



CLATSOP COUNTY BOARD OF COMMISSIONERS

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

Scott Lee, Dist. 1 – Chairman
Sarah Nebeker, Dist. 2 – Vice-Chairperson
Lisa Clement, Dist. 3
Kathleen Sullivan, Dist. 4
Lianne Thompson, Dist. 5
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Regular Meeting

Wednesday, March 28, 2018

Judge Guy Boyington Building, 857 Commercial, Astoria

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.

1. FLAG SALUTE

2. ROLL CALL

3. AGENDA APPROVAL

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

5. CONSENT CALENDAR

- a. Board of Commissioners Feb. 28, 2018 regular meeting minutes.....{Page 1}
- b. Harm Reduction van purchase.....{Page 9}
- c. Cancellation of contracts of sale.....{Page 17}
- d. Flexible maintenance agreement with ODOT.....{Page 23}

6. BUSINESS AGENDA

- a. Transfer of property to non-profit.....{Page 35}
- b. Providing voter pamphlets for all elections.....{Page 57}
- c. Countywide housing study contract.....{Page 59}
- d. Council of Forest Trust Land Counties membership.....{Page 75}

7. COMMISSIONERS' REPORTS

8. COUNTY MANAGER'S REPORT

9. ADJOURNMENT

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

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

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

Clatsop County Board of Commissioners
Regular Meeting
February 28, 2018

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

Staff Present:

Cameron Moore	County Manager
Heather Reynolds	County Counsel
Steven Blakesley	Health Promotion Specialist
Tiffany Brown	Emergency Services Manager
Jill Quackenbush	Prevention Program Coordinator
Suzanne Johnson	Assessment & Taxation Director
Monica Steele	Assistant County Manager/Budget & Finance Director

AGENDA APPROVAL

Clement made and Thompson seconded a motion to approve the agenda. Thompson abstained since she did not have time to review the minutes. Sullivan requested that item 6-a be moved to Business Agenda. Thompson made and Clement seconded a motion to approve the amended agenda. Motion carried unanimously with Lee excused.

PRESENTATION

a. Northwest Coast Trails Coalition (NCTC)

Tessa Scheller and Steven Blakesley, Health Promotion Specialist presented to the Board. The NCTC mission is to cooperatively plan, build, maintain and advocate for a well-connected and accessible system of multiuse, non-motorized recreational trails for the community. They are a non-profit 501c3 and have a volunteer Board. Blakesley said they did an inventory to see what types of recreation was available for low income citizens on the coast. It was difficult to see who owned what and where they were located so they decided to put the trails all on one map. The Coalition created free insets which has information about the trails. They are involved with the Extraordinary Living Conference at the college. Last year they did a State of the Trails trying to get people together to improve the trails in the area. Thompson asked if the Salmonberry Trail was included. Blakesley said they have little to do with that trail but there are other jurisdictions working on it. The Coalition is also doing some trail maintenance. Scheller said they aspire to create a multi-use, non-motorized path from Warrenton to Cannon Beach. They want to improve local trail quality by increasing community volunteer trail maintenance opportunities. They will be working with the state to have the north coast trails represented. Sullivan asked if they are working with Travel Oregon and Blakesley said no. Thompson asked where people can buy the maps and Blakesley said they are available at local bookstores and sporting goods stores. The county website has links to the maps. Thompson said Emergency Response volunteer groups in the community might see the trails as a dual purpose effort for not only recreation but for community resilience to work on those trails. Blakesley said the trails are great for the emotional and physical wellbeing of the community. Nebeker said the more people that know about the trails the better. There are wonderful benefits in many ways. Sullivan would like to look at some

1 money to promote these efforts with the tourism dollars and Nebeker agreed. Moore said there is
2 significant money in the budget for trails but they can discuss it during the budget process.

3 4 **BUSINESS FROM THE PUBLIC**

5 George McCartin, 490 Franklin Ave., Astoria. McCartin said he would like to address the
6 services contract with GFP Enterprises. McCartin asked if they are going to come in and take
7 over or are our first responders going to be supervising them and said their fees are over the top.
8 McCartin is concerned why the county needs to contract with so many attorneys. He feels the
9 chief attorney should always be renewed and the others should go out for competitive bidding.

10
11 Kevin Widener would like to urge the Board to support an off season election pamphlet. He
12 believes it would help to improve knowledge and help in the voter turnout. Widener is a Special
13 District representative and he said they would fund the pamphlet.

14
15 Tiffany Mitchell, 445 Pleasant Ave., Astoria. Mitchell would like to have a voter's pamphlet in
16 off year elections. It is about informing people and giving people the opportunity to inform
17 others about themselves. Mitchell would like to support Brian Kidder and Andy Davis as
18 applicants for the Budget Committee. They are both very analytical individuals and can make
19 sound decisions.

20
21 Andy Davis, 376 3rd St., Astoria. Davis applied for the Budget Committee and is deeply
22 interested in the issues. He is running for Commissioner and would like to be involved with
23 county government. He thinks being on the Budget Committee will prepare him well if he
24 becomes a Commissioner. Davis she he could be the linkage between the county budget and city
25 budget. He would like to represent progressive priorities for the entire county.

26
27 Brian Kidder, 1558 Jerome Ave., Astoria. Kidder applied to be a Budget Committee member in
28 District 3. Kidder said he was recently appointed to the Sunset Empire Transportation District.
29 Kidder said communication is very important even in the budget process. Kidder appreciates the
30 Board's consideration when filling the budget committee position.

31 32 **CONSENT CALENDAR**

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

- 35 a. ~~Board of Commissioners Regular Meeting Minutes 1-24-18~~ {Page 1}
36 b. Amendment #4 to IGA with Oregon Health Authority..... {Page 7}
37 c. New Knight Cancer Institute – Step it UP! Grant..... {Page 33}
38 d. IGA with Tillamook County associated with IGA with OHA Amendment #4 {Page 43}
39 e. IGA with Columbia County associated with IGA with OHA Amendment #4 {Page 51}
40 f. MOU with Emergency Management & City of Warrenton {Page 59}
41 g. MOU with Emergency Management & Cannon Beach Rural Fire Protection District. {Page 63}
42 h. Approve the 2017-18 budget & appropriation adjustments {Page 67}

43 44 **BUSINESS AGENDA**

- 45 a. Service Agreement with GFP Enterprises for Mass Care & Sheltering Services

1 Tiffany Brown, Emergency Services Manager, is asking the Board sign a contract for mass care
2 services in Clatsop County. She contacted GFP Enterprises to talk about Cascadia response.
3 They are located in Sisters, Oregon. They partnered with Lincoln County who will also be
4 signing a contract with GFP. Brown said there is no cost to execute the contract. The cost comes
5 when the event occurs and when the services are needed. Disasters are expensive. Brown said the
6 county is responsible for everything and is in charge. Brown introduced Don Pollard who is the
7 owner of GFP Enterprises. Pollard said they most recently responded to Hurricane Harvey and
8 Irma. Pollard said an advantage to having your own contract is you have more control over what
9 response measures are being taken. GFP is the largest provider of mobile support and emergency
10 services in North America. They have over 500 employees experienced in large projects and
11 emergency response. This includes 400 employees highly trained in the Incident Command
12 System and National Incident Management System. They have contracts with F.E.M.A., G.S.A.,
13 U.S. Military, U.S. Forest Service, large corporate clients and various state agencies. Their base
14 camp services include food service, lighting, shower units, power generation and distribution,
15 personal hygiene, sanitation and much more. The advantage to having a pre negotiated contract
16 is because supply and demand will flip once the disaster happens. Pollard shared photos of what
17 base camps look like from different areas depending on the size and need. They have their own
18 Emergency Operations Center in Sisters, Oregon. With the recent tsunami warning in Clatsop
19 County, GFP would have been ready to support and respond safely and quickly.

20
21 Brown said she checked on references which were glowing and that they are the subject matter
22 experts. Brown sees great value in using GFP Enterprises. Thompson said the citizens really
23 want to see that the county is planning ahead and preparing. Thompson asked how they
24 determine which area to deploy too in the case of an emergency and what GFP's role is in getting
25 reimbursed back from FEMA. Pollard said if a Disaster Declaration has been declared, the
26 reimbursement is very good but Brown said the county fills out the reimbursement paperwork. In
27 a large disaster case, FEMA will have a team work with the county or the state. Pollard says they
28 have yet to say no to someone who needs their resources. Sullivan thanked Brown for her
29 thorough staff report. Sullivan asked Pollard if he took a look at what the county might need and
30 he said if the contract is approved they would be happy to talk about participating in an exercise
31 or bringing in sample tents. Sullivan asked if they would still come if the county was unable to
32 call them and he said they have contracts with other entities so most likely they would know
33 about the catastrophe. Brown said she put a two year expiration on the contract. Thompson wants
34 the Board to know what their duties are in a catastrophic event and Brown said they are updating
35 their Emergency Operations Plan which will include the administrative response of the county.
36 There will also be a Senior Officials Workshop in November.

37
38 Nebeker is delighted to see this proactive step. Brown said the county could pay a premium to
39 have assured services. Nebeker asked if the counties who pay for assured services would get
40 preference and Pollard said they would get priority. However, he said they have a lot of capacity
41 and will be able to do a lot before they run out of supplies. They have never said no to someone
42 who had an on-call contract. *Sullivan moved to approve the services agreements between Clatsop*
43 *County Emergency Management and GFP Enterprises, LLC and authorize the Chair to sign and*
44 *Thompson seconded. Motion carried unanimously with Lee excused.*

45
46 b. Funding recommendations to outside agencies

1 Jill Quackenbush, Prevention Program Coordinator and Linda Crandell, Human Services
2 Advisory Council (HSAC) member, addressed the Board. Crandell said they received thirteen
3 proposals for funding requesting a total amount of \$49,345. The HSAC evaluated the
4 applications and are recommending funding for six of the thirteen applicants: CASA; Camp
5 Kiwanilong Board, Inc. Friends of Astoria Armory; Lunch Buddies Mentoring Program; Hope
6 House and North Coast Food Web. Nebeker supports these grants to the outside agencies to
7 make a difference in the community. Thompson said she supports several of these causes on her
8 own and she questions if it is the best use of county funds. Thompson asked what the unfunded
9 need is in the county and Crandell said she doesn't know the entire need of the county and that it
10 would take an extensive study. She said they want to make sure that the money is given out in a
11 fiscally sound way and to make sure the program is sustainable. Nebeker said good mental health
12 requires connection and all of these agencies will provide better connections. Sullivan thanked
13 Crandell and Quackenbush for their work. Sullivan recused herself because she has a personal
14 relationship with a Board member on one of the agencies. *Thompson moved to approve the*
15 *Human Services Advisory Council recommendations for funding to outside agencies as*
16 *presented and Clement seconded. Motion carried with Lee excused and Sullivan recusing*
17 *herself.*

18
19 c. Notice of county land sale, set minimum bids and proceed with auction
20 Suzanne Johnson, Assessment & Taxation Director, addressed the Board. Johnson is asking the
21 Board to approve the surplus county land sale. There are eleven parcels that have been selected
22 for auction. Johnson is asking the Board to confirm the minimum bids, confirm sale date and
23 direct staff to publish notice of the sale. There was one amendment to the minimum bid on a
24 property. *Thompson moved to adopt the Resolution & Order as presented approving the*
25 *minimum bids, setting sale date and authorizing the Chair to sign and Clement seconded. Motion*
26 *carried unanimously with Lee excused.*

27
28 d. Adopt Proposed Fee Schedule to be implemented March 1, 2018
29 Monica Steele, Budget & Finance Director, said the county is requesting a disclaimer on their fee
30 schedule that states, "Any fee set by statute not appearing in this schedule may be subject to
31 collection accordingly." This is because of legislative changes that happen where some fees are
32 set by statute.

33
34 Nebeker asked for public comment. No public comment.

