



# CLATSOP COUNTY BOARD OF COMMISSIONERS

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

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## Regular Meeting

August 9, 2017

Judge Guy Boyington Building, 857 Commercial, Astoria

### **Regular Meeting: 6:00pm**

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

1. FLAG SALUTE
2. ROLL CALL
3. AGENDA APPROVAL
4. PRESENTATIONS
  - a. Long Term Financial Plan .....{Page 1}
5. PROCLAMATION
  - a. Support for Harm Reduction Program .....{Page 39}
6. **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.*
7. **CONSENT CALENDAR**
  - a. Resolution and Order appointing Manager Pro-Tem & Alternate Manager Pro-Tem .{Page 41}
  - b. Board of Commissioners Work Session Minutes 7-12-17 .....{Page 45}
  - c. Board of Commissioners Regular Meeting Minutes 7-12-17 .....{Page 47}
  - d. Award of contract to Columbia River Contractors for Guardrail Installation.....{Page 53}
8. **BUSINESS AGENDA**
  - a. Consider an offer on county owned property .....{Page 75}
  - b. Formal categorization of certain county owned properties .....{Page 85}
  - c. Approve reappointments to the Ambulance Service Area Advisory Committee .....{Page 101}
  - d. Approval of the IGA with OHA for substance abuse prevention services .....{Page 105}
9. **COMMISSIONERS' REPORTS**
10. **COUNTY MANAGER'S REPORT**
11. **ADJOURNMENT**

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

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



Ms. Monica Steele, Finance Director  
Clatsop County  
800 Exchange Street, Suite 410  
Astoria, Oregon 97103

Dear Ms. Steele,

Attached is our report relating to our engagement assisting the County with the Long-Term Financial Planning project.

Thank you for the opportunity to work with you and the County. We would also like to express our appreciation to those individuals we spoke with during this part of the project for their responsiveness and assistance.

Sincerely,

PlanB Consultancy, Inc.





# Clatsop County, Oregon Long-Term Financial Planning Project

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## Introduction



To assist the County in updating its Long-Term Financial Plan, six (6) separate but related tasks were identified:

- Task 1** Assess the County’s financial condition, specifically in regard to the General Fund.
- Task 2** Assess the County’s infrastructure and provide an analysis in terms of major maintenance and renovation, related costs, and options for funding.
- Task 3** Review the County’s current special revenue and reserve funds.
- Tasks 4-5** Review the County’s current operational and financial plans and policies in the context of sustainability and the long-term financial planning process.
- Task 6** Identify and recommend key performance indicators relevant to the long-term financial planning process.

This report addresses each of these tasks as a separate section with the exception of Task 2 which was removed from the scope and will be addressed separately with the County. Each section of the report provides a summary of the respective task’s objectives, our approach to the task, and results with any stated recommendations offered.



# Financial Condition



## Objectives

**Task 1: Assess the County's financial condition, specifically in regard to the General Fund.**

The objectives of this task were to:

1. Review the County's indirect cost allocation plan with respect to methods used to allocate internal service costs to departments and the respective bases for those allocations.
2. Consider new or alternative revenue sources to the County and provide a summary of opportunities.
3. Schedule and analyze historical trends in the County's General Fund expenditures over the previous five (5) years.

## Approach

We obtained from the County a variety of information and documents relating to the completion of this task including:

- OMB Cost Allocation Plan for fiscal year 2017-18,
- Full Cost Allocation Plan for fiscal year 2017-18,
- indirect cost rates for fiscal year 2017-18,
- process documentation relating to the County's cost allocation plan structure and implementation,
- General Fund revenues as obtained from the County's budget documents and audited financial statements, and
- history of General Fund expenditures for the previous five (5) years, obtained from the County's audited financial statements.

### Cost Allocation Plans

Based on our review of documents and information provided, we found that the County's indirect cost rates and cost allocation plans appear to comply with federal requirements related to grant programs and with best practices for the allocation of internal costs across programs. We noted no specific concerns with amounts included in the cost allocation pools or the methodologies applied.

### Alternative Revenue Sources

We looked to other Oregon counties for information regarding alternative revenue streams not currently used by the County, specifically local income taxes or local sales taxes as requested by County staff. We did not identify any other counties in Oregon that utilize these specific revenue sources. We did identify several counties that have opted to implement and collect a



tax on marijuana sales within their jurisdictions. We understand that the County currently has this under consideration.

## Results

Our review of the County's 2017-18 cost allocation plans and rates identified some minor comments:

1. We reviewed the bases for cost allocation of the Full Cost Allocation Plan for Budget 2017-18 as presented in Schedule E – Summary of Allocation Basis and noted that for the Board of County Commissioners there were two (2) bases used; the number of agenda items heard by the Board and the number of FTE per the adopted budget. While the number of agenda items heard for each program appears to directly correlate to where the Board spent its time and resources, the number of FTE appears to be only peripherally related to the work of the Board.
2. Also in the Full Cost Allocation Plan for Budget 2017-18, there were four (4) separate allocation bases listed for the County Manager. While each appears to have some relationship to the functions and responsibilities of the County Manager, the marginal value of having multiple bases does not appear to justify the tracking and use of those individual measures for purposes of allocating costs to departments. We have a similar question as relates to Finance and Treasury where three (3) separate and distinct bases are used in the area of cash and investment management.
3. In the Full Cost Allocation Plan for Budget 2017-18, we noted in Schedule E – Summary of Allocation and Basis under Dues & Assessments that audit and accounting fees appear to be allocated on the basis of operating expenses per organizational unit. This allocation does not appear to take into consideration allocation of audit fees to federal grant programs and the related audit requirements associated therewith. Audit fees may often be considered direct allowable costs of federal programs, and allow the County to reduce amounts allocated as indirects.

## General Fund Revenue Source Analysis

As part of our work under Task 1, we reviewed current revenue streams to the County's General Fund budgeted for fiscal year 2017-18 as provided by County staff, and a five-year history of those revenues. Highlights of our evaluation are as follows:

- Property taxes show a consistent 3% growth per year in line with statutory limits on growth in assessed value and reflecting no significant impacts of new construction. Barring legislative changes or evidence of significant construction activity in the Clatsop County, it appears that continued projection of property tax revenue growth at this rate is appropriate.



- We noted that the County reported consistent revenues in the \$2-3 million range for Timber and Land Sales as a category for fiscal years 2011-12 through 2013-14. Those revenues significantly dropped in fiscal year 2014-15 and going forward. That reduction was offset by a likely increase in fiscal year 2014-15 in the Other Taxes category indicating that the County reclassified timber revenues from one category to the other on the advice of their independent auditors.
- Chart 1 below illustrates that the distribution of revenues within the General Fund has remained relatively steady over the five years under analysis with the exception of the reclassification noted above.

Chart 1: General Fund Revenues by Category



Our review of comparative revenues in similar counties revealed generally similar distributions though classifications vary slightly across entities. The principal difference noted is in reference to timber revenues in that Clatsop County holds the bulk of timber revenues in the Special Projects Fund for general capital purposes and the counties we compared to typically record these revenues in the General Fund when applicable.

**General Fund Expenditures Analysis**

In completing Task 1, we captured and compared General Fund expenditures at the department and category (personal services, materials and services, capital outlay, other) levels for the five (5) years beginning with fiscal year 2011-12 and continuing through fiscal year 2015-16. Amounts for this analysis were obtained from the fund statements of the County’s audited financial statements. For each department and category within, we calculated the five-year total expenditures, five-year average expenditure level, and the average change per year over the five years in both dollars and percentage. We also looked at total expenditures for the



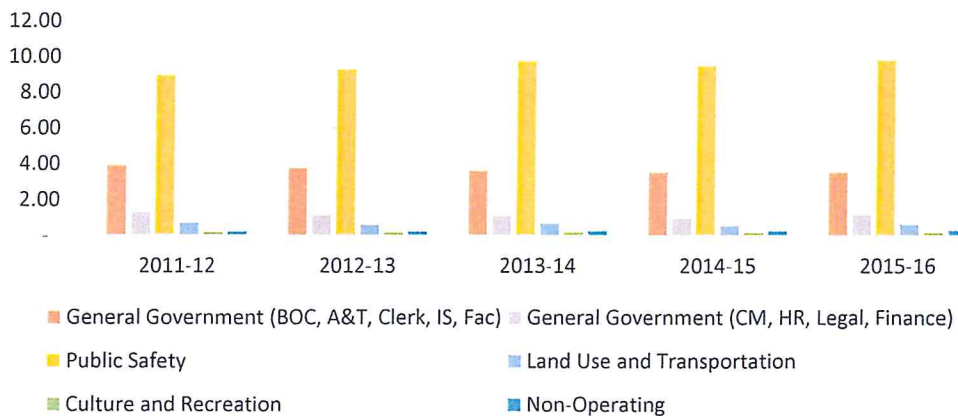


General Fund relative to the five-year average and total increase over the five years. Finally, we evaluated personal services in total for the General Fund to assess the five-year average, average annual change over the five years, and comparison of 2015-16 to the five-year average. Personal services as a category represents approximately 78% of total General Fund expenditures over the five years under analysis.

Overall, the General Fund has recognized a net 1% average annual growth for each of the five years. This change is almost completely driven by increases in personal services costs each year per collective bargaining agreements and COLA adjustments for unrepresented staff. Total increases above the 1% level in personal services have been offset by reductions in other categories of spending in order to manage the General Fund budget. The CPI-U (all urban consumers) for Portland, Oregon for the five years under review has averaged approximately 2.6%. this increase compared to the County’s 1% growth in General Fund expenditures indicates a reduction in buying power, in that the County is getting less for its dollars spent due to inflationary pressures.

Chart 2 below shows that the distribution of General Fund expenditures by function was consistent throughout the five years of our evaluation.

Chart 2: General Fund Expenditures by Function



Some specific observations we noted in our review of General Fund expenditures include:

- Conversations with County staff indicated that the County has designed and implemented technology platforms as an affordable option to retail or contractual alternatives resulting in significant savings. The County has recognized a total reduction in annual expenditures for fiscal year 2015-16 versus 2011-12 of more than \$131,000 and an average annual reduction over the five year of approximately 8% per year.





- Personal services costs in the General Fund increased an average of 1% annually over the 5-year period, 2% in total for the five years, and ended only slightly above the five-year average. Approximately 70% of General Fund employees are covered under collective bargaining agreements and average 2.5% per year increase in salaries and wages. It appears that the increases in salaries and wages have been offset by vacancies or other reductions in programs to manage to the 1% average growth in personal services costs. These offsets over time may impact the service levels of programs within the General Fund.
- There was a significant decrease in personal services costs for fiscal year 2014-15 (6% or \$661,000) that reversed in fiscal year 2015-16 ending just above the five-year average. A contributing factor appears to be internal promotions at the department head level, and savings due to leaving the previous positions vacant. As vacancies throughout the General Fund are filled, there were increases in personal services for 2015-16.
- Expenditures in the County Manager Department trended down for four years and spiked in 15-16 related to new manager coming on board. However, fiscal year 2015-16 is still less than the five-year average for that department.
- The Human Resources Department showed a significant increase in fiscal year 2015-16, well above the five-year average and the low in fiscal year 2013-14. An increase in materials and services expenditures appears to be driving the departmental increase. The increase appears to represent amounts paid for professional search and recruiting services and costs paid to an interim director.
- The Assessment and Taxation Department has seen expenditures trending down over past five years. Total expenditures for fiscal year 2015-16 are below the five-year average. Those reductions reflect reorganization efforts within that department.
- Expenditures for County Counsel were trending down but rebounded in fiscal year 2015-16. They though, are still below the five-year average.
- In evaluating expenditures for the County Clerk - Elections, we expected a “seasonal” effect with increases in election years. Expenditures appear less variable than anticipated. Personal services increased in fiscal year 2012-13 and held for several years then dropped in fiscal year 2015-16.
- Personal services costs have trended down for Clerk-Records with a significant drop in fiscal year 2015-16 indicating either a vacancy or a reduction in staffing.
- Our evaluation indicated a consistent increase in Dues and Special Assessment over the five years with an average of 9% growth each year.
- We noted a significant increase in Animal Control over the five years with an average of 9% growth each year. This may reflect a resetting of Commission priorities in this area or an increase in service levels versus prior years.



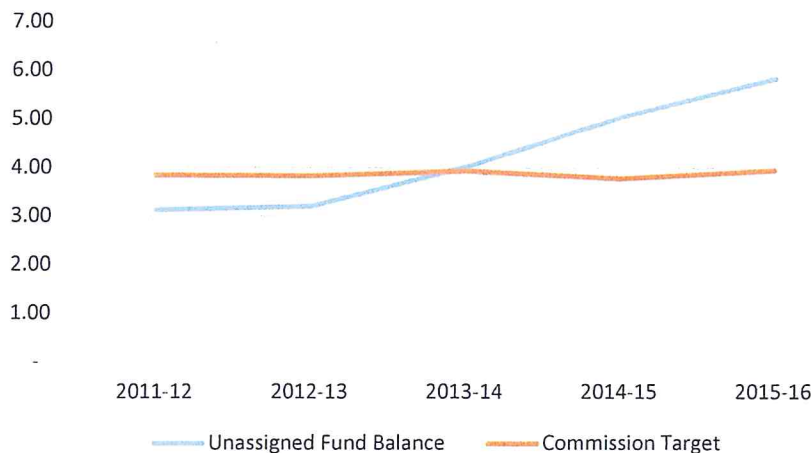
- Expenditures have doubled in five years for the Medical Examiner Department and it appears that the function was brought in-house in fiscal year 2015-16.
- Expenditures in the Juvenile Department average 12% growth in costs per year for the five years. The increase appears to be driven by increases in personal services costs.
- There has been significant growth in personal services costs in the Community Development Department measuring 11% average growth per year.

**Analysis of Fund Balance in the General Fund**

Total expenditures for fiscal year 2015-16 are 2% above the 5-year average and show 3% total growth in the General Fund over the 5-years since 2011-12. During this same period, General Fund revenues experienced a total growth of 22% or approximately 5% average growth per year. The delta between revenues and expenditures has allowed the County’s General Fund to increase total fund balance approximately 164% since fiscal year 2011-12 - from \$3.6 million to \$5.8 million at the end of 2015-16. Unassigned fund balance in the General Fund for 2015-16 is approximately 37% of expenditures indicating a very healthy level working capital for the County’s governmental operations going into the 2017-18 fiscal year and beyond.

Chart 3 below illustrates the General Fund’s unassigned fund balance over the five years relative to the Commissioners’ target of 25% of expenditures. As the chart shows, effective with the 2013-14 fiscal year, the County has exceeded that target.

Chart 3: General Fund Unassigned Fund Balance





## Reserve Funds



## Objectives

### **Task 3: Assist the County in updating its Long-Term Financial Plan.**

The objectives of this task were to:

1. Prepare a brief explanation of the primary types of reserves in use or allowed by Oregon Budget Law, their purpose, and the methods of funding commonly used for existing reserves.
2. Create a schedule of the county's current reserves; determine their stated purpose, actual current usage, and method of funding. Determine adequate reserve levels for the next 10 years for the county's General Fund and Special Projects Fund.
  - a. Compare the reserves to those used in other similar jurisdictions of our size (by population) to determine which are common, which are unique, and what types Clatsop County has not utilized.
3. Perform in-depth analysis of the Special Projects Fund. Prepare an analysis of the fund's activity for the last ten years and compare it to the current fund's purpose as stated in the Board's policies. Project the Special Projects Funds activity for the next five years using assumptions developed within the County. Project what, if any, portion of the annual timber receipts should be used for General Fund operations. If it is determined that using timber revenue for General Fund operations is appropriate, determine a funding level that the County can depend upon receiving annually, considering a variety of methodologies and the advantages and disadvantages of each methodology. Consider: Volatility of lumber prices, possible loss of timber revenue due to legislative action, environmental activity, etc.
4. Analyze the need for a General Fund Stabilization account.
  - a. Determine what the adequate funding level should be to stabilize General Fund operation at current Board approved levels of service and based on results of above number 3.
  - b. Determine annual allocation needed to achieve stated goal in above 4.a.

## Approach

We initially obtained and reviewed specific information provided by County staff including budget documents, audited financial statements, and Board Resolutions and Orders. Our review focused on the stated objectives and our resulting questions and comments reflected our understanding of best practices related to budgeting and reporting for special revenue and reserve funds, similar funds in comparable organizations, compliance with Oregon Local Budget Law, and GAAP requirements for financial reporting.



Following an initial review of the County's special revenue and reserve funds, we discussed our questions with appropriate County staff for clarification and additional information on which to base our conclusions and recommendations.

In addition to our evaluation of the County's special revenue and reserve funds, we specifically analyzed the County's budgeting and reporting practices for the General Fund and the Special Projects Fund with respect to timber revenues and the related General Fund Stabilization Account. We considered the County's current policies and practices in the context of best practices for budgeting and financial reporting and particularly GAAP requirements for reporting stabilization arrangements in the County's financial statements.

## **Results**

Based on our review of documents and follow up discussions with County staff, we found that the County's budgeting and reporting of special revenue funds appears to comply with State law and GAAP requirements as applied to governmental entities. We noted no situations where the current use or purpose of special revenue or reserve funds was inconsistent with original or intended use. In most cases, special revenue and reserve funds were established to provide accountability and transparency to specific revenue streams and/or expenditures restricted by law, grant requirements, third parties, or the County's Board.

