Rural Fire Protection District {Page 23}
- [7.](#) Set hearing date to annex property into Cannon Beach Rural Fire Protection District {Page 32}
- [8.](#) Approval of Agreement with Capitol Asset & Pavement Services Inc. {Page 54}
- [9.](#) Oregon State Marine Board Facility Grant Intergovernmental Agreement 1672 {Page 69}

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

### **COUNTY MANAGER'S REPORT**

### **BUSINESS AGENDA**

- [10.](#) Update County Ambulance Service Area Franchise Agreement {Page 97}

### **GOOD OF THE ORDER**

### **ADJOURNMENT**

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## **CLATSOP COUNTY HOUSING AUTHORITY**

1. Transferring Financial Accounts from Clatsop County Housing Authority to Northwest Oregon Housing Authority {separate materials}

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Agenda packets also available online at [www.co.clatsop.or.us](http://www.co.clatsop.or.us)

**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

## WORK SESSION AGENDA ITEM SUMMARY

May 12, 2021

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**Topic:** LAWDUC Article 4 Revisions  
**Presented By:** Gail Henrikson, Community Development Director

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**Informational  
Summary:**

In December 2020, the Board approved Ordinance #20-03, which consolidated the *Land and Water Development and Use Ordinance* (LWDUC) and the Clatsop County *Standards Document*, into the Clatsop County *Land and Water Development and Use Code* (LAWDUC). Both the LWDUC and the *Standards Document* were originally adopted on September 30, 1980, and were amended several times over the intervening decades. Prior to the consolidation, staff, developers, realtors and residents were required to search between two separate documents to find information. Oftentimes information related to the same subject was located in each of these two documents. At other times, information was outdated, no longer consistent with current practices or contradictory. The consolidation was not intended to revise any existing regulations, eliminate any existing regulations or to create any new regulations.

Following adoption of Ordinance #20-03, staff began receiving calls from developers, property owners and residents regarding the consolidated code. Through the process of speaking with these persons, staff was made aware that by consolidating requirements that had been scattered throughout the code, readers were interpreting the code differently than staff, who continued to interpret it as they had prior to the consolidation.

**EXAMPLE – ACCESSORY BUILDINGS:** Staff copied regulations for accessory buildings that were contained in the definitions section of the code and included those regulations with the requirements for accessory buildings in the RA-2 Zone. By definition, accessory buildings, such as shops or detached garages, are to be “subordinate in size” to the house. Because that requirement is buried in the definitions section, it is rarely, if ever, used to review permit applications. However, once the regulation was copied from the definition and added to “Accessory Building” requirements in Article IV, it created the perception that a proposed shop or other outbuilding would have to be smaller than the house. There was also confusion regarding how “subordinate” would be determined or measured. Staff did not normally apply the “subordinate” requirement to

outbuildings and it was not the intent of staff to change that practice by copying language from the definition to the zoning requirements.

After speaking with County Counsel, it was determined that as staff had not intended to revise regulations or create new interpretations, that staff could continue to utilize their original interpretations as they had previously done. However, Counsel advised staff to bring the item before the Board as soon as it could be scheduled, to ensure the Board was aware of the situation and to inform them of the corrections that would be forthcoming. **The Board should note that no permits were denied or delayed because of the interpretation issue and that per the advice of County Counsel, staff continues to honor its original interpretations when discrepancies arise.**

To correct the interpretation differences and to ensure that future discrepancies do not occur, staff has revised Article 4 of the *Land and Water Development and Use Code* (LAWDUC) to remove the tables and to restore the original unaltered zoning district text originally contained in the LWDUO. In the process of restoring the original text, staff did make the following revisions:

- Corrected spelling and grammatical errors
- Removed the Building Official as the staff person responsible for determining when culverts are required, as this role is performed by the County Engineer
- Updated citations to the current LAWDUC numbering
- Reformatted Article 4 to conform to current LAWDUC numbering and typeface

Staff is proposing to bring the revisions to the Planning Commission in August 2021 for review and a recommendation to the Board. Staff anticipates that this item would be scheduled for Board review and approval in September 2021. During this time, staff will continue to work with the original interpretations as permit applications are submitted. Staff will also continue to revise and reincorporate the tables as time permits, in order to increase the functionality of the LAWDUC.

Located on website

- A. Article 4 – Strikethrough/Underline Format
- B. Article 4 – Clean Version



# Board of Commissioners Clatsop County

## WORK SESSION AGENDA ITEM SUMMARY

May 12, 2021

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**Topic:** Appointment to the Arts Council of Clatsop County & Amendment to the By-laws

**Presented By:** Theresa Dursse, Staff Liaison to the Arts Council

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**Informational  
Summary:**

The Arts Council of Clatsop County was formed in January of 2014. The mission of the Arts Council is to support, promote, and advocate for the arts and culture to encourage artist education, opportunities and art in public places. According to the Arts Council by-laws the Council shall consist of not fewer than seven and no more than nine members who are appointed and serve at the pleasure of the Clatsop County Board of Commissioners. Each member shall serve for a term of three years.

With the resignation of Stuart Emmons, staff issued a call for applicants. The notice was sent out on March 1<sup>st</sup> to fill the vacant seat. A total of four applications were received, one applicant has withdrawn their application.

APPLICANTS			
Name	Commissioner District	Occupation	Term Expiration Date
Scott Justus	1	Consultant	
Susan Nettelbeck	3	Artist	
Jennifer Johnston	5	Film Producer	
Sondra Carr	3	Business Owner	WITHDREW

CURRENT MEMBERS			
David Ambrose	3	Retired	12/31/21
Sarah Andrews-Collier	2	None	12/31/21
Jennifer Crockett	3	Arts Admin./Musician	12/31/23
Jessie Fan	5	Physician	12/31/23
Katherine Lacaze	5	Freelance Writer	12/31/22
Sheila Martin	3	Community Volunteer	12/31/21

Merrilyn Taylor	5	Retired	12/31/23
Danyelle Tinker	1	Licensed Massage Therapist	12/31/23

Three council members, Katherine Lacaze, Sarah Andrews-Collier and Sheila Martin interviewed the three applicants. Their recommendation is to appoint Scott Justus to the Arts Council to serve a three-year term, expiring December 31, 2022.

The Council is asking to revise their By-laws which were last revised October 2018. The proposed changes are meant to improve clarity, inclusivity and grammatical corrections.

The most notable change is to elect officers at the last meeting of each calendar year versus the first January meeting. The terms end in December so then the officers selected will be voted on by the members who have served on the council for awhile. When officers are selected in January, it often puts onus on new members to have an opinion and make a vote with which they are unfamiliar.

#### **Attachment List**

- A. Applications
- B. Revised By-laws

Withdrawn

COMMITTEE, BOARD OR COMMISSION APPLICATION  
CLATSOP COUNTY

Date: 3/7/2021

Sondra Carr

Name

2647 Grand Ave.

Mailing Address

Astoria

City

Street Address: 2647 Grand Ave.

Email: sondracarr@gmail.com

Home Telephone: 503-354-6111

Other Telephone: n/a

☐ work ☐ cell phone)

Current Occupation: Business Owner

Years Resident of County: 4.5

Do you live within the city limits: ☒ Yes ☐ No

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

Committee, Board of Commission Applied for:

1. Arts Council Committee Member

2. \_\_\_\_\_

3. \_\_\_\_\_

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

Sculptor and Painter: Concordia University, Montreal, Quebec, CA

Graphic Arts and Advertising

Business owner: Retail Innovations, LLC in Astoria (Weird Sisters and Vignette Coastal Design)

Founding partner and Artistic Director: Project Storefront in Astoria, OR

Social Media and Grant Writing Fellowship (current): UWCC in Astoria, OR

Facilities Director for working Board of Directors NueBox artists' residency in Phoenix, AZ

Co-Curator Phoenix Center for the Arts Gallery

Volunteer Guide: ArtLink in Phoenix, AZ

Please complete other side →

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

I have always been involved in volunteer and arts organizations and having finally completed setting up a new business with systems that allow it to more easily run itself (and after weathering a worldwide pandemic) I finally have more time to spend on community projects.

Art and helping artists to succeed is always front of mind for me. My involvement with the variety of organization listed above over the years will show this commitment.

My business also gives money every month as direct micro-grants to local artists and provides ways for applicants to become a part of the process.

Creativity has been the main focus of my life, and my other abilities of event planning and organization, advertising, social media, and fundraising (which are being expanded through my fellowship with United Way of Clatsop County) along with my natural networking abilities generally pull me into the administrative sides as well.

I'm currently consulting with Blue Scorcher Bakery and Cafe on their redesign and am bringing together a team of local artisans and artists to complete the project including HiiH Lights (to expand their work in the space) and NorseWest Woodworking among others. In every pursuit, business or personal, I have historically created avenues for other artists to collaborate. It's the running theme of my life.

I often bridge the gap between businesses and artists. It's a space in which I feel that I offer the most. I speak both languages and that's not often easy to find. (Full disclosure - I lean heavily on the language of art).

I would be both honored and excited to be chosen for this committee assignment and believe my skills and extensive creative network would be an asset as well.

Thank you for your consideration.

*Sandra Carr*

Signature

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

# Clatsop County Oregon

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

[Home](#) > [Committee Application - Online](#) > [Webform results](#) > Submission #129

## Submission information

Form: [Committee Application - Online](#) (1)  
Submitted by Visitor (not verified)  
Sun, 03/14/2021 - 5:02pm  
192.168.4.254

### Date

Sat, 03/13/2021

### Name

Susan Nettelbeck

### Mailing Address

1091 Irving Ave

### City

Astoria

### Street Address

1091 Irving Ave

### Email

nettelbecksusan@gmail.com

### Telephone

4154200590

### Current Occupation

Artisit - Business Operations Manager

### Years Resident of County

1

### In which Commissioner District do you reside?

3

### Committee, Board or Commission applied for:

Arts Council

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

While working in a traditional day job managing businesses for over 20 years, I obtained my BFA from the San Francisco Art Institute, established an art studio at Hunters Point & exhibit in various San Francisco galleries. After over 20 years in the Bay Area, I moved to Portland, Oregon. I continued my artistic practice today & until recently had an active studio at NW Marine Art Works in

Leadership program. The Arts Leadership program was a seven-month board training program. It provided a great space for arts organization board members to develop the knowledge and skills to lead arts organizations. I moved to Astoria last August to be closer to the water, what I miss most from living in the Bay Area.

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

Since graduating from the RACC Arts in a leadership program in 2019, I have been looking to join an arts council, board, or commission. With my 20 plus years as an artist, accountant, human resources, and business manager, I am now looking to give back to a community. I would like to get involved and get to know the artist community in Astoria. I know that being on the board would be a perfect opportunity for me to learn about the artistic community, hone my leadership and communication skills, and a chance for me to contribute in any way that I can to achieve the goals of the board.

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```
function googleTranslateElementInit() { new google.translate.TranslateElement({pageLanguage:
    'en', includedLanguages: 'de,es,fr,hi,it,ko,ru,vi,zh-CN', layout:
    google.translate.TranslateElement.InlineLayout.SIMPLE}, 'google_translate_element'); }
```

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**Source URL:** <https://www.co.clatsop.or.us/node/2050/submission/10533>

**Links**

[1] <https://www.co.clatsop.or.us/county/webform/committee-application-online>

# Clatsop County Oregon

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

[Home](#) > [Committee Application - Online](#) > [Webform results](#) > Submission #132

## Submission information

Form: [Committee Application - Online](#) <sup>[1]</sup>

Submitted by Visitor (not verified)

Thu, 03/18/2021 - 6:23pm

192.168.4.254

## Date

Thu, 03/18/2021

## Name

Scott Justus

## Mailing Address

410 Harrison Ave.

## City

Astoria

## Street Address

410 Harrison Ave.

## Email

zephyrsf@hotmail.com

## Telephone

415-715-4769

## Current Occupation

Non-Profit Consultant & Fundraiser

## Years Resident of County

0

## In which Commissioner District do you reside?

1

## Committee, Board or Commission applied for:

Arts Commission

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

I am a non-profit leader and musician. With over 15 years of professional experience in non-profit leadership, fund development, and community relations, my Certified Volunteer Administrator (CVA) credentials illustrate my experience in creating, maintaining, and evaluating programs for non-profits while supporting their mission, marketing, and fundraising efforts. I possess a calm and

ate demeanor with superior listening skills, work well across diverse populations, and adapt to new situations. I am innovative, efficient, and a problem solver with a data-driven

high-performance mindset. In addition to my experience in non-profit administration, I have over 20 years of experience producing large and small special events. Before COVID, I raised funds for the Freight & Salvage, a roots music-based, 500 seat performance venue in Berkeley, California.

Currently, I serve as Board Secretary for Bluegrass Pride, an international LGBTQ+ folk/bluegrass organization where we believe bluegrass is for everyone. Part of our mission is to book and support LGBTQ+ artists, giving me access to a diverse group of well-known entertainers like Molly Tuttle, Ani DiFranco, Amythyst Kiah of Our Native Daughters, Che Apalache, and Alice Gerrard. I am also a member of the International Bluegrass Music Association and work with many major artists behind the scenes to support those musicians, venues, and suppliers to put on the IMBA Awards and World of Bluegrass national conference. My membership provides access to big names in the business and training in best practices for working with artists, venue knowledge, and booking artists for events and performances.

Before diving into the bluegrass/folk scene in the last few years, I was a regional French horn player, sang for the University of North Texas Grand Chorus at the Meyerson Symphony Center in Dallas, Texas, and gave a country and western performance for tens of thousands of folks at the San Francisco Pride Parade. I have also performed in musicals like Oklahoma and Seven Brides for Seven Brothers. My first job in San Francisco, while going to college, was managing a piano bar/cabaret on Polk Street. In addition to the major non-profit fundraising events I have produced, I have managed portions of large events such as SF Pride and Folsom Street Fair. That is in addition to the management of my own events which included the booking of major artists or speakers.

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

Although new to Astoria and Clatsop County, I have a love for the arts and hope to use my experience in the non-profit sector to support our local arts organizations. I believe the arts are good for everyone's well-being and overall health. I would also like to meet other like-minded folks in the area that believe in the power of the arts and continue to make Clatsop County a destination for the arts in the Pacific Northwest. Since moving to Astoria, I've been working with Jennifer Crockett at the Liberty Theatre on some marketing and fundraising objectives and would love to expand that work to the Arts Council.

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```
function googleTranslateElementInit() { new google.translate.TranslateElement({pageLanguage:
    'en', includedLanguages: 'de,es,fr,hi,it,ko,ru,vi,zh-CN', layout:
    google.translate.TranslateElement.InlineLayout.SIMPLE}, 'google_translate_element'); }
```

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**Source URL:** <https://www.co.clatsop.or.us/node/2050/submission/10589>

**Links**

[1] <https://www.co.clatsop.or.us/county/webform/committee-application-online>



COMMITTEE, BOARD OR COMMISSION APPLICATION  
CLATSOP COUNTY

Date: March 20, 2021

Jennifer Johnston

Name

71295 Northshore Drive

Mailing Address

Birkenfeld, Oregon 97016

City

Street Address: 71295 Northshore Dr

Email: astridjj@msn.com

Home Telephone: 503-755-0737

Other Telephone: 503-720-1352

☐ work ☒ cell phone)

Current Occupation: Film Producer

Years Resident of County: 5 months

Do you live within the city limits: ☐ Yes ☒ No

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

Committee, Board of Commission Applied for:

1. Arts

2. Planning

3. \_\_\_\_\_

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

Education: EdM, Harvard Graduate School of Education (Language and Literacy), MA University of Oregon, Interdisciplinary Program Creative Writing, Film Studies, and Public Policy Management, BA, University of Georgia, History and Germanic Languages.

2018-Present: Film Producer, Conceptualist Films (remote) Burbank, California: Involved in all producing responsibilities for music and film production including licensing, funding, negotiating contracts, distribution, hiring talent and crew, resolving disputes, investigating claims, tracking social media campaigns, researching and delivering written and video promotions.

2012-Present: International Sustainable Education Association: Involved in tutoring local high school students in college and creative writing, organizing classes and workshops, creative writing,

Please complete other side →

and geology. This was in the Lake Oswego School District. I was also an arts literacy volunteer and homeschool parent 2005-2009. (LOSD)  
2014-2015 - Liberty High School, Special Ed Case Manager  
2010-2012 - Hillsborough Community College,  
Tenure Track Instructor, Prep Writing. (Tampa, FL)  
Created 1st ever Arts Club, led student food drive for Feeding America Tampa Bay, taught 4 sections of Prep Writing focusing on the Personal Essay.

2009-2010 - Chemeketa Community College, Technical Writing Instructor. Taught 3 sections of Technical Writing and taught grant writing and non-profit creation.  
2005-2009 - College Success Skills, Portland Community College.

2001-2005 - Johns Hopkins University, Instructor (wash. DC)  
Senior Project, Technical + Research Writing.

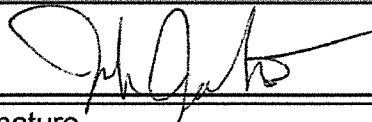
1998-2001 American University (Washington, DC)  
Taught English 252, Issues, Ideas, and Words in the APEL program. Focused on major modern

essays.  
1997-1999 - The Chelsea School, Silver Spring, MD <sup>upper School</sup> English Teacher  
1993-1995 - Virtus Institute (Washington, DC)  
Managed a Russian Study Abroad Program

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

I am interested in both Clatsop Arts Council and Clatsop Planning Commission because I have a background educationally and professionally in arts and education as well as documentary making that includes public policy planning and management (studied at the University of Oregon). I think that Clatsop county is a vibrant county with many resources for engaging citizens in the natural beauty of our county including film and photography, essay writing, and nature journaling. I find that classical music and jazz are also exceptionally important, and in these times, support for music education and performance opportunities are of upmost importance. Opportunities for performance and education are also connected to county planning that must preserve parks, open spaces, and sites for recreation and tourism that is of upmost importance to the county. Astoria is a magnet for many people who are interested in arts, natural beauty, and cultural opportunities.

What I can offer to both the Arts Council and the Planning Commission is my knowledge of social media, distribution, grants, and making known the events and needs of Clatsop County, the opportunities to engage, and the importance of making user-friendly, engaging events. Since I live at Fishhawk Lake, I also understand many of the challenges facing our community right now and am engaged in a variety of learning opportunities I never imagined before now. I am committed to preserving the beauty and fish of the Nehalem and Columbia Rivers as well as exploring the issues confronting the more rural parts of the county. Living very close to the Columbia County line and the Jewell School District, I understand the interconnected nature of the rural parts of Clatsop County as well and opportunities for inter-county cooperation.



Signature

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



## ARTS COUNCIL OF CLATSOP COUNTY ~~BY LAWS~~ Bylaws

### ARTICLE I

#### NAME

This Council shall be known as the Arts Council of Clatsop County (ACCC), hereinafter referred to as the "Council"; an advisory committee to the Clatsop County Board of Commissioners, hereinafter referred to as the "Board of Commissioners."

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### ARTICLE II

#### MISSION

The mission of the Arts Council of Clatsop County is to support, promote, and advocate for the arts and cultural enrichment in the county.

~~The mission of the Arts Council of Clatsop County is to support, promote, and advocate for the arts and culture, to encourage artist education, opportunities and art in public places.~~

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### ARTICLE III

#### MEMBERS

##### Section 1

Council ~~m~~Membership shall be open to those expressing support for the Mission. The members of the Council shall be residents of, or own property in, Clatsop County, or own a business or rent studio space in Clatsop County.

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##### Section 2

The Council shall consist of not fewer than seven nor more than nine members ~~that~~ are appointed by and serve at the pleasure of the Board of ~~Clatsop County~~ Commissioners. Each member shall serve for a term of three years or until ~~his or her~~ their respective successor is appointed and qualified. ~~Ideally, T~~erms shall be staggered so ~~that~~ one or two members are appointed annually.

Commented [KL1]:

##### Section 3

Whenever possible, Council members shall provide representation from each of the County's five districts. Remaining members shall be at-large members and shall be appointed without regard to district residence.