35
36 *Thompson moved the Board allow the opportunity for public comment and after considering all*
37 *comments adopt the proposed fee schedule to be implemented effective March 1, 2018 as*
38 *presented and Clement seconded. Motion carried unanimously with Lee excused.*

39
40 e. Budget Committee Appointments
41 Steele said they had an additional resignation from the Budget Committee so there are now four
42 vacancies on the Budget Committee. The vacancies were advertised and they received seven
43 applications. Two of the applicants are ineligible due to their position on BOPTA Board. When
44 possible, Steele said they look for representation from all districts. Based on the current
45 vacancies, staff is recommending appointment of Russ Farmer, Greg Sawyer, Robert Johnstone
46 and Robert Fuller. Thompson has some concerns. She said she called the Department of Revenue

1 (DOR) and said they did not agree that BOPTA members were ineligible to serve on the Budget
2 Committee. She remembers a time when the Chair of the Committee was married to an employee
3 who worked in the County Manager's office. Thompson found that was an unethical financial
4 conflict. She said the DOR said there could be a possible exception under which the current
5 BOPTA members would qualify. Thompson doesn't understand why Jim Azumano was
6 disqualified who was a Clatsop County Manager and also County Manager in Hood River but a
7 person with two years residence in Clatsop County is preferred. She is not willing to go along
8 with staff's recommendation. Steele said she would defer to the County Manager. Moore said it
9 is a County Board Policy. Reynolds said it is in the Board's Administrative Policies. Thompson
10 would like to look at the policy. Moore asked if there is a majority interested in changing the
11 policy. Nebeker would like to know the reasoning behind the policy. Thompson said she is
12 interested in examining a board policy that may not be relevant at this time. Moore said it can be
13 placed on the next agenda. Sullivan said they are talking about a policy that none of them have in
14 front of them and would like clarification. Sullivan asked who is left standing on the Budget
15 Committee at this point and Steele said Mike Oien from District 4. Sullivan asked if they could
16 make some choices tonight and Nebeker said she thinks they should review the policy and then
17 make their decisions. Moore asked for direction. Nebeker said they have good quality people
18 who have applied and wants to move it to the next meeting. Steele wanted to clarify the
19 employee who worked in the County Manager's office whose husband was on the Budget
20 Committee, was not a violation because she was not involved in the budget process. *Sullivan*
21 *made and Thompson seconded a motion to table the decision. Motion carried unanimously with*
22 *Lee excused.*

23
24 f. Personal/professional service contracts between the county and its legal counsel
25 Moore said the current county counsel contracts will be expiring on June 30, 2018. Moore is
26 asking to exercise the three year option to extend two of the contracts. Sullivan asked why is the
27 request to extend two of the contracts and not the others. Moore said he hasn't used the other two
28 firms in the two years he has been with the county. Sullivan asked who the county uses as their
29 labor attorney and Moore said Beery, Elsner & Hammond, LLC. Sullivan asked why the increase
30 in the contract and Moore said the contract covers any attorney at that firm and they are paid as
31 they are used. Sullivan is curious about why Reynolds contract is \$100,000/year and Beery,
32 Elsner & Hammond, LLC is for \$50,000/year. Reynolds said because Beery, Elsner &
33 Hammond, LLC are only called on occasion and Reynolds is used daily. Sullivan asked when it
34 is decided to use an attorney and Moore said as an issue comes up. Sullivan asked about sending
35 out an RFP but Nebeker said they have had good success with the current attorneys. Moore said
36 they could choose to extend the contracts with Beery Elsner & Hammond, LLC & Reynolds or
37 go out for an RFP. Sullivan said she personally believes the county would benefit from having an
38 attorney that specializes in labor relations and to use them during negotiations. Moore said they
39 do have an attorney that specializes in labor relations at Beery, Elsner & Hammond, LLC. Moore
40 has decided not to use them for labor negotiations. Thompson mentioned Jackie Damm as being
41 an attorney that was very effective. Moore said they did look at options but Damm is very
42 expensive. Moore's preference is to not use outside counsel and thinks it doesn't make sense to
43 spend that kind of money. Sullivan asked if the unions have attorney's representing them and
44 Moore said they have attorneys available to them but they have professional union staff people
45 come in and assist the locals with negotiating their contracts. Sullivan thinks the county should
46 have legal representation. *Thompson moved to approve additional three year contracts with*

1 *Heather Reynolds and Beery, Elsner, Hammond, LLP and authorize the county manager to sign*
2 *and Clement seconded. Motion carried unanimously with Lee excused.*

3
4 g. Resolution & Order to work cooperatively to facilitate environmental remediation
5 Sullivan recuses herself for conflict of interest. Moore said this could assist by providing some
6 non-financial support to environmental clean-up efforts in the Columbia River. *Thompson moved*
7 *to approve the Resolution & Order to work cooperatively to facilitate the environmental*
8 *remediation in the West End Marine resulting from the recent oil leak and Clement seconded.*
9 *Motion carried unanimously with Lee excused and Sullivan recusing herself.*

10
11 h. Board of Commissioners Regular Meeting Minutes 1-24-18
12 Sullivan asked to add that Betsy Johnson helped with the Northrup Creek horse camp reservation
13 system and that it is part of the State Parks Reservation System. *Sullivan motioned to have that*
14 *added to the minutes and Thompson seconded. Motion carried unanimously with Lee excused.*
15 Sullivan asked to add the letters that were referring to the tourism tax to the minutes as exhibits.
16 If someone is interested in this topic, the letters will show on the website along with the minutes.
17 *Sullivan motioned and Thompson seconded to have the letters added as exhibits.* Nebeker asked
18 if that was going to be the case for every letter that comes in. Sullivan would agree to that and
19 said it saves staff time. Nebeker asked how it saves staff time. Sullivan said it is part of the
20 discussion. Nebeker asked to hear from Moore about his thoughts and Sullivan said she would
21 like the Commissioners to make the decision. Nebeker said she would like advice from the
22 county manager about this. Sullivan said point of order that the county manager is not standing
23 on the Board. Moore said he is not opposed to the idea but it is a very unusual practice. Nebeker
24 said she never saw this happen as a Planning Commissioner in the City of Gearhart and
25 Thompson said she did as a County Planning Commissioner. Thompson said to have people
26 heard is important and Nebeker said they are hearing them. Thompson said it is just making it
27 part of the record. Nebeker said minutes are usually somewhat abbreviated, everything is not
28 included. Nebeker agreed to include them in this instance. *Motion carried unanimously with Lee*
29 *excused.*

30 31 **COMMISSIONERS' REPORTS**

32 Thompson said she wrote an article about accountability that appeared in local newspapers. She
33 is looking to build trust. Thompson is now the Co-Chair of the AOC's housing subcommittee.
34 The Job & Career Fair was postponed for a week due to weather. Thompson is getting better and
35 is grateful for the quality of medical care she received.

36
37 Sullivan said they have possibilities of doing some great things together as a Board and looks
38 forward to being productive this year. Sullivan is on the Homelessness Task Force for the City of
39 Astoria. The Northwest Senior Disability Services Director, Rodney Schroeder, has resigned.
40 Tonya Dehart will be co-director. The Clatsop Care Senior Network is trying to reach out and
41 connect with the senior men in the county. Sullivan said CASA's 20th anniversary is in March.
42 On March 16th is a workshop on sequential intercept mapping. Sullivan would like to attend. She
43 will be attending the Board of Forestry on March 7th and has also been invited to go to the
44 Tillamook Forestry Center to give a talk. Sullivan talked to Chair Lee about moving forward on
45 the voter's pamphlet.

1 Clement has been talking to a representative from Pew Charitable Trust Fisheries regarding the
2 sustainability of fishing on the river.

3
4 Nebeker attended the Human Services Advisory Council meeting. They discussed the funding
5 for outside agencies. She attended a presentation by the CCO where it showed that Clatsop
6 County is showing a better percentage of an increase of positive outcomes. Nebeker believes that
7 helping these agencies, it does make a difference. Blind Pilot is going to be playing with the
8 Oregon Symphony and Nebeker said this is a wonderful reflection on the county's support of the
9 arts. Nebeker was asked to be a juror for an art exhibit at the Community College. In May there
10 will be a dedication of the Royal Nebeker Art Gallery at the college.

11
12 **COUNTY MANAGER'S REPORT**

13 Moore no report.

14
15 **ADJOURNMENT 8:45pm**

16
17 Approved by,

18
19
20 _____
21 Scott Lee, Chairperson

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

March 28, 2018

Issue/Agenda Title: New Columbia Pacific CCO Harm Reduction Van Purchase

Category: Consent Calendar

Prepared By: Bryan Hall

Presented By: Michael McNickle, Public Health Director

Issue before the Commission: Applied for and received new Grant Award in the amount of \$17,500 from the Columbia Pacific CCO. This is exclusively for adding a new van to the fleet intended for use in the Harm Reduction/Needle Exchange program. County Manager is already authorized to sign this contract. We need Board approval of the Resolution and Order to authorize expending these additional grant funds in this fiscal year.

Informational Summary: Operation of the Health Department is primarily funded by the main public health contract, program fees, General Fund support and other private and governmental grants. This new contract allows for the purchase of a new van for the Harm Reduction/Needle Exchange program.

Fiscal Impact: This is a new grant award for the purchase of a new van at no cost to the County.

Options to Consider:

1. Approve Resolution and Order related to Columbia Pacific CCO grant for the 2017-18 fiscal year.
2. Do not authorize expenditure of funds and reject grant award and do not purchase van.

Staff Recommendation: Option #1

Recommended Motion: *"I move to authorize Resolution and Order related to Columbia Pacific CCO grant in the amount of \$17,500 per Schedule A."*

Attachment List:

- A. Copy of Columbia Pacific CCO grant
- B. Resolution and Order
- C. Schedule A list

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

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

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

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

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

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

ADOPTED AND APPROPRIATED this 28th Day of March 2018.

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

Scott Lee, Chair

SCHEDULE A
SCHEDULE OF APPROPRIATION ADJUSTMENTS

I. ADJUSTMENTS INVOLVING UNANTICIPATED GRANT REVENUE

<u>Organizational Unit/Fund</u>			<u>Increase</u>	<u>Decrease</u>
007/4110	Revenue	81- 7382	\$ 17,500	
007/4110	Expense	82- 4200	17,500	

Comment: Columbia Pacific CCO Harm Reduction Van grant, \$17,500
We are requesting budget authority to receive and expend the grant dollars in fiscal year 2017-18

Prepared by: Bryan Hall 3/14/2018
Columbia Pacific CCO grant

V22793
C6526

Exhibit C - Investment Portfolio Proposal Summary



Columbia Pacific CCO

Creating Health Together

Investment Portfolio Proposal Summary

Proposal Name: Clatsop County Harm Reduction Program

Grant Applicant/Lead Organization: Clatsop County Public Health

Total Amount Requested: \$17,500

Recommended Amount: \$17,500

Proposal Focus Area: Prevention and Health Promotion

Proposal Brief

The purpose of this proposal is a one-time purchase of a pre-owned van for the county needle exchange program run by Public Health. The van would be used by the Harm Reduction Team to travel with supplies and materials to and from designated places within Clatsop county to conduct syringe exchange events. Currently, there are two locations for the exchange program, one in Astoria and one in Seaside. The intent is to broaden the program to other communities in the county. The Harm Reduction Program launched in October 2017 and ramped up to over 1,000 needles exchanged in the Astoria location per event within 4 weeks.

Review Committee Assessment

Overall: The proposal was simple and straightforward, with cited evidence of the effectiveness of such programs in reducing communicable disease and, among the HIV population, costs for wound care, endocarditis, Hepatitis C and other costs incurred in the ED. The target population for the program is the 600-950 intravenous drug users in the county; the assumption is that a large proportion are OHP. The Harm Reduction program is a collaboration between Public Health and Jordan's Hope for Recovery, a local non-profit providing food, water, naloxone training and kits, and referral resources. The proposal included letters of support from the Board of County Commissioners and Jordan's Hope, along with a signed MOU between them and Public Health.

Budget and outcomes: The budget is a straightforward one-time cost for the van. Institute of Medicine concluded that syringe exchange programs are highly effective at preventing HIV transmission: lifetime costs of treating HIV are between \$385-619,000, vs. the cost of a sterile needle of \$.15. The Harm Reduction Program will track prevalence and incidence of HIV in Clatsop county, the behavioral predictors of HIV transmission, surrogate measures of those behaviors and the number of different people sharing an individual needle.

Committee Recommendations

1. Fund the proposal at the requested amount of \$17,500.
2. Request that the Harm Reduction Program consider future partnership with local assistors to help uninsured individuals obtain insurance.
3. Submit an outcomes report after year one of the program.

**Columbia Pacific Coordinated Care Organization
Letter of Agreement**

This Letter of Agreement (Agreement) is between Columbia Pacific Coordinated Care Organization (CPCCO) and Clatsop County Public Health and Human Services for the period of March 1, 2018 to February 28, 2019

Project: Columbia Pacific Investment Portfolio Harm Reduction Program	CPCCO Agreement Number: 18-0301B
Provider Contact: Michael McNickle	CPCCO Project Number: 500060
E-mail: mmcnicke@co.clatsop.or.us	CPCCO Contact: Karen Knudson
	E-mail: knudsonk@careoregon.org

I. Recitals

- A. Columbia Pacific CCO, LLC is a Limited Liability Corporation of which CareOregon, Inc., an Oregon nonprofit, public benefit corporation, is the single Member (owner).
- B. CPCCO is contracted with the Oregon Health Authority to operate as a Coordinated Care Organization under the Oregon Health Plan via a Health Plan Services agreement ("CCO Contract").
- C. CareOregon wishes to support CPCCO efforts to improve member overall quality of health.

II. Project Description:

This project will invest in stimulating innovative and strategic efforts within Clatsop County to transform the health care delivery system. The funds will be used to build clinical and community capacity through four investment focus areas:

1. Integration and alternative payment/funding models
2. Clinical innovations
3. Community health
4. Prevention and health promotion

Funded projects will improve health quality of members as defined in Exhibit A entitled Detail of Project. Projects are based on best practice models and will address health disparities and equity largely driven by inter-generational poverty and disenfranchisement. Projects will track outcome measures for improvement and report them to CPCCO. Additional project information is included in Exhibit C, entitled Investment Portfolio Summary.

III. Project Objectives:

The goals of this initiative are to:

- A. Improve health quality
- B. Improve CPCCO member experience
- C. Increase the likelihood of better health outcomes reported by metrics described in Exhibit A.

IV. Terms:

- A. Terms of this Agreement are effective March 1, 2018 and will terminate February 28, 2019.
- B. Provider will report project outcomes of the program to CPCCO by the deadline of 30 days after each twelve (12) month reporting period. Progress reports as defined in Exhibit A. 1 are due:
 - a. March 31, 2019 for the reporting period of March 2018 to February 2019.
- C. CPCCO may request a site visit to meet with Provider and review project progress.
- D. Success of the project will be determined by CPCCO's evaluation of a positive impact on member's health.
- E. Either party can terminate this Agreement with 30 days written notice.

V. Payment:

- A. CPCCO will pay \$17,500.00 upon receipt of signed agreement.
- B. Provider agrees this payment is for the period outlined above only and does not imply or guarantee ongoing funding.