Specific observations include:

### **County's Special Revenue/Reserve Funds**

#### **Marine Patrol Fund**

The Marine Patrol Fund has been established principally to account for funding for services through State Marine Board grants. Other counties surveyed indicated that like services were accounted for within the Sheriff's Department of the General Fund. The County's use of project accounting could provide appropriate tracking of expenditures to the grant and eliminate the need for a separate fund and subsidizing transfers from the General Fund. Such a change would be consistent with the best practice of maintaining a minimum number of individual funds to account for the activities of the County.



**Recommendation 1:**

The County should consider eliminating the Marine Patrol Fund and accounting for these revenues and related expenditures either in a special grants fund (special revenue fund type) or under the Sheriff's Department in the General Fund.

**Liquor Enforcement Fund**

This fund was established to account for revenues related to liquor-related offenses and expenditures at the discretion of the District Attorney. The fund is no longer receiving monies other than interest which is transferred to the District Attorney Program. This fund is currently slated to be closed to the General Fund.

**Recommendation 2:**

The County should follow through with plans to close the Liquor Enforcement Fund to the General Fund.

**Grant-Related Funds**

Clatsop County, as with many other counties, receives and expends a significant amount of federal funding under a variety of federal programs. Revenues from federal programs are recorded in the various funds and programs associated with the funded activities as are the related expenditures. An alternative may be to create a Grants Fund as a special revenue fund and account for specific federal awards received and expended in a centralized fund. This approach helps to provide visibility and support compliance with federal requirements as well as segregation from other non-program expenditures. Expenditures can be tied to specific funding sources and revenue streams through use of the County's account code structure and/or project accounting.

**Recommendation 3:**

The County should consider establishing a single special grants fund (special revenue type) to account for all governmental activity grant programs. Each grant can be identified as a program or division within the fund to properly account for expenditures.

**General Fund and Special Project Fund Reserves**

The County has a policy for maintaining reserves in the form of fund balance in the General Fund. This policy is informally applied to other operating funds as a matter of practice by County staff. The County's budget policies call for a budgeted contingency in the General



Fund of at least 10% and no less than \$1.5m. The Board of Commissioners' stated target for unassigned fund balance in the General Fund is 25% of expenditures.

Best practices for contingency and fund balance as established by the Government Finance Officers Association of the United States and Canada (GFOA) call for specific minimum fund balance thresholds for all operating funds as a percentage of budgeted revenues or expenditures, or in terms of "x" number of months of operations. GFOA identifies several benefits of maintaining adequate fund balances and reserves including flexibility to address unforeseen spending that may be required, absorb the impacts of economic downturns or revenues that don't materialize, and as an indication of financial strength and stability to improve bond ratings. Specifically, the GFOA recommends operating contingencies and fund balances of no less than two months operating revenues or expenditures, adjusted for local conditions. Agencies like Standard and Poor's or Moody's have similar guidelines for assigning bond ratings to local governments; fund balance within a range of 8% to 15% supports a rating of "strong", and above 15% supports a rating of "very strong". These ratings translate directly to interest rates on bonds issued. In our review of the County's policies and plans (Tasks 4 and 5), we identified a recommendation related to fund balance and reserves for operating funds. That recommendation is repeated here as relevant to the scope of Task 3.

**Recommendation 4:**

The County should adopt a comprehensive policy around contingency and fund balance for its primary operating funds in accordance with best practices identified by GFOA. Such a policy would incorporate the following:

- Targets for budgeted contingency in each respective operating fund, stated as a percentage of budgeted revenues or expenditures of that respective fund, or in terms of "x" number of months of operations. Current practice appears to support budgeted contingency of 25% of budgeted expenditures, or up to four (4) months of operations.
- Related to the budget concept of contingency, a target for unrestricted fund balance stated as a percentage of revenues or expenditures, or in terms of "x" months of operations, and considering risk factors and other drivers such as the size of the government and political support for reserves in setting the target.
- The potential to fund the reserve target with excess revenues over expenditures or one-time revenues.
- Conditions for use of reserves and subsequent replenishment.

**Special Projects Fund**



We performed an analysis of the County's Special Projects Fund based on more than ten years of history provided in the County's financial statements and budget documents. We found that the County's current use of the Fund is consistent with its initial establishment, and appropriate in the context of Oregon Local Budget Law and GAAP reporting.

We further analyzed the County's allocations of timber revenues to form conclusions with regard to amounts retained in the General Fund versus those transferred to the Special Projects Fund to support capital expenditures. Capital expenditures for governmental activities (versus those associated with the County's enterprise funds) appear to be guided by the County's Capital Improvement Plan both in the short- and long-term, and amounts transferred to the Fund appear to be adequate to fund those requirements along with a reasonable level of contingency.

### **Timber Revenues**

As a component of this Task, we specifically evaluated the County's treatment of timber revenues as reported in the General and Special Projects Funds as they relate to the maintenance of a General Fund Stabilization Account. The following details that analysis.

The County's financial policies make reference to a General Fund Stabilization Account (Account) to be maintained within the Special Projects Fund. Per policy, the Account is to be funded from timber revenues in excess of annual operational needs in the General Fund. The County's Board of Commissioners has established a target of \$2m for the Account, which will be used to offset any future shortfalls in the General Fund resulting from reductions in timber receipts. The County's policy regarding the Account states that if amounts retained in the General Fund are insufficient to support service levels, then amounts retained in the Account may be transferred to the General Fund to make up for any shortfall resulting from a reduction in timber revenues. The current policy lacks specificity in terms of the magnitude of shortfall that would trigger use of the Account, how that shortfall is determined, or how the Account is reported in the financial statements or identified in the budget.

Based on historical analysis of timber revenues recorded and reported in the General Fund and in the Special Projects Fund, we noted several opportunities to clarify and improve the transparency of budgeting and reporting related to the Account. Discussions with County staff and our review of audited financial statements indicate that timber revenues are budgeted and reported in total in the General Fund. Amounts in excess of the 15-year low





for timber receipts are budgeted and transferred to the Special Projects Fund. The amounts retained in the General Fund may be used for general operations without restriction. Amounts transferred to the Special Projects Fund are budgeted for capital requirements and one-time expenditures. Per policy, any excess is to be allocated to the General Fund Stabilization Account.

There is no specific line item budget for the Account within the Special Projects Fund and staff has historically assumed that the amounts identified as unappropriated ending fund balance represented the Stabilization Account for budget purposes. Similarly, there has been no segregation of fund balance for the Special Projects Fund in the County's audited financial statements related to the Account or any other purpose. As of June 30, 2016, the total ending fund balance in the Special Projects Fund was approximately \$6.2 million per the audited financial statements and was classified as assigned to capital projects.

The County's current budgeting and accounting/reporting practices related to the Account are informal. Formalization of budgeting and financial reporting related to the Account will require a significant change in the County's current methods to conform to best practices and the requirements of GAAP as identified in GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.

GASB Statement No. 54 specifically addresses stabilization arrangements, properly reported in the General Fund, providing guidance for classifying fund balance amounts on the face of the balance sheet and requiring disclosure of certain information in the notes to the financial statements. Paragraph 20 of the Statement references the specific situation at the County, describing a stabilization arrangement established to address a revenue shortfall at some point in the future. For financial statement reporting, the Statement requires that the specific circumstances for use of the Account be identified in the notes to the financial statements. Based on the level of restriction (or lack of) on use of the Account, amounts would be reported in the appropriate classification of fund balance within the General Fund.

**Recommendation 5:**

The County should incorporate into its annual budget:

- transfers to the Special Projects Fund only in an amount anticipated to meet the capital requirements of that fund.
- retain timber revenues to fund the General Fund Stabilization Account within the General Fund, and budget as non-departmental other charges – Reserve



for General Fund Stabilization in the full amount set aside for that purpose (i.e. \$2 million).

no amounts identified in the Special Projects Fund as unappropriated ending fund balance.

**Recommendation 6:**

Through formal action by the Board of Commissioners (Resolution and Order), the County should specifically report in its audited financial statements a commitment of fund balance in the General Fund equal to the balance of the General Fund Stabilization Account.

**Recommendation 7:**

The County should report fund balance in the Special Projects Fund amounts either restricted, committed, or assigned to capital projects consistent with the respective restrictions placed on those amount.

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# Policy

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## Plans and Policies



## Objectives

**Task 4-5: Review the County’s current operational and financial plans and policies in the context of sustainability and the long-term planning process.**

Task 4 and 5 were performed concurrently and form the basis for this section. The objectives of this task were to:

1. Consider fiscal impacts of implementation and/or continuation of operational plans/policies in terms of FTE, direct and indirect dollar costs, and other resource requirements or allocations.
2. Consider specific, dedicated resources identified and respective operational policies and plans and those that are funded through general or discretionary means.
3. Determine the appropriateness and impact of financial plans and policies on the ability to manage County finances.

## Approach

We initially obtained and reviewed plans and policies provided by County staff. Our review focused on the stated objectives and our resulting questions and comments reflected our understanding of best practices related to operational and financial policies/plans, similar policies and plans in comparable organizations, and stated priorities of the County Commissioners. The specific plans and policies provided and reviewed were comprised of the following:

- Fiscal and debt policies
- County Administrative Policy and Procedure No. A-9 (fee schedule)
- Budget Policies – Resource Management Plan
- Investment Policy
- Capital Asset and Infrastructure Policy
- Capital Improvement Plan 2016-17

Following an initial review of the plans and policies, we discussed our questions with appropriate County staff for clarification and additional information on which to base our conclusions and recommendations.

## Results

Through our review of documents and follow up discussions with County staff, we found that the County’s operating and financial policies and plans were generally well-written and provide



a framework for managing operations and finances consistent with stated priorities related to sustainability of operations. Overall, plans and policies are complete and comprehensive, appear to be appropriately integrated where relevant, and contain no direct conflicts.

The following pages present the results of our assessment and analysis of each respective policy and plan reviewed.

### **Fiscal & Debt Policy**

The review of Fiscal & Debt Policies provided by County staff resulted in the following comments and related recommendations:

- With respect to revenue, policies state that fees and user charges are established with consideration to full cost of services. Further discussion with County staff indicated that market factors are also taken under advisement in the setting of fees and charges. We believe this comprehensive approach to setting of fees and charges is appropriate.
- Grants are vetted at the respective department or program level prior to application. Once awarded but prior to acceptance by the County, the grant must be approved at multiple levels including legal and finance where the cost/benefit of administering the specific grant program is considered. These required reviews and approvals are administrative practice for the County but not specified in the written revenue policies.

#### **Recommendation 1:**

The County should:

- consider involving Budget and Finance in the vetting of grants for cost/benefit considerations prior to filing the application to avoid unnecessary effort and expense.
  - consider formally stating in policy, the required chronology of the grant review, approval, and application process and what specific approvals are required.
- Expenditure policies reference the need to plan for, and consider impacts, of capital budgets on operational spending though there is no formal policy language in the County's expenditure policies nor in the County's Capital Improvement Plan (CIP)<sup>1</sup>.

#### **Recommendation 2:**

The County should consider developing and including language in its expenditure policies referencing capital budgeting and spending in accordance with the established CIP and specifically with respect to

<sup>1</sup> See discussion of the County's CIP later in this report.



identifying potential impacts of capital construction and acquisition on operational budgets in terms of FTE, maintenance, etc.

- The County's debt policies address the consideration of financing options to best match with the specific project considered. The evaluation of whether a project should be funded from fees and charges (i.e. pay as you go) versus financing through short- or long-term debt obligations appears to hinge on the cash flows of the County and relevant reserves available to the project. The County's policy does not appear to consider the matching of current or future benefits with costs of receiving those benefits as a factor in making funding decisions (i.e. whether to fund through current receipts or to utilize long-term borrowings).

**Recommendation 3:**

The County should consider revising language used in its debt policies to supplement the cash flow basis for funding decisions with the consideration of current versus generational or future benefits, and match the funding mechanism to those expected benefits, such that those receiving the benefits share in the costs.

- Debt policies specifically tie the issuance of long-term financing obligations to projects identified in the County's CIP. This helps to ensure long-term financing plans consistent with the priorities set for capital construction and acquisitions.
- Debt policies clearly state that the County will attempt to issue bonds through competitive sale. This approach limits the ability to recognize the potential benefits of a negotiated sale transaction. For example, if the County is not well established in the market and known to investors, a negotiated sale may provide a favorable rate of interest versus a competitive sale and/or reduced issuance costs. The County's current policy language appears to be unnecessarily limiting.

**Recommendation 4:**

The County should broaden its policy language to consider both competitive and negotiated sale transactions in its consideration when planning to issue long-term debt and consider the potential benefits of each in the context of the specific issuance.

- Debt policies specifically identify current RMV and calculated debt limits per statute and require the County to manage outstanding debt within these limits. It is unnecessary to issue a policy that the County will comply with current law.

**Recommendation 5:**

The County should consider eliminating this language from its current debt policies.



- Currently, the County has no policy regarding interest rates charged on interfund borrowings and its current practice appears to be that interest is not charged between funds involved in these transactions. Best practices support an appropriate cost of borrowing on interfund loans consistent with prevailing rates and with final rates set by the Budget and Finance Office. Other common terms associated with interfund borrowings include:
  - identification of the transaction as a loan versus a transfer,
  - approvals required,
  - stated term/amortization period for the loan,
  - amortization on a level repayment schedule, and
  - consideration of any legal restrictions on interfund borrowings.

**Recommendation 6:**

The County should consider the development and adoption of a policy setting certain terms and conditions for interfund borrowings as identified above.

**Policy A-9; Fees and Charges**

We reviewed the County's Policy A-9 which serves as a master fee and charge schedule<sup>2</sup>. We noted in our review and subsequent discussions with County staff, that fees and charges are set based on a combination of full cost recovery for related services and consideration of market factors. County staff indicated the last comprehensive fee study was performed approximately two (2) years ago and was implemented in the 2015-16 fiscal year. The County's fee and charges schedule appears to be comprehensive for County services.

**Recommendation 7:**

The County should continue to regularly (annual or biennial) review and evaluation of fees and charges to incorporate any significant changes in underlying costs or market influences.

**Budget Policies and Resource Management Plan**

Our review of the County's budget policies and Resource Management Plan<sup>3</sup> indicated that the County continues to be conservative in its budget practices and focused on managing scarce General Fund resources.

The County Commissioners establish service priorities which become the basis for allocating funding resources and setting appropriations through the County's annual budget process.

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<sup>2</sup> revised as of December 2016

<sup>3</sup> adopted by the Board of Commissioners in January, 2017



While those priorities may be revisited mid-year, the Commissioners seldom reset priorities outside of the budgeting cycle according to County staff. Our review of the County's Budget Policies and Resource Management Plan resulted in the following observations.

- The County adopts a balanced budget for all funds. In doing so, budgeted expenditures are balanced with total resources rather than annual revenues, in effect, allowing maximum flexibility in the budget plan, and for the potential to spend down beginning balances. The County does not have formal policy requirements to match recurring revenues with recurring expenditures and limit the use of beginning balances and one-time resources to capital or other non-recurring expenditures.

**Recommendation 8:**

Consistent with best practices identified by the GFOA, the County should consider adopting a more rigorous structure and definitions relating to preparing a "balanced budget". The County should consider policy statements formally requiring one-time resources be matched with one-time expenditures/uses, and recurring resources be paired with recurring uses. Similarly, the County should consider impacts on reserves and fund balance of each fund in the submission of a balanced budget for consideration by the Budget Committee and the Board of Commissioners. These are current practices of the County, however they are not formally established in policy.

- General Fund budgets are established using a "base budget" concept whereby General Fund departments start with the prior year adopted budget as a baseline for the current year request. Any changes in FTE or service levels must be proposed separately as a Personnel and Work Program Justification for consideration by the Board of Commissioners. Additionally, the base budget from the prior year may be modified for known situations such as vacant positions not expected to be filled, or one-time expenditures not expected to repeat. While popular, incremental budgeting of this type institutionalizes past spending patterns counter to the conservative objectives of the County.

**Recommendation 9:**

Consistent with best practices identified by the GFOA, the County should consider clearly stating in policy certain steps to ensure that operational budgets align with critical priorities and current needs in its programs and departments including:

- critical examination of past spending patterns.
- developing a strong relationship of budgeted amounts to key performance indicators such that spending can be related to outcomes and budgets adjusted based on performance.





- linking operating budgets to long-term, strategic financial and operational plans to ensure priorities are reflected in the allocation of scarce resources over time.
- The County's budget policies stress that costs be appropriately assigned to the departments and programs where they occur through the use of interfund and interdepartmental charges and indirect cost allocations. The County's formal cost allocation plan allocates costs per the most recent audited financial statements. The bases for allocation are evaluated with the annual readoption of the cost allocation plan, and reflect any recent or current changes to programs that directly affect those bases (i.e. changes in FTE or square footage utilized by a given program). The County has included a structural review of the cost allocation plan as part of our review of the Long-Term Financial Plan.
- The County employs a base budget for the General fund, which holds expenditure appropriations to prior year levels. Similarly, programs that receive budget transfers from the General Fund are held to prior year baselines. Adjustments (one time or to base levels) are made for known changes in activity.
- The County has a stated policy for budgeting contingency in the General Fund of at least 10% and no less than \$1.5m. The Board of Commissioners' stated target for unassigned fund balance in the General Fund is 25% of expenditures. There is no formal policy for budgeting contingency in other funds though County staff explained that a similar approach is applied when practical. Additionally, the County has no formal policy for identifying or maintaining General Fund or operating fund reserve levels as a means of providing stability to operations in case of unforeseen circumstances. Such a policy has several benefits including resiliency of operations, maintaining good standing with rating agencies, potentially avoiding interest costs through self-funding of projects or short-term cash shortfalls, and general liquidity.