##### Section 4

When making appointments, the Board of ~~County~~ Commissioners shall give special consideration to the applicant's interest and/or background in a particular medium or artistic expression to ensure full representation of the arts.

##### Section 5

Members of the Council shall serve without compensation.

##### Section 6

Members who are absent from three consecutive meetings or attend less than ~~seventy~~ ~~75%~~ five percent of the meetings within a given calendar year may be removed by the Board of ~~County~~ Commissioner~~s~~ or upon recommendation to the Board of ~~County~~

Commissioners by affirmative vote of the majority of present Council members, unless the absence was excused by the Council Chairperson.

**Section 7** Members may be removed ~~with or without cause~~ at any time, with or without cause, by affirmative vote of a majority of the Board of ~~County~~ Commissioners.

**Section 8** Any vacancy on the Council shall be filled by the Board of ~~County~~ Commissioners for the remainder of the term.

#### **ARTICLE IV OFFICERS**

**Section 1** The officers of this Council shall consist of a Chairperson, Vice-Chairperson, ~~and~~ Secretary ~~as required~~, who shall be responsible for ~~preparation of~~ preparing the meeting ~~minutes~~.

**Section 2** Election of officers shall occur annually at the ~~first last~~ meeting of the calendar year, ~~and~~ elected officers shall take office on the first of the year immediately following their election. A member shall not hold a particular office for more than three consecutive years.

**Section 3** The Chairperson shall preside over all meetings, enforce rules of procedure, decide all questions of order, and perform such other duties as ~~his or her~~ their office may require.

**Section 4** In the absence of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson.

**Section 5** In the absence of the Chairperson and the Vice-Chairperson, the Council may elect a temporary Chairperson to preside over the meeting in question.

#### **ARTICLE V MEETINGS**

**Section 1** The Council shall generally hold monthly meetings on a date and time to be determined by the Council at the first meeting of the ~~year~~ Council. Minutes shall be taken at each meeting. Consistent with Oregon Public Meeting Laws, ~~meetings~~ meetings shall be advertised and open to the public ~~consistent with Oregon Public Meeting Laws~~.

**Section 2** A majority of the entire Council shall constitute a quorum for the transaction of business. ~~and the~~ The action of the majority of the members ~~present~~ at a meeting at which a quorum is present shall be the action of the Council.

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**Section 3** The current edition of Robert's Rules of Order shall apply to the procedures of all Council meetings, except as otherwise provided by law.

#### ARTICLE VI

##### AMENDMENTS

**Section 1** The Council may recommend ~~By-law~~ bylaw changes to the Board of Clatsop County Commissioners. The ~~By-laws~~ bylaws may be amended by a majority vote of the Board of County Commissioners.

#### END OF BY-LAWS

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Adopted: October 10, 2018

Revised: \_\_\_\_\_, 2021

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**Commented [KL2]:** This was when the Council approved. Maybe that date is supposed to be reflective of Board of Commissioner approval?

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

May 12, 2021

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**Issue/ Agenda Title:** Approve the 2020-21 Budget and Appropriation Adjustments

**Category:** Consent Calendar

**Presented By:** Jennifer Carlson, Budget & Finance Manager

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**Issues Before the Commission:** Approve the 2020-21 budget and appropriation adjustment as required by ORS 294.463.

**Informational Summary:** The County has a vacancy in our Public Health Director position which is an executive level position that requires a broad recruitment search utilizing the experience of a recruiting firm to work on finding the most qualified candidate. This vacancy was unanticipated therefore this was an unbudgeted expense and an adjustment from contingency is necessary to hire the qualified firm of Prothman to do this work.

Attached is the R&O required by Oregon Revised Statutes for budget adjustments for fiscal year 2020-21. This adjustment is necessary to be compliant with budget law.

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

**Fiscal Impact:** The fiscal impact to the General fund is \$0 as the adjustment is between accounts within the same fund.

### Recommended Action:

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

### Attachment List

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



Schedule A

2020-21 Budget Adjustments

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

<b><u>ORGANIZATION UNIT/FUND</u></b>	<b><u>INCREASE</u></b>	<b><u>DECREASE</u></b>
Human Resources– Contractual Services 001/1125/82-2471	\$24,000.00	
Approp. For Contingency– General Fund 001/9900/82-9901		\$24,000.00

Comment: The County is entering a contract with The Greg Prothman Company, an executive search firm, for the Public Health Director. This adjustment is necessary for the associated expense.

IN THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

In the matter of the adjustment of the fiscal	)	
year 2020-21 budget and appropriations by	)	RESOLUTION AND ORDER
authorizing transfer of appropriations between	)	
organizational units within a fund, per	)	
ORS 294.463	)	

It appearing to the Board that there is a need to make adjustments in the fiscal year 2020-21 budget by transferring appropriations between organizational units within a fund;

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

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

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

ADOPTED AND APPROPRIATED this 12<sup>th</sup> Day of May 2021.

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

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

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

May 12, 2021

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**Agenda Title:** Set hearing date to annex property into Cannon Beach Rural Fire Protection District

**Category:** Consent Calendar

**Presented By:** Tracie Krevanko, County Clerk

---

**Issue Before the Commission:** Approve Resolution and Order to set date for public hearing for May 26, 2021 on annexation of property into the Cannon Beach Rural Fire Protection District pursuant to ORS 198.857

**Informational Summary:** Staff received a petition (see attached Exhibit "A") by Allan & Mary Solares, to annex their property located at 79560 Ray Brown Rd, Map No. 41031BB00200 in Arch Cape into the Cannon Beach Rural Fire Protection District. A resolution from the Cannon Beach RFPD, signed by Board President Garry Smith (see attached Exhibit "B") accompanies the petition. The petition meets all the criteria pursuant to ORS 198.857 and a request for the preliminary approval on the legal description has been sent to the Department of Revenue.

This request is made on behalf of the landowner to include their property into a Fire District. The land currently is not in a Fire District.

The affected district and the landowner will receive written notification of the public hearing; however, the hearing is not required to be published in a newspaper because it involves a single property owner who has requested the annexation pursuant to ORS 198.857.

Staff is proposing to set a hearing date for May 26, 2021.

**Fiscal Impact:** No fiscal impact on County budget

### Requested Action:

Approve Resolution and Order setting hearing date for May 26, 2021

### Attachment List

- A. Petition Requesting Annexation
- B. Cannon Beach RFPD Resolution 20-04
- C. Legal description
- D. Map

## E. Statement from Assessor

**PETITION FOR ANNEXATION TO CANNON BEACH RURAL FIRE  
PROTECTION DISTRICT IN CLATSOP COUNTY**

RECEIVED  
Petition #3  
APR 7 2021

**Pursuant to Oregon Revised Statutes (ORS) 198.857**

CLATSOP COUNTY CLERK

This form is to be used by a single landowner, with or without co-owners, who owns a parcel of land (territory) to be considered by the Board of Commissioners for annexation.

**To the Board of County Commissioners of CLATSOP County:**

We, the undersigned petitioners, request that proceedings be initiated for the annexation of territory to Cannon Beach Rural Fire Protection District. Attached hereto as Exhibit A, and incorporated herein by this reference, is a complete and accurate legal description of the boundary of the territory proposed to be annexed. Also attached hereto as Exhibit B, and incorporated herein by this reference, is a map of the territory proposed to be annexed:

All or some of the territory proposed to be annexed is within CLATSOP County. The affected district (s) are: Cannon Beach Rural Fire Protection District operating under the Principal Act set forth in ORS Chapter 478.

**Total Acres:** 1.25

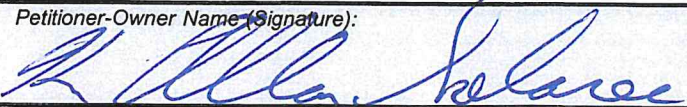

**Petitioner:** Acct:3153 Map No: 41031BB00200 Legal Desc: Parcel 2 Partition Plat 1994-011

Inhabited

**Petitioner(s), Please complete the following:**

Petitioner-Owner Name (Print):	Date:
	12-31-20
Petitioner-Co-Owner Name (Print): Allan & Mary Solares	Date:
13556 Twin Creeks Lane	
Petitioner-Owner Mailing Address: Lake Oswego, OR 97035	Phone #:
	503-624-9601
Petitioner Co-Owner Mailing Address: Allan & Mary Solares	Phone #:
13556 Twin Creeks Lane	
Lake Oswego, OR 97035	

**I hereby certify that I am the legal owner of the territory proposed by annexed:**

Petitioner-Owner Name (Signature): 	Date:
	12-31-20
Petitioner-Co-Owner Name (Signature): 	Date:
	12-31-20



**CANNON BEACH RURAL FIRE PROTECTION DISTRICT ENDORSEMENT:**

Approval for this annexation has been granted by the Board of Cannon Beach Rural Fire Protection District at its meeting of 12-October-2020 pursuant to ORS 198.857(2).

By: Harry Phil

By: [Signature]

Title: Board pres

Title: Treasurer

**CLATSOP COUNTY LAND USE PLANNING DEPARTMENT:**

This annexation petition has been reviewed and approved by the County Planning department as being within a Rural Service Area Zone and permitted under the County Comprehensive Plan.

By: N/A  
County Land Use Planning Department

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

# CANNON BEACH RFPD

## Resolution 20-04

### **A Resolution of the Cannon Beach Rural Fire Protection District to Annex property into the Fire District**

WHEREAS the District is authorized by ORS 198.857 for Annexation without election by petition of landowner;


WHEREAS, Pursuant to ORS 198.850(3), annexation may be initiated by a resolution of the district board by adoption of a resolution;

WHEREAS, Cannon Beach Rural Fire Protection District ("the District") desires to annex eleven properties in Tillamook County, 2 properties in Clatsop County on the north end of Ray Brown Road, and 2 properties on the east side of Hwy 101 near north entrance of Cannon Beach.

NOW THEREFORE, BE IT RESOLVED:

The Board of Directors approve the annexation of the listed properties into the Cannon Beach Rural Fire Protection District.

ADOPTED this 12<sup>th</sup> day of October 2020.

  
Garry Smith, Board President

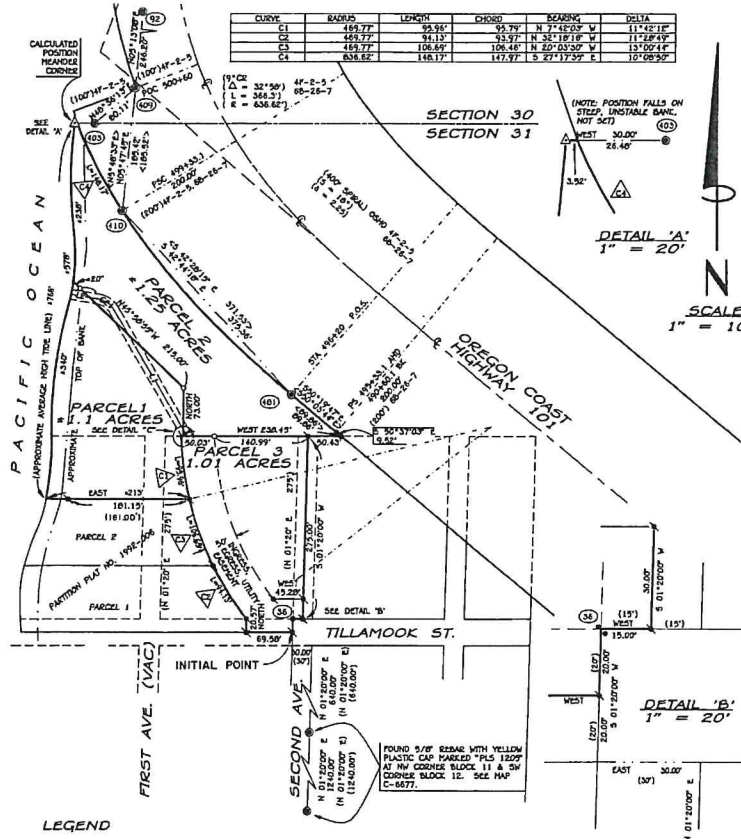


RECEIVED

APR 7 2021

CLATSOP COUNTY CLERK

BOOK 2, PAGE 14



# BASIS OF BEARING

THE LINE BETWEEN THE FOUND MONUMENTS AT THE NW CORNER BLOCK 11 AND THE SW CORNER BLOCK 12, CORN BEACH, BEARS NORTH 01°20'00" EAST, THE RECORDED VALUE AS SHOWN ON MAP C-6877.

## NARRATIVE

THIS PARTITION SURVEY WAS CONDUCTED AS A DEPENDENT RESURVEY OF PARCEL 3 OF PARTITION PLAT 1992-006, TO PARTITION THE SUBJECT PROPERTY INTO 3 PARCELS. THE PLAT OF CORN BEACH WAS Laid OUT AT RECORDED PLAT VALUES ACCORDING TO THE PROCEDURES OUTLINED IN MAP C-6877. THE WEST BOUNDARY OF PARCEL 101 WAS Laid OUT HOLDING THE FOUND HIGHWAY MONUMENTS (603), (609), (610), AND (625) PRESUMED TO BE OTHER SET OR FOUND FOR ROAD MAP 47-2-5 OR 68-26-7, AND BY HOLDING RECORDED VALUES AS SHOWN OR CALCULATED FROM MAPS 47-2-5 AND 68-26-7. FOR VARIATION OF THE FOUND MONUMENTS AND TILLAMOOK STREET, SEE BOOK 265, PAGE 659 AND BOOK 261, PAGE 15. THE NORTH HALF OF TILLAMOOK STREET AND THE WEST HALF OF 2ND STREET INCLUDED IN THE SUBJECT PROPERTY MAY BE SUBJECT TO CLAIM OF OWNERSHIP BY PREVIOUS OWNERS. FOR FURTHER METHODS AND PROCEDURES SEE PARTITION PLAT 1992-006.

## MONUMENT NOTES

- (603) FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "E. POSTE LS 849", 0.1' ABOVE, N 0.35' & W 0.06' OF CALCULATED POSITION, SEE MAP 68-26-7. ALSO FOUND 3/4" IRON PIPE, 1.0' ABOVE, 2.5' SE OF REBAR.
- (609) FOUND 6000" BRASS CAP STAMPED "68-26-7 1989" SET IN CONCRETE IN A 12 INCH CAST IRON MONUMENT BOX FLUSH WITH GROUND +45 FEET SOUTH OF SOUTH END OF TUNNEL AT WEST SIDE HIGHWAY 101, 5.5 FEET WEST OF QUAD RAIL.
- (610) WITNESS CORNER TO HENDRICK CORNER. FOUND 3 1/4" COUNTY SURVEYOR'S ALUMINUM CAP SET IN CONCRETE 0.4 FEET ABOVE GROUND WHITE CARBONITE POST 1.7 FEET NORTH, FOR 81-1334.
- (625) FOUND 1-1/4" IRON STEEL WITH 1/4" HOLE, RUSTY, 1' BELOW, WITH WHITE "F&F" POST LEAVING WEST, MARKED "SHAW" ON NORTH & SOUTH SIDES, 0.7' SW OF IRON STEEL. SEE ROAD MAP 47-2-5.
- (110) FOUND 1-1/4" IRON STEEL WITH 1/4" HOLE, TOP MUSHROOMED & RUSTY, FLUSH, WITH WHITE "F&F" POST MARKED "SHAW" 0.7' NW. SEE MAP 47-2-5.
- (625) FOUND 1" IRON STEEL, 0.3' ABOVE, WITH WHITE "F&F" POST MARKED "ESH". SEE MAP 47-2-5.

## DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT DAVID DOUGLAS CORNWALL AND EAREN KAY CORNWALL, ARE THE OWNERS OF THE LAND REPRESENTED ON THE ATTACHED MAP AND MORE PARTICULARLY DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, AND HAVE CAUSED THE SAME TO BE PARTITIONED AND SURVEYED INTO PARCELS AS SHOWN ON THE ATTACHED MAP, AND THAT THERE ARE NO UNLAWFUL RIGHTS APPURTENANT TO THIS PROPERTY. AN EXCLUSIVE 15 FOOT EGRESS AND EGRESS EASEMENT IS CREATED AS SHOWN HEREON.

David Douglas Cornwall  
DAVID DOUGLAS CORNWALL

Earen Kay Cornwall  
EAREN KAY CORNWALL

## ACKNOWLEDGEMENT

STATE OF OREGON > 5.5  
COUNTY OF CLATSOP > 5.5

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON Aug 18th, 1993, BY DAVID DOUGLAS CORNWALL AND EAREN KAY CORNWALL.

Sherry O'Neil  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 6-29-94

Sherry O'Neil  
6-29-94

## SURVEYOR'S CERTIFICATE

I, DALE H. BARRETT, PLS 1979, CERTIFY THAT: I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS, THE LAND REPRESENTED ON THE ATTACHED PARTITION MAP, THE BOUNDARIES OF WHICH ARE DESCRIBED AS FOLLOWS:

PARCEL 3, PARTITION PLAT NO. 1992-006, CLATSOP COUNTY PLAT RECORDED.

Dale H. Barrett  
DALE H. BARRETT, LS 1979

APPROVALS:  
APPROVED THIS DAY OF AUGUST, 1993.

Robert A. Haden  
CLATSOP COUNTY SUPERVISOR

APPROVED THIS DAY OF MARCH, 1994.

Walter J. Schneider  
DIRECTOR, CLATSOP COUNTY DEPT. OF PLANNING & DEVELOPMENT

STATE OF OREGON > 5.5  
COUNTY OF CLATSOP > 5.5

I DO HEREBY CERTIFY THAT THIS PARTITION PLAT WAS RECORDED ON MARCH 7, 1994, AT ALBANY CLATSOP COUNTY, AND RECORDED AS PARTITION PLAT NO. 1994-011, CLATSOP COUNTY RECORDS.

BY: Sherry O'Neil



PARTITION PLAT NO. 1994-011

PARTITION SURVEY FOR: <b>DAVID CORNWALL</b> PARCEL 3 OF PARTITION PLAT MAP 1992-006 NW 1/4 SECTION 31, T4N, R 10W, W.M. CLATSOP COUNTY		SURVEY BY: <b>HANDFORTH LARSON &amp; BARRETT, INC.</b> P.O. BOX 219 MANZANITA, OR 97130 (503) 368-5394 FAX (503) 368-5847	
DATE	JOB NO.	EQUIPMENT	FIELD
JULY 16, 1993	1020	TOPCON GTS-XC CO-DP 41	JPR/JSP
DRAWN		CHECKED	
RDM		DNB	

CORNWALL.DWG  
"CORNWALL" 28

## LEGEND

- INDICATES 5/8" REBAR SET WITH YELLOW PLASTIC CAP MARKED "H.L.B. INC"
- INDICATES 5/8" IRON PIPE WITH YELLOW PLASTIC CAP MARKED "H.L.B. INC" IN POSITION, FOR PARTITION MAP 1992-006
- INDICATES MONUMENT FOUND AS NOTED HEREON USED FOR CONTROL
- INDICATES MONUMENT FOUND AS NOTED HEREON
- △ INDICATES CALCULATED POSITION
- ( ) INDICATES RECORDED VALUE
- < > INDICATES CALCULATED VALUE
- NO ( ) OR < > INDICATES MEASURED VALUE

CERTIFICATE OF COUNTY CLERK  
STATE OF OREGON > 5.5  
COUNTY OF CLATSOP > 5.5

I DO HEREBY CERTIFY THAT THIS IS A FULL COMPLETE AND TRUE COPY OF THE ORIGINAL PLAT OF SAME RECORDED MARCH 3, 1994 AT ALBANY, OREGON, & IS, AS PARTITION PLAT NO. 1994-011, CLATSOP COUNTY RECORDS.

BY: Sherry O'Neil

I, DALE H. BARRETT, DO HEREBY CERTIFY THAT THIS IS A FULL COMPLETE AND TRUE COPY OF THE ORIGINAL PLAT AS REFERENCED ABOVE.

Dale H. Barrett  
DALE H. BARRETT, PLS 1979

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY O.R.S. 32.055 HAVE BEEN PAID AS OF FEBRUARY 24, 1994.