VI. General Provisions:

- A. Should Providers participation contract with CareOregon terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts prorated from the date of termination to the end of the time period outlined above
- B. Provider agrees that Provider Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays. Provider will notify CareOregon if the Provider Contact changes.
- C. Both parties agree to seek written approval for, and provide a copy of, any news releases or any other external communication related to the Agreement. Email approval by CareOregon or the Provider Contact will suffice as written approval.
- D. All copyright interests in materials produced as a result of this Agreement are owned by the Provider. The Provider grants to CareOregon nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt, or otherwise use and license others to use, in print or electronic forms, including electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this Agreement.
- E. Provider agrees to uphold all confidentiality provisions of the Agreement between CareOregon and Provider, and specifically safeguard the health information of CareOregon members as it applies to activities related to this program.
- F. Provider is not eligible to participate or receive funding associated with this Letter of Agreement if Provider is placed on the Tier Monitoring System by CareOregon's Peer Review Committee or has documented contract and/or compliance issues. All funding associated with this Letter of Agreement will be discontinued until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue to CareOregon's satisfaction. Discontinued funding will not be disbursed.

Agreed to on behalf of Clatsop County Health
and Human Services:

Signature

Name: Cameron Moore

Title: County manager

Date: _____

Agreed to on behalf of Columbia Pacific
Coordinated Care Organization:

Signature

Name: Mimi Haley

Title: Exec. Dir.

Date: 3/7/18

Exhibit A Detail of Project

I. Program(s) of Focus:

1. ☐ Integration and alternative payment/funding models
2. ☐ Clinical innovations
3. ☒ Community Health
4. ☐ Prevention and health promotion

II. Program Description:

One time purchase of a pre-owned van to conduct a needle exchange program throughout Clatsop County and improve proper (sharps containers) disposal of used/dirty needles. The Harm Reduction Program, operated by Public Health, shows reductions in Emergency Department visits and blood-borne disease transmissions.

III. Improvement Metrics:

Total number of needles exchanged during each year, by date and location of exchange

Metric	Data Source
Total Count of Needles Exchanged (Preferably by Date and Location of Exchange)	Provider

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

March 28, 2018

Issue/Agenda Title: Cancellation of Contracts of Sale

Category: Consent Calendar

Prepared By: County Counsel

Presented By: Director of Assessment and Taxation, County Counsel

Issue before the Commission: Consider formally cancelling two contracts that went into default in 2010.

Informational Summary: When a county sells tax foreclosed property at auction, it can decide to sell either by installment contract under ORS 275.190 or for cash. In 2005, Clatsop County sold several parcels on contract, with the contracts payable in full in within five years. Two parcels were purchased by one individual (Margus Sass), who took title in two different Delaware companies, America Land Investment, LLC and Florida Land Investment, LLC. No payments were received for either company after April of 2009. Both contracts were to have been paid in full in 2010, and neither was. ORS 275.220 provides that when a contract for purchase of tax foreclosed land is in default, a county board may enter an order in its records cancelling the contract and serving the purchaser with a copy of the order. If the purchaser doesn't object within 20 days, the contract is forfeited. It is recommended that to clear title, the County declare these contracts cancelled at this time.

Fiscal Impact: Allows the property to be sold at auction and placed back on the rolls

Options to Consider: 1. Approve the R&O cancelling the contract of sale with America land Investment, LLC, and the R&O cancelling the contract of sale with Florida Land Investment LLC.
2. Decline to cancel the contracts

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve the Resolution and Order Cancelling Contract with America Land Investment, LLC, and Resolution and Order Cancelling Contract of Sale with Florida Land Investment, LLC, and authorize the Chair to sign."*

Attachment List: R&O Cancelling America Land Investment, LLC Contract
R&O Cancelling Florida Land Investment, LLC Contract

IN THE BOARD OF COMMISSIONERS
FOR CLATSOP COUNTY

CANCELLING CONTRACT OF SALE)	
WITH AMERICA LAND INVESTMENT, LLC)	RESOLUTION AND ORDER
UPON FAILURE TO COMPLY WITH THE)	
TERMS AND CONDITIONS)	

WHEREAS, by Contract of Sale, for which a Memorandum of Contract was recorded February 10, 2006, Instrument Number 2006016681, Clatsop County Deed Records, America Land Investment, LLC, a now-defunct Delaware limited liability company, purchased land from Clatsop County legally described in Exhibit A attached hereto and by this reference incorporated herein.

WHEREAS, the Contract required payment in full by October 10, 2010, and Purchaser failed to pay and defaulted on the Contract. The last payment made was on April 12, 2009.

WHEREAS, ORS 275.220 provides that upon default, the Board of County Commissioners may cancel the Contract.

WHEREAS, the defunct America Land Investment LLC failed to identify a registered agent for service, but Margus Sass is shown on the Memorandum of Contract as the contact for the Purchaser.

NOW THEREFORE, IT IS HEREBY ORDERED:

1. That the subject Contract of Sale is declared CANCELLED.
2. The Clatsop County Tax Collector shall remove the above described property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.

1. A certified Copy of this Order shall be served by certified mail on Margus Sass, 5797 SE Willow Lane, Milwaukie, Oregon, 97267, and a return of service made upon such copy of the Order.

Dated this ___ day of _____, 2018

CLATSOP COUNTY BOARD OF COMMISSIONERS

By: Scott Lee, Chair

IN THE BOARD OF COMMISSIONERS
FOR CLATSOP COUNTY

CANCELLING CONTRACT OF SALE	}	RESOLUTION AND ORDER
WITH FLORIDA LAND INVESTMENT, LLC		
UPON FAILURE TO COMPLY WITH THE		
TERMS AND CONDITIONS		

WHEREAS, by Contract of Sale, for which a Memorandum of Contract was recorded May 10, 2005, Instrument Number 200505379, Clatsop County Deed Records, Florida Land Investment, LLC, a now-defunct Delaware limited liability company, purchased land from Clatsop County legally described as:

Lots 7 through 10, Block 7, Taylor's Astoria, in the City of Astoria, County of Clatsop, State of Oregon.

WHEREAS, the Contract required payment in full by April 10, 2010, and Purchaser failed to pay and defaulted on the Contract. The last payment made was on April 10, 2009.

WHEREAS, ORS 275.220 provides that upon default, the Board of County Commissioners may cancel the Contract.

NOW THEREFORE, IT IS HEREBY ORDERED:

1. That the subject Contract of Sale is declared CANCELLED.
2. The Clatsop County Tax Collector shall remove the above described property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.
3. A certified Copy of this Order shall be served by certified mail to the registered agent for the now defunct Florida Land Investment, LLC, Business Filings Incorporated, 108 W. 13th St., Wilmington DE 19801 in accord with ORS 275.220, and on

Margus Sass, 5797 SE Willow Lane, Milwaukie, Oregon, 97267, and a return of service made upon such copies of the Order.

Dated this ___ day of _____, 2018

CLATSOP COUNTY BOARD OF COMMISSIONERS

By: Scott Lee, Chair

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

March 28, 2018

Issue/Agenda Title Flexible Maintenance Agreement for Exchange of Services with ODOT

Category: Consent Calendar

Prepared By: Teresa Clute

Presented By: Michael Summers, Public Works Director

Issue before the Commission: Approval of a Flexible Maintenance Agreement for the exchange of services between ODOT and the County Public Works.

Informational Summary: The County Public Works exchanges road maintenance services with ODOT for activities including patching, shouldering, ditching, sweeping, vegetation control, brushing, signing, landscaping, bridge repair, guardrail repair, storm clean-up, winter maintenance activities, hazardous material spills and drainage. Under this agreement the County or State may request maintenance services from each other as needed. The agency providing the service schedules the work and directs and supervises its own employees and invoices the requesting agency for their services. The term of the agreement is two years and may be extended by amendment. The agreement calls for a \$100,000 limit on the total financial obligation for both parties. It will be in effect for two years following the date all signatures are obtained.

Fiscal Impact: Any fees for services will be paid from the Road Maintenance and Construction budget.

Options to Consider:

1. Approve the agreement with ODOT for Flexible Maintenance Services and authorize the County Manager to sign the agreement and any amendments.
2. Do not exchange services with ODOT.
3. Look for another way to exchange services without using this agreement.

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve the agreement with ODOT for Flexible Maintenance Services and authorize the County Manager to sign the agreement and any amendments"*

Attachment List:

- A. Flexible Maintenance Agreement

Oregon Department of Transportation
FLEXIBLE SERVICE MAINTENANCE AGREEMENT
Clatsop County

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and CLATSOP COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572, 366.574 and 366.576, State may enter into cooperative agreements with the counties, cities and units of local governments for the performance of work on certain types of maintenance or improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. State and Agency have determined that it is both to their mutual benefit and to the general public's benefit if they jointly utilize State and Agency highway maintenance resources, including equipment and operators.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency desire to enter into this Agreement to share road and highway maintenance services including patching, shouldering, ditching, sweeping, vegetation control, brushing, signing, landscaping, striping, bridge repair, guardrail repair, winter maintenance activities, hazardous material spills, and drainage.
2. The tasks associated with the highway maintenance responsibilities referred to above are as defined in the current editions of the Oregon Department of Transportation's *Maintenance Guide* and the *Routine Road Maintenance Water Quality and Habitat Guide Best Management Practices Manual*, which are herein incorporated by reference and located at the following address:

<http://www.oregon.gov/ODOT/HWY/OOM/Pages/publications.aspx>

- a. The Oregon Department of Transportation *Maintenance Guide* includes the activity numbers. Other maintenance services may be included as defined on the Work Order Authorization.

3. The term of this Agreement shall begin on the date all required signatures are obtained and shall be in effect for a period of two (2) years following the date all required signatures are obtained. This Agreement may be modified by mutual consent of both Parties and upon execution of amendments to this Agreement stating said modifications.
4. The total financial obligation for both Parties will not exceed \$100,000 during the term of this Agreement.
5. If the total cost of this Agreement or individual Work Order Authorization exceeds \$150,000, the Department of Justice must review and approve any amendments and/or Work Order Authorizations prior to performance of any work.

SCOPE OF WORK

1. State's District 1 Manager, or designee, may request maintenance services from Agency on an as-needed basis for work performed on state-owned and maintained highways and highway right of way. Maintenance service requests shall be a written request in the form of a Work Order Authorization, attached hereto as Exhibit A and made a part of this Agreement. The Work Order Authorization may be signed by State's District 1 Manager, or designee. Each Work Order Authorization that is issued pursuant to this Agreement shall become a part of this Agreement. Both Parties shall sign the Work Order Authorization before commencement of work. An original signed Work Order Authorization shall be completed and returned to the originating Party within ten (10) business days.
2. Agency may request maintenance services from State on an as-needed basis for work performed on Agency-owned and maintained roads and Agency right of way. Maintenance service requests shall be a written request in the form of a Work Order Authorization, as shown on Exhibit A. The Work Order Authorization may be signed by the Agency's Public Works Director, or assigned designee. Each Work Order Authorization that is issued pursuant to this Agreement shall become a part of this Agreement. Both Parties shall sign the Work Order Authorization before commencement of work. An original signed Work Order Authorization shall be completed and returned to the originating Party within ten (10) business days.
3. The original Work Order Authorization initiated by State shall be forwarded to State's Region 2 Agreement Coordinator, 455 Airport Road SE, Building B, Salem, Oregon 97301.
4. State shall provide instructions to Agency employees concerning work to be performed under the Work Order Authorization, and Agency shall direct and supervise its employees who are assigned to assist State.

5. Agency shall provide instructions to State's employees concerning work to be performed under the Work Order Authorization, and State shall direct and supervise its employees who are assigned to assist Agency.

REIMBURSEMENT TO STATE

1. On a monthly basis, State shall submit invoices to Agency for actual costs incurred for work performed under this Agreement. Agency shall reimburse State for equipment and services based on the State's rates used for its internal financial management of personnel and equipment adopted and in existence at the time of work being performed. Payment shall be made within forty-five (45) calendar days from receipt of the invoice. Invoices shall be submitted to Clatsop County Road Department, 1100 Olney Avenue, Astoria, Oregon 97103.
2. Under no condition shall Agency's total obligation for payments exceed \$50,000 during the term of this Agreement.

REIMBURSEMENT TO AGENCY

1. On a monthly basis, Agency shall submit invoices to State for actual costs incurred for work performed under this Agreement. State shall reimburse Agency for equipment and services based on the Agency's rates used for its internal financial management of personnel and equipment adopted and in existence at the time of work being performed. Payment shall be made within forty-five (45) calendar days from receipt of the invoice. Invoices shall be submitted to: Department of Transportation, District 1 Office, 350 West Marine Drive, Astoria, Oregon 97103.
2. Under no condition shall State's total obligation for payments exceed \$50,000 during the term of this Agreement.

EXPENDITURE AUTHORIZATION

1. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget. State shall not be indebted or liable for any obligation created by this Agreement in excess of the debt limitation of Article XI, Section 7, of the Oregon Constitution. State shall not assume any debts of Agency in violation of Article XI, Section 8, of the Oregon Constitution.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current biennial budget. Agency shall not be indebted or liable for any obligation created by this Agreement in excess of the debt limitation of Article XI, Section 10, of the Oregon Constitution.