**Recommendation 10:**

The County should adopt a comprehensive policy around contingency and fund balance for its primary operating funds in accordance with best practices identified by GFOA and to support the continued resiliency of the General Fund and other operating funds. Such a policy would incorporate the following:

- Minimum targets for budgeted contingency in each respective operating fund, stated as a minimum 15% percent of budgeted revenues or expenditures of that respective fund, or two (2) months of operations. Current practice appears to support budgeted contingency of 15-20% of budgeted expenditures, or up to four (4) months of operations.
- Related to the budget concept of contingency, a minimum target for unrestricted fund balance stated as equal to two (2) months of



- operations, and considering risk factors and other drivers such as the County's size and political support for reserves in setting the target.
  - The potential to fund the reserve target with excess revenues over expenditures or one-time revenues.
  - Conditions for use of reserves and subsequent replenishment.
- The County has established a General Fund Resource Stabilization Account as a line item in the Special Projects Fund, primarily in response to uncertainties around continued availability of timber receipts. The target balance for the Stabilization Account is set at \$2m.

**Recommendation 11:**

The County should consider clarifying language consistent with GAAP around the Stabilization Account to include funding sources, planned use, and any approvals required.

- The County's policy statement with respect to matching funds clearly states that if state or federal funding to a program is reduced, there should be no offsetting increase in funding from the County if the program is primarily funded by non-General Fund resources. This statement reinforces the County's position on protecting and maintaining scarce General Fund resources. It also implies a bias of funding over service levels and what may be priorities of the County irrespective of funding. Similarly, the County maintains a policy that services historically funded from dedicated revenues such as grants and fees/charges should continue to be so funded, and not generally be subsidized by more discretionary, general revenues. The policy states that exceptions may be made on a case by case basis.

**Recommendation 12:**

The County should consider revising policy language in this area to ensure consistency with philosophies of service levels and commitments to constituents as well as consideration of funding.

- The County maintains a five-year CIP and capital project budgets often span multiple fiscal years and budget periods. The County's current practice, though not specifically stated in policy, is to budget the full amount of the project in the first year and carry over any unexpended appropriations to the subsequent years. This practice provides maximum flexibility in the timing of project expenditures.

**Recommendation 13:**

The County should consider formally establishing in policy its current capital budgeting practice. Projects spanning multiple years may be identified specifically as such in the CIP, and tracked in comparison to individual annual



capital budgets so as to maintain accountability to the total estimated project cost.

- The County's policy for expenditure reductions (if necessary) indicates a "surgical" approach to such reductions rather than an "across the board" type of reduction. The County's approach is designed to maintain certain prioritized services intact at the expense of other services eliminated, rather than impacting all services and potentially the quality of those services across all programs. The County's approach to budget reductions is consistent with best practices.

### **Capital Asset and Infrastructure Policy**

We reviewed the County's Administrative Policy and Procedure No. 27 relating to capital assets and infrastructure, dated January 9, 2008. This policy sets the procedures and expectations for accounting and reporting capital assets of various types as well as infrastructure in accordance with Accounting Principles Generally Accepted in the United States (GAAP) for governmental entities. Our review resulted in the following observations:

- The County's current policy for self-constructed assets including internally developed software is consistent with current GAAP. The policy clearly indicates which costs should or should not be capitalized in the recording and reporting of these specific types of assets.
- The County's policy for capitalizing ancillary costs identifies that for furnishings, equipment, software, and other capital assets, extended maintenance contracts or warranties should be capitalized in the initial cost of acquiring the asset. This practice appears counter to the GASB's guidance in this area in that extended warranties and/or maintenance contracts are more appropriately recorded as prepaid items when paid for then amortized or expensed over the term of the warranty/contract.

#### **Recommendation 14:**

The County should consider revising its current policy with respect to capitalizing costs associated with extended warranties and maintenance contracts as a part of the cost of the related capital asset. Current GAAP identifies these costs as more appropriately recorded and reported as prepaid items that are then expensed over the term of the warranty/maintenance contract.

- The County has established estimated useful lives for various classifications of capital assets.



**Recommendation 15:**

In light of current GASB considerations, the County should consider re-evaluating stated estimated useful lives for significant assets based on its past experience and the consideration that if an asset is fully depreciated (i.e. exceeded its estimated useful life per the policy) and is still in use, then the estimated useful life was likely understated.

**Capital Improvement Plan**

The County recently developed and implemented a five-year Capital Improvement Plan (CIP) for planning the acquisition, construction, and financing of major capital projects, equipment, facilities, and other capital assets. The CIP is meant to provide a guide to establishing County priorities as determined by the Board of Commissioners for capital acquisition and construction. It also directs the annual budget process with respect to these projects and a focus beyond the current year. Our review of the CIP resulted in the following observations.

- The County's CIP is developed from existing CIP (i.e. projects carried over from the prior year either as pending or in process), master plans, and input from County staff and the Board of Commissioners. Projects are summarized by year, by type, and by anticipated cost. Projects are also prioritized given a rating of one (low) to five (high). Criteria for establishing priorities are clearly stated in the plan.
- All amounts in the CIP (expected costs and financing or funding sources) are stated in current dollars.
- The County's CIP also establishes criteria and guidelines for planned replacement of vehicles and equipment based on recommended guidelines for age, type, use, and budget considerations. Those criteria are clearly stated within the CIP. The CIP also sets criteria for equipment and vehicle maintenance as a basis for estimating those costs and funding plans over time.

**Recommendation 16:**

The County should consider expanding the presentation in its CIP to provide additional details and information on specific projects. Typically, a comprehensive CIP will provide details of each project anticipated over the five-year term including:

- estimated start and completion dates,
- estimated costs to acquire/construct,
- a timeline for those costs across budget years/cycles,
- any anticipated impacts to operational costs (i.e. additional FTE, cost savings, additional maintenance costs, etc.), and
- any other relevant information that may impact the County's planning and budgeting related to the projects included.





## Objectives

### Task 6: Identification and recommendation of key performance indicators (KPI's).

The objectives of this task were to:

1. Obtain and review current KPIs associated with County financial performance.
2. Based on knowledge and experience with other local governments, identify applicable KPIs in use.
3. Obtain KPIs used by other municipalities.
4. Identify applicable KPIs to be used by Clatsop County to measure its long-range financial objectives.

## Approach

In discussion with the County and review of existing KPI's related to various departments and operations, we attempted to evaluate those measures and how they are used by the County to evaluate success, effect change, increase effectiveness and efficiency, and/or allocate budget resources. In the context of the County's long-term financial planning efforts, KPI's become a valuable source of information in planning and implementation of program efforts.

We reviewed the County's most recent budget document for KPI's currently identified by various programs. In addition, we reviewed the budget documents of a number of other Oregon counties to obtain KPI's for comparative purposes. The counties for which we obtained comparable KPI information were:

- Lincoln County
- Yamhill County
- Deschutes County
- Clackamas County

Finally, we reviewed best practices information related to KPI's available through the GFOA. This information relates both to the types of KPI's utilized and for what purposes.

## Results

A key performance indicator (KPI) is a measurement of the success of an organization or a specific activity. Success is defined in a number of ways. Often, it is the periodic achievement of some levels of operational goal (e.g.: stakeholder complaints, average payable timeframe, IT uptime, etc.). It can also be defined in terms of making progress toward strategic goals. The

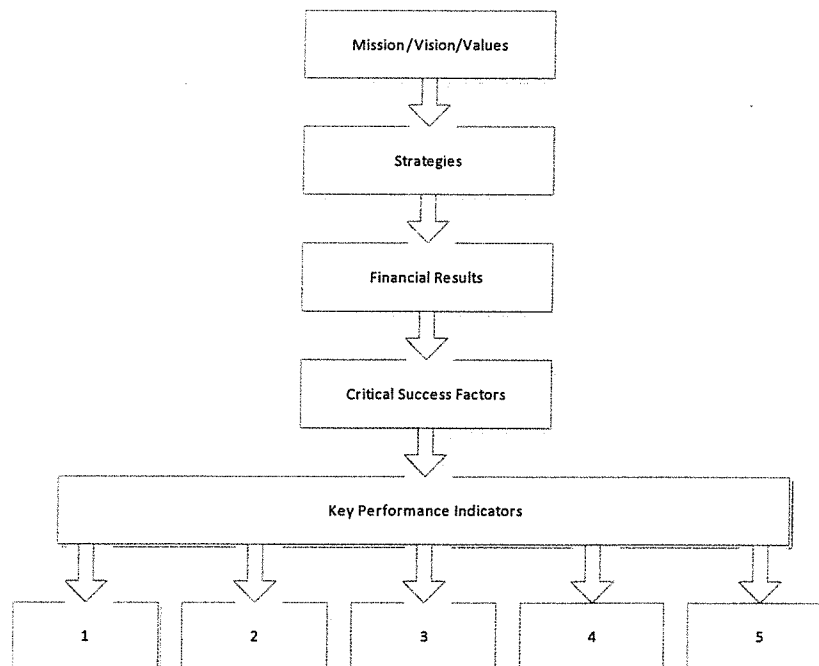


appropriateness of stated KPI's is dependent on an understanding of what is important to the County, what should be measured, and if they lead to the identification of potential improvements.

The use of performance measures in local government is being driven by increased citizen demands for government accountability, greater interest on the part of local legislators in performance related information to assist in program evaluation and resource allocation decisions, and the efforts of various organizations and professional associations to make governments more results-oriented.

Performance measurement allows policymakers, managers, and citizens to evaluate the quality and effectiveness of government services. Performance measures include inputs (resources used), outputs (program activities), efficiency measures (ratio of inputs to outputs), and outcomes (the actual results of programs and services). Many performance measurement systems are limited to measuring program inputs and outputs. Ideally, performance measurement efforts will also generate information about program results and outcomes.

KPI's should result from, and thus directly support the County's Mission/Vision/Values and strategies:





A number of characteristics determine the quality of proposed KPIs, including:

- **Timeliness** – the acceptable time-lag between the period of time that the data covers and its availability given the risks in basing decisions on data that is out of date, no longer accurate and non-representative of current performance.
- **Practicality** – acceptable methodologies and data collection systems and the feasibility of acquiring and maintaining these over time.
- **Comparability** – the implications for using the data to make comparisons over time, between target groups, or across similar programs and jurisdictions.
- **Avoidance of perverse incentives** – potential behavioral incentive effects of performance measures include manipulation of data and other counter-productive behaviors. Counterbalancing indicators may be needed if negative behavioral incentive effects are identified.
- **Quantity** – balance prudence with comprehensiveness in stipulating the number of indicators (2-3) that will ensure an even coverage of the most important performance aspects of a program being measured.
- **Balance** – providing a balanced overall picture of the most significant aspects of what is happening, particularly the effectiveness in achieving intended results, timeliness, and for services, equity and appropriateness for all users.

In our review of performance measures presented as part of the County’s budget information, we found that the majority of the County’s programs presented *output-based* performance measures versus *outcome-based* performance measures. Output-based measures are commonly used as they are easily quantifiable and measureable and provide a quick reference to workloads, etc. Additionally, the information is often readily available to support output-based KPI’s.

Rather than being the means to an end, often the presentation of KPI’s in relation to the budget cycle becomes the focus on the end itself. Information is compiled and presented and can provide the basis for high-level analytics related to performance, but is not directly tied to future actions to build on successes, improve operations, or allocate resources such as personnel or budget dollars. Performance measurement in the absence of performance “management” becomes little more than an exercise in math. Unless the measures result in specific actions (an outcome), questions arise as to their meaningfulness. Simply measuring something does not necessarily make it important.





The County will benefit from a re-evaluation of its current KPI's in this context of outputs versus outcomes. The following is an example of tying KPI's to outcomes directly related to the County's long-term financial planning efforts referenced targets for fund balance and contingency:

- The Board of Commissioners' stated target for unassigned fund balance in the General Fund is 25% of expenditures. There is no formal policy for budgeting contingency in other funds though County staff explained that a similar approach is applied when practical. Additionally, the County has no formal policy for identifying or maintaining General Fund or operating fund reserve levels. Such a policy has several benefits including maintaining good standing with rating agencies, potentially avoiding interest costs through self-funding of projects or short-term cash shortfalls, and general liquidity.

Establishing KPI's around building and maintaining sufficient contingencies and fund balance allows the County to monitor and manage balances consistent with their stated goals and objectives for effective fiscal practices. There is a direct relationship between the KPI and a financial outcome for the County.

**Recommendation 1:**

The County should establish and monitor KPI's related to maintenance of sufficient fund balance and contingency in its operating funds in accordance with best practices outlined by the GFOA.

Other opportunities to establish KPI's with a direct relationship to the County's long-term financial planning process can be identified across the organization.

**Recommendation 2:**

The County should consider the following:

- County-wide personnel costs as a percentage of total operating costs
- Department personnel cost as a percentage of total operating costs
- Average personnel costs per FTE
- Benefits costs as a percentage of salaries and wages

Opportunities also exist for the County to tie KPI's to outcomes and support strengthening of the relationships between those KPI's and process improvement as well as resource allocation.

**Recommendation 3:**

The County should consider revising current program workload measures to be more outcome-based.



Below are some examples of current measures stated in the County's budget document and how they might be meaningfully related to outcomes.

#### **Assessment and Taxation**

The Assessment and Taxation Department measures a number of specific outputs and workloads. Relating these current measures to FTE and related budgetary costs can help the Board make meaningful priority decisions about those workloads and whether they align with the County's target service levels. Understanding how the specific measure impacts the Department and its operations is key to helping the Board prioritize budget resources. Further, focusing on those measures where there is an element of control with the Department increases the value of the measure in making resource decisions. Limiting the number of measures to those that have the greatest impact or are targeted for specific analysis and action help to focus the energies of the Department as well as the attention of the reader.

#### **County Clerk - Records**

The County Clerk - Records Department identifies performance measures currently related to the indexing and digitizing of documents. It is unclear from these output-based measures how meeting or not meeting these objectives contributes to or detracts from the ability of the County to either comply with regulatory requirements or improve the efficiency or effectiveness of the Department. If the Board was to allocate additional funding or reduce appropriations in the Department, what would be the impacts of those decisions to service levels internally and externally? Specifically, would the County or its constituents benefit from accomplishing the digitizing earlier or would it suffer from reducing the target numbers for the year?

#### **County Manager**

The County Manager has stated performance measures related to progress on County goals and related communications with the public. These measures may be related to Board directives and strategic efforts through evaluation of outcomes of progress made and quality/quantity of public communications. For example, the County Manager may implement a citizen survey to determine satisfaction levels with the quality and quantity of communications to the public as well as determining the preferred media for those communications. The County Manager may obtain feedback from the Board relating to progress on stated County goals and then use that information to determine impacts on citizens and the County organization.

#### **Corrections Division**

The Corrections Division lists four (4) performance measures in the County's 2016-17 budget document. There are no stated thresholds associated with the measures to provide for measurement of progress or completion and it is unclear how the measures relate to the strategic direction of the Sheriff's Department or the Division itself. The



County is interested in financing a new corrections facility and it would be reasonable to see the Corrections Division establish performance measures oriented toward that effort. For example, the Division may identify performance measures around the development of a facilities management plan and cost projections to integrate costs associated with design and construction, planned maintenance, and resulting costs of operations (i.e. additional FTE, increased utilities costs, increased energy efficiencies, etc.). An additional outcome-based performance metric would be the timely evaluation of current operations for increased efficiency and effectiveness of processes related to the booking, lodging, confinement, and feeding of inmates in anticipation of relocation to a new facility. That evaluation would provide key information for building design and functionality.

It is critical to relate meaningful performance measures to subsequent actions in order to implement true performance-based management. The results of performance measures established should drive changes in practice in the following year to either correct or enhance programs based on the specific results achieved. Budgets should be evaluated, in part, on the ability of the department or program to establish meaningful performance measures related to the strategic direction and goals of the County, identify results in relation to those measures, and adjust current practice to maximize efforts and outcomes on a continuing basis. The more successful a program is in utilizing its resources towards positive outcomes, the more resources should be allocated to continue those advancements. Conversely, programs that are ineffective or inefficient with current levels of resources should not necessarily be rewarded with additional funding.



**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**August 9, 2017**

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**Issue/Agenda Title:** Support for Harm Reduction Program

**Category:** Proclamation

**Prepared By:** Staff

**Presented By:** Michael McNickle, Public Health Director

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**Issue before the Commission:** Proclaim support for Public Health Department's Harm Reduction Program.

**Informational Summary:** On July 12 Public Health Director Michael McNickle presented the Board with the department's plan to launch a Harm Reduction needle exchange program. The initiative, which will provide clean needles to injection drug users, is designed to reduce the spread of infectious diseases such as HIV, viral hepatitis and syphilis caused by the sharing of needles, as well as to reduce the threat to the community from improperly disposed used needles.