Allen E. Jones  
CLATSOP COUNTY ASSESSOR AND TAX COLLECTOR



CLATSOP COUNTY CLERK





# Clatsop County

## Assessment and Taxation

820 Exchange St., Suite 210  
Astoria, OR 97103  
(503) 325-8522 phone (503) 338-3638 fax  
[www.co.clatsop.or.us](http://www.co.clatsop.or.us)

April 8, 2021

Tracie Krevanko  
Clatsop County Clerk  
820 Exchange St, Ste 220  
Astoria, OR 97103

RE: Solares – Petition No. 3  
Annexation to Cannon Beach Rural Fire Protection District

Assessment & Taxation has received your request to review and certify the acreage and that petitioners are the owners of the area to be annexed.

As of April 7, 2021 the owners of the proposed area, map and tax lot number 41031BB00200, are Allan Solares and Mary Solares Rancho Santa Fe Acres LLC. The tax lot and annexation area is 1.25 acres. The legal description of the annexation area lies within the petitioner's tax lot, and is not within the boundaries of any other Rural Fire Protection District.

Suzanne Johnson  
Clatsop County Assessor/Tax Collector

IN THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF ANNEXATION	)	RESOLUTION AND ORDER
TO THE CANNON BEACH RURAL	)	FOR PUBLIC HEARING ON
FIRE PROTECTION DISTRICT	)	DISTRICT ANNEXATION

WHEREAS, the Clatsop County Board of Commissioners has received a petition by Allan & Mary Solares to annex property located at 79560 Ray Brown Rd, Map No. 41031BB00200 in Arch Cape into the Cannon Beach Rural Fire District;

WHEREAS, the Cannon Beach Rural Fire Protection District approves of the proposed annexation in Cannon Beach RFPD Resolution 20-04;

WHEREAS, the land is not currently in a fire district;

WHEREAS, ORS 198.857 requires the County to hold a public hearing on the matter of annexation. The affected district and the landowner will receive written notification of the public hearing; however, the hearing is not required to be published in a newspaper because it involves a single property owner who has requested the annexation pursuant to ORS 198.857;

NOW, THEREFORE, BE IT RESOLVED that the public hearing will be held on May 26, 2021 at 6 p.m. at the virtual County Board of Commissioner meeting to consider the Petition. Instructions on how to testify or join the virtual meetings can be found at [www.co.clatsop.or.us/NODE/25201](http://www.co.clatsop.or.us/NODE/25201).

DATED this 12th day of May, 2021.

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

---

Mark Kujala, Chair

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

May 12, 2021

---

**Agenda Title:** Set hearing date to annex property into Cannon Beach Rural Fire Protection District

**Category:** Consent Calendar

**Presented By:** Tracie Krevanko, County Clerk

---

**Issue Before the Commission:** Approve Resolution and Order to set date for public hearing for May 26, 2021 on annexation of property into the Cannon Beach Rural Fire Protection District pursuant to ORS 198.857

**Informational Summary:** Staff received two petitions (see attached Exhibit "A" & "B") by Rancho Santa Fe Acres LLC, to annex property located at Map No. 510200000100 and Map No. 510200000300 in Cannon Beach into the Cannon Beach Rural Fire Protection District. A resolution from the Cannon Beach RFPD, signed by Board President Garry Smith (see attached Exhibit "C") accompanies the petitions. The petitions meet all the criteria pursuant to ORS 198.857 and a request for the preliminary approval on the legal description has been sent to the Department of Revenue.

This request is made on behalf of the landowner to include their property into a Fire District. The land currently is not in a Fire District.

The affected district and the landowner will receive written notification of the public hearing; however, the hearing is not required to be published in a newspaper because it involves a single property owner who has requested the annexation pursuant to ORS 198.857.

Staff is proposing to set a hearing date for May 26, 2021.

**Fiscal Impact:** No fiscal impact on County budget

### Requested Action:

Approve Resolution and Order setting hearing date for May 26, 2021

### Attachment List

- A. Petition 1 Requesting Annexation
- B. Petition 2 Requesting Annexation
- C. Cannon Beach RFPD Resolution 20-04

- D. Legal description
- E. Map
- F. Statement from Assessor for petition 1
- G. Statement from Assessor for petition 2



**PETITION FOR ANNEXATION TO CANNON BEACH RURAL FIRE  
PROTECTION DISTRICT IN CLATSOP COUNTY**

**Pursuant to Oregon Revised Statutes (ORS) 198.857**

RECEIVED  
Petition #1  
APR 7 2021  
CLATSOP COUNTY CLERK

This form is to be used by a single landowner, with or without co-owners, who owns a parcel of land (territory) to be considered by the Board of Commissioners for annexation.

**To the Board of County Commissioners of CLATSOP County:**

We, the undersigned petitioners, request that proceedings be initiated for the annexation of territory to Cannon Beach Rural Fire Protection District. Attached hereto as Exhibit A, and incorporated herein by this reference, is a complete and accurate legal description of the boundary of the territory proposed to be annexed. Also attached hereto as Exhibit B, and incorporated herein by this reference, is a map of the territory proposed to be annexed:

All or some of the territory proposed to be annexed is within CLATSOP County. The affected district (s) are: Cannon Beach Rural Fire Protection District operating under the Principal Act set forth in ORS Chapter 478.

**Total Acres:** 82.82

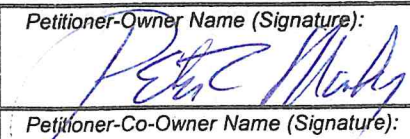
**Petitioner:** Acct:4471 Map No: 510200000100 Legal Desc: W 1/2 NW 1/4 SE 1/4 SEC 20

Uninhabited

**Petitioner(s), Please complete the following:**

Petitioner-Owner Name (Print): Rancho Santa Fe Acres LLC	Date: 12/30/20
Petitioner-Co-Owner Name (Print):	Date:
Petitioner-Owner Mailing Address: 718154 San Timoteo St La Quinta CA 92253	Phone #: 760-564-2997
Petitioner Co-Owner Mailing Address:	Phone #:

**I hereby certify that I am the legal owner of the territory proposed by annexed:**

Petitioner-Owner Name (Signature):  (MANAGER) Rancho Santa Fe Acres LLC	Date: 12-30-20
Petitioner-Co-Owner Name (Signature):	Date: 12-30-20



**CANNON BEACH RURAL FIRE PROTECTION DISTRICT ENDORSEMENT:**

Approval for this annexation has been granted by the Board of Cannon Beach Rural Fire Protection District at its meeting of 12-October-2020 pursuant to ORS 198.857(2).

By: Harry D. Burt By: [Signature]  
Title: Board pres. Title: Treasurer

**CLATSOP COUNTY LAND USE PLANNING DEPARTMENT:**

This annexation petition has been reviewed and approved by the County Planning department as being within a Rural Service Area Zone and permitted under the County Comprehensive Plan.

By: N/A Date: \_\_\_\_\_  
County Land Use Planning Department

RECORDING REQUESTED BY:



111 SW Columbia St., Ste 1000  
Portland, OR 97201

GRANTOR'S NAME:

L&C TRS LLC, a Delaware limited liability company

GRANTEE'S NAME:

Rancho Santa Fe Acres, LLC, a California limited liability company

AFTER RECORDING RETURN TO:

Order No.: 36261703117-AS

Mark Murphy

Rancho Santa Fe Acres, LLC, a California limited liability company

5319 SW Westgate Dr

Portland, OR 97221

SEND TAX STATEMENTS TO:

Rancho Santa Fe Acres, LLC, a California limited liability company

5319 SW Westgate Dr

Portland, OR 97221

T5N R10W Section 20, OR

Recording Instrument #201705998  
Recorded By: Clatsop County Clerk  
# of Pages: 5 Fee: 87.00  
Transaction date: 07/25/2017 15:03:39  
Deputy: Stethem-Norris

RECEIVED

APR 7 2021

CLATSOP COUNTY CLERK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

L&C TRS LLC, a Delaware limited liability company, Grantor, conveys and warrants to Rancho Santa Fe Acres, LLC, a California limited liability company, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Clatsop, State of Oregon:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00). (See ORS 93.030).

Subject to:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

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

Recorded by TICOR TITLE 360417001875



# STATUTORY WARRANTY DEED

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 7/25/2017

L&C TRS LLC, a Delaware limited liability company  
By: L&C Tree Farms, LLC  
Its: Member  
By: Lewis and Clark Timberlands, LLC  
Its: Member  
By: Greenwood Resources Capital Management, LLC  
Its: Manager

Lincoln T Bach  
By: Lincoln Bach  
Its: CFO



State of OR  
County of Multnomah

This instrument was acknowledged before me on July 21, 2017 by  
Lincoln Bach as CFO of \_\_\_\_\_

Greenwood Resources Capital Management, LLC, manager of Lewis and Clark Timberlands, LLC, Member of L&C Tree Farms, LLC, member of L&C TRS LLC

Beth Ann Lavey  
Notary Public - State of Oregon

My Commission Expires: 2/9/19



RECEIVED

APR 7 2021

CLATSOP COUNTY CLERK

**EXHIBIT "A"**  
Legal Description

**PARCEL NO. 1 (Adjusted Lot of Record 1):**

Beginning at the quarter corner common to Sections 20 and 29, Township 5 North, Range 10 West, Willamette Meridian, County of Clatsop, State of Oregon;

thence South 89° 23' 35" East along the South boundary of Section 20 a distance of 1304.62 feet to the East one-sixteenth corner common to said Sections 20 and 29;

thence North 01° 30' 29" East 1035.47 feet;

thence North 88° 46' 32" West 997.00 feet;

thence North 01° 13' 24" East 1195.66 feet;

thence North 88° 23' 29" West 1039.51 feet to the East right of way line of US Highway 101, Oregon Coast Highway;

thence Southerly along said right of way as follows:

Southerly along a 1054.93 foot radius curve right, through a central angle of 1° 28' 49" (the long chord of which bears South 02° 13' 22" West 27.26 feet) an arc distance of 27.26 feet to the beginning of a spiral curve to the right;

thence along a spiral curve to the right, the chord of which bears South 11° 51' 15" West 472.18 feet;

thence South 16° 27' 52" West 801.64 feet;

thence leaving said right of way South 69° 16' 46" East 179.42 feet;

thence South 25° 52' 18" East 93.02 feet;

thence South 14° 22' 44" West 85.83 feet;

thence South 18° 32' 53" West 108.25 feet;

thence South 39° 10' 07" East 108.06 feet;

thence South 20° 01' 13" East 141.45 feet;

thence South 55° 22' 59" East 162.65 feet;

thence South 13° 38' 04" West 206.63 feet;

thence South 16° 24' 28" East 149.31 feet to the South boundary of Section 20;

thence South 87° 41' 27" East along the South boundary of Section 20 a distance of 608.90 feet to the point of beginning, situated in the South half of Section 20, Township 5 North, Range 10 West, Willamette Meridian, County of Clatsop, State of Oregon.

Basis of bearings for this description is the Oregon State Plane Coordinate System, North Zone, NAD83(96)-Epoch 2007, derived utilizing GPS methods.

**PARCEL NO. 2 (Adjusted Lot of Record 3):**

Commencing at the quarter corner common to Sections 20 and 29, Township 5 North, Range 10 West, Willamette Meridian, County of Clatsop, State of Oregon;

thence South 89° 23' 35" East along the South boundary of Section 20 a distance of 1304.62 feet to the East one-sixteenth corner common to said Sections 20 and 29;

thence North 01° 30' 29" East 1035.47 feet to the point of beginning of the herein described tract of land;

thence North 88° 46' 32" West 997.00 feet;

thence North 01° 13' 24" East 1195.66 feet;

thence North 88° 23' 29" West 1039.51 feet to the East right of way line of US Highway 101, Oregon Coast Highway;

thence Northerly along said right of way as follows:

Northerly along a 1054.93 foot radius curve left, through a central angle of 2° 45' 05" (the long chord of which bears North 0° 06' 24" East 50.66 feet) an arc distance of 50.66 feet to the beginning of a spiral curve to the left;

thence along a spiral curve to the left, the chord of which bears North 02° 12' 55" West 54.56 feet;

thence South 88° 18' 10" East 82.99 feet;

thence North 01° 37' 35" East 334.89 feet to the East-West centerline of Section 20;

thence leaving said right of way South 88° 23' 29" East along said East-West centerline 658.75 feet to the center quarter corner of Section 20;

thence North 01° 30' 05" East 1324.95 feet to the Southwest corner of the Northwest quarter of the Northeast

quarter of Section 20;

thence South 88° 17' 06" East along said South boundary 1209.49 feet;

thence South 01° 31' 51" West 1323.11 feet;

thence South 01° 30' 29" West 604.57 feet;

thence South 88° 29' 31" East 96.00 feet;

thence South 01° 30' 29" West 1023.98 feet to the point of beginning, situated in Section 20, Township 5 North, Range 10 West, Willamette Meridian, County of Clatsop, State of Oregon.

Basis of bearings for this description is the Oregon State Plane Coordinate System, North Zone, NAD83(96)-Epoch 2007, derived utilizing GPS methods.

**EXHIBIT "B"**  
Exceptions

RECEIVED

APR 7 2021

CLATSOP COUNTY CLERK

**Subject to:**

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2017/18.

Tax Identification No.: 4462, 4471, 4472, 5347, 4468, and 55263

2. The Land has been classified as Forest Land, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.

3. Memorandum of Road Use Agreement, including the terms and provisions thereof,  
Executed by: Crown Zellerbach Corporation; and Boise-Cascade Corporation  
Recording Date: July 15, 1968  
Recording No.: Book 307, page 841

4. Reservation, exception or other severance of minerals, contained in or disclosed by instrument,  
In favor of: Publishers Paper Co.  
Reservation of: Minerals  
Recording Date: October 24, 1984  
Recording No.: Book 626, page 751

The Company makes no representation as to the present ownership of this interest or its encumbrances.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Publishers Paper Co.  
Purpose: Roadway  
Recording Date: October 24, 1984  
Recording No: Book 626, page 751  
Affects: Reference is hereby made to said document for full particulars

6. Reciprocal Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Between: Crown Zellerbach Corporation; and Camjeran, Inc.  
Purpose: Roadway  
Recording Date: August 9, 1988  
Recording No: Book 700, page 7  
Affects: Reference is hereby made to said document for full particulars

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Northwest Natural Gas Company, and Pacific Northwest Bell dba U.S. West  
Communications  
Purpose: Utilities  
Recording Date: June 14, 1989  
Recording No: Book 718, page 173  
Affects: Reference is hereby made to said document for full particulars

8. Matters contained in that certain Road Maintenance Agreement which document, among other things, may provide for liens and charges.

Executed by: Cavenham Forest Industries, Inc.; Camjeran, Inc.; and Henry H. Goodman, Jr. and Sylvia Goodman  
Recording Date: November 9, 1990  
Recording No: Book 747, page 967

Reference is hereby made to said document for full particulars.

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in Warranty Deed;

Between: Weyerhaeuser NR Company; and Lewis & Clark Oregon Buyer, LLC  
Purpose: Roadways  
Recording Date: August 20, 2009  
Recording No: 200908127  
Affects: Reference is hereby made to said document for full particulars

and Re-Recording Date: September 25, 2009 and Re-Recording No: 200909388

**EXHIBIT "B"**  
Exceptions

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CLATSOP COUNTY CLERK

Reason: Correct legal description

10. Declaration of Reciprocal Access and Utility Easement, including the terms and provisions thereof,  
Executed by: L&C Tree Farms, LLC  
Recording Date: June 22, 2017  
Recording No.: 201705056



# PETITION FOR ANNEXATION TO CANNON BEACH RURAL FIRE PROTECTION DISTRICT IN CLATSOP COUNTY



**Pursuant to Oregon Revised Statutes (ORS) 198.857**

This form is to be used by a single landowner, with or without co-owners, who owns a parcel of land (territory) to be considered by the Board of Commissioners for annexation.

**To the Board of County Commissioners of CLATSOP County:**

We, the undersigned petitioners, request that proceedings be initiated for the annexation of territory to Cannon Beach Rural Fire Protection District. Attached hereto as Exhibit A, and incorporated herein by this reference, is a complete and accurate legal description of the boundary of the territory proposed to be annexed. Also attached hereto as Exhibit B, and incorporated herein by this reference, is a map of the territory proposed to be annexed:

All or some of the territory proposed to be annexed is within CLATSOP County. The affected district (s) are: Cannon Beach Rural Fire Protection District operating under the Principal Act set forth in ORS Chapter 478.

**Total Acres:** 81.78

**Petitioner:** Acct: 55263 Map No: 510200000300 Legal Desc: Metes & Bounds

Uninhabited

**Petitioner(s), Please complete the following:**

Petitioner-Owner Name (Print): <span style="font-size: 1.2em;">Rancho Santa Fe Acres LLC</span>	Date: <span style="font-size: 1.2em;">12/30/20</span>
Petitioner-Co-Owner Name (Print):	Date:
Petitioner-Owner Mailing Address: <span style="font-size: 1.2em;">78154 San Timoteo St. La Quinta, CA 92253</span>	Phone #: <span style="font-size: 1.2em;">760-564-2997</span>
Petitioner Co-Owner Mailing Address:	Phone #:

**I hereby certify that I am the legal owner of the territory proposed by annexed:**

Petitioner-Owner Name (Signature): <span style="font-size: 1.2em;"> <span style="font-family: cursive; font-size: 1.2em; vertical-align: middle;">(Manager of Rancho Santa Fe Acres)</span> </span>	Date: <span style="font-size: 1.2em;">12/30/20</span>
Petitioner-Co-Owner Name (Signature):	Date: <span style="font-size: 1.2em;">12/30/20</span>

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CLATSOP COUNTY CLERK

**CANNON BEACH RURAL FIRE PROTECTION DISTRICT ENDORSEMENT:**

Approval for this annexation has been granted by the Board of Cannon Beach Rural Fire Protection District at its meeting of 12-October-2020 pursuant to ORS 198.857(2).

By: [Signature]

By: [Signature]

Title: Board pres.

Title: Treasurer

**CLATSOP COUNTY LAND USE PLANNING DEPARTMENT:**

This annexation petition has been reviewed and approved by the County Planning department as being within a Rural Service Area Zone and permitted under the County Comprehensive Plan.

By: N/A  
County Land Use Planning Department

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

RECORDING REQUESTED BY:



111 SW Columbia St., Ste 1000  
Portland, OR 97201

GRANTOR'S NAME:

L&C TRS LLC, a Delaware limited liability company

GRANTEE'S NAME:

Rancho Santa Fe Acres, LLC, a California limited liability company

AFTER RECORDING RETURN TO:

Order No.: 36261703117-AS

Mark Murphy

Rancho Santa Fe Acres, LLC, a California limited liability company

5319 SW Westgate Dr

Portland, OR 97221

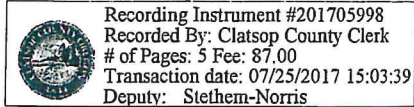
SEND TAX STATEMENTS TO:

Rancho Santa Fe Acres, LLC, a California limited liability company

5319 SW Westgate Dr

Portland, OR 97221

T5N R10W Section 20, OR



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CLATSOP COUNTY CLERK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

L&C TRS LLC, a Delaware limited liability company, Grantor, conveys and warrants to Rancho Santa Fe Acres, LLC, a California limited liability company, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Clatsop, State of Oregon:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00). (See ORS 93.030).