3. Neither State nor Agency shall be liable for any expenditure under this Agreement without proper appropriation pursuant to ORS Chapter 291 and ORS Chapter 294 respectively.
4. The Work Order Authorization form for State may be signed by District 1 Manager, 350 West Marine Drive, Astoria, Oregon 97103; phone: (503) 325-0722, or assigned designee upon individual's absence.
5. The Work Order Authorization form for Agency may be signed by Clatsop County Public Works Director, 1100 Olney Avenue, Astoria, Oregon 97103; phone: (503) 325-8631, or assigned designee upon individual's absence.

EQUIPMENT AND SERVICES

1. Each Party shall make available to the other Party vehicles, equipment, machinery, employees, related items and services in the manner and on the terms and conditions provided herein.
2. Services and equipment shall be provided upon reasonable request at mutually convenient times and locations. Each Party retains the right to refuse to honor a request if the services or equipment are needed for other purposes, if providing the equipment would be unduly inconvenient or if for any other reason the Party determines in good faith that it is not in its best interest to provide a particular item or service at the requested time. It is up to the discretion of the Party providing the equipment ("owner") whether an operator is provided with the equipment.
3. The Party receiving the equipment ("user") shall take proper precaution in its operation, storage, and maintenance. Equipment shall be used only for its intended purpose. User shall permit the equipment to be used only by properly trained and supervised operators and shall be responsible for equipment repairs necessitated by misuse or negligent operation. User shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of equipment during the period in which the equipment is in user's possession. User shall not, however, be responsible for scheduled maintenance or repairs other than repairs necessitated by misuse or negligent operation.
4. If equipment requires repair while in use, a State mechanic and Agency mechanic shall assess the problem and, in consultation with each other, determine which Party is responsible for repair. In the event an agreement cannot be reached, State's District 1 Manager or designee and Agency shall determine the responsible Party.
5. The entity providing the equipment ("provider") shall endeavor to provide equipment in good working order and to inform user of any information reasonably necessary for the proper operation of the equipment. The equipment, however, is provided "as

is”, with no representations or warranties as to its fitness for a particular purpose. User shall be solely responsible for selecting the proper equipment for its needs and inspecting equipment prior to use. It is acknowledged by the Parties that the provider is not in the business of selling, leasing, renting, or otherwise providing equipment to others and that the Parties are acting only for their mutual convenience and efficiency.

6. The Parties shall provide equipment storage space to each other, at no charge, upon rental request when mutually convenient. It is recognized that such storage is for the benefit of the Party requesting it. The Party storing the equipment shall be responsible only for providing a reasonably safe and secure area.
7. The user is responsible for any damage to rented equipment considered to be beyond normal wear and tear.
8. Service and usage times, established for the purpose of record keeping and rental charges, will begin at the time the equipment and operator leave the owner's shop or maintenance yard, and end when the equipment and operator return to the owner's shop or maintenance yard.
9. Both Parties shall use their individual internal rental rates for labor and equipment. These rates may be adjusted only once per State fiscal year.
10. Both Parties shall maintain accurate and up-to-date records of all rentals of equipment and operators. Said records will be kept available for inspection by representatives of each Party for a period of six (6) years following termination of the Agreement.
11. Both Parties shall furnish fuel, maintenance, and insurance for their equipment; however, fuel for vehicles and equipment shall be provided by the user during the period in which the equipment or vehicle is in the user's possession.

GENERAL PROVISIONS

1. Both Parties hereby grant the other Party authority to enter onto each other's right of way for the purpose of performing the maintenance services as stated on the Work Order Authorization.
2. Both Parties will only assign personnel to work on each other's right of way that have similar experience on State and Agency right of way.
3. Both Parties acknowledge and agree that each Party, the Oregon Secretary of State's office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of each Party that are pertinent to this Agreement to perform

examinations and audits and make excerpts and transcripts. Both Parties shall retain and keep all files and records for a minimum of six (6) years following termination of the Agreement.

4. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
5. Agency represents that this Agreement is signed by personnel who have been authorized to do so by Agency.
6. State personnel assigned to assist Agency shall not be considered employees of Agency. Agency personnel assigned to assist State shall not be considered employees of State. Agency and State shall each be responsible for the following items in regard to their own employees:
 - a. Payment of all wages and benefits that its employees are entitled to receive through their employment including, but not limited to, vacation, holiday and sick leave; other leaves with pay; medical, dental, life, and accident insurance; other insurance coverage; overtime; Social Security; Workers' Compensation; unemployment compensation, and retirement benefits.
 - b. Withholding Social Security, federal and state taxes, and other regular deductions from wages paid to employees.
 - c. Administration of applicable civil service statutes and rules, classification and compensation plans, collective bargaining agreements, and other laws and agreements governing personnel relations with employees.
7. The Parties to this Agreement are of equal authority. Each Party acts independently in the performance of its obligations and functions under this Agreement, and neither Party is to be considered the agent of the other.
8. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver

to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

9. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
10. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
11. The Parties shall attempt in good faith to resolve any dispute arising out of this 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.
12. All employers, including both Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less

than \$500,000 must be included. Both Parties shall ensure that each of their subcontractors complies with these requirements.

13. This Agreement may be terminated by mutual written consent of both Parties, or by either Party, upon thirty (30) calendar days' written notice. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
14. Neither Party shall enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from the other Party.
15. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
16. This Agreement and attached exhibit 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, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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

SIGNATURE PAGE TO FOLLOW

CLATSOP COUNTY, by and through its
designated officials

By _____
County Manager

Date _____

STATE OF OREGON, by and through its
Department of Transportation

By _____
Region 2 Manager

Date _____

APPROVED AS TO FORM

By _____
County Legal Counsel

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Maintenance and Operations
Manager

Date _____

Agency Contact:

Michael Summer, P.E.
Clatsop County Public Works Director
1100 Olney Avenue
Astoria, OR 97103
(503) 325-8631
roads@co.clatsop.or.us

By _____
District 1 Manager

Date _____

State Contact:

Mark Buffington, Manager
ODOT, District 1
350 West Marine Drive
Astoria, OR 97103
(503) 325-7222
mark.w.buffington@odot.state.or.us

EXHIBIT A **WORK ORDER AUTHORIZATION**

☐ State Requesting Agency to Perform Work ☐ Agency Requesting State to Perform Work

Agreement No. 32590 Work Order No. _____

Under the terms of Agreement No. 32590 between the OREGON DEPARTMENT OF TRANSPORTATION (State) and CLATSOP COUNTY (Agency), which is hereby incorporated by reference, the following Project work is authorized:

Project Name: Flexible Maintenance Services

State Work Order Coordinator: _____ Agency Work Order Coordinator: _____

Total Authorized Amt. this Work Order \$ _____ Expenditure Acct. No.: _____

Work Order Start Date: _____ Work Order End Date: _____

Effective Date: No Work shall occur until signed by all parties.	State Totals
Expenditure Account No.	No.
A. Amount authorized for this Work Order	\$
B. Amount authorized on prior Work Orders	\$
C. Total Amount authorized for all Work Orders (A+B=C)	\$
D. Agreement Not-to-Exceed amount	\$
E. Amount remaining on Agreement (D-C=E)	\$

SCOPE OF WORK (tasks, hours per task, estimated cost per task, and staff assigned to do the work and their hourly rate. Specify the Party responsible for providing materials and the Party responsible for material costs associated with the Project or services). Work necessary to complete Project or services as described in original Agreement scope of work: (Indicate which services are to be used by checking appropriate box(es)).

Maintenance Services and Equipment Rental: *(List work shown below)*

- | | | |
|--|---|---|
| <input type="checkbox"/> Patching (100-102, 107-108) | <input type="checkbox"/> Shouldering (111-112, 119) | <input type="checkbox"/> Ditching (120) |
| <input type="checkbox"/> Sweeping (116-117) | <input type="checkbox"/> Vegetation Control (131) | <input type="checkbox"/> Striping (140-141, 147) |
| <input type="checkbox"/> Brushing (132-133) | <input type="checkbox"/> Signing (142-143) | <input type="checkbox"/> Landscaping (136) |
| <input type="checkbox"/> Drainage (121) | <input type="checkbox"/> Guardrail Repair (151) | <input type="checkbox"/> Bridge Repair (163, 169) |
| <input type="checkbox"/> Hazardous Material Spills (149) | <input type="checkbox"/> Winter Maintenance (170-171, 179-181, 192) | |
| <input type="checkbox"/> Equipment Rental <i>(specify equipment)</i> <input type="checkbox"/> Other _____ (Activity # _____) | | |
| (specify activity & MMS Activity #) | | |

General Description of Project: _____

This Work Order Authorization may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Work Order Authorization so executed shall constitute an original.

ACCEPTANCE OF TERMS AND ACTION APPROVED BY STATE: I acknowledge and certify that the work in this Work order authorization is within the scope of work of the original Agreement.

State's District 1 Manager

Date

ACCEPTANCE OF TERMS BY LOCAL AGENCY

Agency's Public Works Director

Date

APPROVED AS TO LEGAL SUFFICIENCY: (If work exceeds \$150,000, signature required.)

Assistant Attorney General

Date

cc: State's District 1 Manager
Agency's Public Works Director
State's Region 2 Agreement Coordinator (original)

EXHIBIT A

Work Order – Local Agency
Rev. 04-08-2008

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

March 28, 2018

Issue/Agenda Title: Transfer of County owned property to a non-profit

Category: Business Agenda

Prepared By: Sirpa Duoos

Presented By: Sirpa Duoos, Property Management Specialist

Issue before the Commission: Consider a transfer of County owned property to Greater Oregon Behavioral Health Inc., (GOBHI) an Oregon not-for-profit corporation for public benefit providing social services.

Informational Summary: Clatsop County came into title of tax foreclosed property on October 10, 2017 identified as Assessor's Account # 80918BB04000. This property is located off of Agate Street in Astoria's Smith Point neighborhood and contains a four unit apartment complex built in 1918. This apartment complex contains approximately 3068 square feet and is in need of a clean-up and remodel due to deferred maintenance and two of the units having water damage from a leaking pipe in the attic.

This parcel was categorized on December 13, 2017 for Other Government.

ORS 271.330 (2) allows Counties to transfer tax foreclosed parcels for Social Services. Greater Oregon Behavioral Health, Inc. is a qualifying not-for-profit corporation, providing public benefit.

Clatsop County's Property Management Policy allows sales or transfers to qualifying non-profits that meet the criteria in ORS 271.330 (2) and that are not needed or being used for a county purpose. Additionally, the policy states that these properties must be used for a public purpose and must be within their jurisdiction. Non-profit organizations must provide a copy of their tax exempt letter, current bylaws, and corporate registration when making a request to acquire County property. The proposed use is to be in the best interest of the County and the County shall consider the criteria set forth in Section C. 1. of the policy, detailed as follows:

C. SALE OR TRANSFER TO OTHER GOVERNMENTS

1. Property sold, traded or given to a government outside the auction process must be retained by that government and used for a public purpose. The county should seek full compensation from other governments for tax-foreclosed property unless the Board determines it is in the County's

best interest to donate the property or accept less than market value. The following criteria shall be considered:

- Whether the value of the property is significant;
- The possibility of finding a private purchaser;
- The liability or potential maintenance costs if the County retains the property;
- Cost of disposing of the property at public auction or negotiated sale vs. potential sale proceeds;
- Amount of back taxes owed on the property and the willingness of the local government to pay the County to cover its costs and taxes owed;
- The intended public use by the local government and whether the use would provide significant benefits to county residents and taxpayers as whole rather than benefiting primarily local residents and taxpayers.

Fiscal Impact:

- Total amount of unpaid tax, interest and fees at the time of tax foreclosure was \$25,995.90.
- Further additional costs include a \$52.00 recording fee.

Options to Consider:

1. Consider transferring the property to GOBHI Inc.
2. Re-Categorize the parcel as surplus and prepare it for public auction.
3. Take no action.

Staff Recommendation: Option #1

Recommended Motion: *"I move that the Board approve transferring this property to Greater Oregon Behavioral Health, Inc. by adopting the Resolution and Order and authorize the Chair to sign the deed."*

Attachment List:

- A. Resolution and Order
- B. Map
- C. Property Management Policy
- D. Deed

1 IN THE BOARD OF COUNTY COMMISSIONERS
2 FOR CLATSOP COUNTY, OREGON
3
4

5 APPROVING THE SALE)
6 OF COUNTY OWNED PROPERTY) RESOLUTION AND
7 FOR SOCIAL SERVICES) ORDER
8
9

10
11 WHEREAS, Clatsop County came into title of a tax foreclosed real property on
12 October 10, 2017, described as: Lot 12, Block 33, Taylor's Astoria, in the City of
13 Astoria, Clatsop County, Oregon, and;
14

15 WHEREAS, this property was Categorized for Other Government pursuant to
16 County's Property Management Policy, and;
17

18 WHEREAS, Clatsop County has been presented with a request by a non-profit
19 organization to provide social services and;
20

21 WHEREAS the County Commission recognizes the need and finds that the
22 property is best suited for social services,
23

24 NOW THEREFORE, IT IS HEREBY RESOLVED that the Board of
25 Commissioners of Clatsop County hereby approves the proposed transfer to Greater
26 Oregon Behavioral Health Inc., and authorizes the Chair to sign the deed.
27
28
29
30

31 Dated this _____ day of March 2018.
32
33

34 BOARD OF COMMISSIONERS FOR
35 CLATSOP COUNTY
36
37

38 _____
39 Scott Lee, Chairperson
40

MAP # 80918BB04000	Recommended Category: Other Government 3
Real Market Value \$253,268	Assessed Value \$190,851
Acreage: 0.14	General Area: 599-605 Agate St., Astoria
Zoning: R3-High Density Residential	Special Overlay: Landslide Topography
Comments: Four unit apartment complex.	