**Fiscal Impact:** None.

**Options to Consider:**

1. Approve the resolution and order proclaiming the Board's support for the Public Health Harm Reduction Program.
2. Do not approve the resolution and order.

**Staff Recommendation:** Option #1

**Recommended Motion:** *"I move to approve the Resolution and Order proclaiming the Board's support for the Public Health Harm Reduction Program."*

**Attachment List:**

- A. Proclamation

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

IN THE MATTER OF PROCLAIMING     )  
SUPPORT FOR PUBLIC HEALTH        )  
HARM PREVENTION PROGRAM         )     **RESOLUTION AND ORDER**

**WHEREAS**, Clatsop County, like the United States as a whole, is experiencing a rise in heroin abuse; and

**WHEREAS**, the sharing of needles among injection drug users puts them in extreme risk of exposure to serious infectious diseases including HIV, viral hepatitis and syphilis, as documented in the high infection rates among drug users; and

**WHEREAS**, improper disposal of syringes used by injection drug users exposes the general public to the danger of injury and infection; and

**WHEREAS**, the Clatsop County Public Health Department, in pursuit of its primary mission of reducing harm from health risks including injection drug use, has developed a pilot needle exchange program that will provide clean syringes in exchange for used syringes; and

**WHEREAS**, needle exchange programs have operated in jurisdictions across the United States for more than 25 years, with no evidence they encourage drug use; and

**WHEREAS**, it is in the interest of all Clatsop County citizens to reduce the spread of infectious disease and potential injury associated with injection drug use;

**NOW, THEREFORE**, be it hereby resolved that the Board of County Commissioners of Clatsop County proclaims its support for the Clatsop County Public Health Harm Reduction Program.

DATED this 9th day of August, 2017

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

\_\_\_\_\_  
Scott Lee, Chairperson

**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**August 9, 2017**

---

**Issue/Agenda Title:** Resolution and Order Appointing Manager Pro-Tem and Alternate Manager Pro-Tem

**Category:** Consent Calendar

**Prepared By:** Monica Steele, Assistant County Manager/Budget & Finance Director

**Presented By:** Cameron Moore, County Manager

---

**Issue before the Commission:** Consider appointing a County Manager Pro-Tem and an Alternate County Manager Pro-Tem.

**Informational Summary:** The Clatsop County Code of Regulations Chapter 1.04, Section 1.04.010 requires the Board of County Commissioners to designate a manager pro tempore to assume the powers and duties of the County Manager in his or her absence. (Ordinance 11-14). This is different than the appointment of an interim county manager required by Section 2(B) of the Charter, which occurs when the office is vacant or the County Manager is unable to perform his or her duties. To ensure a chain of command in the event of disaster, and to provide additional coverage when management is traveling, the County has traditionally appointed an alternate pro-tem as well (although it is not required by Charter or Code).

With Monica Steele assuming Assistant County Manager duties effective July 1, 2017 it is still prudent to establish an alternate pro-tem. In the event both Mr. Moore and Ms. Steele are unavailable it is recommended that Chief Deputy Sheriff Paul Williams be appointed as alternate pro-tem. The attached Resolution and Order continues with the appointment of Monica Steele as manager pro-tem and appoints Paul Williams as alternate pro-tem.

**Fiscal Impact:** None

**Options to Consider:**

1. Approve the resolution and order as drafted appointing a manager pro-tem and an alternate pro-tem and authorize the Chair to sign.
2. Amend the resolution and order and authorize the Chair to sign.
3. Elect to not approve a resolution and order at this time.

**Staff Recommendation:** Option #1

**Recommended Motion:** *"I move to approve the resolution and order as drafted appointing Assistant County Manager/Budget and Finance Director Monica Steele as manager pro-tem and Chief Deputy Sheriff Paul Williams as alternate manager pro-tem and authorize the Chair to sign."*

**Attachment List:**

A. Resolution and Order



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

5 IN THE MATTER OF APPOINTING AN ) RESOLUTION AND  
6 ALTERNATE PRO-TEM COUNTY MANAGER ) ORDER  
7  
8

9 WHEREAS, The Clatsop County Code of Regulations Chapter 1.04, Section  
10 1.04.010 E requires the Board of County Commissioners to designate a manager pro  
11 tempore to assume the powers and duties of the County Manager in his or her absence;  
12 and

13 WHEREAS, Cameron Moore was appointed as County Manager effective March  
14 2<sup>nd</sup> of 2016; and  
15

16 WHEREAS, Monica Steele was appointed as Manager Pro-Tem May 27, 2015 and  
17 Michael Summers was appointed Alternate Manager Pro-Tem effective May 27, 2015; and  
18

19 WHEREAS, County Manager Moore would like to reassign the Alternate Manager  
20 Pro-Tem delegation,  
21

22 NOW THEREFORE, IT IS HEREBY RESOLVED AND ORDERED:  
23

- 24 1. Monica Steele, Budget and Finance Director/Assistant County Manager  
25 remains appointed as Manager Pro-Tem, to assume the duties of County  
26 Manager in the event of Mr. Moore's absence.  
27
- 28 2. Paul Williams, Chief Deputy Sheriff, is appointed Alternative Manager Pro-  
29 Tem to act in the event of both Mr. Moore's and Ms. Steele's absence.  
30

31  
32 DATED this day of 9<sup>th</sup> day of August 2017.  
33

34 BOARD OF COUNTY COMMISSIONERS  
35 FOR CLATSOP COUNTY, OREGON  
36  
37

38  
39 \_\_\_\_\_  
Scott Lee, Chairperson





1 Morrow said the Board endorsing and advocating on the work that's being done is huge. Lee  
2 would like to put together a resolution that the Board supports the work of the Public Health  
3 Department and their partners.

4  
5 Sullivan said the message that people do recover needs to be out there and Strickland said her  
6 foundation has been speaking at the schools.

7  
8 McNickle will put a program together and move forward.

9  
10 Approved by,

11  
12  
13 \_\_\_\_\_  
14 Scott Lee, Chairperson

**Clatsop County Board of Commissioners**  
**Regular Meeting**  
**July 12, 2017**

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

Staff Present:

Cameron Moore	County Manager
Heather Reynolds	County Counsel
Tiffany Brown	Emergency Services Manager
Sirpa Duoos	Personal Property Specialist
Greg Engebretson	Juvenile Director
Michael McNickle	Public Health Director

**AGENDA APPROVAL**

*Lee moved items 4a to 4b and item 4b to 4a. Thompson made and Nebeker seconded a motion to approve the agenda. Motion carried unanimously.*

**PRESENTATIONS**

a. Cascadia Rising After Action Review

Brown addressed the Board with results from the Cascadia Rising Exercise which was done in June of 2016. The purpose of the exercise was to improve Emergency Operation Centers abilities to manage responses, problem solve and share information across all levels of government. The exercise started in February of 2014 with six goals. There were 4 states involved with approximately 3500 players and 70 Emergency Operations Centers (EOC). There were 35 counties in Oregon that participated. There was a lot of local participation from agencies. There were teams of military that participated and practiced what they would do in a disaster. These are special teams that specialize in decontamination, search and rescue, moving roads, etc. There were activities off site from Camp Rilea: the local hospital; Astoria Middle School; some fly overs at Arch Cape and at the airport. Sullivan said at the Association of Oregon Counties they talked about using the Veterinarians in the community. Brown said the most important outcome is the After Action Report. The exercise was four days but the EOC was only activated for two of those four days.

In 2014, the county agreed to undertake unprecedented exercise planning for a multi-day exercise scheduled for June of 2016. The exercise identified many areas of improvement and was viewed as a success to align future financial and administration processes with agency priorities. The scenario was a 9.0 magnitude earthquake with numerous aftershocks.

The overarching objectives or core capabilities:

- Operational Communications
- Public Health & Medical Services
- Mass Care Services
- Situational Assessment

- 1 • Critical Transportation
- 2 • Operational Coordination

3  
4 The data collection came from five places: participant surveys; hot wash review; planning  
5 meeting documents; exercise design team observations and a county after action review meeting.  
6 There is significant risk following a catastrophic earthquake so the focus should be on region-  
7 wide preparedness and the first requirement of government is to survive and sustain essential  
8 operations. The county has a robust amateur radio network but there is always room for  
9 improvement.

10  
11 Local EOC's are not equipped, staffed or structurally designed to provide the level  
12 of sustained emergency management required in response to a catastrophic event. Current  
13 relationships need to be strengthened.

14  
15 Thompson asked what the function of County Commissioners is in an emergency. Brown said  
16 that will be discussed when they review the Emergency Operations Plan. Brown said they have  
17 developed a Tactical Improvement Plan (TIP) to address the vulnerabilities that were discovered  
18 in the exercise. The TIP organizes tasks into the following categories:

- 19 • Communications & Technology
- 20 • Facilities & Infrastructure
- 21 • Outreach
- 22 • Plans
- 23 • Training

24  
25 Brown said the exercise went well and then again not so well. There is more work to be done.  
26 Development of the strategic findings and recommendations will set the tone and direction for  
27 the county.

28  
29 b. Public Health Triennial Review

30 Danna Drum, Oregon Health Authority, gave the Board an overview of the Triennial Review  
31 which is done every three years. There were 17 different areas reviewed for improvements and  
32 also strengths.

33  
34 Areas or Strengths:

- 35 • Strong, supportive relations between Public Health and the Board
- 36 • Extensive community involvement
- 37 • Strong connections across public health programs
- 38 • Collaboration between Public Health and Emergency Management
- 39 • Significant immunization outreach
- 40 • Creative staffing models in family planning
- 41 • Dedicated, experienced staff
- 42 • Tobacco free properties
- 43 • Timely, prompt vital records

1 Areas of Improvements:

- 2 • Immunization Program needs to monitor at least 80% of the uptake of hepatitis B vaccine
- 3 - RESOLVED
- 4 • Fiscal policies needed to be updated - RESOLVED
- 5 • Maintain inspection rate of 100% for all licensed facilities
- 6 • Drinking water quality alerts documentation – RESOLVED
- 7 • WIC policies as outlined by the state – RESOLVED
- 8 • Emergency preparedness training - RESOLVED

9

10 Drum said there are not any real concerns at this time and they will be sending a letter to the

11 Board with their findings. Drum said House Bill 3100 was adopted in 2015 which requires an

12 assessment of how foundational capabilities and programs are provided and what additional

13 resources are needed. Thompson asked for a copy of that report. Drum said there are a lot of gaps

14 such as communicable disease and ultimately the goal is to have every person have access to

15 core services for basic public health and safety. The Oregon Health Authority will be updating

16 the Oregon Administrative Rules, collect baseline data for accountability metrics and collect

17 actual revenue and expenditure data. Moore said he appreciates McNickle and his team for their

18 good work and the positive review.

19

20 **BUSINESS FROM THE PUBLIC**

21 No business from the public.

22

23 **CONSENT CALENDAR**

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

25 *unanimously.*

- 26 a. Board of Commissioners Work Session Minutes 6-14-17..... {Page }
- 27 b. Board of Commissioners Regular Meeting Minutes 6-14-17. .... {Page }
- 28 c. Sex Offender Treatment Services..... {Page }
- 29 d. Lease Agreement with Satellite Tracking of People, LLC ..... {Page }
- 30 e. Adult Drug Court Treatment Provider Contract..... {Page }
- 31 f. Approval of Mental Health Treatment Court Provider Contract ..... {Page }
- 32 g. Approval of the 2017-19 IGA with Oregon Youth Authority..... {Page }
- 33 h. Approval of Agreement with Capital Asset & Pavement Services, Inc. .... {Page }

34

35 **BUSINESS AGENDA**

36 a. Profession Services Agreement for Bugle Road Design

37 Michael Summers, Public Works Director, is asking the Board to enter into a Professional

38 Services Agreement with KPFF Inc. to complete final engineering design services for a roadway

39 in the North Coast Business Park. Summers said he is recommending a sole source contract

40 because KPFF Inc. had worked on the Sheriff’s Office remodel and knows the area. Summers

41 said the state law allows for professional services to be direct hire up to \$100,000. Summers

42 explained where the roadway would be constructed and Sullivan asked if this plan is for future

43 development in that area. Summers said the county sold land to Big Beams adjacent to the

44 proposed roadway. Moore said it will facilitate the development of Big Beams and open another

45 piece of land on the other side of the street which will be more attractive for development.

46 Sullivan asked if the developer shares in the costs and Summers said the roadway is funded by

1 the county but they are pursuing a grant to fund a lot of the construction for the roadway.  
2 Sullivan asked if there are any local companies that do this design work and Summers said there  
3 are a couple in Gearhart. Summers said KPFF Inc. has experience in that area and they are part  
4 of an existing development team for the project next to the roadway which will lend itself to  
5 have some efficiency. Sullivan asked if there are any discounts from KPFF Inc. and Summers  
6 said they are the design company and the construction of the roadway will be bid out. Thompson  
7 said this firm is good at quality insurance because they will hold the contractor accountable  
8 during the construction process. *Nebeker moved to approve of the Professional Services*  
9 *Agreement with KPFF, Inc. in the amount of \$68,085.00 for Bugle Road Final Design Services*  
10 *and authorize the County Manager to sign the agreement and any amendments and Thompson*  
11 *seconded. Motion carried unanimously.*

12  
13 b. Notice of Sale of Mineral Rights to surface owner and set hearing date  
14 Sirpa Duoos, Personal Property Specialist, asked the Board to set a public hearing date and  
15 approve a notice on a request for the surface owner to purchase the mineral rights that the county  
16 retained in 1961. The purchaser would like to purchase the mineral rights. Duoos said she just  
17 received the geotechnical report and the conclusion is that there is no mineral resource value  
18 under the present and/or reasonable future condition so this is just a formality. Sullivan asked if  
19 the surrounding properties hold their own mineral rights and Duoos said she does not know.  
20 *Nebeker moved that the Board approve the Notice of Public Hearing and Set the Date for the*  
21 *Public Hearing for August 23, 2017 and Clement seconded. Motion carried unanimously.*

22  
23 c. Authorization of the IGA with Oregon Youth Authority for the Juvenile Department  
24 Greg Engebretson, Juvenile Director, asked the Board for authorization of the 2017-19 IGA with  
25 the Oregon Youth Authority for basic and diversion services. The county has used these funds to  
26 help pay for detention bed rental, partially fund a juvenile counselor position and provide  
27 community based skill development groups for high risk youth. Sullivan asked if OYA closing  
28 would effect this agreement and Engebretson said the OYA Facility has nothing to do with this  
29 agreement. Engebretson said ACEs and trauma informed care permeates every service delivery  
30 system in the state. Thompson asked if the Board would receive reports on the results from the  
31 contract and Engebretson said there aren't really reports but he can share the plans that are  
32 submitted to OYA by the county. *Nebeker moved to approve the 2017-19 Intergovernmental*  
33 *Agreement with the Oregon Youth Authority for Basic and Diversion funding and Thompson*  
34 *seconded. Motion carried.*

35  
36 d. Cost of Living Adjustment for Unrepresented & Management Employees  
37 Moore said all of the union contracts have a cost of living specified. The Consumer Price Index  
38 for the last 12 months is 1.9% and Moore is recommending a 2% increase for unrepresented and  
39 management employees. Sullivan asked the difference between confidential, casual and  
40 contracted employees. Moore said there are some employees that are unrepresented who handle a  
41 lot of confidential information. Sullivan asked if unrepresented get medical insurance and  
42 vacation buyback. Moore said they get the same benefits that everyone else gets but the vacation  
43 buyback is unique to the deputy district attorneys. Sullivan asked out of the 56 positions, how  
44 many will be eligible for the 4 % salary incentive and Moore said approximately 40-45. Sullivan  
45 asked why Moore chose 2% rather than 1.9% which was the CPI. Moore said he feels 2% is fair.  
46 Moore said the budget includes a 2.5% increase. Thompson asked if there was a fiscal impact for



1 the 40 employees if they all get the incentive pay and Moore didn't have the exact dollar amount  
2 but it was included in the budget. *Nebeker moved to approve the attached Resolution and Order*  
3 *implementing a cost of living adjustment of 2.0% for Clatsop County unrepresented, confidential*  
4 *and casual employees, effective July 1, 2017 and Clement seconded. Motion carried*  
5 *unanimously.*

## 6 7 **COMMISSIONERS' REPORTS**

8 Nebeker no report.

9  
10 Clement no report.

11  
12 Lee said the Coastal Caucus will be on July 26<sup>th</sup>. Thompson and Sullivan would like to attend.  
13 Lee attended the legislative and executive meeting of the Oregon Coastal Zone Management  
14 Association (OCZMA) meeting. Lee went over the bills that passed at the latest legislative  
15 session. Lee attended the Northwest Oregon Housing Authority meeting and said at the next  
16 meeting they will be drawing up papers on the merger and it should be complete by September.  
17 Sullivan asked Lee if he could share a list of the bills that pertain to the coast. Lee will work on  
18 that.

19  
20 Sullivan will be attending the Forest Trust Lands Advisory Committee meeting and attended the  
21 Clatsop Care Network where partners work on senior issues.