Subject to:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

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

Recorded by TICOR TITLE 360417001875



STATUTORY WARRANTY DEED

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 7/25/2017

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APR 7 2021

CLATSOP COUNTY CLERK

L&C TRS LLC, a Delaware limited liability company

By: L&C Tree Farms, LLC

Its: Member

By: Lewis and Clark Timberlands, LLC

Its: Member

By: Greenwood Resources Capital Management, LLC

Its: Manager

Lincoln T Bach

By: Lincoln Bach

Its: CFO

State of OR

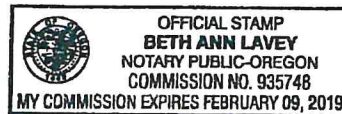
County of Multnomah

This instrument was acknowledged before me on July 21, 2017 by  
Lincoln Bach as CFO of

Greenwood Resources Capital Management, LLC, manager of Lewis and Clark Timberlands,  
LLC, Member of L&C Tree Farms, LLC, member of L&C TRS LLC

Beth Ann Lavey  
Notary Public - State of Oregon

My Commission Expires: 2/9/19





**EXHIBIT "A"**  
Legal Description

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APR 7 2021

CLATSOP COUNTY CLERK

**PARCEL NO. 1 (Adjusted Lot of Record 1):**

Beginning at the quarter corner common to Sections 20 and 29, Township 5 North, Range 10 West, Willamette Meridian, County of Clatsop, State of Oregon;  
thence South 89° 23' 35" East along the South boundary of Section 20 a distance of 1304.62 feet to the East one-sixteenth corner common to said Sections 20 and 29;  
thence North 01° 30' 29" East 1035.47 feet;  
thence North 88° 46' 32" West 997.00 feet;  
thence North 01° 13' 24" East 1195.66 feet;  
thence North 88° 23' 29" West 1039.51 feet to the East right of way line of US Highway 101, Oregon Coast Highway;  
thence Southerly along said right of way as follows:  
Southerly along a 1054.93 foot radius curve right, through a central angle of 1° 28' 49" (the long chord of which bears South 02° 13' 22" West 27.26 feet) an arc distance of 27.26 feet to the beginning of a spiral curve to the right;  
thence along a spiral curve to the right, the chord of which bears South 11° 51' 15" West 472.18 feet;  
thence South 16° 27' 52" West 801.64 feet;  
thence leaving said right of way South 69° 16' 46" East 179.42 feet;  
thence South 25° 52' 18" East 93.02 feet;  
thence South 14° 22' 44" West 85.83 feet;  
thence South 18° 32' 53" West 108.25 feet;  
thence South 39° 10' 07" East 106.06 feet;  
thence South 20° 01' 13" East 141.45 feet;  
thence South 55° 22' 59" East 162.65 feet;  
thence South 13° 38' 04" West 206.63 feet;  
thence South 16° 24' 28" East 149.31 feet to the South boundary of Section 20;  
thence South 87° 41' 27" East along the South boundary of Section 20 a distance of 608.90 feet to the point of beginning, situated in the South half of Section 20, Township 5 North, Range 10 West, Willamette Meridian, County of Clatsop, State of Oregon.

Basis of bearings for this description is the Oregon State Plane Coordinate System, North Zone, NAD83(96)-Epoch 2007, derived utilizing GPS methods.

**PARCEL NO. 2 (Adjusted Lot of Record 3):**

Commencing at the quarter corner common to Sections 20 and 29, Township 5 North, Range 10 West, Willamette Meridian, County of Clatsop, State of Oregon;  
thence South 89° 23' 35" East along the South boundary of Section 20 a distance of 1304.62 feet to the East one-sixteenth corner common to said Sections 20 and 29;  
thence North 01° 30' 29" East 1035.47 feet to the point of beginning of the herein described tract of land;  
thence North 88° 46' 32" West 997.00 feet;  
thence North 01° 13' 24" East 1195.66 feet;  
thence North 88° 23' 29" West 1039.51 feet to the East right of way line of US Highway 101, Oregon Coast Highway;  
thence Northerly along said right of way as follows:  
Northerly along a 1054.93 foot radius curve left, through a central angle of 2° 45' 05" (the long chord of which bears North 0° 06' 24" East 50.66 feet) an arc distance of 50.66 feet to the beginning of a spiral curve to the left;  
thence along a spiral curve to the left, the chord of which bears North 02° 12' 55" West 54.56 feet;  
thence South 88° 18' 10" East 82.99 feet;  
thence North 01° 37' 35" East 334.89 feet to the East-West centerline of Section 20;  
thence leaving said right of way South 88° 23' 29" East along said East-West centerline 658.75 feet to the center quarter corner of Section 20;  
thence North 01° 30' 05" East 1324.95 feet to the Southwest corner of the Northwest quarter of the Northeast

quarter of Section 20;

thence South 88° 17' 06" East along said South boundary 1209.49 feet;  
thence South 01° 31' 51" West 1323.11 feet;  
thence South 01° 30' 29" West 604.57 feet;  
thence South 88° 29' 31" East 96.00 feet;  
thence South 01° 30' 29" West 1023.98 feet to the point of beginning, situated in Section 20, Township 5 North, Range 10 West, Willamette Meridian, County of Clatsop, State of Oregon.

Basis of bearings for this description is the Oregon State Plane Coordinate System, North Zone, NAD83(96)-Epoch 2007, derived utilizing GPS methods.

**EXHIBIT "B"**  
Exceptions

RECEIVED

APR 7 2021

CLATSOP COUNTY CLERK

**Subject to:**

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2017/18.  
  
Tax Identification No.: 4462, 4471, 4472, 5347, 4468, and 55263
2. The Land has been classified as Forest Land, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
3. Memorandum of Road Use Agreement, including the terms and provisions thereof,  
Executed by: Crown Zellerbach Corporation; and Boise-Cascade Corporation  
Recording Date: July 15, 1968  
Recording No.: Book 307, page 841
4. Reservation, exception or other severance of minerals, contained in or disclosed by instrument,  
In favor of: Publishers Paper Co.  
Reservation of: Minerals  
Recording Date: October 24, 1984  
Recording No.: Book 626, page 751  
  
The Company makes no representation as to the present ownership of this interest or its encumbrances.
5. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;  
  
Reserved by: Publishers Paper Co.  
Purpose: Roadway  
Recording Date: October 24, 1984  
Recording No: Book 626, page 751  
Affects: Reference is hereby made to said document for full particulars
6. Reciprocal Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Between: Crown Zellerbach Corporation; and Camjeran, Inc.  
Purpose: Roadway  
Recording Date: August 9, 1988  
Recording No: Book 700, page 7  
Affects: Reference is hereby made to said document for full particulars
7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Granted to: Northwest Natural Gas Company, and Pacific Northwest Bell dba U.S. West  
Communications  
Purpose: Utilities  
Recording Date: June 14, 1989  
Recording No: Book 718, page 173  
Affects: Reference is hereby made to said document for full particulars
8. Matters contained in that certain Road Maintenance Agreement which document, among other things, may provide for liens and charges.  
  
Executed by: Cavenham Forest Industries, Inc.; Camjeran, Inc.; and Henry H. Goodman, Jr. and Sylvia Goodman  
Recording Date: November 9, 1990  
Recording No: Book 747, page 967  
  
Reference is hereby made to said document for full particulars.
9. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in Warranty Deed;  
Between: Weyerhaeuser NR Company; and Lewis & Clark Oregon Buyer, LLC  
Purpose: Roadways  
Recording Date: August 20, 2009  
Recording No: 200908127  
Affects: Reference is hereby made to said document for full particulars  
  
and Re-Recording Date: September 25, 2009 and Re-Recording No: 200909388

**EXHIBIT "B"**  
Exceptions



Reason: Correct legal description

10. Declaration of Reciprocal Access and Utility Easement, including the terms and provisions thereof,  
Executed by: L&C Tree Farms, LLC  
Recording Date: June 22, 2017  
Recording No.: 201705056

# CANNON BEACH RFPD

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CLATSOP COUNTY CLERK

## Resolution 20-04

### A Resolution of the Cannon Beach Rural Fire Protection District to Annex property into the Fire District

WHEREAS the District is authorized by ORS 198.857 for Annexation without election by petition of landowner;

WHEREAS, Pursuant to ORS 198.850(3), annexation may be initiated by a resolution of the district board by adoption of a resolution;

WHEREAS, Cannon Beach Rural Fire Protection District ("the District") desires to annex eleven properties in Tillamook County, 2 properties in Clatsop County on the north end of Ray Brown Road, and 2 properties on the east side of Hwy 101 near north entrance of Cannon Beach.

NOW THEREFORE, BE IT RESOLVED:

The Board of Directors approve the annexation of the listed properties into the Cannon Beach Rural Fire Protection District.

ADOPTED this 12<sup>th</sup> day of October 2020.

  
Garry Smith, Board President

Resolution No. 2020-04



# Exhibit C

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CLATSOP COUNTY CLERK

Areas to be annexed into Cannon Beach Rural Fire Protection District

## Area 1:

Parcel 2, Partition Plat No. 1994-011, County of Clatsop, State of Oregon as recorded March 7, 1994 in Book 2, Page 14, Partition Plat Records of Clatsop County

## Area 2:

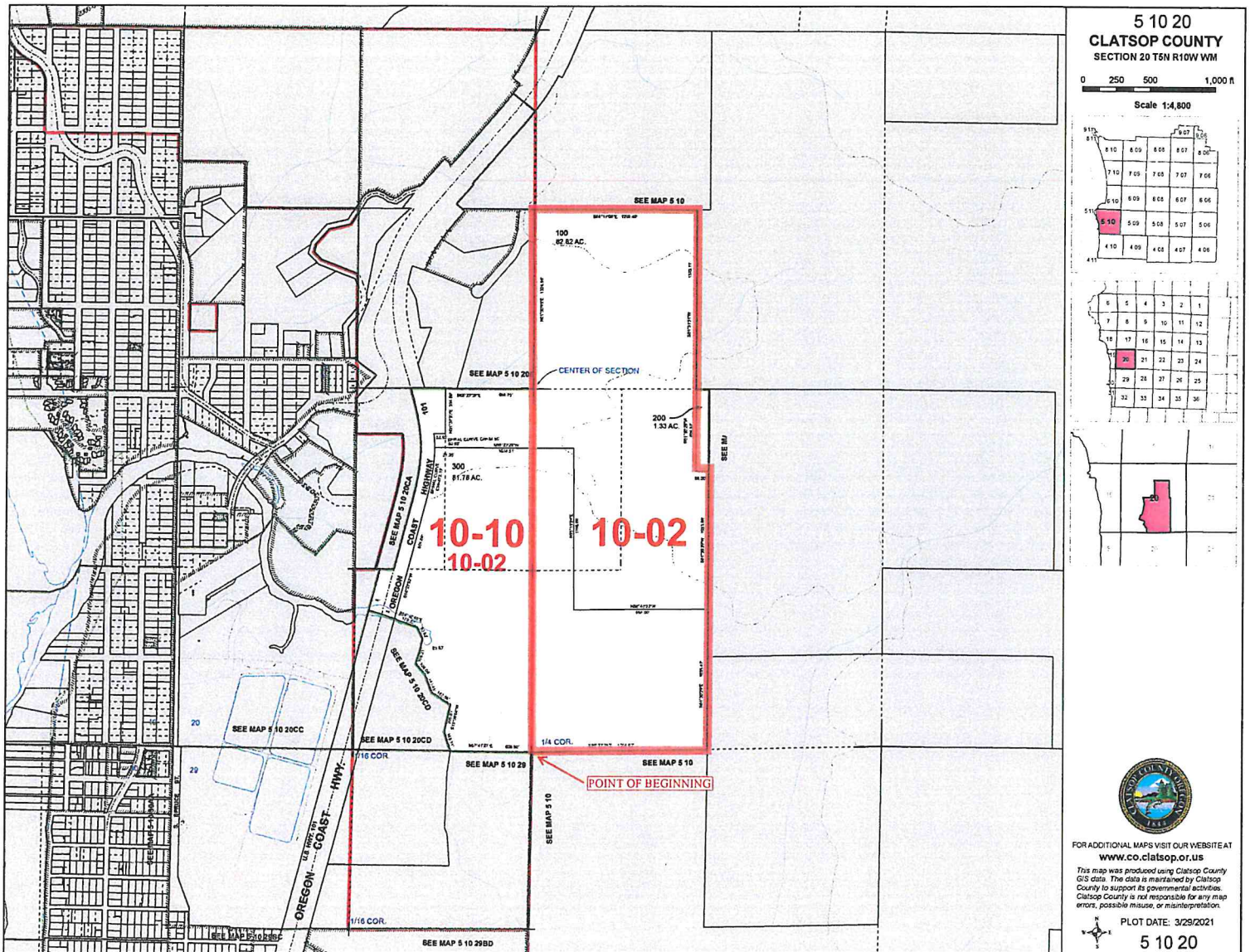
Beginning at the quarter corner common to Sections 20 and 29, Township 5 North, Range 10 West, Willamette Meridian, County of Clatsop, State of Oregon;  
thence South  $89^{\circ}23'35''$  East along the South boundary of Section 20 a distance of 1304.62 feet to the East one-sixteenth corner common to Sections 20 and 29;  
thence North  $01^{\circ}30'29''$  East 1035.47 feet to the southeast corner of Parcel No. 2, Instrument Number 201705998, Clatsop County Records;  
thence continuing N  $01^{\circ}30'29''$  East 1023.98 feet;  
thence North  $88^{\circ}29'31''$  West 96.00 feet;  
thence North  $01^{\circ}30'29''$  East 604.57 feet;  
thence North  $01^{\circ}31'51''$  East 1323.11 feet to a point at the northeast corner of aforementioned Parcel No. 2 of Instrument Number 201705998;  
thence North  $88^{\circ}17'06''$  West 1209.49 feet to a point at the northwest corner of aforementioned Parcel No. 2 of Instrument Number 201705998;  
thence South  $01^{\circ}30'05''$  West 1324.95 feet to the center of Section 20;  
thence South along the along the north-south centerline of Section 20 to the point of beginning.

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CLATSOP COUNTY CLERK

# Exhibit D





# Clatsop County

## Assessment and Taxation

820 Exchange St., Suite 210  
Astoria, OR 97103  
(503) 325-8522 phone (503) 338-3638 fax  
[www.co.clatsop.or.us](http://www.co.clatsop.or.us)

April 8, 2021

Tracie Krevanko  
Clatsop County Clerk  
820 Exchange St, Ste 220  
Astoria, OR 97103

RE: Ranch Santa Fe Acres LLC – Petition No. 1  
Annexation to Cannon Beach Rural Fire Protection District

Assessment & Taxation has received your request to review and certify the acreage and that petitioners are the owners of the area to be annexed.

As of April 7, 2021 the owner of the proposed area, a portion of map and tax lot number 510200000100, is Rancho Santa Fe Acres LLC. The entire tax lot's size is 82.82 acres, the portion to be annexed measures 75.89 acres. The legal description of the annexation area lies within the petitioner's tax lot, and is not within the boundaries of any other Rural Fire Protection District.

A handwritten signature in dark ink, appearing to read "Suzanne Johnson", written over a horizontal line.

Suzanne Johnson  
Clatsop County Assessor/Tax Collector





## Clatsop County

### Assessment and Taxation

820 Exchange St., Suite 210  
Astoria, OR 97103  
(503) 325-8522 phone (503) 338-3638 fax  
[www.co.clatsop.or.us](http://www.co.clatsop.or.us)

April 8, 2021

Tracie Krevanko  
Clatsop County Clerk  
820 Exchange St, Ste 220  
Astoria, OR 97103

RE: Ranch Santa Fe Acres LLC – Petition No. 2  
Annexation to Cannon Beach Rural Fire Protection District

Assessment & Taxation has received your request to review and certify the acreage and that petitioners are the owners of the area to be annexed.

As of April 7, 2021 the owner of the proposed area, a portion of map and tax lot number 510200000300, is Rancho Santa Fe Acres LLC. The entire tax lot's size is 81.78 acres, the portion to be annexed measures 39.56 acres. The legal description of the annexation area lies within the petitioner's tax lot, and is not within the boundaries of any other Rural Fire Protection District.

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

Suzanne Johnson  
Clatsop County Assessor/Tax Collector



IN THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF ANNEXATION	)	RESOLUTION AND ORDER
TO THE CANNON BEACH RURAL	)	FOR PUBLIC HEARING ON
FIRE PROTECTION DISTRICT	)	DISTRICT ANNEXATION

WHEREAS, the Clatsop County Board of Commissioners has received a petition by Rancho Santa Fe Acres LLC to annex property located at Map No. 510200000100 and Map No. 510200000300 into the Cannon Beach Rural Fire District;

WHEREAS, the Cannon Beach Rural Fire Protection District approves of the proposed annexation in Cannon Beach RFPD Resolution 20-04;

WHEREAS, the land is not currently in a fire district;

WHEREAS, ORS 198.857 requires the County to hold a public hearing on the matter of annexation. The affected district and the landowner will receive written notification of the public hearing; however, the hearing is not required to be published in a newspaper because it involves a single property owner who has requested the annexation pursuant to ORS 198.857;

NOW, THEREFORE, BE IT RESOLVED that the public hearing will be held on May 26, 2021 at 6 p.m. at the virtual County Board of Commissioner meeting to consider the Petition. Instructions on how to testify or join the virtual meetings can be found at [www.co.clatsop.or.us/NODE/25201](http://www.co.clatsop.or.us/NODE/25201).

DATED this 12th day of May, 2021.

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

---

Mark Kujala, Chair

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

May 12, 2021

---

**Agenda Title:** Approval of Agreement with Capitol Asset & Pavement Services Inc.  
**Category:** Consent Calendar  
**Presented By:** Ted McLean, Public Works Director

---

**Issue Before the Commission:** Agreement with Capitol Asset & Pavement Services, Inc. for Pavement Management and Digital Imaging Services in the amount of \$35,450.00.

**Informational Summary:** This Agreement is for pavement re-inspection services of the County paved roads, for our pavement management system. This also includes Digital Imaging of the County Roads. The pavement re-inspection service is used yearly by management personnel to help determine where to use our pavement preservation monies in order to best sustain our infrastructure and at the same time getting the best value for dollars spent. The County has been utilizing the digital imaging technology since 2001. It is a pictorial history of our road system that allows anyone that has access to the software to see not only what is there now, but what changes have occurred over the last eighteen years. The County has a network license that allows any user who has authorization to access this pictorial information. Having this technology at our fingertips has saved thousands of dollars in employee time by not having to drive into the field to check road approaches, sight distances, allows for accurate documentation of mileposts, sign locations and relocations when missing.

**Fiscal Impact:** This is budgeted in the Road Maintenance and Construction budget.

**Requested Action:**

1. Approve Agreement with Capitol Asset & Pavement Services, Inc., in the amount of \$35,450.00.

**Attachment List**

- A. Signed Capitol Asset & Pavement Services, Inc., Personal/Professional Agreement
- B. Exhibit A & B
- C. Certificate of Insurance



**CLATSOP COUNTY, OREGON**

1100 Olney Avenue  
Astoria, Oregon 97103  
*An Equal Opportunity Employer*

Contract No. \_\_\_\_\_

**PERSONAL/PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT is by and between Clatsop County ("County") and Capitol Asset & Pavement Services, Inc. (Contractor). Whereas County has need of the services that Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$35,450.00 to be paid to Contractor by County, Contractor agrees to perform between date of execution and December 31, 2021, inclusive, the following specific personal and/or professional services:

Work as described on Attachment A – Pavement Management Program Update & Re-inspection Services and Attachment B – Digital Imaging of Clatsop County Roads

Payment Terms: Payment within 30 days of receipt of invoice and approval of work.

1. **COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
2. **WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
3. **GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
4. **COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
  - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
  - b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
  - c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;.

- e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
  - f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
  - g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
5. **JUDICIAL RULINGS.** If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.
6. **INDEPENDENT CONTRACTOR.** Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.
7. **INDEMNIFICATION.** Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.
8. **INSURANCE.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$700,000 for property damage and minimum of \$800,000 per person for bodily injury and no less than \$1,600,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

---

\_\_\_\_\_ (approved by County Counsel) \_\_\_\_\_ (Contractor's Initials) \_\_\_\_\_

9. **WORKER'S COMPENSATION.** Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.
10. **NONDISCRIMINATION.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.
11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated under the following conditions:
- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
  - b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
  - c. Immediately on breach of the contract.
12. **SUBCONTRACTING/NONASSIGNMENT.** No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.
13. **SURVIVAL.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
14. **FUNDING.** In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such

decision including termination of service.

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

**16. COUNTY PRIORITIES.** Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

**17. OWNERSHIP AND USE OF DOCUMENTS.** All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.

**18. TAX COMPLIANCE CERTIFICATION.** Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contractor will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of this 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.

This Agreement will not be effective until approved by the authorized signatory for County.