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

GRANTEE:
Greater Oregon Behavioral Health, Inc.
401 E 3rd Street, Suite 101
The Dalles, OR 97058

QUITCLAIM DEED

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

CLATSOP COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to **Greater Oregon Behavioral Health, Inc., an Oregon Nonprofit Corporation**, Grantee, pursuant to ORS 271.330(2) all of its right, title and interest, including mineral rights, if any, in that parcel of real property situated in Clatsop County State of Oregon, described as follows:

LEGAL: Lot 12, Block 33, Taylor's Astoria, in the City of Astoria, County of Clatsop, State of Oregon

ASSESSOR'S ACCT. NO. 80918BB04000
ACCT. ID No. 26415

SITUS ADDRESS: 599-605 Agate St., Astoria

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

The true and actual consideration paid for this transfer stated in terms of dollars is ZERO (\$0) DOLLARS.

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

IN WITNESS WHEREOF, the grantor has executed this instrument this ____ day of March 2018.

Scott Lee, Chair

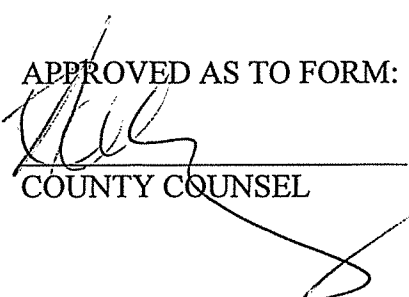
STATE OF OREGON)
) ss.
County of Clatsop)

This Quitclaim Deed was acknowledged before me on this ____ day of March, 2018 by, _____ as Chairperson of the Board of Commissioners for Clatsop County, a political subdivision of the State of Oregon.

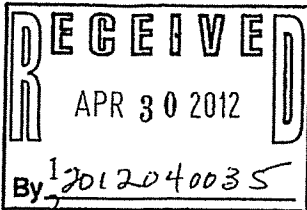
NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

UNTIL A CHANGE IS REQUESTED, ALL TAX
STATEMENTS SHALL BE SENT TO THE
FOLLOWING ADDRESS:
Greater Oregon Behavioral Health, Inc.
401 E 3rd Street, Suite 101
The Dalles, OR 97058

APPROVED AS TO FORM:



COUNTY COUNSEL



IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF UPDATING)
COUNTY PROPERTY) RESOLUTION AND
MANAGEMENT POLICIES) ORDER
)

WHEREAS, The Clatsop County Commission finds that their Property Management Policies should be reviewed and updated from time to time; and

WHEREAS, the Board of County Commissioners deems it in the County's best interest to amend these policies; NOW, THEREFORE

IT IS HEREBY RESOLVED that the Property Management Policies attached hereto as Exhibit "A" are hereby approved as amended by the Board of County Commissioners.

DATED this 25th day of April 2012

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON


Peter Huhtala, Chairperson

EXHIBIT "A"

PROPERTY MANAGEMENT POLICY

Adopted by the Clatsop County Board of Commissioners

ADOPTED: 2012

PURPOSE:

The purpose of the Property Management program is to maintain a complete and accurate inventory of County-owned or tax-foreclosed real estate and to return surplus properties to the property tax rolls through a fair and equitable manner.

This policy establishes procedures and criteria for categorizing County-owned property for future use, managing those properties and for selling, leasing or trading County-owned or tax-foreclosed land.

PROCEDURES:

I. CATEGORIZATION OF COUNTY-OWNED PROPERTIES

Staff will inventory and identify for future use all real properties owned by the County and recommend the appropriate category for each parcel to the Board of Commissioners for approval. Staff will review the categorization of parcels and make recommendations to the Board at least annually

A. The County Property Categorization Committee, generally to include the County Manager, Public Works Director, Surveyor, Assessment and Taxation Director, Chief Deputy Assessor and Tax Collector, Appraisal Supervisor, Community Development Director and Property Specialist, will review the categorization of parcels and make recommendations to the Board of Commissioners based on these policies.

B. The Categories are:

1. Properties to be Sold at Public Auction or Private Sale

This category includes most properties considered surplus. Statutory exceptions are described in other categories. State law requires surplus tax-foreclosed property be sold at public auction unless it cannot be built on and qualifies for private sale under ORS 275.225. For a public auction, a minimum bid is established by either a fee appraisal or an estimated market value determined by the County Assessor. Properties may be designated for sale for cash or contract and may be designated for sale by oral auction or written bid

2. Properties Held for County Government Use

This category includes properties held for future County facilities or properties held for trades, for wetlands mitigation or other uses.

The County will follow Oregon Revised Statutes regarding payment of Local Improvement District assessments on County-owned land.

3. Properties Held for Other Governments

This category includes street plugs, rights of way and other properties that are within other governmental jurisdiction.

Property sold, traded or given to a government outside the auction process must be retained by that government and used for a public purpose.

4. Properties On Which the County Holds the Mineral Rights Only

The County may retain mineral rights on parcels that may have future County use, such as a rock quarry.

5. Properties Held for Industrial Development

State law authorizes the County to sell or otherwise convey County-owned property for "industrial uses." Industrial uses include manufacturing, commercial, research and development and warehousing activities. Property to be used for industrial purposes can be sold, traded or conveyed to an individual or business through private negotiations without going through the auction process. Proceeds from the sale of tax-foreclosed property are distributed to the appropriate taxing agencies, unless the property is zoned industrial and the Board of Commissioners designates the proceeds for industrial development investment at County facilities.

6. Properties Held for Right-of-Way Purposes

This category consists of properties that will be incorporated as rights-of-way or dedicated to the public for road purposes. Parcels incorporated in the right-of-way or dedicated to the public will be deleted from the County's inventory.

7. Properties Held for Future Park and Recreational Use

This category consists of parcels of land that have been received by the County through the tax foreclosure process, received as a donation, purchased or otherwise acquired, and that are held in trust for future recreational or possible park use.

Parcels will be held for potential parks use if so identified in the County's officially adopted County Recreation Lands and Parks Master Plan. Generally, parcels held for this purpose should be held for no more than five years and will be reviewed by the Property Specialist in a report to the Board of Commissioners every five years.

In accordance with the Recreational Master Plan, Clatsop County shall utilize the County Recreational Lands Committee as a primary public review body for potential County land sales involving County Park or recreational lands or lands adjoining County park properties.

No existing County-owned recreational lands shall be sold, traded or exchanged without the input of the Clatsop County Recreational Lands Committee.

State law authorizes the County to sell or otherwise convey public parks or recreational areas so designated by Order of the Board upon a finding that the sale or conveyance is in the best interest of the public. Any proceeds from the conveyance shall be held for maintenance and improvement of existing parks and recreation lands or future acquisition of lands to be set aside for park or recreational purposes.

Recreational lands will be retained in their natural state and not developed or operated as County Parks without the approval of the Board of Commissioners.

8. Properties Held for Timber Harvest

This category consists of parcels of land that the County is holding for potential timber harvest and forest management.

9. Properties Being Used by the County

This category consists of the properties that are currently in use by the County. These include the Courthouse, Public Works Building, Judge Guy Boyington Building, 800-820 Exchange Street complex, Animal Shelter, Community Corrections Transition Center and all other buildings and land used by the County, existing County Parks and those properties under active lease by the County to other parties.

From time to time, Clatsop County may lease property from a private party for special needs, such as stockpiles, storage or program needs.

10. Surplus Property Leased to a Private Party

Surplus property may be leased to a private party as office space, tower sites, substations, etc., for profit as per contract with terms.

- C. First priority will be given to the County's needs and interest for the use of County owned land. Generally, the County will designate that property for the County's future use.
- D. The next priority should be other local governments that show a public need and demonstrate the ability to purchase the property within three years.
- E. All properties will be placed in Category 1 unless identified as in another category.
- F. Tax-foreclosed land may be held for trade if unsold at public auction pursuant to Oregon Revised Statutes.

II. SALE OR TRADE OF PROPERTIES

A. DISTRIBUTION OF SALE PROCEEDS

- 1. The proceeds of Sheriff's sales or public auctions shall be distributed as provided in ORS 275.275. Prior to distribution to the taxing districts or any other use of land sale proceeds, the County will reimburse itself for the incurred management costs of those properties from the sale proceeds. These costs include but are not limited to staff time, publication costs, preliminary title searches, recording costs, appraisal fees and timber cruises.
- 2. The County will record all deeds and Memorandums of Sale and will reimburse itself for recording costs from the proceeds of the sale.

B. SALE OR TRANSFER TO NONPROFITS

- 1. Nonprofit organizations that qualify as tax-exempt organizations under Section 501(c)(3) of the Internal Revenue Code and meet the criteria of ORS 271.330 will be offered an opportunity to acquire any properties the County may receive through the tax foreclosure process that are not being used for a County

purpose. The property must be used for a public purpose and must be within their local jurisdiction.

2. The property may be transferred or sold at any price the Board of County Commissioners deems appropriate if the proposed use is found to be in the best interests of the County. The criteria set forth in C.1. below shall be considered. The use of the property shall be restricted to the public purpose for which it is transferred, and a reversionary interest shall be retained, unless waived pursuant to ORS 271.330(5). The reversionary clause should be waived for property purchased for full market value.
3. Nonprofit organizations must provide a copy of their tax exempt letter, current bylaws, and corporate registration when making a request to acquire County property.

C. SALE OR TRANSFER TO OTHER GOVERNMENTS

1. Property sold, traded or given to a government outside the auction process must be retained by that government and used for a public purpose. The County should seek full compensation from other governments for tax-foreclosed property unless the Board determines it is in the County's best interest to donate the property or accept less than market value. The following criteria shall be considered:
 - Whether the value of the property is significant;
 - The possibility of finding a private purchaser;
 - The liability or potential maintenance costs if the County retains the property;
 - Cost of disposing of the property at public auction or negotiated sale vs. potential sale proceeds;
 - Amount of back taxes owed on the property and the willingness of the local government to pay the County to cover its costs and taxes owed;
 - The intended public use by the local government and whether the use would provide significant benefits to county residents and taxpayers as whole rather than benefiting primarily local residents and taxpayers.
2. Property should be transferred or sold with a reversionary clause for not less than 20 years, unless the Board determines the reversionary clause should be waived pursuant to ORS 271.330(5). The reversionary clause should be waived for all property purchased for fair market value.

D. REVERSIONARY RIGHTS

1. The County will uniformly enforce its ownership rights the reversionary clause in any deed or other conveyance to a public body or non-profit corporation.
2. The County will examine the specific language of the instrument and the purpose for which conveyance was made.
3. If the document conveying property to a municipality without consideration does not expressly mention a purpose or include a reversionary clause, the County

shall take a position that the conveyance was made for a public purpose and that a reversion to the County was required by ORS 271.330.

4. In a dispute over reversionary rights, the County should first attempt to economically resolve the matter by mutual agreement in the spirit of the original conveyance. If agreement is not reached, the County will seek resolution through appropriate judicial means.
5. All property re-acquired by the County through a reversionary clause will be categorized and managed pursuant to County Property Management Policies.

E. PUBLIC SALE OF SURPLUS PROPERTIES BY AUCTION

1. Parcels in category 1 will be offered for sale at public auction to the general public in a fair and equitable manner.
2. Staff will strive to hold at least one public auction each year to dispose of property, unless the Assessment and Taxation Director determines there is insufficient property available to sell.
3. Before each public auction, the Property Management division will present the date of the sale and the notice of sale listing the properties and minimum bids and whether the sale will be cash or contract, to the Board of Commissioners for approval.

The Property Specialist, Assessment and Taxation Director, Chief Deputy Assessor and Tax Collector and the County Manager are authorized to remove property from the public auction during the two weeks prior to the sale. The Board shall be promptly notified with an explanation of the circumstances justifying the removal.

4. Contiguous properties should generally be grouped together for sale as one unit of ownership. This policy will allow the County to dispose of property and receive the best return for its surplus property. Parcels to be grouped together shall be annotated on the inventory to be sold as one unit of ownership.
5. Sales under \$20,000 will be for cash only. Sales over that amount may be offered on contract. The interest rate will be a fixed rate set as to the farm credit service rate. The rate will be that rate effective the January of the year of the start of the contract and will be applied to the unpaid balance per annum.
6. Staff shall provide Instruction Sheets for prospective bidders detailing the terms and conditions of sales and bidder responsibilities during registration at all public auctions.
7. High bidders who do not pay for property by the deadline established for payment are prohibited from bidding or purchasing County-owned property for two years after the date of the sale.
8. The Clatsop County Board of Commissioners reserves the right to reject any and all offers on real property. In the event the County does not accept an offer or removes a property from sale after taking bids, bidders will be refunded all deposit monies on that property.
9. Sales may also be conducted by written bid. To conduct a written bid auction, the County will advertise the property that is for sale and date and time of bid

closing in a newspaper of general circulation in the County at least 15 days before date of opening. Written bids received will be secured unopened until the bid closing. All submitted bids must be valid for a period of 30 days from date of opening. Property will be sold to the highest and best bidder who meets the conditions of the sale.

F. DISPOSITION OF PROPERTY THAT DID NOT SELL AT AUCTION

1. After each auction, surplus properties that did not sell will be made available for private sale for a price not less than 80% of the established minimum bid to the first person offering to purchase it. Any offer to purchase must be in writing, and is only accepted when approved by the Board of Commissioners.
2. Property that has not sold within one year of the first auction will be re-evaluated by the County Categorization Committee and either re-auctioned by oral bid or sold by written bid auction. The Categorization Committee shall establish the revised minimum bid price.
3. Tax foreclosed land that did not sell at auction may be exchanged for land of equal appraised value pursuant to ORS 275.060.