22  
23 Thompson said there was CERT activities over the 4<sup>th</sup> of July and there was also a Beach Walk  
24 with Coast Watch. Thompson said the Commissioners met with the judges and was told the  
25 brothers who survived the horrific abuse in Seaside were going to be adopted. Thompson  
26 attended the Clatsop Forestry Economic Development Committee meeting where they are  
27 gearing up for the forestry tour on September 12<sup>th</sup>. Thompson will be attending the Col-Pac  
28 meeting where they will be discussing transportation and Craft3 is having an open house on July  
29 13<sup>th</sup>.

30  
31 Thompson reviewed the Clatsop County Vision 2030 and the Long Term Financial Plan.  
32 Thompson thinks it's important to link the liaison activities with deliberations. Thompson said  
33 the primary duties of the Board are to make laws, sets policies, adopts budgets and oversees a  
34 wide range of agenda for the county. The Board also monitors the activities of the county  
35 manager and the county counsel. Thompson read the Board Policy #5. Thompson said the Board  
36 needs to develop a strategic plan because it is required in the Ends policy.

## 37 38 **COUNTY MANAGER'S REPORT**

39 No report.

## 40 41 **ADJOURNMENT 7:56PM**

42  
43 Approved by,

44  
45 \_\_\_\_\_  
46 Scott Lee, Chairperson



**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**August 9, 2017**

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**Issue/Agenda Title:** Award of Contract to Columbia River Contractors for Guardrail Installation

**Category:** Consent Calendar

**Prepared By:** Michael Summers, Public Works Director

**Presented By:** Michael Summers, Public Works Director

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**Issue before the Commission:** Contract for Guardrail installation in the amount of \$45,550 with Columbia River Contractors, Inc.

**Informational Summary:** The Public Works Department conducted a request for quotes for guardrail installation in 2 sections on Hillcrest Loop Road and Lower Nehalem River Road. The installation includes guardrail at the four ends of the Rierson Bridge on Lower Nehalem River Road. The second section includes the installation of guardrail at the 90 degree corner on the Knappa end of Hillcrest Loop Road. We received two quotes, and selected the lowest quote from Columbia River Contractors, Inc.

Coral Construction Company           \$ 66,698.00

Columbia River Contractors           \$ 45,550.00

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

**Options to Consider:**

1. Award the contract for guardrail installation in the amount of \$45,550.00 to Columbia River Contractors, Inc. and authorize the County Manager to sign the contract and any amendments.
2. Delay making guardrail installation

**Staff Recommendation:** Option #1

**Recommended Motion:** *"I move to award the contract for guardrail repairs in the amount of \$45,550.00 to Columbia River Contractors, Inc. and authorize the County Manager to sign the contract and any amendments"*

**Attachment List:**

- A. Columbia River Contractors, Inc. Contract

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

**Clatsop County Contract for Construction**

This Contract is by and between **Clatsop County (County)** and Columbia River Contractors, Inc. (**Contractor**). Whereas **County** has need of the services which **Contractor** has agreed to provide; **Now Therefore**, in consideration of the sum not to exceed \$45,550.00 to be paid to **Contractor** by **County**, **Contractor** agrees to perform between date of execution and September 15, 2017, inclusive, the following specific construction services:

- A. All materials, Labor, equipment and incidentals, and to perform all work shown on the maps & drawings and described in the specifications for the project "Guardrail Installation 2017" and Attachment A – Quotation Form.
- B. Payment Terms: Payment will be made 30 days from receipt of invoice and approval of work by County.

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

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

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

- a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in this contract. ORS 279C.505(1)(a)
- b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of this contract. ORS 279C.505(1)(b).
- c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).

- d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.617.
- e. Demonstrate that an employee drug-testing program is in place. ORS 279C.505(1)(d).
- f. Salvage or recycle construction and demolition debris if feasible and cost-effective. ORS 279C.510(1).
- g. Promptly pay, as due, all persons supplying labor and services furnished to the contractor or a subcontractor by any person in connection with this contract as the claim becomes due. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the contract, pursuant to ORS 279C.515(1).
- h. If this contract is for a public improvement, if Contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the County, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest commencing at the end of the 10 day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- i. Make payment to any person furnish labor or materials in connection with this contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. ORS 279C.515(2).
- j. Make payment to any person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515(3).

- k. No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100. The employee shall be paid at least time and a half pay as provided for in ORS 279C.520.
- l. Pay promptly, as due, any payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or the needed care and attention, incident to sickness or injury, to the employees of the contract, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services, pursuant to ORS 279C.530(1).
- m. If Contractor is a subject employer, Contractor will comply with ORS 656.017. ORS 279C.530(2).
- n. Comply with maximum hours of work, holidays and overtime per ORS 279C.540 and time limit on claims for overtime per ORS 279C.545.
- o. Comply with ORS 279C.550 thru 570 regarding withholding of retainage. The withholding of retainage by a contractor or subcontractor shall be in accordance with ORS 701.420 and 701.430.
- p. Comply with ORS 279C.570 regarding prompt payment, progress payments and rate of interest.
- q. Contractor shall include in each subcontract for property or services entered into by the contractor and a first-tier subcontractor, including a material supplier, for the purposed of performing a construction contract: a payment clause that obligates the contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the contracting agency under the contract; and an interest penalty clause that obligates the contractor, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract. These clauses must also be included in each of the contractor's subcontracts and in each of the first-tier subcontractor's subcontracts and each of the first-tier subcontractor's shall include these clauses in their subcontracts with each lower-tier subcontractor or supplier. ORS 279C.580.
- r. Comply with ORS 279C.605 regarding Notice of Claim.

- s. Comply with Prevailing Wage Rate regulations, ORS 279C.800 through ORS 279C.870.
- t. Pay contract and subcontract workers not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1)(c).
- u. A fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. This fee shall be paid to the commissioner under the administrative rule of the commissioner. ORS 279C.830(2). This fee is paid by Clatsop County.
- v. Contractor is required to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7) or (8), and will include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7) or (8). ORS 279C.830(3)(a)(b).
- w. Certify that all subcontractors performing work described in ORS 701.005(2) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.
- x. Environmental and natural resources regulations. ORS 279C.525.

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

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

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

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

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

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

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

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

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

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

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

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



any applicable political subdivision of this state during the term of the public contract. If Contractor fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

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

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

(Contractor's Initials)

*SL*

(Comments)

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

~~FOR COUNTY:~~

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

~~FOR CONTRACTOR:~~

*Sam Wensell*  
\_\_\_\_\_  
Signature

*7-13-2017*  
\_\_\_\_\_  
Date

*President*  
\_\_\_\_\_  
Title

Contractor Address:  
Columbia River Contractors, Inc.  
PO Box 1070  
Clackamas, OR 97015

Quotation Form

<u>Site</u>	<u>Work to be Completed</u>	<u>Price</u>
Lower Nehalem Road	Nehalem River Road Bridge Approach Rail Retrofit. NOTES:  SE Corner: 1-Modified B.R. 203 Transition radiused 20' convex 12'-6" Type 4 Thrie beam radiused 20' convex 1 Thrie beam B end pieces SW Corner: 1-BR 203 Transition 12'-6" Type 3 Guardrail 1 TL-2 Flared Terminal 25' NE Corner: 1-BR 203 Transition 12'-6" Type 3 Guardrail 1-TL-2 Flared Terminal 25' NW Corner: 1-BR 203 Transition 12'-6" Type 3 Guardrail 1-TL-2 Flared Terminal 25'	\$ <u>30,700.00</u>
Hillcrest Loop	MP 4.84 - Install new Type 2A guardrail along north and west side of existing asphalt roadway. NOTES:  2A Guardrail consisting of 143'9" of 140' radius rail 68.75' of 2A rail on Tangent 2 each TL-2 flared terminals 25'	\$ <u>14,850.00</u>
<b>GRAND TOTAL</b>		<b>\$ <u>45,550.00</u></b>

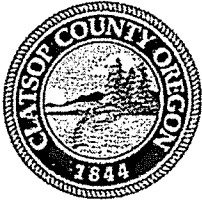
Company Name: Columbia River Contractors, Inc

Address: PO Box 1070 (15701 SE 135th Ave.) Clackamas, OR 97015

Phone #: 503-722-1777

CCB#: 123490

Contact: Tim Wimsett (timw@colrivcontr.com) 503-722-1777



**Clatsop County**  
Public Works

1100 Olney Ave.  
Astoria, OR 97103  
(503) 325-8631 phone / (503) 325-9312 fax  
www.co.clatsop.or.us

**Guardrail Installation-2017**  
**Addendum #1 – June 21, 2017**

The RFQ for Guardrail Installation-2017 has the following amendments:

The Scope of Work is amended with the following:

**Item 4 Project Sites:**

Add the following to Lower Nehalem Road @ MP 1.94 – Nehalem River Bridge

Install - SE Corner: 1-Modified B.R. 203 Transition radiused 20' convex

12'-6" Type 4 Thrie beam radiused 20' convex

1 Thrie beam B end pieces

SW Corner: 1-BR 203 Transition

12'-6" Type 3 Guardrail

1 TL-2 Flared Terminal 25'

NE Corner: 1-BR 203 Transition

12'-6" Type 3 Guardrail

1-TL-2 Flared Terminal 25'

NW Corner : 1-BR 203 Transition

12'-6" Type 3 Guardrail

1-TL-2 Flared Terminal 25'

Add the following to Hillcrest Loop @ MP 4.84

2A Guardrail consisting of 143'9" of 140' radius rail

68.75' of 2A rail on Tangent

2 each TL-2 flared terminals 25'

Disregard Quotation Form on Page 4 and substitute to following revised quotation form:

Quotation Form

<u>Site</u>	<u>Work to be Completed</u>	<u>Price</u>
Lower Nehalem Road	Nehalem River Road Bridge Approach Rail Retrofit. NOTES:  SE Corner: 1-Modified B.R. 203 Transition radiused 20' convex 12'-6" Type 4 Thrie beam radiused 20' convex 1 Thrie beam B end pieces  SW Corner: 1-BR 203 Transition 12'-6" Type 3 Guardrail 1 TL-2 Flared Terminal 25'  NE Corner: 1-BR 203 Transition 12'-6" Type 3 Guardrail 1-TL-2 Flared Terminal 25'  NW Corner : 1-BR 203 Transition 12'-6" Type 3 Guardrail 1-TL-2 Flared Terminal 25'	\$ _____

Hillcrest Loop	MP 4.84 - Install new Type 2A guardrail along north and west side of existing asphalt roadway. NOTES:  2A Guardrail consisting of 143'9" of 140' radius rail 68.75' of 2A rail on Tangent 2 each TL-2 flared terminals 25'	\$ _____
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**GRAND TOTAL**    \$ \_\_\_\_\_

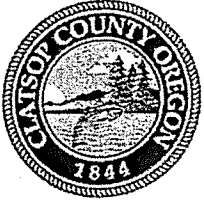
Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone # \_\_\_\_\_

CCB# \_\_\_\_\_

Contact: \_\_\_\_\_



# Clatsop County

## Public Works

1100 Olney Ave.  
Astoria, OR 97103  
(503) 325-8631 phone / (503) 325-9312 fax  
[www.co.clatsop.or.us](http://www.co.clatsop.or.us)

### Request for Quotes

### Guardrail Installation 2017

Clatsop County Public Works is requesting price quotes for the services of a contractor to install guardrail at three locations in Clatsop County.

If you are interested in this work, please mail or deliver attached Quotation Form to the Clatsop County Public Works, 1100 Olney Avenue, Astoria, OR 97103, or fax to 503-325-9312. Quotes must be received by 2:30 p.m. on July 5, 2017.

To inspect these sites, or for questions regarding the Scope of Work, please contact Terry Hendryx (503) 325-8631.

#### **Addendums**

Any addendum to this Request for Quotes will be posted on the Clatsop County website. Prospective contractors are advised to periodically review the website for addendums related to this solicitation.

#### **Prevailing Wage Rates**

This contract will be subject to Oregon Prevailing Wage Rates. The "Prevailing Wage Rates for Public Works Contracts in Oregon" dated January 1, 2017, and any amendments are hereby included in these specifications by reference. The wage rates can be accessed at [www.oregon.gov/boli](http://www.oregon.gov/boli) or by calling the Oregon Bureau of Labor and Industries.

#### **Contract Terms**

The selected contractor shall promptly execute and deliver to Clatsop County:

1. A Performance Bond in an amount equal to the full contract price, conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. Performance bond must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Oregon and payable to Clatsop County.
2. A Payment Bond in an amount equal to the full contract price, solely for the protection of claimants under ORS 279C.600. Payment bond must be executed solely by a surety company or

companies holding a certificate of authority to transact surety business in the State of Oregon and must be payable to Clatsop County,

3. Certificate of Insurance - Insurance. Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$1,000,000 for property damage and minimum of \$1,000,000 per person for bodily injury and no less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an Additional Insured. Property and General Liability Certificates of Insurance satisfying the requirements as stated herein will be required.
4. Clatsop County Contract for Construction to be executed by the selected contractor.
5. Time for Agency Acceptance – Contractor's offer must be a firm offer, valid and binding on the Offeror for not less than 60 days from closing.

Contractor acknowledges that they are aware of, fully understand and intend to comply with documents and regulations that are hereby made a part of these specifications:

- Prevailing Wage Rates in accordance with ORS 279C.800 to 279C.870.
- Non-discrimination in awarding of subcontracts in accordance with ORS 279A.110.
- ORS 279A.120 regarding local bidder preference.
- ORS 279A.125 regarding recycled products.
- Contractor certifies that all subcontractors performing work described in ORS 701.005(2) will be registered with the Construction Contractors Board, or for work as a landscape contractor has a current, valid landscape contractors' license issued pursuant to ORS 671.560 by the State Landscape Contractors Board.
- Contractor certifies that they are in compliance with the Oregon tax laws in accordance with ORS 305.385.
- ORS 279C.580 regarding contractor's relations with subcontractors.
- ORS 279C.525 regarding Environment and natural resources regulations.
- ORS 279C.605 regarding notice of claim.
- ORS 279C.510 (1) regarding salvaging and recycling of demolition debris.
- ORS 279C.600 thru ORS 279C.6610 regarding Action on Payment and Public Works Bonds.
- ORS 279C.650 thru ORS 279C.670 regarding Termination of Contract for Public Interest Reasons.
- Section 00290 – Environmental Protection, of the Oregon Standard Specifications for Construction 2015.
- This solicitation is pursuant to 279C.412 and 279C.414 for Competitive Quotes.

## SCOPE OF WORK

### CONTRACTOR SHALL:

Comply with the, State and Federal Codes and the requirements of local code officials. Comply with all OSHA safety requirements. Provide all equipment and materials to complete the project. Guarantee all work for (1) year from date of completion, unless manufacture provides longer warranty. Work to be completed consists of the following:

1. All traffic control and protection and direction of traffic necessary for safety of motorists as required by the Oregon Manual on Uniform Traffic Control Devices.
2. Provide all equipment, material and labor to complete repairs on the selected guardrail sites. Site visit not required, but highly recommended prior to submitting quote.
3. All posts, blocks, guardrail and rail end to be new and of similar type unless County Engineer allows for a change submitted in writing. All existing materials removed for replacement become the property of the contractor.

4. **PROJECT SITES**

**LOWER NEHALEM ROAD @ MP 1.94 – Nehalem River Bridge Approach Rail Retrofit**

- Retrofit approach rail all four bridge corners.

*NOTES:*

*Northeasterly corner has existing power conduit at edge of bridge.*

*Southeasterly corner has existing communication wiring.*

**HILLCREST LOOP @ MP 4.84**

- Construct 225lf of Type 2A guardrail with wood posts on north and westerly side of asphalt.
5. Guardrail specifications for this project will conform to Part 00800 of the Oregon Standard Specifications for Construction 2015 and supplemented by ODOT Engineering Drawings RD203, 400, 405, 410, 415 and BR203.
  6. Contractor will complete all work between July 27<sup>th</sup> and September 15<sup>th</sup>, 2017.
  7. Clatsop County reserves the right to reduce the number of sites to adhere to budget constraints.
  8. All posts and blocks to be wood.
  9. Work will be scheduled on weekdays.
  10. A preconstruction meeting will be scheduled 2 weeks in advance. Work must be scheduled with our office 1 week in advance for our media release.