**FOR COUNTY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**FOR CONTRACTOR:**

Joel M. Conder  
Signature

3/29/21  
Date

Joel M. Conder - Vice President  
Title

204 N. First St. Suite "C"  
Address

Silverton  
City

OR  
State

97381  
Zip



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**04/27/2021**

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

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

PRODUCER <b>R BAUER INSURANCE, INC. PO BOX 20070 KEIZER, OR 97307-0070</b>	CONTACT NAME: <b>Bethany J Tyrrel</b>	
	PHONE (A/C, No, Ext): <b>(503)588-0095</b>	FAX (A/C, No): <b>(503)588-0421</b>
INSURED <b>CAPITOL ASSET &amp; PAVEMENT SERV, INC. PO Box 7840 Salem, OR 97303</b>	E-MAIL ADDRESS: <b>bethany@rbauer.com</b>	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>OHIO SECURITY INSURANCE COMPANY</b>	NAIC #: <b>24082</b>
	INSURER B: <b>OHIO CASUALTY INSURANCE COMPANY</b>	<b>24074</b>
	INSURER C: <b>OHIO CASUALTY INSURANCE COMPANY</b>	<b>44393</b>
	INSURER D: <b>Underwriters at Lloyd's</b>	
	INSURER E: <b>Lloyd's</b>	<b>85202</b>
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 00000752-1472387 REVISION NUMBER: 237

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 OTHER:	Y		BKS55892175	02/08/2021	02/08/2022	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS55892175	02/08/2021	02/08/2022	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			USO55892175	02/08/2021	02/08/2022	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b>
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	XWW57608016	02/08/2021	02/08/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
D	PROF. LIAB/CLAIMS MD			PGIARK01694-09	01/22/2021	01/22/2022	PER CLAIM \$ <b>\$2,000,000</b>
E	PROF. LIAB/CLAIMS MD			PGIARK01694-09	01/22/2021	01/22/2022	AGGREGATE \$ <b>\$3,000,000</b>

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 AS RESPECTS WORK PERFORMED ON THEIR BEHALF BY THE NAMED INSURED. PROJECT: PAVEMENT MANAGEMENT RE-INSPECTION & DIGITAL IMAGING

## CERTIFICATE HOLDER

## CANCELLATION

<b>CLATSOP COUNTY CLATSOP COUNTY PUBLIC WORKS 1100 OLNEY AVE ASTORIA, OR 97103</b>	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  (BJT)

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ACORD 25 (2016/03)

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Printed by BJT on April 27, 2021 at 03:28P





Capitol Asset & Pavement Services, Inc.

PO Box 7840  
Salem, OR, 97303  
Phone: 503.689.1330  
Fax: 503.689.1440  
[www.capitolasset.net](http://www.capitolasset.net)

March 18, 2021

*Mr. Terry Hendryx  
Engineering Technician  
Clatsop County Public Works*

RE: Pavement Management Program Update & Re-inspection Services

Dear Terry;

As per our email conversation from earlier this week, I have enclosed for your consideration a proposal for the pavement re-inspections of the Clatsop County road network. This is a non-binding cost proposal, mainly for budgeting purposes for the re-inspection of the entire paved road network. It is also based upon re-inspecting the same mileage I took part in during the last inspection cycle (190 paved miles). Any new roads that need to be added to the database that were paved by the county, or have been newly constructed since the last inspection will be added at no charge up to 5.0 centerline miles

Hopefully the scope of services I have attached in Exhibits 1, as well as the terms I have included within compensation satisfy your expectations; please contact me at your earliest convenience so we may schedule your project during the 2021 calendar year.

We here at Capitol Asset & Pavement Services Inc. look forward to assisting you on this project as you take a very positive step in continuing to monitoring the health of your county road network. You will find no firm in the Northwest that has more experience in county road inspections & analysis than what our staff brings to this project, and we look forward to sharing our vast experience with you. If you have any questions relating to this document, please feel free to contact either Paul or myself. I will be the person managing the re-inspection project, (Joel M. Conder at 503.884-6663 (cell), email at [jconder@capitolasset.net](mailto:jconder@capitolasset.net)). Paul Wigowsky will be handling the software updating and reporting processes, and he can be reached at 503.551-6891 or at [paul@capitolasset.net](mailto:paul@capitolasset.net)

Capitol Asset & Pavement Services Inc. thanks you at this time for allowing us to submit this proposal and look forward to hearing back from you should the scope of services contained in these following exhibit meet with your approval.

Sincerely,  
Joel M Conder  
Senior Project Manager

## Services, and Cost (Exhibit #1) - Pavement Ratings

Service & Timeframes	Description	Cost
Kickoff Meeting & Data Gathering  (Optional)	Upon entering into a contract with Capitol Asset & Pavement Services Inc. Our Senior Project Manager shall meet (remotely) with county staff to discuss project timelines and notice to proceed. Other agenda items shall include, but are not limited to: contact information of county staff, local rules & regulations, press releases (if needed), obtaining any historical road information to included in new database; As-builds, and recent maintenance & rehabilitation activity.	Included
New Segmentation of County roads not currently in Database Network	Capitol Asset & Pavement Services Inc. shall physically measure any new county-maintained paved roads with an electronic distance measuring instrument in order to get accurate segment lengths. Each segment shall be measured for width using an engineering wheel. Pavement type, functional class, # of lanes, begin & end location and year constructed are just a few of the fields that shall be collected. All field data will be recorded electronically using a laptop computer and added to the existing Streetsaver database.	Included up to 5 new miles
Linking of GIS segments (not currently linked)	CAPS, Inc will set up the GIS section link within the StreetSaver® Online program. Using the GIS Toolbox Section Link feature, CAPS, Inc will link each database section to the road centerline file provided by the County. Database section beginning and ending location descriptors will be matched to corresponding beginning and ending points in the road centerline file. Once complete, this will allow the creation of various maps using the StreetSaver® GIS reporting feature (Road PCI condition, Segments needing rehabilitation, maintenance history, etc). During the inspection process all gis road links shall be verified.	Completed last cycle, updates if needed.



## Services, and Cost (Exhibit #1) - Pavement Ratings - Continued

Service & Timeframes	Description	Cost
Distress Rating of approximately 190 miles of county maintained paved roads.	A 2-person crew, led by our Senior Inspection Crew Leader, will inspect all roads that are to be included in the study that currently reside within the county's Streetsaver database. This is done by windshield drive-by, and then turning around and inspecting the most representative area of the segment. A minimum of 10% of each section will be inspected. This inspection process is all gathered electronically with our own data collection software program that has built-in error protection to help assure accurate data collection. This portion of the project shall take approximately 3-4 weeks to complete.	\$16,500
Further Populating of Database - Uploading of Distress Data – Calculations	Capitol Asset & Pavement Services Inc. shall take all collected field data and import into current Streetsaver pavement management database. All pertinent road data (M&R) collected from the county shall also be input into database. A pavement condition index (PCI) shall be calculated based upon the new distress rating data.	Included
Software Training for County Staff (if requested)	Upon successful completion and delivery of the "final" Budget Options Report, Capitol Asset & Pavement Services Inc. shall train staff in proper use of the pavement management software system. This will be done by conducting a 2-3 hour on-site training class at the county's location of choosing within Clatsop County.	Included
Future Software Support & Training  On-going	Capitol Asset & Pavement Services Inc. puts on an annual refresher course. This class is an all-day hands-on computer training/refresher class that is free of charge to all Capitol Asset & Pavement Services Inc. clients, and is always held in the spring. This class is usually conducted near the Portland or Bend area usually in October/November time frame. County staff shall also receive up to 40 hours per year of online or telephone technical support at no charge.	Included

## Services, and Cost (Exhibit #1) - Pavement Ratings - Continued

Service & Timeframes	Description	Cost
A-7 Maintenance & Rehabilitation Recommendations (M & R)  (if requested)	Based upon the MTC Streetsaver software and the Clatsop County strategies, Capitol Asset & Pavement Services Inc. will produce custom M & R reports. Clatsop County shall receive various reports showing cost-effectiveness of current or future various Maintenance & Rehabilitation strategies. Capitol Asset & Pavement Services Inc shall run multiple budget scenarios using actual as well as suggested dollar amounts. The county will be able to look at the impacts of a reduced or increased road maintenance funding, and make more informed decisions as to the direction the county would like to take.	Included
Deliverables	Capitol Asset & Pavement Services Inc. will deliver all the above-mentioned services for one (1) lump sum price of...	\$16,500

# FEE SCHEDULE

## HOURLY BILLABLE RATES STRUCTURE

JANUARY 1, 2021 THRU DECEMBER 31, 2021

(For services requested beyond deliverables within the aforementioned lump sums)

Position Description	Hourly Rate
President	\$145.00/hr
Vice-President	\$135.00/hr
Senior Project Manager	\$135.00/hr
Senior Programmer	\$120.00/hr
Management Analyst	\$105.00/hr
Engineering Tech.	\$85.00/hr
Data Collection Coordinator	\$80.00/hr
Accounts Payable Clerk	\$65.00/hr
Travel Charge per mile	\$ 0.58.5/mile

### Not to Exceed Clause -

The total price of this quote for 2021 is (\$16,500.00) and is based entirely on an estimate and may not be exceeded without the written authorization from a Clatsop County representative, or by change order to this proposal. CAPS Inc. will be obligated only to a total price based on actual quantity accepted and charged at the fixed prices (\$16,500) for PMP services as set forth above or to be agreed upon.

## ATTACHMENT B



Capitol Asset & Pavement Services, Inc.

PO Box 7840  
Salem, OR, 97303  
Phone: 503.689.1330  
Fax: 503.689.1440  
[www.capitolasset.net](http://www.capitolasset.net)

Terry Hendryx  
Clatsop County Road Department

March 18, 2021

RE: Cost Proposal for the Digital Imaging of Clatsop County Roads

Dear Terry;

As per our previous digital imaging cycles in Clatsop County, I have enclosed for your consideration a proposal for the digital imaging of the Clatsop County road network in 2021. This proposal includes the digital imaging on all gravel & paved road as maintained by the Clatsop County Road Department. This proposal is based upon filming approximately 234 center line miles, consisting of 190 paved and 44 gravel centerline miles.

Hopefully the scope of services I have attached in Exhibits #1 and #2 (compensation) satisfy your expectations; The digital Imaging inventory can only take place once the weather turns a little warmer, usually around early to mid April. All phases of the deliverables shall be completed by the upcoming conclusion of summer 2021, (9-3-2021).

We here at Capitol Asset & Pavement Services Inc. look forward to assisting you on this project as you take a very positive step in continuing to monitoring the health of your county road network. You will find no firm in the Northwest that has done more county digital imaging than what our staff brings to this project, and we look forward to sharing our vast experience with you. If you have any questions relating to this document, please feel free to contact either Paul Wigowsky, or myself.

I can be reached at Joel M. Conder @ 503 884-6663, [jconder@capitolasset.net](mailto:jconder@capitolasset.net). Paul Wigowsky will be handling the digital imaging aspect as project manager. He can be reached any time as well at 503 551-6891 [pwigowsky@capitolasset.net](mailto:pwigowsky@capitolasset.net)

Capitol Asset & Pavement Services Inc. thanks you at this time for allowing us to submit this proposal and look forward to hearing back from you should the scope of services contained in Exhibits #1 and #2 meet with your approval.

Respectfully submitted,

Joel M Conder  
Senior Project Manager  
Capitol Asset & Pavement Services Inc.

PO Box 7840 SALEM, OR 97303 \* 503.689-1330 office \* 503.689-1440 fax \* [www.capitolasset.net](http://www.capitolasset.net)

**Capitol Asset & Pavement Services Inc.**  
**Scope of Services**

**ROADSIDE DIGITAL IMAGING - SERVICE DESCRIPTION**

<b>Service</b>	<b>Description</b>	<b>Cost</b>
Collect Images and Road Data	<p>Capitol Asset &amp; Pavement Services Inc. shall collect road digital images and data. Two synchronized images shall be captured for each data point. Images shall be captured from a driver's point of view (straight ahead) and right view at approximately 45° angle to the right. Data captured will be synchronized with each Image pair and each data point shall include Road number, Road Name, Milepost, GPS XYZ coordinates, and cross road (where applicable). Quality of GPS coordinates is subject to a clear view of sky, and where view is blocked, GPS may be unavailable. GPS quality in good conditions is generally within 1 meter. Data and Images shall be captured at a rate specified by County. Images will be captured at 200 image pairs per mile, per direction, or every 21.1 ft. This can be modified to intervals from 10.5 to 105 ft (in 5.28 ft increments) at no additional charge to county.. Images and data shall be collected in two directions of travel (increasing and decreasing). Images shall be stored in JPEG image format (each image is approximately 300kb in size).</p> <p>This quote is based upon approximately <b>234</b> centerline miles of paved &amp; gravel roads in Clatsop County.</p>	<b>\$18,950</b>
Provide Viewer software	Streetpix Photolog Viewer software shall be unrestricted while used for Clatsop County business. County shall have license to install and utilize software on an unlimited number of computers, so long as those computers are owned by County and used for County business. This includes any department under County jurisdiction. County shall not have the right to distribute viewer software to any other government or private entity.	<b>Included</b> (no additional charge)
Install Viewer software	Capitol Asset & Pavement Services Inc. shall install photolog viewer software onto Clatsop County computers. If desired, Server-side program and data (including images) shall be installed on a Clatsop County central network server. CAPS Inc. shall provide Clatsop County IT staff with training and instructions to install software (client and server) on any additional computers.	<b>Included</b> (no additional charge)
Provide Viewer Software Training &	CAPS Inc shall provide Clatsop County staff with training as to maintenance and use of Viewer software. CAPS Inc. shall also provide technical support to Clatsop County IT staff for the purpose of maintaining program installations or troubleshooting errors.	<b>Included</b>

Technical Support.	Up to four (4) hours of on-site or remote training included. Up to forty (40) hours of on-site and remote technical support included.	Additional support beyond 40 hrs. at \$135/hr
Deliverables	CAPS Inc. shall provide data, images, software installation executable, and instructions to County on external USB 2.0 hard drive.	

## EXHIBIT #2

### COMPENSATION

Capitol Asset & Pavement Services Inc. shall be compensated at the dollar amount of **\$18,950.00**, for work performed as described in Exhibit #1 as “Digital Imaging” on approximately 234 centerline miles of roadway within Clatsop County. Capitol Asset & Pavement Services Inc. shall invoice one (1) lump sum bill upon final satisfactory completion of the 234 miles of roadway filming.

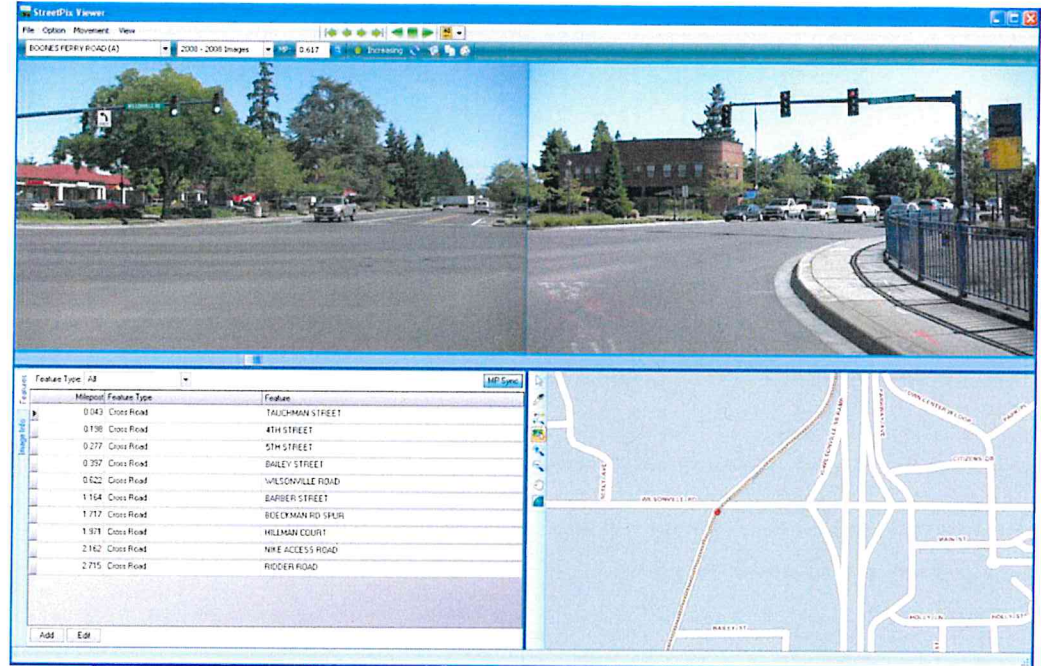


## DIGITAL PHOTOLOG

We plan to film each county road in two directions using our roadside digital imaging collection vehicle. This vehicle is equipped with two 2.1 megapixel camcorders which capture images at intervals of from 10-100 ft (25 ft. is standard, but actual interval to be chosen by county), a GPS unit that will capture coordinate information for each image pair, and Distance Measuring Instrument that will capture milepost.

### StreetPix Viewer Information

- Two images displayed for each data point. One facing forward, other at approximately 45° to the right (to capture right-of-way features).
- GPS coordinate information captured for each data point.
- Novatel submeter GPS unit used.
- Milepost from Distance Measuring Instrument captured for each data point



- Map displayed showing current location. User can click on map and be taken to nearest data point.
- Images collected in both directions. Click flip icon and see images captured in opposite direction.
- User-friendly controls. VCR-like controls to play, reverse, skip images. Acts like a virtual drive down the Road.
- Feature Inventory spreadsheet-like grid – displays asset feature information.
- Viewer can store/display multiple years of data.
- Copy images to clipboard, print image, or export image to file

See more information at <http://www.capitolasset.net/RoadsideDigitalImaging.html>

- Software is compatible with current versions of Microsoft Windows (XP, Vista, Windows 7)
- Client-server application. Database is Microsoft SQL Server, installed on a network server.
- Images are in Jpeg format and stored on network server drive.
- Software on each client machine accesses data and images on server.
- (Can also be installed in a stand-alone version)

**Capitol Asset & Pavement Services Inc.**  
**Metadata Sheet**  
(For StreetPix & Mobile GPS Data Collection)

A major difficulty in the geospatial data community is the lack of information that helps prospective users to determine what data exist, the fitness of existing data for planned applications, and the conditions for accessing the data. That is why it is imperative for these notes to be sent in conjunction with the data you are receiving. In today's ever changing GPS technology forum, many new uses are being applied. One of the more popular methods has been the evolution of precise GPS surveying from a relative difficult, expensive and complicated technology that could only be used in the so-called "static" mode, to a technique that has tremendous flexibility. This technique is called "kinematic" meaning moving receiver mode. This "on-the-fly" GPS data collection is a relatively new and semi-complex technology and is used by **Capitol Asset & Pavement Services Inc.** during the data collection part of this proposed project. The data that you will be receiving with these notes will be collected in the kinematic mode. Though the kinematic mode increases the number and range of GPS applications that can be used, please be aware of the real and sometimes perceived constraints on the GPS performance and accuracy. It is then sometimes necessary to understand the fundamental principles of the GPS hardware, software, processing algorithms and operational procedures.

The data that will be contained within the deliverable information will be collected, processed and compiled by **Capitol Asset & Pavement Services Inc.** The data that **Capitol Asset & Pavement Services Inc.** delivers to their clients is believed to be accurate; however, a degree of error is inherent in all kinematically collected information. The data will be distributed "as-is" without warranties of any kind, either expressed or implied. The risk or liability resulting from the use of this data is assumed by the user. **Capitol Asset & Pavement Services Inc** can charge for the service of collecting or supplying this coordinate information to clients, but we in no way represent ourselves as professional land surveyors. **Capitol Asset & Pavement Services Inc** makes no warranties of any kind, and disclaims all liability to any persons or agencies. **Capitol Asset & Pavement Services Inc** also does not warrant or guarantee the accuracy or completeness of this kinematically gathered information.