G. UNBUILDABLE LAND

1. Unbuildable tax-foreclosed property as defined by ORS 275.225 may be offered to contiguous property owners through private sale or trade. These parcels are usually small slivers of land that are of value only to the adjoining property owner and require time and expense to the County to manage.
2. The Property Specialist will maintain a list of these properties and initiate contact with contiguous owners. In identifying potential purchasers the property manager will take into account access to surrounding properties.
3. With the recommendation of staff, the Board of Commissioners will establish the minimum bids; authorize the Property Specialist to accept offers that meet or exceed the minimum bid and to prepare the deeds, and authorize the Chairperson of the Board of Commissioners or designee to sign Quit Claim deeds and purchase agreements.

H. EXCHANGES

Tax foreclosed property may be exchanged for property of equal value, pursuant to ORS 271.340, however, the property received shall be managed as tax foreclosed property.

I. MINERAL RIGHTS

Mineral rights may be sold as provided in ORS 275.312-316 or by public sale.

IV. MISCELLANEOUS

- A. The County may consider easements, sales or leases of County-owned parcels that involve lease agreements with the Department of State Lands and adjoining Floating Recreational Cabins if the applicant is in compliance with state and local land use regulations.
- B. The Property Management Specialist will be the Official Manager of the Clatsop Plains Pioneer Cemetery with the authority to operate a cemetery in municipal

ownership. This position is responsible for informing the Oregon Mortuary and Cemetery Board of any changes in management and care of the cemetery and for filing forms with the controlling authority.

398656-88

FILED

JUL 20 2017

OREGON
SECRETARY OF STATE

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF**

**GREATER OREGON BEHAVIORAL HEALTH, INC.
An Oregon Nonprofit Corporation**

The undersigned, in order to operate a corporation under ORS Chapter 65, the Oregon Nonprofit Corporation Act (the "Act"), hereby signs and verifies the following Amended and Restated Articles of Incorporation:

**ARTICLE I
NAME**

The name of the corporation is Greater Oregon Behavioral Health, Inc. (the "Corporation").

**ARTICLE II
TYPE AND DURATION**

The Corporation is a public benefit corporation and its duration will be perpetual.

**ARTICLE III
MEMBERSHIP**

The Corporation will have members within the meaning of the Act. The conditions, qualification, and voting rights of members will be set forth in the Corporation's Bylaws, as may be amended.

**ARTICLE IV
REGISTERED OFFICE AND AGENT**

The registered office of the Corporation is 401 E 3rd Street, Suite 101, The Dalles, OR 97058, and the registered agent is Kevin M. Campbell.

**ARTICLE V
PRINCIPAL OFFICE**

The mailing address of the principal office of the Corporation to which notices required under the Act, may be mailed is 401 E 3rd Street, Suite 101, The Dalles, OR 97058.

**ARTICLE VI
PURPOSES, LIMITATIONS, AND POWERS**

Section 6.1 Purposes. The Corporation is organized and will be operated exclusively for religious, charitable, scientific, literary, or educational purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or any successor provision.

Section 6.2 Limitations.

6.2.1 The Corporation will have no capital stock, and no part of its net earnings may inure to the benefit of any Director or Officer of the Corporation, or any private individual.



6.2.2 No Director, Officer, or any private individual is entitled, or may be entitled, to share in the distribution of any of the corporate assets upon dissolution of the Corporation, or upon the winding up of its affairs.

6.2.3 No substantial part of the activities of the Corporation may be the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted to Section 501(c)(3) organizations by the Code, and the Corporation may not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

6.2.4 Notwithstanding any other provisions of these Articles, the Corporation may not conduct or carry on activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(3) of the Code, or any successor provision, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Code, or any successor provision.

6.2.5 The Corporation is prohibited from engaging in any excess benefit transaction as defined in Section 4958(c) of the Code. The Corporation is prohibited from engaging in any act of self-dealing as defined in Section 4941(d) of the Code, from retaining any excess business holding as defined in Section 4943(c) of the Code, from making any investments that would subject the Corporation to tax under Section 4944 of the Code, and from making any taxable expenditure as defined in Section 4945(d) of the Code, as applicable. The Corporation shall make distributions at such time and in such manner that it is not subject to tax under Code Section 4942, as applicable.

Section 6.3 Powers. In general, and subject to such limitations and conditions as are or may be prescribed by law, or in the Corporation's Articles of Incorporation or Bylaws, the Corporation shall have all powers which now or hereafter are conferred by law upon a Corporation organized for the purpose set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the Corporation's purpose.

ARTICLE VII BOARD OF DIRECTORS

The management of the Corporation will be vested in a Board of Directors. The number, qualifications, terms of office, manner of election, time and place of meeting, and powers and duties of Directors shall be as prescribed by the Bylaws of the Corporation.

ARTICLE VIII LIMITATION OF DIRECTORS' LIABILITY

Directors and uncompensated Officers of the Corporation will have no civil liability to the Corporation or its members for conduct as a Director or Officer, except for breaches of the duty of loyalty to the Corporation, acts or omissions which are not in good faith or which involve intentional misconduct or knowing violations of law, unlawful distributions, transactions from which such Director or Officer derives an improper personal benefit, and any act or omission in violation of ORS 65.361 through 65.367, as in effect, or hereinafter amended. If the Oregon Nonprofit Corporation Act is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of Directors or Officers, then the liability of a Director or Officer will be eliminated or limited to the full extent permitted by the Act, as so amended. Any repeal or modification of this Article will not adversely affect any right or protection of a Director or Officer of the Corporation existing at the time of such repeal or modification for or with respect to an act or omission of such Director occurring prior to such repeal or modification.

ARTICLE IX INDEMNIFICATION

Section 9.1 Indemnification. Pursuant to ORS 65.387 to 65.414, the Corporation will indemnify, to the fullest extent provided in the Oregon Nonprofit Corporation Act, any Director or Officer who was or is a Party or is threatened to be made a Party to any Proceeding (other than an action by or in the right of the Corporation) by reason of or arising from the fact that such person is or was a Director or Officer of the Corporation. The determination and authorization of indemnification will be made as provided in the Act.

Section 9.2 Advancement of Expenses. The Corporation may pay for or reimburse the reasonable Expenses incurred by a Director or Officer who is a Party to a Proceeding in advance of final disposition of the Proceeding as provided in the Act.

Section 9.3 Insurance. At the discretion of the Board of Directors, the Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation against any Liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such Liability under the provisions of this Article.

Section 9.4 Nonexclusively Rights. The indemnification referred to in the various sections of this Article shall be deemed to be in addition to and not in lieu of any other rights to which those indemnified may be entitled under any statute, rule of law or equity, provision of the Articles of Incorporation, agreement, vote of the Board of Directors or otherwise.

Section 9.5 Definitions. Capitalized terms used in this Article and not otherwise defined herein will have the same meanings given them in ORS 65.387 to 65.414.

ARTICLE X AMENDMENT TO ARTICLES OF INCORPORATION

The Corporation reserves the right to amend or repeal any of the provisions contained in these Amended and Restated Articles of Incorporation in any manner now or hereafter permitted by law.

ARTICLE XI DISSOLUTION

Upon dissolution or winding up, all the Corporation's remaining assets must be distributed by the Board of Directors for one or more of the Exempt purposes within the meaning of Section 501(c)(3) of the Code, or any successor provision, or must be distributed to a state or local government for a public purpose.

[signature page follows]

398656-88

In Witness Whereof, I hereby declare that this filing is, to the best of my knowledge and belief, true, correct, and complete.

Dated this 8th day of December 2016.


Dwight Dill, Board Chair

Person to contact about this filing:

Henry T. O'Keeffe
401 E 3rd Street, Suite 101
The Dalles, OR 97058
henryo@gobhi.net
(541) 298-2101

HOME

OREGON SECRETARY OF STATE
► **Corporation Division**

business information center **business name search** oregon business guide

referral list business registry/renewal forms/fees notary public

uniform commercial code uniform commercial code search documents & data services

Business Name Search[New Search](#) [Printer Friendly](#)**Business Entity Data**

03-15-2018

11:15

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
398656-88	DNP	ACT	OREGON	05-02-1994	05-02-2018	YES
Entity Name	GREATER OREGON BEHAVIORAL HEALTH, INC.					
Foreign Name						
Non Profit Type	PUBLIC BENEFIT WITH MEMBERS					

Online Renewal:[Renew Online](#)[Click here to generate and print an annual report.](#)[New Search](#) [Printer Friendly](#)**Associated Names**

Type	PPB	PRINCIPAL PLACE OF BUSINESS		
Addr 1	401 E 3RD ST STE 101			
Addr 2				
CSZ	THE DALLES	OR	97058	Country UNITED STATES OF AMERICA

Please click [here](#) for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT	Start Date	07-20-2017	Resign Date	
Name	KEVIN	M	CAMPBELL			
Addr 1	401 E 3RD ST STE 101					
Addr 2						
CSZ	THE DALLES	OR	97058	Country	UNITED STATES OF AMERICA	

Type	PRE	PRESIDENT		Resign Date	
Name	KEVIN	M	CAMPBELL		

Addr 1	401 E 3RD ST STE 101				
Addr 2					
CSZ	THE DALLES	OR	97058	Country	UNITED STATES OF AMERICA











Type	SEC	SECRETARY		Resign Date	
Name	KIMBERLY		LINDSAY		
Addr 1	120 S MAIN 2ND FL				
Addr 2	PO BOX 469				
CSZ	HEPPNER	OR	97836	Country	UNITED STATES OF AMERICA


[New Search](#) [Printer Friendly](#) [Name History](#)


Business Entity Name	Name Type	Name Status	Start Date	End Date
GREATER OREGON BEHAVIORAL HEALTH, INC.	EN	CUR	05-02-1994	

Please [read](#) before ordering [Copies](#).

[New Search](#) [Printer Friendly](#) [Summary History](#)

Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
	RESTATED ARTICLES	07-20-2017		FI	Agent	
	AMENDED ANNUAL REPORT	03-31-2017		FI		
	AMENDED ANNUAL REPORT	04-05-2016		FI		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	12-29-2015		FI		
	AMENDED ANNUAL REPORT	04-03-2015		FI		
	AMENDED ANNUAL REPORT	06-02-2014		FI		
	NOTICE LATE ANNUAL	05-09-2014		SYS		
	AMENDED ANNUAL REPORT	04-16-2013		FI		
	AMENDED ANNUAL REPORT	04-11-2012		FI		
	AMENDED ANNUAL REPORT	05-04-2011		FI		
	AMENDED ANNUAL REPORT	03-25-2010		FI		
		04-08-2009		FI		

	AMENDED ANNUAL REPORT					
	AMENDED ANNUAL REPORT	03-28-2008		FI		
	AMENDED ANNUAL REPORT	04-19-2007		FI		
	ANNUAL REPORT PAYMENT	04-03-2006		SYS		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	04-20-2005		FI		
	CHANGE OF REGISTERED AGENT/ADDRESS	04-19-2005		FI	Agent	
	ANNUAL REPORT PAYMENT	03-31-2005		SYS		
	ANNUAL REPORT PAYMENT	03-23-2004		SYS		
	ANNUAL REPORT PAYMENT	03-28-2003		SYS		
	ANNUAL REPORT PAYMENT	03-27-2002		SYS		
	ANNUAL REPORT PAYMENT	03-30-2001		SYS		
	CHANGED RENEWAL	04-14-2000		FI		
	STRAIGHT RENEWAL	04-05-2000		FI		
	CHANGED RENEWAL	04-14-1999		FI		
	STRAIGHT RENEWAL	03-29-1999		FI		
	STRAIGHT RENEWAL	03-24-1998		FI		
	CHANGED RENEWAL	03-24-1998		FI		
	STRAIGHT RENEWAL	03-31-1997		FI		
	CHANGED RENEWAL	03-31-1997		FI		
	STRAIGHT RENEWAL	03-25-1996		FI		
	NB AMENDMENT	09-28-1995		FI		
	AMENDED RENEWAL	05-04-1995		FI		
	AGENT/AUTH REP CHNG	01-30-1995		FI		

	NEW FILING	05-02-1994		FI		
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[Policy](#) | [SOS Home](#) | [Oregon Blue Book](#) | [Oregon.gov](#)

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**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

March 28, 2018

Issue/Agenda Title: Providing Voter Pamphlets for All Elections

Category: Business Agenda

Prepared By: Cameron Moore, County Manager

Presented By: Cameron Moore, County Manager

Issue before the Commission: Providing Voter Pamphlets for all Elections

Informational Summary: In the early 2000's the Board of Clatsop County Commissioners approved a resolution discontinuing the practice of providing voter pamphlets for non-general elections. Since then Clatsop County has only produced and distributed voter pamphlets for primary and general elections held every two years in even years. Recently, in response to public input, the Board of Clatsop County Commissioners has asked county management to include the cost of printing and distributing voter pamphlets in the 2018-19 budget to provide a voter pamphlet for the 2019 elections.