Quotation Form

<u>Site</u>	<u>Work to be Completed</u>	<u>Qty</u>	<u>Price</u>
Lower Nehalem Road	Retrofit all four corners of Reierson Bridge.	181 LF	\$ _____
	NOTES: SE Corner: 20' Radius – Length 31' Type B end. SW Corner: 33' – Type C end, Flare Rate =7:1, W=4 NE Corner: 33' – Type C end, Flare Rate =7:1, W=2 NW Corner: 33' – Type C end, Flare Rate =7:1, W=4		
	169 LF	\$ _____	
Hillcrest Loop	Install new Type 2A guardrail along north and west side of existing asphalt roadway. NOTE: 140' Radius curve – Length 143', use Type C ends, Flare Rate = 7:1, W=4'.	208 LF	\$ _____
<b>GRAND TOTAL</b>			\$ _____

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone # \_\_\_\_\_

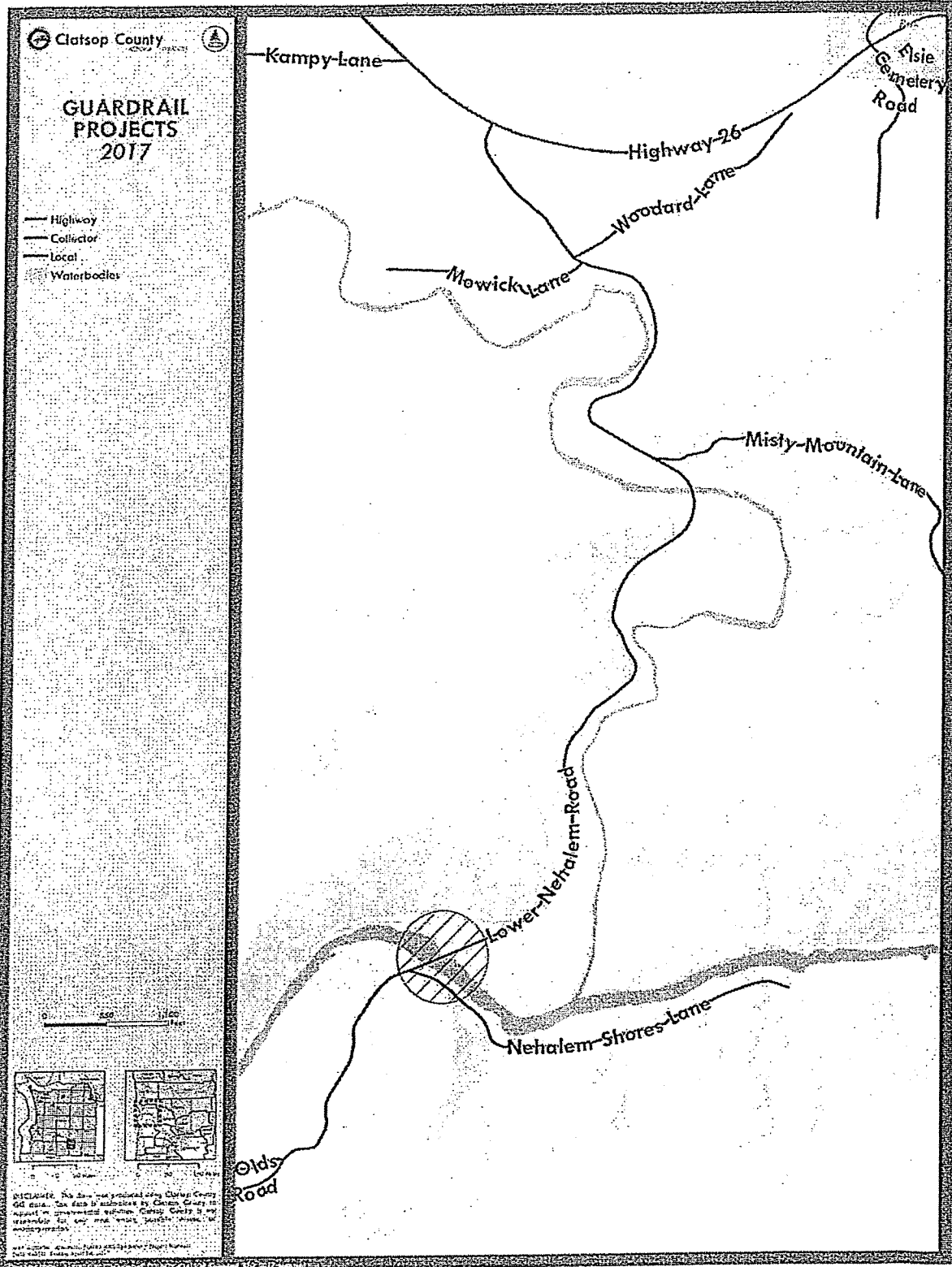
CCB# \_\_\_\_\_

Contact: \_\_\_\_\_



SITE MAPS & PHOTOS

# LOWER NEHALEM ROAD





SE Corner Reiersen Bridge



SW Corner Reiersen Bridge

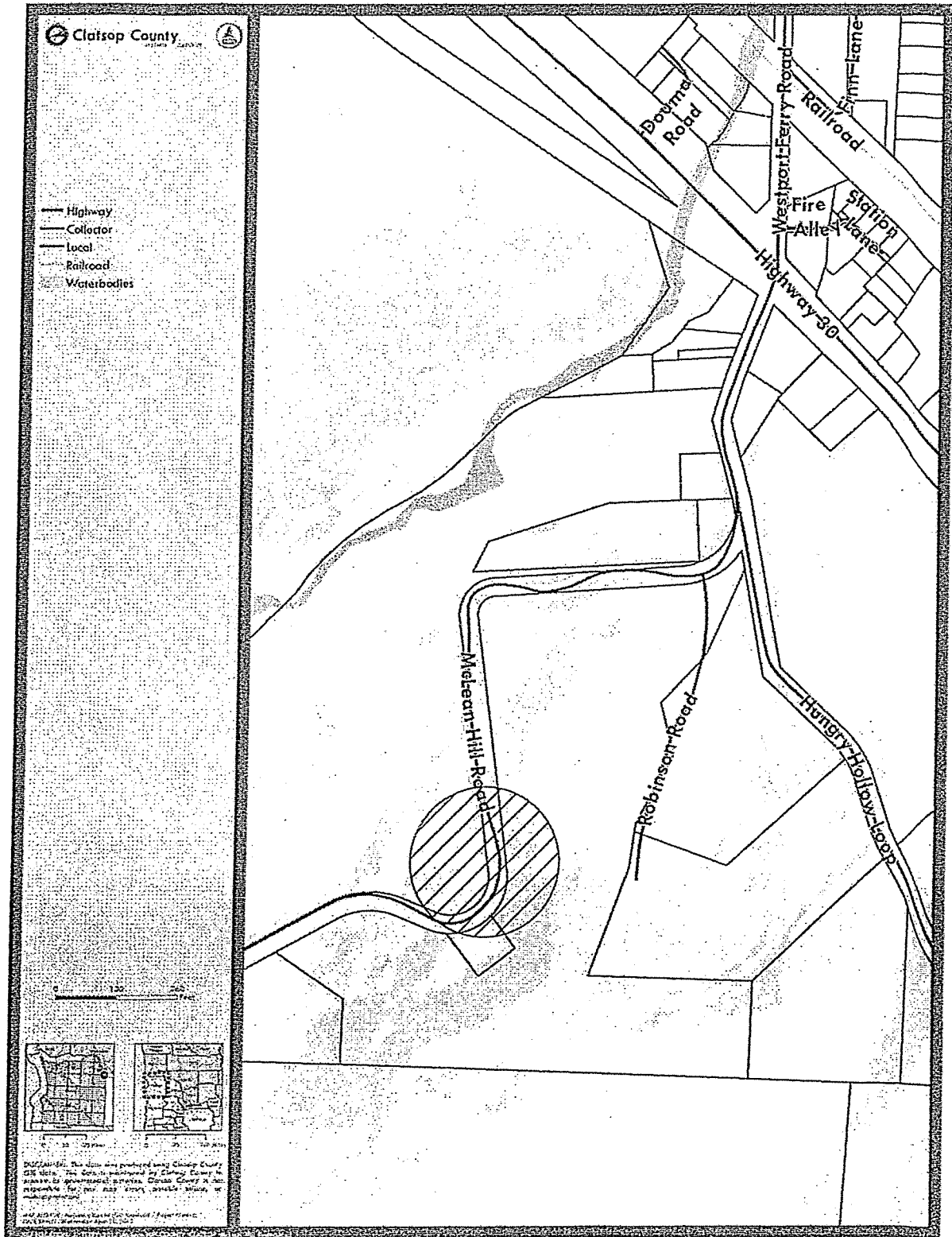


NE Corner Reiersen Bridge

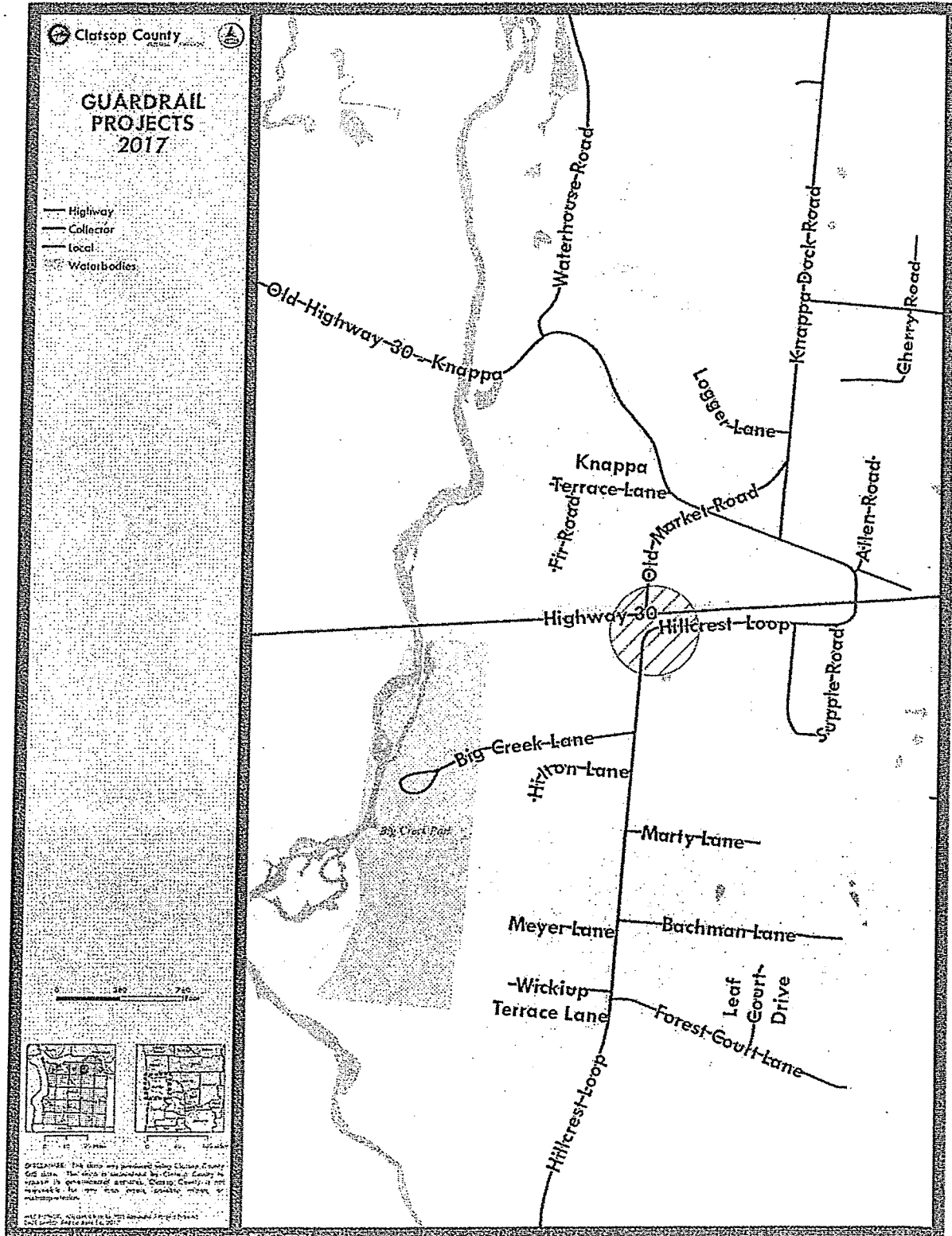


NW Corner Reiersen Bridge

# MCLEAN HILL ROAD



# HILLCREST LOOP







Looking North



Looking West





**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**August 9, 2017**

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**Issue/Agenda Title:** Consider an offer on County owned property.

**Category:** Business Agenda

**Prepared By:** Sirpa Duoos

**Presented By:** Sirpa Duoos, Property Management Specialist

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**Issue before the Commission:** Consider an offer on County owned property.

**Informational Summary:** Clatsop County accepts offers on properties left over from prior auctions according to Property Management Policy. Sealed bids are opened every third Thursday of the month and offers that either meet or exceed 80% of the minimum bid are presented to the Board for consideration.

Clatsop County came into title of Assessor's Account #80627DD00400 via tax foreclosure in the fall of 2016 and was offered for sale April 4, 2017 and it did not sell. The adjoining owners were noticed and no offers were received.

On July 20, 2017 staff received a sealed bid offer of \$500 from Brent Groth. This offer meets the minimum bid.

The current real market value of this parcel is \$2,163 and is 0.37 of an acre. This tax lot does not have improved access and is located in Westport, partially in the Bonneville Power line easement. It has limited use. The approval of this sale will place this parcel back on the tax roll.

**Fiscal Impact:** The proceeds of the sale will be distributed to the taxing districts after costs are deducted. Costs include deed recording fee and County counsel legal fee.

**Options to Consider:**

1. Accept the offer by adopting the Resolution & Order and authorize the Chair to sign the deed.
2. Counter offer
3. Take no action.

**Staff Recommendation:** Option #1

**Recommended Motion:** *"I move to adopt the Resolution and Order and authorize the Chair to sign the deed."*

**Attachment List:**

- A. Resolution & Order
- B. Quitclaim Deed
- C. Map
- D. Earnest Money Agreement/Sealed Bid offer

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

4 IN THE MATTER OF CERTAIN )  
5 SALE OF COUNTY LAND ) RESOLUTION AND  
6 PURSUANT TO ORS 275.200 ) ORDER  
7

8  
9 WHEREAS, ORS 275.200 authorizes the sale of County land not sold by Sheriff  
10 at public auction by private sale without further notice; and  
11

12 WHEREAS, the parcel described in Exhibit "A" was exposed for sale, at  
13 minimum bid of \$500 Cash, at a prior public auction;  
14

15 WHEREAS, no bids were received at prior auction; and  
16

17 WHEREAS, the County has received a written offer after the public auctions; and  
18

19 WHEREAS, the party in Exhibit "B" has submitted the highest offer indicated in  
20 Exhibit "B", after the public auction, for cash;  
21

22 NOW THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the  
23 Clatsop County Board of Commissioners accept the offer in Exhibit "B", authorize the  
24 Chair to sign the Quitclaim Deed and authorize the Assessor/Tax Collector to distribute  
25 the proceeds of the sales according to state statute.  
26

27 Dated this \_\_\_\_\_ day of August 2017  
28  
29  
30

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

34 \_\_\_\_\_  
35 Scott Lee, Chairperson  
36  
37

38 Approved as to form:  
39  
40

41 \_\_\_\_\_  
42 County Counsel  
43  
44  
45  
46

County Of Clatsop } ss.

Affidavit of PUBLICATION

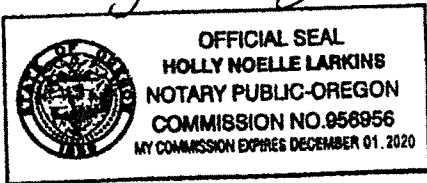
I, Jamie Ramsdell, being duly sworn, depose and say that I am the principal clerk of the manager of the DAILY ASTORIAN, a newspaper of general circulation, as defined by section ORS 193.010 and 193.020 Oregon Compiled Laws, Annotated, printed and published daily at Astoria in the aforesaid county and state; the Legal Notice: AB6161 Notice of Public Auction a printed copy of which is hereto attached, was published in the entire issue of said newspaper for four successive and consecutive time(s) in the following issues: March 10th, 17th, 24th and 31st, 2017.

[Signature of Jamie Ramsdell]

Signed and attested before me on the 31st day of March, 2017

by:

[Signature of Holly Noelle Larkins]



Notary Public for the State of Oregon, Residing at Astoria, Oregon, Clatsop County.

After Recording Return To: Clatsop County Property Management 820 Exchange, Suite 230 Astoria, OR 97103

**AB6161  
NOTICE OF COUNTY LAND SALE**

Pursuant to ORS 275.110 and Resolution and Order of the Clatsop County Board of Commissioners dated March 8, 2017, at 10:00 a.m. on Tuesday, April 4, 2017, I shall proceed to sell the properties indicated below at a public auction, in the Judge Guy Boyington Building, 857 Commercial St., Astoria, Oregon, to the highest and best bidder in Cash. The sale of property is AS IS and includes all of the right, title and interest, if any there be, in and to the following described real properties situated in Clatsop County, Oregon, provided, however, that Clatsop County does not warrant or guarantee the extent to which it has any title or interest in the properties or to the extent to which the properties are free from any encumbrances or claims. The Properties to be sold are:

Sale #	Map & Tax Lot	General Area	Acres	FMV \$	Cash Min. Bid
17-01	41030BC01800	Arch Cape	0.11	24,500	
17-02	50732AC001607	Elsie-Red Bluff	8.84	127,081	\$33,000
17-03	50732AC02600, 2700	Elsie-Red Bluff	0.49	29,088	\$10,000
17-04	51010DA00500	Hwy 26 Seaside	0.25	51,946	\$20,000
17-05	51010DA01000	Hwy 26 Seaside	0.25	55,354	\$20,000
17-06	60601AD03800	Fishhawk Lake area	0.25	12,919	\$10,000
17-07	80627DD00400	Westport	0.37	2,163	\$500
17-08	80636DC02200	Westport	0.06	17,675	\$5,000
17-10	81020D001900	Warrenton	0.17	384	\$500
17-11	807360000900	Brownsmead	1.17	56,229	\$750

SALE TERMS: Cash or Certified Check by 5:00 p.m. on day of sale.