**All questions regarding the StreetPix data should be addressed to the imaging project manager:**

Paul Wigowsky  
Digital Imaging Project Manager  
Capitol Asset & Pavement Services Inc.  
(503) 551-6891 or [paul@capitolasset.net](mailto:paul@capitolasset.net)

PO Box 7840 SALEM, OR 97303 \* 503.689-1330 office \* 503.689-1440 fax \* [www.capitolasset.net](http://www.capitolasset.net)



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

May 12, 2021

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**Agenda Title:** Oregon State Marine Board Facility Grant Intergovernmental Agreement 1672  
**Category:** Consent Calendar  
**Presented By:** Steve Meshke, Natural Resources Manager

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**Issue Before the Commission:** Request approval of the Oregon State Marine Board Boating (OSMB) Facility Grant Intergovernmental Agreement 1672, for the construction of the boating facility improvement project at Westport County Park.

**Informational Summary:** The county has received a \$679,825.25 grant from the Oregon State Marine Board for the replacement of the boat ramp and boarding docks and the addition of a flush restroom, short term tie-up dock, nonmotorized boat launching system, asphalt parking and maneuver area, kiosks, park host space, utilities and stormwater features at Westport County Park. The current boat ramp was installed in the early 1970's and is at the end of its useful life. With the donation of the 27-acre property from Georgia Pacific in 2014, the County may now proceed with the development of the property. The Parks Department has received the necessary permits. Components are on order for this facility improvement to begin construction beginning July 2021 and should be completed November 2021.

**Fiscal Impact:** The Oregon State Marine Board grant amount is a total of \$679,825.25. Of that amount, \$379,825.25 is state Boating Facility Grant, \$100,000 state Waterway Access Grant and \$200,000 federal Boating Infrastructure Grant funds. The County's cash match for this grant project is \$559,941.75, Grant IGA #103-21 \$1,000,000 cash from Oregon Department of Fish and Wildlife Sportfish Restoration fund, and \$5000 cash from Columbia River Yachting Association for a total project cost of \$2,244,767. This is a reimbursement grant program. The County must pay the full construction cost before reimbursement. The total projected budget of \$2,244,767 for this project is budgeted under the FY 2021-22 County Special Funds organizational unit. The Recreational Lands Planning and Advisory Committee supports this project and the new development.

**Requested Action:**

*“Approve and authorize the County Manager to sign the Oregon State Marine Board Facility Grant Intergovernmental Agreement #1672 in the amount of \$679,825.25 for the Westport County Park Boating Facility Construction and Improvement Project and authorize the County Manager to sign grant amendments.”*

**Attachment List**

- A. Boating Facility Grant Intergovernmental Agreement #1672
- B. Grant Award cover letter from Oregon State Marine Board



# Oregon

Kate Brown, Governor

## State Marine Board

435 Commercial St NE, Suite 400

PO Box 14145

Salem, OR 97309-5065

Main (503) 378-8587

Fax (503) 378-4597

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



April 15, 2021

Steve Meshke, Natural Resources Manager  
Clatsop County  
2001 Marine Dr, Room 253  
Astoria, OR 97103

RE: Boating Facility Grant 1672, Westport Boating Facility Improvement Project

Dear Mr. Meshke,

I am pleased to inform you that the State Marine Board, at its April 14, 2021 virtual meeting in Salem, approved a total grant award of \$679,825.25 conditioned on the legislative approval of our 2021-23 budget. The State Marine Board grant includes funding from the following programs: \$379,825.25 state Boating Facility, \$100,000.00 state Waterway Access and \$200,000.00 federal Boating Infrastructure Grant funds.

This grant is for the replacement and installation of a new boat ramp, boarding docks, short term tie-up docks, floating kayak dock, flush restroom, and paved parking area. The improvements made to Westport Boating Facility on Westport Slough, Columbia River will improve safety for all recreational boaters and dramatically enhance motorized and nonmotorized boating opportunities.

A grant agreement is attached for your signature; return the signed copy to us for execution. We are pleased to be able to enter this partnership and look forward to the successful completion of this project. If you have any questions about this grant project contact Janine Belleque, Boating Facilities Manager at 503-378-2628 or email, [janine.belleque@oregon.gov](mailto:janine.belleque@oregon.gov).

Sincerely,

Larry Warren  
Director

CC: Senator Betsy Johnson  
Representative Suzanne Weber  
Business Services

Attachment

**BOATING FACILITY GRANT  
INTERGOVERNMENTAL AGREEMENT**  
Agreement No. 1672

This Agreement is between the State of Oregon acting by and through its Marine Board (“OSMB”) and Clatsop County (“Recipient”), each a “Party” and, together, the “Parties”.

**SECTION 1: AUTHORITY**

This Agreement is authorized by ORS 190.110. OSMB is authorized to provide grants for boating facility projects under ORS 830.150 and OSMB has sufficient facility grant funds available within its current biennial budget and has authorized expenditure on the Recipient’s Project as defined below, and the Recipient agrees to comply with Boating Facility Grant Program rules in OAR 250-014 and other OSMB adopted policies and procedures.

**SECTION 2: PURPOSE**

The purpose of this Agreement is to set forth the obligations of both Parties in the development of recreational boating facilities at *Westport County Park for the replacement of the boat ramp and boarding docks and the addition of a flush restroom, short term tie-up dock, nonmotorized boat launching system, asphalt parking and maneuver area, kiosks, park host space, utilities and stormwater features*, hereinafter called the “Project,” as described in the Recipient’s Facility Grant Application #1672 and Staff Report to OSMB. With this reference, the Facility Grant Application and Staff Report are made part of this Agreement. If a conflict exists between the Facility Grant Application, Staff Report and this Agreement, the Agreement will govern.

**SECTION 3: EFFECTIVE DATE AND DURATION**

- 3.1 Term.** This Agreement is effective on the date of the last signature and terminates on the date 25 years after the date of Project completion or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with Section 18.
- 3.2 Project Completion.** The Project shall be completed, and final billing for the Project shall be submitted to OSMB, on or before June 30, 2022. Unless approved in writing, OSMB shall not be obligated to disburse any payments after this date.
- 3.3 Closeout.** (See 2 CFR § 200.343) OSMB will closeout this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Recipient.

**SECTION 4: AUTHORIZED REPRESENTATIVES**

- 4.1** OSMB’s Authorized Representative is:  
Janine Belleque, Boating Facilities Program Manager  
PO Box 14145, Salem, OR 97309 or 435 Commercial Street NE Suite #400, Salem 97301  
(503) 378-2628 Office, [Janine.Belleque@oregon.gov](mailto:Janine.Belleque@oregon.gov)

4.2 Recipient's Authorized Representative is:  
Steve Meshke, Natural Resources Manager  
2001 Marine Dr Suite 253, Astoria, OR 97103  
(503)325-6452 Office, [spmeshke@co.clatsop.or.us](mailto:spmeshke@co.clatsop.or.us)

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

## SECTION 5: RESPONSIBILITIES OF EACH PARTY

### 5.1 Responsibilities of Recipient:

5.1.1 **Project Timeline.** The Recipient is responsible for maintaining the project timeline for all dates and activities outlined as the Recipient's responsibility as identified in Attachment "A".

5.1.2 **Matching Cash Funds.** The Recipient shall contribute the total sum of \$559,941.75 cash and procure *\$1,000,000.00 cash from Oregon Department of Fish and Wildlife Sportfish Restoration fund, and \$5,000.00 cash from Columbia River Yachting Association* as described in the Staff Report.

5.1.3 **Matching Non-cash Resources.** The Recipient shall contribute the total sum of \$30,980.00 administrative match and \$0.00 force account labor, materials and/or equipment. These are non-reimbursable items.

5.1.4 **Indirect Rate.** The Recipient is charging the indirect rate shown on Attachment B. Total Indirect Costs to be charged are \$0.00.

5.1.5 **Construction.** The Recipient shall award, and monitor the contractor's performance under the construction contract or construction consultant contract in such a manner as to insure compliance with Project plans and specifications. The Recipient must notify OSMB immediately of any proposed change in Project design, cost modifications, proposed change orders or modification of scope. The Recipient shall be responsible for all costs associated with unauthorized changes or modifications unless otherwise specifically agreed to in writing by OSMB.

### 5.1.6 Commercial and Other Uses.

- a. For purposes of this Section 5, Commercial Use means any activity on or affecting the Project that was not described in the Facility Grant Application or Staff Report, or not approved pursuant to OSMB Policy 93-06 or 93-02, where the Recipient:
  1. has financial profit as a goal,
  2. charges any fees or receives any benefit to provide services, supplies or goods, or
  3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.

- b. Commercial Use is prohibited.
- c. Recipient must have the capability to make an ordinance, rule, or other regulation to the effect that the Projects are for the benefit of recreational boaters, including, but not limited to, how Recipient must be able to prohibit boaters from exceeding stay limits on short term tie up docks or using the facilities in unintended ways. If, in the sole discretion of OSMB, the use by non-recreational boaters such as swimmers, fishermen, divers, crabbers impact recreational boating uses or diminishes the useful life of the Project, then the Recipient must establish and enforce its ordinance, rule, or other regulation.
- d. If Project funded a pumpout or dump station in a marina or short-term tie-up dock, the Recipient must include language in its moorage agreement requiring use of the pumpout and/or dump station if a boat has a holding tank or marine toilet.
- e. Recipient must restrict use of the Project to only boats that comply with ORS 830.770 and 830.775.

**5.1.7 Publications & Advertising.** The Recipient shall include the following statement if publishing any report, news release or publication regarding this project: *“Partial funding was provided by the Oregon State Marine Board Boating Facility Grant Program, investing fees and taxes paid by motorized boaters and Waterway Access Grant Program, investing 10-foot and longer nonmotorized boat permit fees and in cooperation with U.S. Fish and Wildlife Service Boating Infrastructure Grant Program.”*

**5.1.8 Project Sign.** The Recipient shall post in a conspicuous location at the site a sign identifying OSMB’s, Federal Agency’s and specific federal grant program’s participation in the Project.

**5.1.9 Public Access to Project.** During the term of this Agreement the Recipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

**5.1.10 User Fees.** No fees can be charged to recreational boaters for the use of pumpout, dump station or floating restroom. Recipient shall notify and request written approval from OSMB of any user fees charged to recreational boaters for the use of the improvements described herein throughout the term of this Agreement. Fees charged shall be reasonable and are subject to review and approval by OSMB. If user fees are charged for the use of the completed Project, the Recipient shall maintain sufficient records and accounting procedures that demonstrate all of the gross income from the fees is used to defray direct operational costs (for example, maintenance and repair costs) for the Project. User fees may affect Maintenance Assistance Program, as described in OAR 250-014-0004 eligibility on publicly owned and operated Projects.

**5.1.11 Maintenance.** The Recipient shall at all times be responsible for the maintenance and operation of the Project and related facilities during the term of the Agreement. This does not restrict the Recipient’s ability to subcontract for the performance of maintenance and



operation services. Such subcontractors would be subject to Section 5.1.14, Indemnification by Subcontractors.

**5.1.12 Payments.** Recipient agrees to:

- a. Make payment promptly as due to all contractors, subcontractors, vendors or any other persons supplying labor or materials for the Project;
- b. All employers, including Recipient that employ subject workers as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
- c. Not permit any lien or claim to be filed or prosecuted against OSMB, due to any construction or maintenance activities at the Project.

**5.1.13 Alternative Dispute Resolution.** The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**5.1.14 Indemnification by Subcontractors.** The Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") 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 Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

**5.1.15 Boating Facility Operation.** The Parties have entered into other grant agreement(s) for boating facilities 1597, 1660, 1670. which provide for the Recipient to operate boating facilities, including but not limited to, [restrooms, boat trailer parking, docks, boat ramps]. The Recipient shall continue to operate those boating facilities for the duration of this Agreement, even if the terms of the other grant agreements have expired .

**5.2 Responsibility of OSMB:**

**5.2.1** OSMB shall pay Recipient as described in Sections 6 and 7.

## SECTION 6: CONDITIONS TO DISBURSEMENT

**6.1 Conditions Precedent to Any Reimbursement.** OSMB shall not be obligated to disburse any of the grant funds to reimburse the Recipient for Project costs hereunder unless OSMB has received from the Recipient:

- a. Prior to Project solicitation or construction, the final architectural and engineering plans, specifications, and cost estimate(s), statement of work, request for proposal or other documentation for the Project, documents must be in form and substance satisfactory to OSMB;
- b. Prior to Project construction a copy of all required, federal, state and local permits or approvals for the Project; and
- c. A copy of the contractor's, vendor's, supplier's or consultant pricing, unless the Recipient is completing the Project; and
- d. Reimbursement Requests must be submitted on the approved OSMB Boating Facility Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties based on the percentage of their respective cash contributions as set forth in Section 5 and Section 7.

**6.2 Conditions Precedent to Partial Progress Payment(s).** OSMB shall not be obligated to make partial progress reimbursement payment(s) hereunder until supporting documentation of the percentage of Project completion has been received, reviewed and approved by OSMB. In no event shall OSMB disburse more than ninety percent (90%) of the amount indicated in Section 7.2. as progress payments.

**6.3 Conditions Precedent to Final Payment.** OSMB shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by OSMB, has been received reviewed and approved by OSMB; and
- b. Recipient provides a minimum of three photographs detailing the completed work. One photo must be of the installed sign crediting OSMB with funding the Project; and
- c. Inspection and approval of the Project by OSMB.

## SECTION 7: COMPENSATION AND PAYMENT TERMS

**7.1 Federal Fund Approval.** OSMB has received a grant from the United States Department of the Interior, Fish and Wildlife Services, (USFWS) as described pursuant to 2 CFR 200.331 on Attachment B. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and 2 CFR 200.330, OSMB's determination is that the Recipient is the sub-recipient of federal funds.

**7.2 Grant Funds.** Upon approval by its governing body, OSMB shall provide grant funds in the amount of \$379,825.25 *state Boating Facility Grant*, \$100,000.00 *state Waterway Access Grant*

and \$200,000.00 federal Boating Infrastructure Grant funds for a total of \$679,825.25 to the Recipient to fund the Project. OSMB shall not provide to the Recipient, and the Recipient shall not use any funds described in this section for administrative or for accounting costs whether or not related to this Agreement.

- 7.3 Payments.** After the Recipient awards the contract for the Project, and activities commence, OSMB shall, upon receipt of the Recipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to OSMB, disburse funds to the Recipient in accordance with Section 6 "CONDITIONS TO DISBURSEMENT".
- 7.4 Overpayment.** In the event that the aggregate amount of OSMB's interim progress payments to the Recipient exceeds the allowable reimbursable costs of the Recipient for the Project, the Recipient agrees to refund to OSMB the amount paid in excess of such allowable expenses within thirty (30) days of final billing by the Recipient or the Project Completion Date, whichever is earlier.
- 7.5 Disallowed Costs.** The Recipient agrees that payment(s) made by OSMB under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by OSMB not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Recipient shall pay OSMB the amount of such excess within 30 days after written notice of disallowed costs is provided by OSMB.
- 7.6 Cost Savings.** Any cost savings realized on the Project shall be prorated between the Parties based on the percentage of their respective cash contributions as set forth in Section 7.1. and Section 5: "RESPONSIBILITIES OF EACH PARTY"

## **SECTION 8: REPRESENTATIONS AND WARRANTIES**

Recipient represents and warrants to OSMB that:

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

- 8.4** Recipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Recipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 8.5** Recipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

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

## **SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OSMB or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 10: OWNERSHIP OF WORK PRODUCT**

- 10.1** As used in this Section 10 and elsewhere in this Agreement, the following terms have the meanings set forth below:

- 10.1.1 Project Ownership.** OSMB acknowledges and agrees that the Project is the exclusive property of the Recipient. OSMB is neither responsible nor liable in any manner for the construction, operation or maintenance of the Project.

## **SECTION 11: NO DUPLICATE PAYMENT**

The Recipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon, including, but not limited to the Oregon Department of Fish and Wildlife, or the United States of America or any other party.

## **SECTION 12: CONTRIBUTION**

- 12.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified

Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 10 with respect to the Third Party Claim.

- 12.2** With respect to a Third Party Claim for which OSMB is jointly liable with Recipient (or would be if joined in the Third Party Claim ), OSMB 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 OSMB on the one hand and of Recipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSMB 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. OSMB’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 12.3** With respect to a Third Party Claim for which Recipient is jointly liable with OSMB (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 OSMB in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of OSMB on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of OSMB 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 if it had sole liability in the proceeding.

## **SECTION 13: RECIPIENT DEFAULT**

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

- 13.1** Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;

- 13.2** Any representation, warranty or statement made by Recipient in this Agreement or in any documents or reports relied upon by OSMB to measure the delivery of services, the expenditure of funds or the performance by Recipient is untrue in any material respect when made;
- 13.3** Recipient (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 13.4** A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Recipient, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (c) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

## **SECTION 14: OSMB DEFAULT**

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

## **SECTION 15: REMEDIES**

- 15.1** In the event Recipient is in default under Section 13, OSMB may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 18, (b) reducing or withholding payment for work or Work Product that Recipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Recipient to perform, at Recipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 16 (which is in addition to the remedies provided in Section 7.4), of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.



**15.2** In the event OSMB is in default under Section 14 and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 18, or in the event OSMB terminates this Agreement under Sections 18.1, 18.2, or 18.3, Recipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against Recipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against Recipient. In no event will OSMB be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Recipient exceed the amount due to Recipient under this Section 15.2, Recipient shall promptly pay any excess to OSMB.

## **SECTION 16: RECOVERY OF OVERPAYMENTS**

In addition to the remedies provided in Section 7.4, if payments to Recipient under this Agreement, or any other agreement between OSMB and Recipient, exceed the amount to which Recipient is entitled, OSMB may, after notifying Recipient in writing, withhold from payments due Recipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## **SECTION 17: LIMITATION OF LIABILITY**

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

## **SECTION 18: TERMINATION**

**18.1 Termination for Convenience.** The Recipient may terminate this Agreement at any time upon thirty (30) days prior written notice to OSMB; provided, however, that the Recipient shall, within thirty (30) days of such termination, reimburse OSMB for all funds contributed by OSMB to the Project; provided further that until the Recipient has fully reimbursed OSMB for such funds, the Recipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of nine percent (0.9%) per annum, or, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand.

**18.2 Termination Because of Non-Appropriation or Project Ineligibility.** OSMB, as provided in Section 29 "FORCE MAJEURE," may modify or terminate this Agreement and at any time

upon 30 days prior written notice to the Recipient, may modify or terminate this Agreement if:

- a. OSMB fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds as described in ORS 830.150.
- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Recipient has no other lawfully available funds, then the Recipient may terminate this Agreement at the end of its current fiscal year, with no further liability to OSMB. The Recipient shall deliver written notice to OSMB of such termination no later than 30 days from the determination by the Recipient of the event of non-appropriation. OSMB shall pay for all authorized Project costs expended up to the date of written notice of termination.

**18.3 Termination for Default.** OSMB, at any time upon 30 days prior written notice of default to the Recipient, may modify or terminate this Agreement if:

- a. The design, permitting, or construction of the Project is not pursued with due diligence; or
- b. The Recipient's fee simple title to or other interest in the construction sites or Project is not sufficient, legal and valid; or
- c. The construction of the Project is not permissible under federal, state, or local law; or
- d. The Recipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
- e. The Recipient, without the prior written approval of OSMB, uses the funds provided by OSMB hereunder to build any project other than the Project described in the final architectural and engineering drawings approved by OSMB; or
- f. The construction is not completed in a good and workmanlike manner or fails to comply with any required permits; or
- g. During the term of this Agreement, the Recipient fails to perform any obligation or requirement of this Agreement, including, but not limited to, exceeding the length of stay at a short term tie-up dock, allowing non-recreational boating use such as crabbing, fishing, swimming, diving or other activities to impact a recreational boaters ability to use the Project, or coveys the Project or the Project property or any part thereof or converts the use of the Project or the Project property to a use that precludes free and unencumbered recreational public boating access.
- h. The Recipient defaults under any other agreement between the Parties.

#### **18.4 Rights and Remedies.**

- a. The Recipient shall, within 30 days of its receipt of a notice of default, reimburse OSMB for all funds contributed by OSMB to the Project. Further, OSMB shall have any and all rights and remedies available at law or in equity.
- b. In the event that Recipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating OSMB's grant or cause or requires OSMB to return funds to the Federal Funding Agency, Recipient will return to OSMB an amount equal to the funds which OSMB is not reimbursed for or is required to return to Federal Funding Agency.