Fiscal Impact: Approximately \$30,000

Options to Consider:

1. Confirm previous direction to management to include funds for a voter pamphlet in the 2018-19 budget.
2. Direct management to not include funds for a voter pamphlet in the 2018-19 budget
3. Provide different direction to management regarding future voter pamphlets

Staff Recommendation: None

Suggested Motion: *"I move to direct management to include funds for a voter pamphlet in the 2018-19 Clatsop County Budget."*

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

March 28, 2018

Issue/Agenda Title: Clatsop County Housing Study Contract

Category: Business Agenda

Prepared By: Cameron Moore, County Manager

Presented By: Cameron Moore, County Manager

Issue before the Commission: Entering into a contract with Johnson Economics/Angelo Planning Group to conduct an analysis of the current and future housing needs in Clatsop County and recommend strategies to ensure an adequate supply of affordable housing.

Informational Summary: Clatsop County is challenged by both the lack of availability and affordability of the variety of housing types necessary to meet the needs of current and future residents. In May 2017 City and County leaders from throughout the county met to discuss current and future challenges and agreed that housing was one of the most significant challenges facing every part of the county. Following that meeting the County manager met with the City Councils in Cannon Beach, Seaside, Gearhart, Warrenton and Astoria who all agreed to support and fund a comprehensive county-wide housing study with each city contributing \$10,000 and the County contributing \$50,000 for a total of \$100,000. A Steering Committee was formed to develop a Request for Proposals seeking firms to complete this work, review submitted proposals and recommend a consulting firm to complete this work. The Steering Committee includes: Mayor Henry Balensifer (Warrenton), Brett Estes (Astoria), Councilor Dan Jessie (Gearhart), Councilor Seth Morrissey (Seaside), Councilor Brandon Ogilvie (Cannon Beach), CEDR Director Kevin Leahy and County manager Cameron Moore.

The RFP was distributed in early January and the Steering Committee met in February to review and discuss the proposals that we received. Two firms were selected for in-depth interviews with the Steering Committee. Upon conclusion of the interviews the Steering Committee recommends that Clatsop County contract with Johnson Economics/Angelo Planning Group of Portland for an amount not to exceed \$100,000.

Fiscal Impact: \$50,000 in county funds/\$50,000 in city funds

Options to Consider:

1. Approve the contract with Johnson Economics to complete the comprehensive county wide housing study.
2. Direct staff to solicit additional firms to complete this work.

3. Table the issue and not complete the comprehensive county wide housing study.

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve the services agreement with Johnson Economics for a countywide comprehensive housing study and authorize the County Manager to sign."*

Attachment List:

- A. Professional Services Agreement with Johnson Economics
- B. Exhibit A – Scope of Work
- C. Exhibit B – Time and Fee Schedule



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

Contract No. C6531

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County ("County") and Johnson Economics ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$100,000 to be paid to Contractor by County, Contractor agrees to perform between date of execution and March 29, 2019, inclusive, the following specific personal and/or professional services:

Attachment: Exhibit "A" Proposal from contractor.

Payment Terms: Payment within 30 days of receipt of invoice and approval of work. Exhibit B Proposed cost of services.

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 \$600,000 for property damage and minimum of \$700,000 per person for bodily injury and no less than \$1,400,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

_____ (approved by County Counsel)

_____ (Contractor's Initials)

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

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

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

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

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

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

14. **FUNDING.** In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

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

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

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

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

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

FOR COUNTY:

Signature Date

Title

FOR CONTRACTOR:

Signature Date

Title

Address

City State Zip



Exhibit A

March 13, 2018

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

SUBJECT: Clatsop County Comprehensive Housing Study

Mr. Moore:

Pursuant to our recent discussion, we are pleased to present this proposal for professional services regarding the development of a Comprehensive Housing Study for Clatsop County, as well as partner cities of Astoria, Cannon Beach, Gearhart, Seaside and Warrenton.

It is our understanding that the County is seeking a detailed study of the current and future housing conditions in the county, as well as recommended strategies to better align the housing supply with local needs. The goal of this project is to help better define and quantify the challenge, and recommend potential solutions.

Against this background, the following scope of work provides for the necessary steps of outreach, analysis and recommendations. The end product would be a stand-alone report suitable for third party review as well as internal planning. The Scope of Work is followed by a detailed table of estimated hours and budget by task.

SCOPE OF WORK

Fulfillment of the above objectives will entail completion of the following analytical steps.

TASK 1: Project Management & Outreach

- 1.1: **Kick-off meeting and field visit:** Johnson Economics and Angelo Planning Group (Consultants) will schedule a day to visit County offices to kick-off this project, and meet stakeholders from partner Cities and agencies. At this meeting, the project team will review the planned scope and schedule, identify data and information sources, and clarify any questions about the process. This visit will also be coordinated with meetings with individual City partners to discuss the differing housing needs and priorities among communities.
- 1.2: **Technical Advisory Committee meetings (3):** The County will organize a Technical Advisory Committee (TAC) to meet at key times during this project to receive updates and provide feedback. The TAC may include representatives of the County, partner Cities, housing agencies and/or other key stakeholders that can provide professional insight on housing issues. TAC



meetings may also be open to the general public, to provide additional opportunities for public input. The County and partner cities would be encouraged to include information about these meetings on their Websites and/or via social media or interested parties email lists to spread the word about these opportunities (see below). The County would be primarily responsible for coordinating meetings. Consultants will provide an agenda, materials and presentations for these meetings as necessary.

- 1.3: **Project coordination phone meetings (up to 6):** Consultants will hold regular conference calls to update the County on progress, next steps and discuss project logistics. These calls should include the County's designated project manager, and any other partners as the project team deems necessary.
- 1.4: **Public Event (1):** Consultants will host one Public Event (likely in Open House format) during the second half of the project, to present preliminary findings and recommendations and elicit feedback from the general public. The County will help to coordinate the venue, timing and publicity for this event.
- 1.5: **One-on-One Meetings with County/Cities:** Consultants will visit the individual County and City partners to discuss preliminary findings, recommendations and priorities for each community. These meetings are distinct from those to be held at project kick-off, and are likely to happen in the second half of the project. This visit may be combined with the visit for the Public Event (Task 1.3).
- 1.6: **Website Content and Coordination:** During the project, Consultants will provide updates, information and products to be displayed on the websites of the County and partners. Consultants will coordinate with local web managers to provide content, but partners will be responsible for updating their own websites. Consultant will design and provide a link to an online survey vehicle. The survey will provide the public with a place to provide feedback and comments on the subject of housing throughout the process. The Consultant will collect and summarize results.

TASK 2: Housing Inventory and Forecast

Potential Data Sources: The analytical steps of this project will require a broad range of data sources that may include *but are not limited to* those listed below. The County and partners may be asked to provide some local data sources. Consultants will communicate when analysis may be limited due to a lack of sufficient or reliable data on a specific housing metric.



- US Census (Population, housing, employment)
- HUD CHAS data
- County and City (Permitting data, past housing market analyses, policies and codes, plans and studies, GIS)
- Affordable housing agencies (property and voucher data, tenant trends, and waitlists)
- State (QCEW employment data, economic indicators)
- Portland State University Population Research Center
- Major employer and workforce surveys
- CCC (Enrollment data, housing data)
- Local real estate professionals and property managers
- Third-party market data sources (Realtors, Nielsen Claritas, Zillow, RealtyTrac, etc.)
- Individual property listings
- Existing Buildable Land Inventories

2.1: **Profile current housing supply:** Consultants will use a range of data sources to profile the current housing supply in the County and Cities, on such variables as price, rent, size, type, affordability, appreciation, age and other factors. The analysis will differentiate between rental and ownership housing, as well as vacation homes and short-term rentals. Comparisons will be made within and across geographies and be presented in table, chart or map form, with explanatory text to best portray the information.

2.2: **Detail housing and demographic trends:** Consultants will use a range of data sources to demonstrate trends in housing and demographics over time. Metrics will include housing production, affordability, population, households, household size, age and income cohorts and other factors. Comparisons will be made within and across geographies and be presented in table, chart or map form, with explanatory text to best portray the information.

2.3: **Geospatial analysis:** Consultants will present key metrics in map form when data is available. Considerations will include the supply and location of buildable lands, zoning, urban growth constraints, topography, environmental constraints, inundation zones, other geographic factors. Key metrics from prior subtasks will be presented in map form when that presentation is informative. The Consultants will work with County and partner city staff to determine which information is most useful to evaluate and present both for the County as a whole and for individual cities.

2.4: **Develop demographic projections:** Consultants will use recent trends in demographics, housing and household size to estimate the breakdown of the projected future population. The model will be applied to the County and each partner City, and will identify the need for different types of housing based on household income, size and structure, preference to own or rent, as well as other demand factors. Demand be segmented to look at the needs of specific demographic groups.

2.5: **Estimate housing need:** The findings of housing demand will be compared to the current housing inventory and the types and densities allowed within local zoning designations to estimate future housing need and capacity. This work will tell us if the available land and zoning is suitable to meet future housing needs. Forecasts of housing need will be presented in five-year increments over the next 20 year period, and stratified by demographic categories.



TASK 3: Housing Recommendations

- 3.1: **Review existing plans and data:** Consultants will undertake an in-depth review of existing policies, plans, codes, programs and partnerships focused on housing needs in the County and partner Cities. County and Cities will assist in identifying and providing relevant documents and data to the extent possible.
- 3.2: **Evaluate housing goals, policies, and codes:** Consultants will compare current plans and policies to the findings of the technical analysis to evaluate if the identified housing needs are being addressed effectively by current strategies. Consultant will study incentive programs, policies, zoning designations, and regulations to ensure they support a range of needed housing types.
- 3.3: **Develop policy recommendations:** Consultants will develop a set of preliminary and final recommendations for addressing future housing needs in Clatsop County, and the partner Cities. Policy recommendations might include topics such as comprehensive plan language, zoning and development code, urban growth needs, permitted housing types, and other strategies that become apparent during the analysis. Recommendations will be vetted with the County and partners, and will be tailored to reflect the priorities of the different localities.
- 3.4: **Develop financial and incentive recommendations:** Consultants will evaluate constraints on private developers and housing agencies in producing housing, and recommend initiatives which may encourage more production of needed housing types. Recommendations may address construction costs, contractor availability and capacity, system development charges and fees, process costs, and other factors that become apparent during the analysis.
- 3.5: **Partnerships and capacity-building strategies:** Consultants will develop a set of recommendations on building partnerships and building capacity among local developers. Recommendations will be aimed at leveraging public and private funding to create or preserve more affordable or needed housing. Consultants will assess capacity of current home builders, their knowledge/capacity in a full range of housing types, and identify strategies to enhance these capabilities in Clatsop County.

Deliverables

- 4.1: **Comprehensive Housing Study Report:** Consultants will prepare a draft and final Comprehensive Housing Study Report which presents the technical analysis in reference tables, charts and maps. Explanatory text will be included as needed to describe the figures. The report will include an executive summary which provides an overview of the Clatsop County housing profile and highlights the key takeaways from the data.
- 4.2: **Housing Strategies Report:** Consultants will prepare a draft and final Housing Strategies Report which presents the recommendations in text, charts and maps as appropriate. The Housing Strategies Report will be designed as a section or appendix to the Study Report, but will also



function as a separate document. The report will be designed as an action-oriented plan, providing a roadmap of next steps in the County and its partners.



TIME AND FEE SCHEDULE

The following table presents the hourly rates of team members and projected hours/budget by task for this project. We propose a total cost of \$73,967 for this project, inclusive of expenses.

PROPOSED COST OF SERVICES AND TEAM ROLES

	JOHNSON ECONOMICS		ANGELO PLANNING		TOTALS	
	Johnson \$195	Buckley \$120	Hastie \$161	Kimmell \$90	Hours	Cost
Project Management & Outreach						
1.1 Kick-off meeting and field visit	8	8	8	8	32	\$4,528
1.2 Technical Advisory Committee meetings (3)	4	12	12	4	32	\$4,512
1.3 Project coordination phone mtgs (up to 6)	3	6	6	2	17	\$2,451
1.4 Public event (1)	4	4	4		12	\$1,904
1.5 2nd meetings with Cities	4	4	4		12	\$1,904
1.6 Website content and coordination		4	4	20	28	\$2,924
	23	38	38	34	133	\$18,223
Housing Inventory & Forecast						
2.1 Profile current housing supply		28	2	24	54	\$5,842
2.2 Detail housing and demographic trends	4	32			36	\$4,620
2.3 Geospatial analysis of housing inventory		5		47	52	\$4,830
2.4 Develop demographic projections	8	32			40	\$5,400
2.5 Estimate housing need	10	20	2		32	\$4,672
	22	117	4	71	214	\$25,364
Housing Recommendations						
3.1 Review Existing Plans and Data		8	5	24	37	\$3,925
3.2 Evaluate housing goals, policies and codes			12	20	32	\$3,732
3.3 Develop policy recommendations			24	24	48	\$6,024
3.4 Develop incentive and financial recommendations		12	2	12	26	\$2,842
3.5 Partnerships and capacity-building strategies			16	16	32	\$4,016
	0	20	59	96	175	\$20,539
Deliverables						
4.1 Prepare Comprehensive Housing Study Report	3	24		10	37	\$4,365
4.2 Prepare Housing Strategies Report		2	16	24	42	\$4,976
	3	26	16	34	79	\$9,341
Total Hours	48	201	117	235	601	
Total Labor Costs	\$9,360	\$24,120	\$18,837	\$21,150		\$73,467
Expenses (Third-party Market Data, Printing)						\$500
TOTAL PROJECT COST						\$73,967



The time required to complete Tasks 1 through 4 of the attached scope of work is approximately five months from project initiation. Please refer to the attached appendix for a summary of our reimbursable expenses, billing arrangements, and limiting conditions. (The budget specified above is inclusive of expenses.)

We would appreciate your written acceptance of this proposal-agreement by initialing the approved phase(s) and signing in the space provided below and returning one executed copy for our files.