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

Clatsop County Sheriff  
 Auctioned: March 10th, 17th, 24th & 31st, 2017



Recording Instrument #: 201702828  
Recorded By: Clatsop County Clerk  
# of Pages: 1 Fee: 47.00  
Transaction date: 4/10/2017 15:33:30  
Deputy: nstethern

EXHIBIT "B"

1

2

Assessor's Acct. #	Acct. ID	Min. Bid	Offer	RMV	Name of Bidder
80627DD00400	18598	\$500	\$500	\$2,163	Brent Groth

3

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

GRANTEE:  
Brent Groth  
2062 Emerald Alley  
Eugene, OR 97403

## 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 **Brent Groth**, Grantee, all of its right, title and interest, including mineral rights, if any, in that parcel of real property situated in Clatsop County State of Oregon, described as follows:

LEGAL: Tract 28, Wauna Acreage Tracts, in the County of Clatsop, State of Oregon, subject to a power line easement by Bonneville Power Administration.

ASSESSOR'S ACCT. NO. 80627DD00400  
ACCT. ID No. 18598  
SITUS ADDRESS: Vacant land off of Oklahoma Hill Road in Westport

**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 **FIVE HUNDRED (\$500) 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 August 2017.

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

STATE OF OREGON            )  
  ) ss.  
County of Clatsop            )

This Quitclaim Deed was acknowledged before me on this \_\_\_\_ day of August 2017 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:

Brent Groth  
2062 Emerald Alley  
Eugene, OR 97403

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL



CLATSOP COUNTY  
PROPERTY MANAGEMENT

Attn. Sirpa Duoos  
Phone (503) 338-3674  
820 Exchange, Suite 230  
Astoria, OR 97103

**EARNEST MONEY AGREEMENT FOR SEALED BID OFFER FORM**

PROVIDE ALL INFORMATION REQUESTED OR OFFER WILL BE REJECTED.

Print legibly or type

NAME: (This will be printed on Deed) Brent Groth

ADDRESS: (For tax statement purposes) 2062 Emerald Alley

Eugene, Oregon 97403

DAYTIME PHONE: (503) 806-2860

Assessor's map and tax lot number: Parcel # 17-<sup>(07)</sup> 7 Map # 806 2700<sup>(1)(1)</sup> 00400

Amount of offer: \$ 500.00 (Five hundred dollars) CASH

On Contracts, County Policy requires a minimum of 20% down and the balance to be paid within a 5-year period using the Farm Credit Service interest rate per annum.

Enclose a \$200.00 deposit with the offer.

*every 3rd Thursday*

Offers must be received in our office by 3:00 p.m. Thursday, ~~May 18~~, 2017. Return to: Clatsop County Property Management, 820 Exchange Street, Suite 230, Astoria, Oregon 97103 (Postmarks not accepted).

Clearly mark on the outside of the envelope "SEALED BID".

**READ AND SIGN BELOW:**

I understand that at the time of sale, the County conveys whatever interest the County has at that time. I understand the County will not warrant any interest in the property or that the tax foreclosure proceeding was free from defect. I understand the County will not be responsible for establishing or guaranteeing property lines or corners of the subject property or that property is suitable for any particular use. The Board of County Commissioners has a right to reject any and all offers.

I understand the property is offered for sale AS IS.

I understand that the deposit of \$200.00 is to cover administrative and recording fees. I understand the deposit will not be refunded to me unless another party purchases the property. If I am the successful bidder, I understand the \$200.00 deposit will be applied as partial payment toward the purchase of the above-described property.

Signature [Handwritten Signature]

Date 06/16/2017

(Attach Sealed Bid Process)



**PARCEL # 17- 07**

<b>MAP #80627DD00400</b>	<b>Minimum Bid \$500 Cash</b>
<b>Real Market Value \$2,163</b>	<b>Assessed Value \$303</b>
<b>Acreage: 0.37</b>	<b>General Area: Westport, off of Oklahoma Hill Road</b>
<b>Zoning: RA-5 – Rural Agriculture 5</b>	<b>Special Overlay: Landslide Topography</b>
<b>Comments: Portion has Bonneville Power line easement over it. Limited use.</b>	





**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**August 9, 2017**

**Issue/Agenda Title:** Formal Categorization of certain County owned properties

**Category:** Business Agenda

**Prepared By:** Sirpa Duoos

**Presented By:** Sirpa Duoos, Property Management Specialist

**Issue before the Commission:** Formal categorization of certain County owned properties pursuant to Property Management Policy.

**Informational Summary:** The County’s Property Categorization Committee, consisting of County Manager Cameron Moore, Director of Assessment and Taxation Suzanne Johnson, Public Works Director Michael Summers, Community Development Director Heather Hansen and Property Management Specialist Sirpa Duoos met on July 25, 2017 to review tax lots for recommendations as to which category each property should be placed according to the County’s Property Management Policy.

The properties and the recommended categories are detailed as follows:

Parcel #	Map and Tax Lot	Recommended Category	Location
17-28	71010B000400	Auction	Clatsop Plains, near Turlay Lane
17-29	71010B002301, 2307	Auction	Clatsop Plains, tax lot 2301 provides access to tax lot 700 to the west.
17-30	80909CC05000, 5001, 5100	Auction	Off of Irving and 29 <sup>th</sup> in Astoria
17-31	81021CC00401	Auction	Warrenton, north of 9 <sup>th</sup> Avenue, upland

Parcels categorized for Auction will be brought to the Board at a later date for setting minimum bids and sale date.

**Fiscal Impact:** No cost to the county for categorization. Tax foreclosed properties placed in Category 1 (Auction or Private Sale) and sold will bring in revenue to the taxing districts. The County’s general fund is reimbursed for the cost of the sale from the proceeds.

**Options to Consider:**

1. Categorize the properties as presented
2. Categorize the properties as amended
3. Take no action

**Staff Recommendation:** Option #1, Categorize as presented

**Recommended Motion:** *“I move to categorize the properties as presented and authorize the Chair to sign the Resolution and Order.”*

**Attachment List:**

- A. Resolution and Order
- B. Maps of properties
- C. Property Management Policies

IN THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF FORMAL )  
 CATEGORIZATION OF CERTAIN ) RESOLUTION AND  
 COUNTY OWNED PROPERTIES ) ORDER

WHEREAS, Clatsop County adopted Property Management Policies in 1997; and

WHEREAS, The policies have been reviewed and updated from time to time; and

WHEREAS, The policies were amended, most recently in April of 2012; and

WHEREAS, The policies call for staff to inventory and identify for future use all real properties owned by Clatsop County; and

WHEREAS, the County Property Categorization Committee met on July 25, 2017 to make re-categorization recommendations to the Board of County Commissioners on certain properties,

NOW THEREFORE, IT IS HEREBY RESOLVED that the group of properties be categorized as identified below:

Parcel #	Map and Tax Lot	Recommended Category	Location
17-28	71010B000400	Auction	Clatsop Plains, near Turlay Lane
17-29	71010B002301, 2307	Auction	Clatsop Plains, tax lot 2301 provides access to tax lot 700 to the west.
17-30	80909CC05000, 5001, 5100	Auction	Off of Irving and 29 <sup>th</sup> in Astoria
17-31	81021CC00401	Auction	Warrenton, north of 9 <sup>th</sup> Avenue, upland

DATED this \_\_\_\_\_ day of June, 2017

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

\_\_\_\_\_  
Chairperson

**PARCEL # 17- 28**

<b>MAP # 71010B000400</b>	<b>Recommended Category: Auction</b>
<b>Real Market Value \$1,368</b>	<b>Assessed Value \$255</b>
<b>Acreage: 0.06</b>	<b>General Area: Adjacent to Turley Lane in Clatsop Plains</b>
<b>Zoning: RA-1, Residential Agriculture 1</b>	<b>Special Overlay:</b>
<b>Comments: Value only to the adjoining owner to the east. ODOT is not interested. Easement for roadway access purposes to and from Hwy 101.</b>	





**PARCEL # 17- 29**

<b>MAP # 71010B002301, 2307</b>	<b>Recommended Category: Auction</b>
<b>Real Market Value \$14,594</b>	<b>Assessed Value \$5,032</b>
<b>Acreage: 0.64</b>	<b>General Area: Vacant land adjacent to Turley lane</b>
<b>Zoning: RA-1 and RA-5</b>	<b>Special Overlay: Wetlands</b>
<b>Comments: Former Railroad right of way, not needed for right of way purposes, except access to tax lot 700 to the west over tax lot 2301.</b>	





**PARCEL # 17-30**

<b>MAP # 80909CC05000, 5001, 5100</b>	<b>Recommended Category: Auction</b>
<b>Real Market Value \$31,471</b>	<b>Assessed Value \$19,009</b>
<b>Acreage: 0.70</b>	<b>General Area: Off of 29th and Irving Avenues in Astoria</b>
<b>Zoning: R2 – Medium Density Residential</b>	<b>Special Overlay: Slide area</b>
<b>Comments: City of Astoria has retained a 20 foot wide easement over the eastern most part of tax lot 5100 for access and utility purposes. Value only to adjoining property owners due to topography and slide area.</b>	





**PARCEL # 17- 31**

<b>MAP # 81021CC00401</b>	<b>Recommended Category: Auction</b>
<b>Real Market Value \$18,579</b>	<b>Assessed Value \$7,770</b>
<b>Acreage: 1.53</b>	<b>General Area: Warrenton</b>
<b>Zoning: R-40, Low Density Residential</b>	<b>Special Overlay: Mostly upland, only small portions of edges in Locally Significant Wetlands</b>
<b>Comments: No improved access to property</b>	





IN THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

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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 25<sup>th</sup> day of April 2012

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

  
\_\_\_\_\_  
Peter Huhtala, Chairperson

**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 owned 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.



**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**August 9, 2017**

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**Issue/Agenda Title:** Approve Reappointments to the Ambulance Service Area Advisory (ASAA) Committee

**Category:** Business

**Prepared By:** Tiffany Brown

**Presented By:** Tiffany Brown

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**Issue before the Commission:** Approve recommended appointment to the ASAA Committee.

**Informational Summary:** The ASA Advisory Committee meets quarterly to hear concerns regarding the service provided by Medix and to review the ASA Plan, gather input, and recommend revisions to the plan when appropriate. The Committee is facilitated by the County Emergency Manager and staffed by the Public Health Director and/or County Health Officer.

Currently, the ASA Committee has two expired positions. The first is a "Citizen" position currently filled by Duane Johnson, and the second is the "Registered Nurse" position held by Jill Tillotson. Both committee members were initially appointed in June 2015 and both have indicated interest in reappointment. On July 25, 2017, the ASAA Committee met to appoint a new Chair and Vice-Chair and to discuss the committee vacancies. Members noted in that discussion that already the committee has had an unfilled citizen position for almost two years despite repeated recruitment attempts. More recently, a second citizen position was left vacant by the death of a committee member, also the Chair. The group agreed to support the reappointment of both Johnson and Tillotson who were also nominated Chair and Vice-Chair respectively.

**Fiscal Impact:** None.

**Options to Consider:**

1. Approve recommended appointments to the ASAA Committee.
2. Reject the recommended appointments to the ASAA Committee.

**Staff Recommendation:** Option #1

**Recommended Motion:** *"I move to approve the ASAA Committee's recommendation to reappoint Jill Tillotson and Duane Johnson to the Ambulance Service Area Advisory Committee."*

**Attachment List:**

- A. Original committee applications for Tillotson and Johnson.



# VOLUNTEER APPLICATION

Clatsop County, Oregon  
800 Exchange St., Suite 410, Astoria, Oregon 97103 (503) 325-1000

Thank you for your interest in volunteering with Clatsop County. Volunteers must be at least 16 years old. Please take a few moments to provide the following information:

Please Print:

Last Tillotson First Jill Middle E

Home or Mailing Address: 90975 Hwy 207

City: Astoria State: OR Zip: 97103

Day Phone: 503-338-4017 Evening Phone: 503-338-8369 Fax: 503-338-7508

E-mail: jill\_tillotson@columbia Driver's license # and state: 6936612 OR  
memrid.org

Please list in order of preference the kind of volunteer jobs that interest you:

- 1. ambulance 2. \_\_\_\_\_ 3. \_\_\_\_\_

Why are you interested in volunteering? public service, networking

Please briefly describe your pertinent experience, training or skills. (Having no previous experience or training will not disqualify you for volunteering.):

ED RN Manager

Previous volunteer experience: nothing current

What days and times are you available to work? fairly open

List the maximum hours per week you are willing to volunteer: 2

Most volunteer work requires a commitment of time. Please tell us for how long you would be available. Please choose a timeframe:  1-3 months  6-12months  One year plus  Special project/event

Are you currently volunteering with the county in any other capacity?

Do you have any relatives working or volunteering with the county?

Please list any accommodations you would require or any limitations we should be aware: Ø

Please be advised that if you volunteer to work with or around children, or if you volunteer to be a citizen member of the Public Safety Coordinating Council, a background investigation may be required prior to your application being approved.

My signature below affirms that all information is true and correct to the best of my knowledge and that I understand any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my acceptance as a volunteer with the county, may result in my dismissal. Information you provide on this application may become part of the public record.

Volunteer's Signature: [Signature] Date: 5-18-15

OFFICE USE ONLY:  
Application:  Accepted  Denied Reason: \_\_\_\_\_  
Department Placed: \_\_\_\_\_ Start date: \_\_\_\_\_ End Date: \_\_\_\_\_  
FORWARD COPY TO HUMAN RESOURCES.



# VOLUNTEER APPLICATION

Clatsop County, Oregon  
800 Exchange St., Suite 410, Astoria, Oregon 97103 (503) 325-1000

Thank you for your interest in volunteering with Clatsop County. Volunteers must be at least 16 years old. Please take a few moments to provide the following information:

Please Print:

Last Johnson First Duane Middle n

Home or Mailing Address: PO Box 924/ 232 W. Coos St

City: Cannon Beach State: Or Zip: 97110

Day Phone: 503-436-0451 Evening Phone: 503-436-1474 Fax: 503-436-2913

E-mail: duanejohnson2@yahoo.com Driver's license # and state: 769080, Oregon

Please list in order of preference the kind of volunteer jobs that interest you:

1. Ambulance Advisory 2. \_\_\_\_\_ 3. \_\_\_\_\_

Why are you interested in volunteering? To be involved in the community

Please briefly describe your pertinent experience, training or skills. (Having no previous experience or training will not disqualify you for volunteering.):

Volunteer Fire Fighter, EMT training, 20 years retired

Previous volunteer experience: Seaside School District Board of Directors, 22 years

What days and times are you available to work? most any time

List the maximum hours per week you are willing to volunteer: 8

Most volunteer work requires a commitment of time. Please tell us for how long you would be available.

Please choose a timeframe:  1-3 months  6-12months  One year plus  Special project/event

Will your volunteerism fulfill any obligation of the following?:  Community Service  Work-study  Job Training

Are you currently volunteering with the county in any other capacity? no

Do you have any relatives working or volunteering with the county? no

Please list any accommodations you would require or any limitations we should be aware of:

none

**Please be advised that if you volunteer to work with or around children a background investigation may be required prior to your application being approved.**

My signature below affirms that all information is true and correct to the best of my knowledge and that I understand any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my acceptance as a volunteer with the county, may result in my dismissal. Information you provide on this application may become part of the public record.

Volunteer's Signature: [Signature] Date: \_\_\_\_\_

**OFFICE USE ONLY:**

Application:  Accepted  Denied Reason: \_\_\_\_\_

Department Placed: \_\_\_\_\_ Start date: \_\_\_\_\_ End Date: \_\_\_\_\_



**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**August 9, 2017**

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**Issue/Agenda Title:** Approval of the IGA with Oregon Health Authority for substance abuse prevention services

**Category:** Business Agenda

**Prepared By:** Jill Quackenbush

**Presented By:** Greg Engebretson

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**Issue before the Commission:** Should Clatsop County enter into an intergovernmental agreement with the Oregon Health Authority for the financing of substance abuse prevention services.

**Informational Summary:** The Oregon Health Authority (OHA) provides funding to counties for the coordination of substance abuse prevention. OHA requires the counties to sign an intergovernmental agreement detailing the services to be provided, biennial planning for service delivery, and the terms and conditions for financing community substance abuse prevention services.

Historically, funding for substance abuse prevention services was part of the OHA IGA for mental health and addiction services (formerly SE 70). OHA has restructured this biennium, moving the state monitoring of substance abuse prevention out of Health Policy and Analytics (formerly Addiction and Mental Health Division) to the Public Health Division, Health Promotion and Chronic Disease Prevention unit. Therefore, a new and separate IGA is required for the financing of services.

Substance Abuse Prevention will continue to operate out of the Juvenile Department, where it has been successfully housed for the last seven years.

**Fiscal Impact:** \$122,500.00 revenue for the 2107-2019 biennium

**Options to Consider:**

1. Move to approve the IGA with OHA for the financing of substance abuse prevention services
2. Chose not to approve the IGA with OHA for the financing of substance abuse prevention services resulting in a loss of revenue and services to the community.