### **SECTION 19: NONAPPROPRIATION**

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

### **SECTION 20: AMENDMENTS**

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

### **SECTION 21: NOTICE**

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

### **SECTION 22: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 9,10,16,17 and 22 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## SECTION 23: SEVERABILITY

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

## SECTION 24: COUNTERPARTS

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

## SECTION 25: COMPLIANCE WITH LAW

- 25.1 Compliance with Law Generally.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Recipient and the Agreement.
- 25.2 Oregon False Claims Act.** Recipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Recipient pertaining to this Agreement, including the procurement process relating to this Agreement that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Recipient certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Recipient further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Recipient. Recipient understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or OSMB under this Contract or any other provision of law.
- 25.3 Tax Compliance.** As set forth on Exhibit B, Recipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Recipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient's property, operations, receipts, or income, or to Recipient's performance of or compensation for any work performed by Recipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, or to goods, services, or property, whether tangible or intangible, provided by Recipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 25 constitutes a material breach of this Agreement. Further, any failure to comply with Recipient's certifications set forth in Exhibit B also shall constitute a material breach of this Agreement. Any failure to comply shall entitle OSMB to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- 25.3.1** Termination of this Agreement, in whole or in part, this is in addition to any remedies available under Section 18;
- 25.3.2** Offsetting against any amount owed to Recipient, and withholding of amounts otherwise due and owing to Recipient, in an amount equal to State's setoff right, without penalty; and
- 25.3.3** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OSMB may recover any and all damages suffered as the result of Recipient's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

In addition, this Agreement will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Recipient's compensation under this Agreement or (ii) exercising a right of setoff against Recipient's compensation under this Agreement for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

## **SECTION 26: INDEPENDENT CONTRACTORS**

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

## **SECTION 27: PERSONS NOT TO BENEFIT**

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

## **SECTION 28: INTENDED BENEFICIARIES**

OSMB and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third

persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 29: FORCE MAJEURE**

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OSMB may terminate this Agreement upon written notice to Recipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 30: ASSIGNMENT AND SUCCESSORS IN INTEREST**

Recipient may not assign or transfer its interest in this Agreement without the prior written consent of OSMB and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OSMB's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns. Any sub grant entered into under this Agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit A and the sub grant shall:

- a. Be awarded in accordance with §200.317 to §200.326 Procurement Standards
- b. If the contract is not to a unit of local government as defined in ORS 190.003, the contract shall require the contractor to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees, and agents ("indemnatee") from and against any and all claims, actions, liabilities, damages, losses or expenses 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 Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("claims"). It is the specific intentions of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

## **SECTION 31: SUBCONTRACTS**

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



## **SECTION 32: TIME IS OF THE ESSENCE**

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

## **SECTION 33: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 34: RECORDS MAINTENANCE AND ACCESS**

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

## **SECTION 35: HEADINGS**

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

## **SECTION 36: ADDITIONAL REQUIREMENTS**

**SECTION 37: Recipient shall comply with the additional requirements set forth in Exhibit A and Exhibit C, attached hereto and incorporated herein by this reference.  
AGREEMENT DOCUMENTS**

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (Federal Compliance Terms), Exhibit B (Tax Compliance), Attachment A (Project Timeline), Attachment B (Information Required by 2CFR200), and Exhibit C (Additional Requirements).

**SECTION 38: SIGNATURES**

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

**STATE OF OREGON acting by and through its Marine Board**

\_\_\_\_\_  
Larry Warren, Director

\_\_\_\_\_  
Date

**Clatsop County**

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

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency in accordance with ORS 291.047**

Approval Authorized by Letter

August 2, 2017

Steven Marlowe, Assistant Attorney General

Date

## EXHIBIT A

### FACILITY GRANT NO. 1672 BOATING FACILITY IMPROVEMENTS FEDERAL COMPLIANCE TERMS

#### **I. Grant Recipient Compliance Requirements:**

A. Recipient is responsible to ensure compliance with the federal implementing regulations for (Clean Vessel Act 50 CFR Part 85 or Boating Infrastructure Grant Program 50 CFR Part 86).

B. Recipient to comply with Assurances – Construction Programs (Standard Form 424D)

C. Pursuant to 2 CFR Part 170, OSMB will enter grant information into the Federal Funding Accountability and Transparency Act (FFATA).

#### **II. Federal Terms and Conditions:**

Recipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

A. Uniform Administrative Requirements, 2 CFR Part 200, Subparts A through D or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B.

B. including but not limited to the following:

1. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

2. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

3. Audits. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OSMB within 30 days of completion.

B. Cost Principles 2 CFR Part 200, Subpart E

C. Central Service Cost Allocation Plans Appendix V to Part 200

D. Indirect Cost Proposals Appendix VII to Part 200

E. Audit Requirements 2 CFR Part 200, Subpart F

F. Federal Non-discrimination Statutes. Recipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by OSMB.

G. Eligible Workers. Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Recipient shall comply with regulations regarding certification and retention of the completed forms.

H. To the extent applicable to this award, Recipient is responsible to comply with

1. National Environmental Policy Act; E.O. 11514 (which requires the recipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.
2. E.O. 11990: Protection of Wetlands (which requires the recipient to comply with environmental standards for the protection of wetlands)
3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the recipient to comply with environmental standards for the evaluation of flood hazards in floodplains)

4. Coastal Zone Management Act (which requires recipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).'
5. Wild and Scenic Rivers Act (which requires the recipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)
6. Historic Preservation Act, E.O. 11593 (which requires recipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).
7. Endangered Species Act (which requires the recipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]).
8. Marine Mammal Protection Act (which requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).

#### I. Other Requirements (USFWS specific)

1. Universal Identifier and Central Contractor Registration 2 CFR Part 25
2. Reporting Sub-awards and Executive Compensation 2 CFR Part 170
3. Award Term for Trafficking in Persons (applicable to private entity sub-recipients) 2 CFR Part 175
4. Government-wide Debarment and Suspension (Non-procurement) 2 CFR Part 1400
5. Requirements for Drug-Free Workplace (Financial Assistance) 2 CFR Part 1401
6. 43 CFR 18 New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.
7. 41 U.S.C. 4712 Enhancement of Recipient and Sub-recipient Employee Whistleblower Protection:
  - a. This award, related sub-awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related sub-awards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712b. Recipients, their sub-recipients, and their contractors award

contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

c. The recipient shall insert this clause, including this paragraph (c), in all sub awards and in contracts over the simplified acquisition threshold related to this award.

8. Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit 41 USC § 6306.

9. Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in Section 3(a) of the Order Executive Order 13513.



## ATTACHMENT "A"

### PROJECT TIMELINE

Responsibility	Date	Description
Recipient	April -June 2021	Solicit for bids-prepare documents, bid opening, evaluate responses, award contract and manage the process.
Recipient	July 2021	Provide Board with a copy of bid document, bid results and awarded contract.
Recipient	July 15 – September 15, 2021	In-water work period
Recipient	July- November 2021	Construction period
OSMB	July 2021 – January 2022	OSMB will be available to provide technical assistance to the Recipient, review submittals, and conduct designated inspections.
Recipient	December 2021	Receive contractor invoices, issue payment and request final reimbursement from OSMB.
OSMB	January 2022	Issue final reimbursement, close the grant and term of the grant begins.

**ATTACHMENT “B”**  
**INFORMATION REQUIRED BY 2 CFR §200.331(A) (1)\***

Federal Award Identification:

- (i) Subrecipient name (which must match registered name in DUNS): Clatsop County
- (ii) Subrecipient’s DUNS number: 118455844
- (iii) Federal Award Identification Number (FAIN): BIG F20AP12175
- (iv) Federal Award Date: July 1, 2021
- (v) Sub-award Period of Performance Start and End Date: From July 1, 2021 to December 29, 2023
- (vi) Total Amount of Federal Funds Obligated by this Agreement: BIG \$200,000.00
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement\*\*: \$ 200,000.00
- (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$ 200,000.00
- (ix) Federal award project description: BIG funds are for the addition of a short-term tie-up dock and part of the, flush restroom.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
  - (a) Name of Federal awarding agency: U.S. Fish & Wildlife Service
  - (b) Name of pass-through entity: Oregon State Marine Board
  - (c) Contact information for awarding official of the pass-through entity:  
Janine Belleque, 503-378-2628 [janine.belleque@oregon.gov](mailto:janine.belleque@oregon.gov)
- (xi) CFDA Number and Name: BIG 15.622  
Amount: BIG \$200,000.00
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: 0.00%

*\*For the purposes of this Exhibit, the term “Subrecipient” refers to Recipient and the term “pass-through entity” refers to OSMB.*

*\*\*The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current State/Federal [specify which applies] fiscal year.*

## EXHIBIT B

### RECIPIANT TAX CERTIFICATION

The individual signing on behalf of Recipient hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

1. The number shown on this form is Recipient's correct taxpayer identification;

Federal Tax Number 93-6002287

Oregon Tax Number \_\_\_\_\_

2. Recipient is not subject to backup withholding because:

(i) Recipient is exempt from backup withholding,

(ii) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends, or

(iii) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.

3. S/he is authorized to act on behalf of Recipient; s/he has authority and knowledge regarding Contractor's payment of taxes,

4. For a period of no fewer than six calendar years preceding the Effective Date of this Contract, Recipient faithfully has complied with:

(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient's property, operations, receipts, or income, or to Recipient's performance of or compensation for any work performed by Recipient;

(iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Recipient Signature \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT C**

### **ADDITIONAL REQUIREMENTS**

OSMB has expended resources and provided technical assistance to the Recipient during the period of January 1, 2011 through March 31, 2021 to complete property assessment and feasibility, topographic and bathymetric survey, conceptual to final design, permitting assistance and obtained independent hydraulic analysis of the boating facility improvements. OSMB has contributed 2,283.50 hours during that period valued at \$171,262.50 and expended \$16,195.67 for a consultant to complete the hydraulic analysis for a total value of \$187,458.17. It is anticipated that 400 to 600 hours will be expended during the construction and completion of this Project valued at \$30,000 to 45,000. The anticipated grand total of for these items is \$217,458.17 to \$232,458.17.

In the event the Agreement is terminated under Section 18 the Recipient will include the value of expended resources and technical assistance for reimbursement.

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

May 12, 2021

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**Agenda Title:** Update County Ambulance Service Area Franchise Agreement  
**Category:** Business Agenda  
**Presented By:** Tiffany Brown, County Emergency Manager

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**Issue Before the Commission:**

To consider approving the new Clatsop County Ambulance Service Area Franchise Agreement with Medix Ambulance Service.

**Informational Summary:**

Medix has had a franchise agreement with Clatsop County to provide ambulance service since 1986. Over the years, the contract was extended several times, most recently in 2016 for a period of 5 years.

At that time, the County explored options for drafting a new agreement, which were either to renew the contract with Medix or issue a Request for Proposals in effort to open the opportunity to others interested in providing service. Ultimately, by way of interviews and a public survey process, the committee decided that it was in the best interest of the County and its citizens to try to reach a new agreement with Medix which would address relevant concerns.

The changes made to the agreement in 2016 served to improve coverage and call times by 1) expanding the core area, 2) implementing protocols for delays in response, 3) increasing the minimum number of ambulances staged in the core area, and 4) districting certain “frontier” areas of Clatsop to Columbia County.

The updated agreement also contains a ‘Periodic Assessment Form’ to be administered every 18 months during the contract period. The periodic reviews created an opportunity for the ASAA Committee to monitor franchise holder performance more routinely than it had in the past and to simplify the franchise agreement renewal process when established requirements are met. Authorizing signature of the new agreement will start another five-year term that follows the same process and procedures.

**Fiscal Impact:** None.

**Requested Action:**

*“I move that the Board approve renewal of the Ambulance Service Area Franchise Agreement with Medix and authorize the Chair to sign.”*

**Attachment List**

- A. C7557 Ambulance Service Franchise Agreement (new)
- B. C5992 Ambulance Service Franchise Agreement (2016)
- C. Periodic Assessment Forms for 2016-2021



## AGREEMENT

This Agreement is between Medix Ambulance Service, Inc., an Oregon corporation, ("Medix"), and Clatsop County, a political subdivision of the State of Oregon ("County"). Medix provides for emergency and non-emergency ambulance services through the Clatsop County Ambulance Service Area Ordinance, as may be amended from time to time, hereinafter referred to as "ASA Ordinance," and the Clatsop County Ambulance Service Area Plan, as may be amended from time to time, hereinafter referred to as "ASA Plan."

### Recitals

Medix requested renewal of an exclusive franchise originally granted in 1995 to provide emergency and non-emergency ambulance services in Clatsop County Ambulance Service Area ASA. Based upon the Ambulance Service Area Advisory Committee ("ASAA Committee") recommendation and information submitted to the ASA Committee and at a public hearing, the County approved renewal of the franchise, to be governed pursuant to the requirements of the Oregon law, Oregon Administrative Rule, the ASA ordinance, and the ASA Plan and this agreement as set forth below.

1. Authorization. Medix is authorized to, and shall furnish ambulance service, including the equipment and materials as hereinafter set forth within the Ambulance Service Area granted herein.
2. Compliance. Medix shall comply with terms of compliance with reference to the following: Oregon Revised Statutes, in particular ORS Chapter 682; Oregon Administrative Rules (OAR), in particular the Department of Human Services, EMS rules found in OAR Chapter 333, Divisions 250, 255, 260 and 265; Clatsop County Ordinance, Chapter 5.04, Clatsop County Ambulance Service Area; Clatsop County Ambulance Service Area Plan; and any other applicable state, federal or local laws, rules or regulations. The County reserves the right to enact additional rules and regulations from time to time as it deems necessary to protect the health, interest, safety and welfare of the public in relation to emergency and non-emergency ambulance services, provided that any county rules and regulations shall not be inconsistent with the provisions of applicable state regulations mentioned in this subsection. Pursuant to OAR 333-250-0000, the County may establish requirements more stringent than those set forth in the state rules.
3. Area Definitions:
  - A. County Service Area. Medix shall operate within the established Clatsop County Ambulance Service Area (ASA) which is all of the area within Clatsop County's

jurisdictional boundaries except those areas within the boundaries of Clatskanie Rural Fire Protection District and Mist-Birkenfeld Rural Fire Protection District.

B. Core Area. For purposes of this agreement the 'Core Area' boundaries are defined as the areas served along Hwy 101 from Arch Cape North to Astoria, as far East on Highway 26 as the Highway 53 Junction, and as far East on Highway 30 as the Knappa Junction.

C. Medix Service Area. Medix service area includes all of Clatsop County, and in addition, it operates in Southern Pacific County, Washington, with an eastern boundary of MP 15-24 on Highway 101, and Dismal Nitch on Highway 104, and as far North on the Peninsula as the Northern boundary of the City of Long Beach.

4. Liability Insurance. Medix shall obtain and maintain insurance coverage satisfactory to County, Medix shall add County, its officers/officials, agents, employees, and volunteers as additional insureds for general liability and property damage insurance coverage and a separate endorsement shall be issued by the company showing Clatsop County as an Additional Insured and provide Notice of Cancellation as set forth in the policy covering its activities and operations under this agreement. Such insurance shall be in the forms and amounts not less than set forth in ORS 30.260 to 30.300. If Medix, for any reason, fails to maintain insurance coverage as required pursuant to this Agreement, the same shall be deemed a major breach of contract, which is dangerous to public health and safety.

5. Workers' Compensation and Unemployment Insurance. Medix shall obtain and maintain at all times during the term of this contract, workers' compensation insurance with statutory limits and employers' liability insurance. Medix shall provide the County with evidence that it is a carrier insured or self-insured employer in full compliance with the requirements of ORS Chapter 656, and full compliance with Oregon unemployment insurance requirements.

6. Independent Contractor. Medix will work as an independent contractor and will be responsible for any federal or state taxes applicable to services rendered by Contractor. Its employees and agents will not be eligible for any benefits as a result of payments pursuant to this agreement for federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits.

7. Employment and Public Contract Laws. Medix acknowledges that it is aware and fully understand and shall fully comply with all applicable wage, hour and labor

standards required by State or Federal law. Public Contracting law, ORS 279B.220 through 279B.235 and 279C.500 through 279B.870 as applicable are incorporated herein by reference.

8. Indemnity. Medix shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from damages arising out of the tortious acts of Medix, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement.

9. Attorneys' fees. Medix shall defend the County, its agents and employees against any such claims and to further reimburse the County for its reasonable expenses, costs and attorney fees associated with defending any such claims, even though to suit or action is instituted.

10. Third Party Claims. Medix waives any claims it may have against County, its commissioners, officers, agents and employees, arising out of the County's failure to seek bids prior to entering into this agreement and further shall defend County, its commissioners, officers, agents and employees from any liability therefore to third parties alleging harm therefrom.

11. Performance Requirements

A. Coverage Requirements. Emergency ambulance service is defined as 24 hours per day paramedic-staffed ambulance service, for all calls triaged as requiring an emergency response. Emergency response is determined utilizing the emergency medical dispatch (EMD) card system adopted by the County. This includes calls received by non-emergency or inter-facility ambulance providers and triaged as emergency responses utilizing the EMD card system.

B. Response Time Requirements. Requests for emergency ambulance services shall meet the established County Core Area and zone requirements as established in the Ambulance Service Plan. Medix agrees to a required 45-reponse time for Code 1 calls with the exception of diversion to a Code 3 call. The Code 1 response time includes a requirement to meet that designated response time 90% of the time.

C. Ambulance Staging. Medix agrees to have 2 ambulances in the Core Area (as defined in Section 3. of this agreement) at all times and 3 ambulances in the Medix Service Area (as defined in Section 3 of this agreement) at all times.

D. Unit Hour Utilization Requirements. “Unit hour utilization” is a measure of productivity. A “unit hour” is equal to one hour of service by a fully equipped and staffed ambulance available for dispatch or assigned to a call. “Utilization” is the comparison between the number of unit hours of availability with the actual time used for treatment and transport. The intent of monitoring unit hour utilization (UHU) is to allow for staff rest and recovery as a mechanism for promoting and insuring quality of care, safety and service. Unit hour utilization is not to exceed an average of 0.4500, measured daily and averaged over the term of a month.

E. Performance Reports. Medix shall provide quarterly reports to County within 15 days of quarter end, for evaluation in determining if performance standards and response time requirements are being met. Medix shall participate in review period evaluations as required in Section 14 herein.

F. Non-Emergency and Inter-Facility Services. Any non-emergency or inter-facility services, or services outside the County Service Area, shall not negatively impact Medix ability to meet the requirements of this Agreement.

G. Dispatch Center. Medix shall cooperate and communicate with 9-1-1 centers to assure smooth delivery of dispatched services. Medix will notify the appropriate dispatch center when delayed to a service call by more than 10 minutes. Medix agrees to work with County in the identification of additional dispatch information that would be of use to Clatsop County 9-1-1 centers to improve the emergency medical system. Medix will maintain an automatic vehicle locator in all ambulances used in the performance of this Agreement.

H. Disaster Response. Medix shall maintain a Mass Casualty Incident plan. In the event of a man-made or natural disaster, a declared emergency by an appropriate governmental agency or any other situation as determined by the County, Medix shall not charge County for additional costs unless a federal or state source of funds are available, or the County determines that billing is appropriate under the circumstances. Medix shall not include in its cost statement any charges for services rendered by volunteer employees. The cost statement associated with rendering aid under disaster conditions shall be based entirely upon the actual costs incurred by Medix in the course of rendering such disaster assistance, and shall not include costs to maintain production capacity that would have normally been borne by Medix had the disaster not occurred.

I. Fire Service Coordination. Medix has and will attempt in good faith to obtain current Mutual Aid agreements with local fire departments and copies of said agreements will be included as an appendix item within the ASA Plan.

12. Licenses. Medix must have and maintain a state license for the provision of EMS/Ambulance services and agrees to provide County with a copy of required license upon signature of this agreement and upon renewal of the license. Medix shall maintain all required licenses or certifications required for personnel, ambulances, and other equipment in accordance with state, federal, and local laws, rules, and regulations.