Sincerely,

Jerald W. Johnson
Principal
JOHNSON ECONOMICS, LLC

AGREED AND APPROVED:

By: _____

Signature: _____

Title: _____

Date: _____



PROPOSAL-AGREEMENT APPENDIX

REIMBURSABLE EXPENSES

Upon submission of appropriate documentation, we shall be entitled to reimbursement for reasonable, out-of-pocket expenses incurred in connection with this project, as set forth below. At Cost:

- Hard copy reports if desired will be billed at \$45 per report.
- Long distance telephone charges if applicable.
- Delivery charges (air freight, messenger service, postage, etc.).
- Outside professional services for consumer research which includes subcontractor fees, respondent recruiting and incentive fees, focus group facility rental, computer tabulation, miscellaneous out-of-pocket charges.
- Outside secondary data required for the completion of assignments such as on-line data base charges, other publications, reports, maps and other miscellaneous out-of-pocket charges.
- Airline travel; auto rental, lodging and meals.
- Mileage at \$.55 per mile.

BILLING ARRANGEMENTS

We will submit work progress statements the first of each month with payment due within fifteen (15) days. In the event we do not receive such payment within said fifteen (15) day period, the statement is considered past due and work on the assignment may cease until such time that our billings are paid in full. Amounts outstanding thirty (30) days or more from date of statement are subject to a rebilling charge of 1-1/2% per month. Should you abandon the project during the progress of our work, billings will be rendered up to the date of receipt of written request for said abandonment and shall immediately become due and payable. In the event of any dispute relative to this assignment, the prevailing party shall be entitled to attorney's fees and costs.

Acceptance of this proposal-agreement is completed upon receipt of one executed copy for our files and a retainer fee equal to 25 percent (25%) of the professional fee. This retainer fee will be credited to your statement on a percentage of completion basis. In other words, the retainer credit on each monthly statement will equal fifty percent (25%) of the professional fee expended during the period of the statement. If we are not in receipt of a fully executed copy within thirty (30) days from the date hereof, this proposal-agreement shall be of no further force and effect and shall be deemed withdrawn.

ADDITIONAL SERVICES

In addition to the scope of work covered in this proposal, we will be available for work such as team meetings, planning and design review work; presentation to investors, lenders and/or public agencies; periodic updating of reports; financial analysis, design criteria, marketing plan; opinion research work; and other activities related to this project.

Additional team meetings and planning and design review sessions, with your prior approval, will be billed on the basis of professional time and expense based on our normal hourly or per diem rate. Proposals for other services, indicating scope of work, time and fee schedule, will be submitted upon request. Professional time for court appearances and depositions will be billed at 150% of existing hourly rates.



GENERAL LIMITING CONDITIONS

Client understands and agrees that all reports provided by JOHNSON ECONOMICS are subject to the following:

- A. Reports are prepared to answer specific questions, based on background information and assumptions provided by Client, concerning the areas surrounding specific developments or projects. Use of this report should, therefore, be limited to the purposes identified by Client, as recited in the Executive Summary. Client is warned not to rely on this report, or the data it contains, to analyze other developments or projects not identified in the Executive Summary, as the specific factual context and assumptions may differ.
- B. The information on which a report's analysis and conclusions are based is gathered from third party sources, which JOHNSON ECONOMICS believes to be reliable. However, because of the possibility of human or mechanical errors by outside sources, JOHNSON ECONOMICS, LLC does not guarantee the accuracy, adequacy, or completeness of any information obtained from third parties. Likewise, analysis based on such information cannot be guaranteed, as different input data could yield different results.
- C. Some raw data for the report may be collected from Client, or Client's organization, employees or independent contractors. JOHNSON ECONOMICS assumes that such information is accurate and reliable, and will not attempt to independently verify it unless specifically requested, in writing, by Client in this agreement.
- D. Reports prepared by JOHNSON ECONOMICS are intended to assist Client in making a business decision. Although JOHNSON ECONOMICS believes such reports to be accurate as of the date of publication, ultimately Client must exercise its own business judgment about whether to pursue a given project, or take a specific course of action. Reports generated by JOHNSON ECONOMICS are intended to assist Client's decision-making process, not replace it. Client is strongly encouraged to consult other sources, and to critically review the contents and conclusions of JOHNSON ECONOMICS's report(s).
- E. Reports provided by JOHNSON ECONOMICS LLC are neither real estate appraisals, nor broker's price opinions. JOHNSON ECONOMICS research associates are not state certified or state licensed real estate appraisers, and JOHNSON ECONOMICS is not a licensed real estate broker. Reports produced by JOHNSON ECONOMICS are, therefore, not estimates of the value of any specific piece of property rather. If Client wants an estimate of a specific property's value, Client is advised to hire an appraiser or real estate broker for that purpose.
- F. ALL REPORTS GENERATED BY JOHNSON ECONOMICS, LLC. ARE PROVIDED WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR, ANY PARTICULAR PURPOSE. Client agrees to indemnify and hold harmless JOHNSON ECONOMICS LLC, its officers, employees and independent contractors for any damages whatsoever (including, without limitation, direct, indirect, general, special or consequential damages) related to, or arising from, Client's use of this report.



- G. To protect the Client, and to assure that the research results of JOHNSON ECONOMICS's work will continue to be accepted as objective and impartial by the business community, it is understood that JOHNSON ECONOMICS's fee for the undertaking of this project is in no way dependent upon the specific conclusions reached or the nature of the advice given by JOHNSON ECONOMICS in their Report to the Client.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

March 24, 2018

Issue/Agenda Title: Withdrawing as a member of the Council of Forest Trust Land Counties (CFTLC)

Category: Business Agenda

Prepared By: Cameron Moore, County Manager

Presented By: Commissioners Lee and Sullivan

Issue before the Commission: Withdrawing membership in the Council of Forest Trust Land Counties (CFTLC).

Informational Summary: Forest Trust Lands are located in fifteen counties in Oregon. Over 70 years ago these lands were given to the State of Oregon by these fifteen counties to be held in trust on behalf of the counties but managed by the State of Oregon to achieve greatest permanent value. These fifteen counties are the only eligible members of the CFTLC, which was established by them in part to “Protect the trust and contractual relationship between the forest trust land counties and the State of Oregon, support sound, active management of county forest trust lands, protect the flow of revenues from county forest trust lands and support forest trust land counties in other matters.”

Clatsop County’s interests often seem to diverge from the other fourteen CFTLC members and at times do not seem to be of any importance to the other members. There is concern that the direction being charted by the other members is in conflict with the long term best interests of Clatsop County and the Clatsop State Forest.

Fiscal Impact: Annual cost savings of \$11,800 - yearly CFTLC dues plus special voluntary assessment.

Options to Consider:

1. Vote to withdraw from CFTLC and provide the required 90 day notice.
2. Table the issue and direct staff to gather additional information.
3. Take no action.

Staff Recommendation: Staff will take direction from the Board.

Attachment List:

- A. Bylaws of the Council of Forest Trust Land Counties

BYLAWS OF THE COUNCIL OF FOREST TRUST LAND COUNTIES

ARTICLE I

Name and Objectives

Section 1 -- Name:

This organization shall be known as the Council of Forest Trust Land Counties. The Council shall be a subcommittee of the Association of Oregon Counties.

Section 2 -- Objectives:

(a) Protect the trust and contractual relationship between the forest trust land counties and the State of Oregon, relating to management of the county forest trust lands.

(b) Support sound, active management of county forest trust lands, which fulfills their primary purpose of forest production and their important contribution to long-term community sustainability.

(c) Protect the flow of revenues from county forest trust lands for essential local public services.

(d) Support forest trust land counties in other matters where they may have responsibility related to county forest trust lands.

(e) Provide an organization that will effectively communicate these Objectives.

ARTICLE II

Membership

Section 1 -- Who is eligible:

Each of the 15 counties in which forest trust lands are located shall be eligible for membership.

Section 2 -- How acquired:

An eligible county may become a member by payment of the dues assessment for the current year.

Section 3 -- How discontinued:

A county may withdraw from membership by providing notice to the Board of Directors of the Council of its decision to withdraw at least ninety days before actually doing so.

ARTICLE III

Finance

Section 1 -- Membership dues and assessments:

The annual membership dues for individual counties shall be determined by the Board of Directors in the following manner:

(a) The Board of Directors shall submit to the Council a proposed budget for the next year, which shall be intended to provide adequately for activities of the Council during that year.

(b) After adoption of the budget by the Council, the Board of Directors shall assess membership dues to each of the member counties under the following formula:

To Tillamook County - 30 percent of the total dues.

To Clatsop County - 20 percent of the total dues.

To Clackamas, Columbia, and Washington Counties - $16\frac{2}{3}$ percent of the total dues, pro-rated on an acreage basis.

To Benton, Lincoln, Linn, Marion, and Polk Counties - 16-2/3 percent of the total dues, prorated on an acreage basis.

To Coos, Douglas, Josephine, Klamath, and Lane Counties - 16-2/3 percent of the total dues, prorated on an acreage basis.

(c) At any time, the Council may amend its budget or approve additional assessments.

(d) If the Board of Directors determines that a county is unable to pay its full dues assessment because of highly unusual fiscal problems in the county, the Board may adjust that county's dues assessment appropriately.

Section 2 -- Expenditures:

Expenditures shall be made as provided by the budget. Expenditure of additional assessments, unexpected revenues, or reserves shall be preceded by an appropriate budget amendment.

ARTICLE IV

Officers

Section 1 -- Officers:

The officers of the Council shall be the Chair and Vice Chair. Each office shall be held by an elected member of a county governing body. The officers shall exercise the usual powers and duties incident to their offices.

Section 2 -- Election and term of office:

An officer shall be elected by action of the governing bodies of at least two-thirds of the counties. An officer shall be elected on or before December 31st, for a term of one year, but shall hold office until the successor is elected. The

term of an officer shall begin the day after election of that officer. There is no limit on the number of terms an officer may serve.

Section 3 -- Vacancies:

A vacancy in the office of Chair shall be filled immediately by the Vice Chair, who shall continue as Chair until the next election. A vacancy in the office of Vice Chair shall be filled by appointment of the Board of Directors until the next election.

ARTICLE V

Board of Directors

Section 1 -- Membership:

(a) The Board of Directors shall consist of the officers, who shall not have a vote, and five voting members. An officer may also hold a voting-member position. A voting member shall be an elected member of the governing body of a county that position represents. The voting-member positions are:

Position #1 - representing Tillamook County.

Position #2 - representing Clatsop County.

Position #3 - representing the group of Clackamas, Columbia, and Washington Counties.

Position #4 - representing the group of Benton, Lincoln, Linn, Marion, and Polk Counties.

Position #5 - representing the group of Coos, Douglas, Josephine, Klamath, and Lane Counties.

(b) A voting member for Position #1 or #2 shall be elected by action of the governing body of the county represented. A voting member for Position #3 shall be elected by action of governing bodies of at least two of the counties represented. A voting member for Position #4 or #5 shall be elected by action of governing bodies of at least three of the

counties represented.

(c) A voting member shall be elected on or before December 31st, for a term of one year, but shall hold office until a successor is elected. The term of the voting member shall begin the day after the election of that member. There is no limit to the number of terms the member may serve.

(d) A vacancy in a voting member position shall be filled in the same manner as subsection (b) of this section.

Section 2 -- Meetings and quorum:

Meetings of the Board of Directors may be held at anytime upon call of the Chair or of any two voting members. Three voting members shall constitute a quorum. The Board of Directors may conduct business electronically, by mail, or by telephone conference.

Section 3 -- Duties and powers:

The Board of Directors shall have general supervision of the affairs of the Council, subject to the will of the Council expressed at any of its meetings. The Board of Directors shall formulate policies and procedures, appoint and direct the Executive Director, and do what is necessary to accomplish the objectives of the Council.

ARTICLE VI

Executive Director

Section 1 -- Qualifications:

The Executive Director shall be a competent, qualified individual and a resident of the State of Oregon.

Section 2 -- Appointment:

The Executive Director shall be appointed by the Board of Directors, and shall serve at the pleasure of the Board. The Executive Director may be an employee of the Association of Oregon Counties.

Section 3 -- Remuneration:

The Executive Director shall be compensated and have expenses paid as directed by the Board of Directors by agreement with or in consultation with the Association of Oregon Counties.

Section 4 -- Duties:

The duties of the Executive Director shall be defined by the Board of Directors, subject to the will of the Council expressed at any of its meetings.

ARTICLE VII

Council As A Whole

Section 1 -- Duties and powers:

The Council as a whole shall have the power to adopt and amend the budget, amend these bylaws, and express its will to the Board of Directors at any of its meetings.

Section 2 -- Annual Meeting:

The Council as a whole shall hold its Annual Meeting in connection with the Annual Fall Conference of the Association of Oregon Counties.

Section 3 -- Other meetings:

The Council as a whole shall meet upon call by at least five counties.

Section 4 -- Quorum:

Six counties shall constitute a quorum. The Council as a whole may conduct business electronically, by mail, or by telephone conference.

Section 5 -- Voting:

At a meeting of the Council as a whole, each county shall be entitled to only one vote. A county may appoint one of its governing body members as voting delegate for the county, by written notice to the Executive Director.

ARTICLE VIII

Amendments

These bylaws may be amended at the Annual Meeting or at a special meeting of the Council as a whole called for this purpose. An amendment may be adopted only upon affirmative vote of two-thirds of the counties present.

[Note: Approved by all 15 member counties between November 14 and December 22, 2000.]