**Staff Recommendation:** Option #1

**Recommended Motion:** *“I move to approve the intergovernmental agreement with Oregon Health Authority for the financing of substance abuse prevention services authorizing the County Manager to sign the agreement and all future amendments.”*

**Attachment List:**

- A. OHA IGA for substance abuse prevention services





**Grant Agreement Number 155012**

**STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" or "Agency," and

**Clatsop County**  
**800 Exchange Street, Suite 410**  
**Astoria, OR 97103**  
**Telephone: 503-325-1000**  
**Facsimile: 503-325-8325**  
**E-mail address: [cammoore@co.clatsop.or.us](mailto:cammoore@co.clatsop.or.us)**

hereinafter referred to as "Recipient."

The Program to be supported under this Agreement relates principally to OHA's

**Public Health Division**  
**Health Promotion & Chronic Disease Prevention Section**  
**800 NE Oregon Street, Suite 730**  
**Portland, OR 97232**  
**Agreement Administrator: Luci Longoria or delegate**  
**Telephone: 971-673-1064**  
**Facsimile: 971-673-0994**  
**E-mail address: [luci.longoria@state.or.us](mailto:luci.longoria@state.or.us)**

**1. Effective Date and Duration.**

Upon approval of this Agreement by the Department of Justice and all parties, this Agreement shall become effective **July 1, 2017**, regardless of the date it is signed by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **July 30, 2019**. Agreement termination or expiration shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Recipient that has not been cured.

**2. Agreement Documents.**

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: Information Required by 2 CFR 200.331(a)(1)

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, C and E.

**3. Grant Disbursement Generally.**

a. The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$122,500.00**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

**4. Vendor or Sub-Recipient Determination.**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

Recipient is a sub-recipient       Recipient is a vendor       Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: **93.959**

**5. Recipient Data and Certification.**

**a. Recipient Information.** Recipient shall provide the information set forth below.

**Please print or type the following information**

**Recipient Name (exactly as filed with the IRS):** \_\_\_\_\_

Street address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_ Facsimile: (     ) \_\_\_\_\_

Federal Employer Identification  
Number: \_\_\_\_\_

**Proof of Insurance:**

Workers' Compensation Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

The above information must be provided prior to Agreement execution. Recipient shall provide proof of insurance upon request by OHA or OHA designee.

**b. Certification.** The Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. The Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient. Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies that:

- (1) The information shown in this Section 5., Recipient Data and Certification, is Recipient's true, accurate and correct information;
- (2) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

- (3) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
  - (4) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
  - (5) Recipient is not subject to backup withholding because:
    - (a) Recipient is exempt from backup withholding;
    - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
    - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.
- c. Recipient is required to provide its Federal Employer Identification Number (FEIN) to OHA. By Recipient's signature on this Agreement, Recipient hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, Recipient is also required to provide OHA with the new FEIN within 10 days.

**RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

6. **Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

**Clatsop County**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**State of Oregon acting by and through its Oregon Health Authority**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved as to form:**

*Via e-mail by Cynthia Byrnes, Assistant Attorney General*

*7/10/17*

Assistant Attorney General

Date

**OHA Program Review:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT A**  
**Part 1**  
**Program Description**

**1. SAPT BG Program Description**

Substance Abuse Prevention and Treatment Block Grant (SAPT BG) funds are used to prevent alcohol, tobacco and drugs use and associated effects, across the lifespan. The SAPT BG program's objective is to help plan, implement and evaluate strategies that prevent substance abuse, by reducing of risk factors and increasing protective factors associated with alcohol, tobacco and other drugs. (See <https://www.samhsa.gov/grants/block-grants/sabg>)

SAPT BG programs, defined by the National Academies of Science Continuum of Care prevention categories, include promotion, universal direct, universal indirect, selective, and indicated prevention:

- Promotion and universal prevention addresses the entire population with messages and programs aimed at prevention or delaying the use of alcohol, tobacco and other drugs.
- Selective prevention targets are subsets of the total population that are deemed to be at risk for substance abuse by virtue of membership in a particular population segment.
- Indicated prevention is designed to prevent the onset of substance abuse in individuals who do not meet criteria for addiction but who are showing elevated levels of risk and early danger signs.

SAPT BG programs support implementation of the Center for Substance Abuse Prevention's (CSAP) six strategies:

- 1) Information Dissemination;
- 2) Prevention Education;
- 3) Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives;
- 4) Community Based Processes;
- 5) Environmental/Social Policy; and
- 6) Problem Identification and Referral.

**2. Required Recipient Activities (each an "Activity")**

- 2.1** Recipient shall submit to Oregon Health Authority (OHA) for approval, a Biennial Alcohol and Drug Prevention and Education Program (ADPEP) Plan ("Biennial ADPEP Plan"), for 2017-19 and 2019-21 which details the strategies to be implemented, as outlined in this Program Description and as described in annual guidance documents provided by OHA and the goals, objectives and outcomes to be achieved by implementing those strategies. (**Completion Due:** the 2017-19 Biennial ADPEP Plan was due June 26, 2017 under the previous grant and Service Element; and the second 2019-21 Biennial ADPEP Plan is due June 30, 2019).

2.2 Recipient shall implement the Recipient's OHA-approved 2017-19 Biennial ADPEP Plan, including but not limited to, the following types of activities:

- Information Dissemination – local implementation of media campaigns; Public Service Announcements (PSA);
- Prevention Education – assuring school policy supports evidence-based school curricula and parenting education and skill building; peer leadership; classroom education;
- Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives - youth leadership and community service projects that support policy strategies and goals; mentoring programs;
- Community Based Processes - community engagement and mobilization; Building and effectively managing prevention coalitions;
- Environmental/Social Policy - school policies and community or organizational rules and laws regulating alcohol, tobacco and other drugs; and
- Problem Identification and Referral – sustainable referral systems to evidence-based health care systems, services and providers.

**(Completion Due:** on an ongoing basis throughout the term of this Agreement).

2.3 Recipient shall coordinate with the local Tobacco Prevention and Education Program (TPEP) to include detail of coordinated strategies in the Recipient's OHA-approved 2017-19 Biennial ADPEP Plan to advance and coordinate tobacco prevention for:

- Establishing tobacco-free properties; and/or
- Tobacco retail restrictions.

**(Completion Due:** on an ongoing basis throughout the term of this Agreement).

2.4 Recipient shall participate in site visits, state trainings, meetings and evaluation activities as requested or required by OHA. **(Completion Due:** on an ongoing basis throughout the term of this Agreement).

### 3. Reporting Requirements

3.1 Recipient shall report to OHA semi-annually to describe progress made in completing activities and achieving the goals and objectives set forth in the Recipient's OHA-approved Biennial ADPEP Plan. **(Semi-Annual Progress Reports Due:** on an ongoing basis throughout the term of this Agreement each six months beginning with the first report in January, 2018 and as otherwise

requested by OHA).

- 3.2 Recipient shall submit written annual Progress reports to OHA using forms and procedures provided by OHA to describe results in achieving the goals and objectives through implementing the evidence-based strategies set forth in the Recipient's OHA-approved Biennial ADPEP Plan as well as any obstacles encountered, successes and lessons learned. (**Annual Progress Reports Due:** July 30, 2018 and July 30, 2019.)



**EXHIBIT A**  
**Part 2**  
**Payment and Financial Reporting**

**1. Expenditure of Grant Funds.**

- a. OHA will reimburse Recipient for allowable expenses incurred in performing Program activities as described in **Exhibit A, Part 1, Program Description** consistent with the OHA approved Budget\* for the subject period.

**\*Note re: Budget Adjustments:**

Budget adjustments of up to 10% of the cumulative grant award amount are allowable between or within Budget categories and line items. No OHA approval is required for such adjustments, but Recipient shall notify the OHA Agreement Administrator of all such changes.

Budget adjustments exceeding 10% of the cumulative grant award amount between or within Budget categories and line items require the prior written approval of the OHA Agreement Administrator.

- b. Recipient shall prepare and submit written Expenditure Reports and Reimbursement Requests at least quarterly and no more than monthly and within 30 days of the subject period end.
- c. Recipient's Expenditure Reports and Reimbursement Requests shall include:
- Recipient's name
  - Agreement number;
  - Agreement not-to-exceed (NTE) amount;
  - Budget NTE amount per Activity;
  - An itemized list of Program expenses to be reimbursed for the subject period (such as personnel, fringe, travel, supplies, indirect, other); and
  - Amounts billed by Recipient for current Reimbursement Request period by Activity; and
  - The cumulative amounts billed by Recipient to date per Activity; and
- d. Recipient's Expenditure Reports shall include a detailed accounting report of the itemized expenses. Supporting documentation of Program expenses must be maintained by Recipient and made available to OHA upon request. Recipient shall revise and resubmit Expenditure Reports to OHA's satisfaction.
- e. Recipient shall send all Expenditure Reports and Reimbursement Request, to OHA's Contract Administrator (Luci Longoria) and Contract Coordinator (Ashley Thirstrup) at following email addresses, or to any other address as OHA may indicate in writing to Recipient: [luci.longoria@state.or.us](mailto:luci.longoria@state.or.us); [ashley.thirstrup@state.or.us](mailto:ashley.thirstrup@state.or.us).

2. **Travel and Other Expenses.**

OHA will not reimburse Recipient for any travel or additional expenses under this Agreement.

**EXHIBIT A**  
**Part 3**

1. **Federal Whistleblower Protection.** Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Pilot Program for Enhancement of Employee Whistleblower Protection.

**EXHIBIT B**  
**Standard Terms and Conditions**

**1. Governing Law, Consent to Jurisdiction.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.

**2. Compliance with Law.**

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.

**3. Independent Parties.**

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

**4. Grant Funds; Payments.**

- a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
- b. Disbursement Method. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 as applicable, and any other OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must maintain at its own expense a single financial institution or

authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to OHA on a OHA-approved form.

**5. Recovery of Overpayments.**

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.

**6. Reserved.**

**7. Contribution.**

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 a 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. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim ), the 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 the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative

intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the 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 the Recipient on the one hand and of the 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. The Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

This Section shall survive expiration or termination of this Agreement.

#### **8. Indemnification by Subcontractors.**

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

**1. Default; Remedies; Termination.**

- a. Default by Recipient. Recipient shall be in default under this Agreement if:
- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
  - (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
  - (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
  - (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- b. OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
- (1) termination of this Agreement under Section 9.c.(2);
  - (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
  - (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or

- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
  - (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
  - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
  - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
  - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 9.a.
- (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.



**2. Insurance.**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

**3. Records Maintenance, Access.**

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

**4. Information Privacy/Security/Access.**

If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

**5. Assignment of Agreement, Successors in Interest.**

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.

- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

**14. Resolution of Disputes.**

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. This Section shall survive expiration or termination of this Agreement.

**15. Subcontracts.**

Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

**16. No Third Party Beneficiaries.**

OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

**17. Severability.**

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

**18. Notice.**

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication

or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**OHA:** Office of Contracts & Procurement  
250 Winter St. NE, Room 306  
Salem, OR 97301  
Telephone: 503-945-5818  
Facsimile: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

**19. Headings.**

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

**20. Amendments; Waiver; Consent.**

OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.

**21. Merger Clause.**

This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.

**22. Limitation of Liabilities.**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

**EXHIBIT C**  
**SUBCONTRACTOR INSURANCE REQUIREMENTS**

Recipient shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: (i) obtain insurance specified under Types and Amounts and meeting the requirements under Additional Insured, Tail Coverage, Notice of Change or Cancellation, and Certificate(s) or Proof of Insurance before the contractors perform under contracts between Recipient and the contractors (the "Subcontracts"), and (ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when the Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Recipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

**1. Types and Amounts**

**a. Workers' Compensation and Employers' Liability:**

Subcontractors that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident. Out-of-state employers, including Subcontractor, shall provide Workers' Compensation insurance coverage for their employees as required by applicable Workers' Compensation laws including Employers' Liability insurance coverage with limits not less than \$500,000.

**b. Professional Liability:**

Required      Not required

**c. Commercial General Liability:**

Required      Not required

Commercial General Liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage for the indemnity

provided under this Agreement. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

d. **Abuse and Molestation:**  
 Required  Not required

e. **Automobile Liability:**  
 Required  Not required

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

2. **Excess/Umbrella:**

A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance.

3. **Additional Insured:**

The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Subcontractor's activities to be performed under the Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of their ongoing operations must be on ISO Form CO 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CO 20 37 04 13 or equivalent.

4. **Tail Coverage:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Subcontractor shall maintain either Tail Coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) Subcontractor's completion and OHA's acceptance of all Services required under this Agreement, or, (ii) OHA or Recipient termination of Agreement, or, (iii) The expiration of all warranty periods provided under this Agreement.

5. **Certificate(s) and Proof of Insurance:**

Recipient shall obtain from the contractor a Certificate(s) of Insurance for all required insurance before the contractor delivers any Goods and performs any Services required

under the subcontract. The Certificate(s) or attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage. If Excess/Umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As Proof of Insurance OHA has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

**6. Notice of Change or Cancellation:**

The Subcontractor or its insurer must provide at least 60 days’ written notice to OHA before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**7. Insurance Requirement Review:**

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

**8. OHA Acceptance:**

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

**EXHIBIT D**  
**Federal Terms and Conditions**

**General Applicability and Compliance.** Unless exempt under 45 Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Recipient shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

**1. Miscellaneous Federal Provisions.**

Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of OHA Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.

**2. Equal Employment Opportunity.**

If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**3. Clean Air, Clean Water, EPA Regulations.**

If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to

OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

**4. Energy Efficiency.**

Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

**5. Truth in Lobbying.** By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Recipient under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation



before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

## **6. Resource Conservation and Recovery.**

Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

## **7. Audits.**

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

completion. If Recipient expends less than \$750,000 in a federal fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance Access".

**8. Debarment and Suspension.**

Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

**9. Drug-Free Workplace.**

Recipient shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Recipient certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Recipient's workplace or while providing services to OHA Clients. Recipient's notice shall specify the actions that will be taken by Recipient against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by 41 U.S.C. 8104; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Recipient, or any of Recipient's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Recipient or Recipient's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the

Recipient or Recipient's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

**10. Pro-Children Act.**

Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

**11. Medicaid Services.**

Recipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Recipient shall acknowledge Recipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).

**12. Agency-based Voter Registration.**

If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

**13. Disclosure.**

- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- d. Recipient shall make the disclosures required by this Section to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

**14. Federal Intellectual Property Rights Notice.**

The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
    - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
    - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
  - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
  - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
15. **Other Environmental Standards.** Contractor shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
16. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
  - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
  - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent

applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.

17. In addition, Recipient shall comply with all federal requirements applicable to grants utilizing CFDA #93.959, as applicable, and as set forth in the following website(s): <https://www.cfda.gov/programs/93.959>.

## EXHIBIT E

### Information Required by 2 CFR 200.331(a)(1)\*

#### Federal Award Identification

1. Subrecipient\* Name (which must match the name associated with 2. below):  
**Clatsop County**
2. Subrecipient's Unique Entity Identifier (i.e., DUNS number): \_\_\_\_\_
3. Sub-award Period of Performance Start and End Date: From: 7/1/2017 To: 7/30/2019.
4. Total Amount of Federal Funds Obligated by this Agreement: \$106,758.00
5. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement\*\*: \$106,758.00
6. Name of pass-through entity, and contact information for awarding official of the pass-through entity:
  - (a) Name of pass-through entity: Oregon Health Authority
  - (b) Contact Information for awarding official of the pass-through entity:  
Michael Morris; Behavioral Health Policy Administrator, Health Policy and Analytics; 503-947-5539; Michael.n.morris@state.or.us  
and Luci Longoria, Health Promotion Manager; 971-673-1064; luci.longoria@state.or.us
7. **Federal Award: SAPT**
  - (a) Federal Award Identification Number (FAIN): 2B08TI010043-16
  - (b) Federal Award Date: 10/01/2015-9/30/2017 (The money is continuous and another NOA will be received in October 2017)
  - (c) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$106,758.00
  - (d) Federal Awarding Agency: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment
  - (e) Federal Award Project Description: Provides block grant resources for treatment services (OHA Health Services) and foundational substance abuse prevention (PHD) to address alcohol, tobacco and other drugs.
  - (f) CFDA Number and Name: 93.959 (Substance Abuse Prevention and Treatment Block Grant)  
Amount: \$10,289,173

- (g) Indirect Cost Rate: **5% of total direct cost**
- (h) Is Award Research and Development?  Yes  No

8. **Federal Award: SPF-PFS**

- (a) Federal Award Identification Number (FAIN): **5U79SP020705-03**
- (b) Federal Award Date: **9/30/2016-9/29/2017 (The money is continuous and another NOA will be received in October 2017)**
- (c) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: **\$0 - Not Applicable**
- (d) Federal Awarding Agency: **Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment**
- (e) Federal Award Project Description: **Provides resources to complement and accelerate alcohol prevention for 18-25 year olds.**
- (f) CFDA Number and Name: **93.243 (Oregon Strategic Prevention Framework- Partnership for Success)**  
Amount: **\$2,016,000**
- (g) Indirect Cost Rate: **15% of personnel and fringe only**
- (h) Is Award Research and Development?  Yes  No

\*For the purposes of this Exhibit F, “Subrecipient” refers to **County** and “pass-through entity” refers to OHA.

\*\*The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity from **7/1/17 to 7/30/2019**.