13. Subcontracting. Medix may subcontract out services required by this franchise only with the prior written consent of County. Medix shall be held responsible for the services furnished by any subcontractor, including compliance with the franchise provisions and the terms of this Agreement, the ASA Ordinance and the ASA Plan.

14. Term. The term of this Agreement begins June 1, 2021 and shall end on May 31, 2026. This five (5) year contract shall consist of three (3), 18-month review periods, with a final six (6) month period. At the end of each 18-month period, County staff will evaluate Medix performance, and report findings to the ASAA Committee. Assessments will be based on the 18-month periodic assessment sheet attached as Appendix A. It is mutually understood by both parties that the parameters in the 18-month Periodic Assessment tool may have limited or different applications and value in monitoring and assessing the performance of the Medix, and that over time and experience that there may be a need to assess and revise some of the standards and parameters along with their applications. In the event that Medix does not perform at or above the standard, the ASA Committee may recommend termination to the Clatsop County Board of Commissioners.

15. Default. This franchise may be terminated upon a recommendation by the ASA Committee and a finding by the Board of County Commissioners that Medix has:

A. Failed to substantially comply with the provisions the ASA ordinance, the ASA Plan or provisions of state or federal laws and regulations.

B. Materially misrepresented facts or information given part of the review of the performance of the service furnished by Medix.

C. Materially failed to meet the performance standards set forth herein.

D. Had its ambulance licenses suspended or revoked by the State.

E. Filed voluntary or involuntary bankruptcy, or made a general assignment for the benefit of creditors, or had a trustee appointed to manage its affairs.

F. Failed to take timely corrective action in response to written notice from County of a breach of contract terms.

G. Had its insurance coverage cancelled without comparable coverage in place, or failed to provide County certificates naming County as additional insured.

16. Remedy. Upon a declaration of default, County may sue for damages or take any other action allowed by law and, in the event of a major default, including, without limitation, termination of this Agreement. These remedies are independent, cumulative and not exclusive. The parties acknowledge that the provision of uninterrupted, high quality ambulance service is a critical function necessary to preserve the safety and welfare of the public. In the event of a major default, the County may elect to terminate this Agreement and shall be entitled to receive as liquidated damages, and not as a penalty, the sum of \$2,000 per day until a substitute provider commences, but in no event for more than 90 days. An entity authorized in the interim or emergency basis to provide services shall not be considered a substitute provider. The County shall make diligent, good faith efforts to promptly secure acceptable substitute providers so as to minimize the imposed liquidated damages. Medix acknowledges that it had an opportunity to contest this amount, and concurs with the County that it constitutes a reasonable and genuine attempt to estimate damages and costs which are not readily ascertainable or otherwise recoverable.

17. No property interest. Nothing in the awarding of the original franchise, the granting of extensions, the granting of a license, or the execution of this Agreement, shall in any way be construed as establishing a property interest or any other entitlement other than to permit Medix to enforce the terms of this Agreement.

18. No discrimination. Medix agrees to comply with the Civil Rights Act of 1964, and 1991, the Americans with Disability Act of 1990 as amended (ADA), 42 USC §§ 12101-17, 12201-13 (Supp. V 1994), Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part that no qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives Federal financial assistance.

19. Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of the Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if the forbearance or waiver had not occurred

20. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understandings or representations of any kind

preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

21. Time Essence. Time is of the essence of this agreement.

22. Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party

23. Oregon Law. 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. All rights and remedies of the 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 the County according to law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first set out above.

Clatsop County Board of Commissioners

Medix Ambulance Service, Inc.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
JD Fuiten, President

\_\_\_\_\_  
Date



**Clatsop County Ambulance Service Area Franchise Agreement  
18-Month Periodic Assessment**

Period (1) Ending: December 2022

CRITERIA:			MEETS STANDARD:	
			Yes	No
1	Requirement: Reference: Comments:	90% Overall County Response Time Contract and ASA Plan		
2	Requirement: Reference: Comments:	Monthly Unit Hour Utilization Rate at 0.4500 or less Franchise Agreement and ASA Plan		
3	Requirement: Reference: Comments:	90% 45-Minute Response Time for Code 1 Calls Franchise Agreement		
4	Requirement: Reference: Comments:	Meet Equipment Standards Oregon Administrative Rule 333-255		
5	Requirement: Reference: Comments:	EMD Dispatch Training within 6 Months of Hire		
6	Requirement: Reference: Comments:	Meet Employee Training Standard Oregon Administrative Rule 333-250-0043-1		
7	Requirement: Reference: Comments:	Maintain Patient Records per Retention Period Oregon Administrative Rule 333-250		
8	Requirement: Reference: Comments:	Notify ASA of Post/Staff Changes Prior to Implementation		
9	Requirement: Reference: Comments:	Ambulance Dispatched within 60 seconds of receipt of call		
10	Requirement: Reference: Comments:	Maintain State licensure of all Franchise Ambulances		

11	Requirement: Reference: Comments:	Staff Ambulances according to Clatsop Co ASA Plan		
12	Requirement: Reference: Comments:	Failure to respond an Ambulance as set forth in Clatsop Co ASA Plan		
13	Requirement: Reference: Comments:	Record and retain all dispatch related telephone and radio Communications		
14	Requirement: Reference: Comments:	Maintain adequate and appropriate records of responses, Patient care and maintenance for the retention period as set Forth in Administrative Rule		
15	Requirement: Reference: Comments:	Upon receiving "Direct Call" requiring Fire Agency Response, notify Fire Dispatch within 60 seconds		
16	Requirement: Reference: Comments:	Maintain mutual assistance agreements, as provided with Fire Agencies and Ambulance Agencies		

**Clatsop County Ambulance Service Area Franchise Agreement  
18-Month Periodic Assessment**

Period (1) Ending: December 2025

CRITERIA:			MEETS STANDARD:	
			Yes	No
1	Requirement: Reference: Comments:	90% Overall County Response Time Contract and ASA Plan		
2	Requirement: Reference: Comments:	Monthly Unit Hour Utilization Rate at 0.4500 or less Franchise Agreement and ASA Plan		
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**Clatsop County Ambulance Service Area Franchise Agreement  
18-Month Periodic Assessment**

Period (1) Ending: June 2024

CRITERIA:			MEETS STANDARD:	
			Yes	No
1	Requirement: Reference: Comments:	90% Overall County Response Time Contract and ASA Plan		
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RECORDED

JUN 17 2016

Doc# 2016060030

## AGREEMENT

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### Recitals

Medix requested renewal of an exclusive franchise originally granted in 1995 to provide emergency and non-emergency ambulance services in Clatsop County Ambulance Service Area ASA. Based upon the Ambulance Service Area Advisory Committee ("ASAA Committee") recommendation and information submitted to the ASA Committee and at a public hearing, the County approved renewal of the franchise, to be governed pursuant to the requirements of the Oregon law, Oregon Administrative Rule, the ASA ordinance, and the ASA Plan and this agreement as set forth below.

1. Authorization. Medix is authorized to, and shall furnish ambulance service, including the equipment and materials as hereinafter set forth within the Ambulance Service Area granted herein.
2. Compliance. Medix shall comply with terms of the ASA Ordinance located at: [http://www.co.clatsop.or.us/sites/default/files/fileattachments/county\\_government/page/971/code-title\\_5.pdf](http://www.co.clatsop.or.us/sites/default/files/fileattachments/county_government/page/971/code-title_5.pdf) and the ASA Plan which is incorporated into this agreement by this reference, and the applicable terms of ORS Chapter 682, any rules and regulations issued pursuant to ORS Chapter 682, including but not limited to OAR 333-260-0000 to 333-260-0070, and any other applicable state, federal or local laws, rules or regulations. The County reserves the right to enact additional rules and regulations from time to time as it deems necessary to protect the health, interest, safety and welfare of the public in relation to emergency and non-emergency ambulance services, provided that any county rules and regulations shall not be inconsistent with the provisions of applicable state regulations mentioned in this subsection. Pursuant to OAR 333-250-0000, the County may establish requirements more stringent than those set forth in the state rules.
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standards required by State or Federal law. Public Contracting law, ORS 279B.220 through 279B.235 and 279C.500 through 279B.870 as applicable are incorporated herein by reference.

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15. Default. This franchise may be terminated upon a recommendation by the ASA Committee and a finding by the Board of County Commissioners that Medix has:

A. Failed to substantially comply with the provisions the ASA ordinance, the ASA Plan or provisions of state or federal laws and regulations.

B. Materially misrepresented facts or information given part of the review of the performance of the service furnished by Medix.

C. Materially failed to meet the performance standards set forth herein.

D. Had its ambulance licenses suspended or revoked by the State.

E. Filed voluntary or involuntary bankruptcy, or made a general assignment for the benefit of creditors, or had a trustee appointed to manage its affairs.

F. Failed to take timely corrective action in response to written notice from County of a breach of contract terms.

G. Had its insurance coverage cancelled without comparable coverage in place, or failed to provide County certificates naming County as additional insured.

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18. No discrimination. Medix agrees to comply with the Civil Rights Act of 1964, and 1991, the Americans with Disability Act of 1990 as amended (ADA), 42 USC §§ 12101-17, 12201-13 (Supp. V 1994), Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part that no qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives Federal financial assistance.

19. Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of the Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if the forbearance or waiver had not occurred

20. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understandings or representations of any kind

preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

21. Time Essence. Time is of the essence of this agreement.

22. Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party

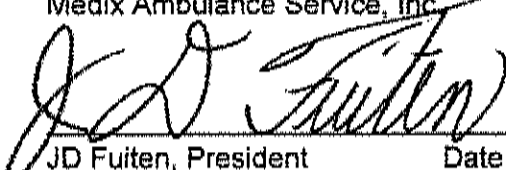
23. Oregon Law. This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first set out above.

Clatsop County Board of Commissioners

  
\_\_\_\_\_  
Scott Lee, Chair                      Date

Medix Ambulance Service, Inc.

  
\_\_\_\_\_  
JD Fuiten, President                      Date      5/26/2016

## APPENDIX A

### Clatsop County Ambulance Service Area Franchise Agreement 18-Month Periodic Assessment

Period (1) Ending: December 2017

CRITERIA:			MEETS STANDARD:	
			Yes	No
1	Requirement: 90% Overall County Response Time Reference: Contract and ASA Plan Comments:			
2	Requirement: Monthly Unit Hour Utilization Rate at 0.4500 or less Reference: Franchise Agreement and ASA Plan Comments:			
3	Requirement: 90% 45-Minute Response Time for Code 1 Calls Reference: Franchise Agreement Comments:			
4	Requirement: Meet Equipment Standards Reference: Oregon Administrative Rule 333-255 Comments:			
5	Requirement: EMD Dispatch Training within 6 Months of Hire Reference: Comments:			
6	Requirement: Meet Employee Training Standard Reference: Oregon Administrative Rule 333-250-0043-1 Comments:			
7	Requirement: Maintain Patient Records per Retention Period Reference: Oregon Administrative Rule 333-250 Comments:			
8	Requirement: Notify ASA of Post/Staff Changes Prior to Implementation Reference: Comments:			
9	Requirement: Ambulance Dispatched within 60 seconds of receipt of call Reference: Comments:			
10	Requirement: Maintain State licensure of all Franchise Ambulances Reference: Comments:			



11	Requirement:	Staff Ambulances according to Clatsop Co ASA Plan		
	Reference:			
	Comments:			
12	Requirement:	Failure to respond an Ambulance as set forth in Clatsop County ASA plan.		
	Reference:			
	Comments:			
13	Requirement:	Record and retain all dispatch related telephone and radio Communications		
	Reference:			
	Comments:			
14	Requirement:	Maintain adequate and appropriate records of responses, Patient care and maintenance for the retention period as set Forth in Oregon Administrative Rule.		
	Reference:	OAR		
	Comments:			
15	Requirement:	Upon receiving "Direct Call" requiring Fire Agency response, notify fire dispatch within 60 seconds		
	Reference:			
	Comments:			
16	Requirement:	Maintain mutual assistance agreements as provided, with Fire Agencies and ambulance agencies.		
	Reference:			
	Comments:			

## APPENDIX A

### Clatsop County Ambulance Service Area Franchise Agreement 18-Month Periodic Assessment

Period (1) Ending: December 2017

#### CRITERIA:

#### MEETS STANDARD:

Yes No

1	Requirement: 90% Overall County Response Time Reference: Contract and ASA Plan Comments:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Requirement: Monthly Unit Hour Utilization Rate at 0.4500 or less Reference: Franchise Agreement and ASA Plan Comments:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Requirement: 90% 45-Minute Response Time for Code 1 Calls Reference: Franchise Agreement Comments:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Requirement: Meet Equipment Standards Reference: Oregon Administrative Rule 333-255 Comments:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	Requirement: EMD Dispatch Training within 6 Months of Hire Reference: Comments:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Requirement: Meet Employee Training Standard Reference: Oregon Administrative Rule 333-250-0043-1 Comments:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Requirement: Maintain Patient Records per Retention Period Reference: Oregon Administrative Rule 333-250 Comments:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	Requirement: Notify ASA of Post/Staff Changes Prior to Implementation Reference: Comments:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	Requirement: Ambulance Dispatched within 60 seconds of receipt of call Reference: Comments:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	Requirement: Maintain State licensure of all Franchise Ambulances Reference: Comments:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

11	Requirement:	Staff Ambulances according to Clatsop Co ASA Plan	✓	
	Reference:			
	Comments:			
12	Requirement:	Failure to respond an Ambulance as set forth in Clatsop County ASA plan.	✓	
	Reference:			
	Comments:			
13	Requirement:	Record and retain all dispatch related telephone and radio Communications	✓	
	Reference:			
	Comments:			
14	Requirement:	Maintain adequate and appropriate records of responses, Patient care and maintenance for the retention period as set Forth in Oregon Administrative Rule.	✓	
	Reference:	OAR		
	Comments:			
15	Requirement:	Upon receiving "Direct Call" requiring Fire Agency response, notify fire dispatch within 60 seconds	✓	
	Reference:			
	Comments:			
16	Requirement:	Maintain mutual assistance agreements as provided, with Fire Agencies and ambulance agencies.	✓	
	Reference:	TEMPLATE PROVIDED TO FDS, SOME		
	Comments:	STILL NEED UPDATES.		

FIRST ASSESSMENT, WALKTHROUGH- 1/9/2018  
MOST CAN BE CONFIRMED W/ STAFF. T. BROWN

# Clatsop County Ambulance Service Area Franchise Agreement 18-Month Periodic Assessment

Period (1) Ending: June 2019

CRITERIA:			MEETS STANDARD:	
			Yes	No
1	Requirement: 90% Overall County Response Time Reference: Contract and ASA Plan Comments:		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Requirement: Monthly Unit Hour Utilization Rate at 0.4500 or less Reference: Franchise Agreement and ASA Plan Comments:		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Requirement: 90% 45-Minute Response Time for Code 1 Calls Reference: Franchise Agreement Comments:		<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Requirement: Meet Equipment Standards Reference: Oregon Administrative Rule 333-255 Comments:		<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	Requirement: EMD Dispatch Training within 6 Months of Hire Reference: Comments:		<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Requirement: Meet Employee Training Standard Reference: Oregon Administrative Rule 333-250-0043-1 Comments:		<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Requirement: Maintain Patient Records per Retention Period Reference: Oregon Administrative Rule 333-250 Comments:		<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	Requirement: Notify ASA of Post/Staff Changes Prior to Implementation Reference: Comments:		<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	Requirement: Ambulance Dispatched within 60 seconds of receipt of call Reference: Comments:		<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	Requirement: Maintain State licensure of all Franchise Ambulances Reference: Comments:		<input checked="" type="checkbox"/>	<input type="checkbox"/>

11	Requirement:	Staff Ambulances according to Clatsop Co ASA Plan	✓	
	Reference:			
	Comments:			
12	Requirement:	Failure to respond an Ambulance as set forth in Clatsop County ASA plan.	✓	
	Reference:			
	Comments:			
13	Requirement:	Record and retain all dispatch related telephone and radio Communications	✓	
	Reference:			
	Comments:			
14	Requirement:	Maintain adequate and appropriate records of responses, Patient care and maintenance for the retention period as set Forth in Oregon Administrative Rule.	✓	
	Reference:	OAR		
	Comments:			
15	Requirement:	Upon receiving "Direct Call" requiring Fire Agency response, notify fire dispatch within 60 seconds	✓	
	Reference:			
	Comments:			
16	Requirement:	Maintain mutual assistance agreements as provided, with Fire Agencies and ambulance agencies.	✓	
	Reference:	UPDATE THE PLAN + AGREEMENTS IN 2019.		
	Comments:			

MID-TERM ASSESSMENT.

T. BROWN  
6/27/19

# Clatsop County Ambulance Service Area Franchise Agreement 18-Month Periodic Assessment

Period (1) Ending: December 2020

## CRITERIA:

## MEETS STANDARD:

Yes No

- |     |  |                                     |                          |
|-----|--|-------------------------------------|--------------------------|
| * 1 | Requirement: 90% Overall County Response Time<br>Reference: Contract and ASA Plan<br>Comments:   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| * 2 | Requirement: Monthly Unit Hour Utilization Rate at 0.4500 or less<br>Reference: Franchise Agreement and ASA Plan<br>Comments:  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| * 3 | Requirement: 90% 45-Minute Response Time for Code 1 Calls<br>Reference: Franchise Agreement<br>Comments:   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4   | Requirement: Meet Equipment Standards<br>Reference: Oregon Administrative Rule 333-255<br>Comments: <i>(Min levels of supplies/ Equip)<br/>* show last state inspection &amp; current Ambulance</i>  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5   | Requirement: EMD Dispatch Training within 6 Months of Hire<br>Reference: - Brenda tracks<br>Comments:  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6   | Requirement: Meet Employee Training Standard<br>Reference: Oregon Administrative Rule 333-250-0043-1<br>Comments: - ESO system tracks<br>↳ credentialing program   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7   | Requirement: Maintain Patient Records per Retention Period<br>Reference: Oregon Administrative Rule 333-250<br>Comments: - June 30th license Renewal   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8   | Requirement: Notify ASA of Post/Staff Changes Prior to Implementation<br>Reference: - Additional Ambulance added 10.2020 3pm-3am will be 12 then 24 then off 999m.<br>Comments: EFL 27 <sup>th</sup> of Dec. → I/waco 24 hr shift/Combining w/ Clatsop 12 hr | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| * 9 | Requirement: Ambulance Dispatched within 60 seconds of receipt of call<br>Reference:<br>Comments:  | <input type="checkbox"/>            | <input type="checkbox"/> |
| 10  | Requirement: Maintain State licensure of all Franchise Ambulances<br>Reference:<br>Comments:   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

11	Requirement:	Staff Ambulances according to Clatsop Co ASA Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Reference:			
	Comments:			
12	Requirement:	Failure to respond an Ambulance as set forth in Clatsop County ASA plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Reference:	5 ways to get messages/calls to Medix. No reason to ever miss a pick up.		
	Comments:			
13	Requirement:	Record and retain all dispatch related telephone and radio Communications	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Reference:	Auto-recorded & saved electronically.		
	Comments:	Supervisor reviews each one. Shows 5 calls		
14	Requirement:	Maintain adequate and appropriate records of responses, Patient care and maintenance for the retention period as set Forth in Oregon Administrative Rule.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Reference:	OAR Local. All kept in system, searchable.		
	Comments:	Rescue Net / Web PCR		
15	Requirement:	Upon receiving "Direct Call" requiring Fire Agency response, notify fire dispatch within 60 seconds	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Reference:			
	Comments:			
16	Requirement:	Maintain mutual assistance agreements as provided, with Fire Agencies and ambulance agencies.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Reference:			
	Comments:			

can you check

### COVID/PRECAUTIONS:

- EMPLOYEE SHIFT SURVEY
- PPE STORAGE, DISTRIBUTION + PROTOCOLS
- 3 KNOWN POSITIVE CASES CURRENTLY OUT
- OSHA POSTINGS
- N95 OR GREATER FOR ALL CALLS
- EMPLOYEE TRAINING SITE - COVID - DR. BERRY

12/7/2020

T. BROWN

P. MORALES