



# **TILLAMOOK COUNTY BOARD OF COMMISSIONERS NOTICE OF MEETING AGENDAS**

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## **BOARD OF COMMISSIONERS**

**Erin D. Skaar**, Chair  
*eskaar@co.tillamook.or.us*

**Mary Faith Bell**, Vice-Chair  
*mfbell@co.tillamook.or.us*

**David Yamamoto**, Commissioner  
*dyamamoto@co.tillamook.or.us*

## **CONTACT**

Tillamook County Courthouse  
201 Laurel Avenue  
Tillamook, Oregon 97141  
503.842.3403  
[www.co.tillamook.or.us](http://www.co.tillamook.or.us)

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## **COMMUNITY UPDATE MEETING**

**Tuesday, September 19, 2023 at 8:00 a.m.**  
*Teleconference and KTIL-FM at 95.9*

## **BOARD MEETING**

**Wednesday, September 20, 2023 at 9:00 a.m.**  
**Board of Commissioners' Meeting Room 106**  
*County Courthouse, Teleconference, and Live Video at [tctvonline.com](http://tctvonline.com)*

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## **MEETING – 2023-09-20 BOCC MEETING AUDIO LOG.MP4**

CALL TO ORDER: Wednesday, September 20, 2023 9:00 a.m.

1. 02:22 Welcome & Request to Sign Guest List
2. 02:35 Pledge of Allegiance
3. ----- Public Comment: There were none.
4. Non-Agenda Items:  
03:00 Unscheduled Agenda Item/Commissioner Erin Skaar

### **LEGISLATIVE – ADMINISTRATIVE**

5. 03:08 Discussion and Consideration of Intergovernmental Agreement Number 181336 with the State of Oregon Department of Human Services to Loan a Compact Rapid Deployment Communication Device/Randy Thorpe, Director, Emergency Management  
  
A motion was made by Commissioner Yamamoto and seconded by Vice-Chair Bell. The motion passed with three aye votes. The Chair signed the agreement.
6. 12:40 Discussion and Consideration of an Order in the Matter of Declaring a Local State of Emergency within Tillamook County/Randy Thorpe, Director, Emergency Management  
  
A motion was made by Commissioner Yamamoto and seconded by Vice-Chair Bell. The motion passed with three aye votes. The Board signed Order #23-062.
7. 33:02 Discussion and Consideration of an Order in the Matter of Declaring County-Owned Property as Surplus/Jeff Underwood, Information Technology Operations Manager, Information Services  
  
A motion was made by Commissioner Yamamoto and seconded by Vice-Chair Bell. The motion passed with three aye votes. The Board signed Order #23-063.
- 35:59 **UNSCHEDULED:** Discussion Concerning an Engagement Letter between Tillamook Lightwave and Aldrich CPAs + Advisors LLP/Commissioner David Yamamoto
8. 46:08 Discussion and Consideration of a Grant Application to the United States Department of Transportation's Rural and Tribal Assistance Pilot Program for the Cape Kiwanda Traffic Realignment and Multi-Modal Path Project/Rachel Hagerty, Chief of Staff  
  
A motion was made by Commissioner Yamamoto and seconded by Vice-Chair Bell. The motion passed with three aye votes. The Board approved the grant application.
9. 50:10 Board Concerns: There were none.

10. 50:16 Board Announcements

**ADJOURN – 9:51 a.m.**

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## **JOIN THE BOARD OF COMMISSIONERS' MEETINGS**

The board is committed to community participation and provides opportunity for public attendance during meetings via in-person and teleconference.

- **Community Update Meetings: Tuesdays at 8:00 a.m.**
  - Teleconference: Dial 971-254-3149, Conference ID: 736 023 979#
  - Radio: KTIL-FM at 95.9
- **Board Meetings: Wednesdays at 9:00 a.m.**
  - County Courthouse: Board of Commissioners' Meeting Room 106, 201 Laurel Avenue, Tillamook
  - Teleconference: Dial 971-254-3149, Conference ID: 736 023 979#
  - Live Video: [tctvonline.com](http://tctvonline.com)

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## **MEETING INFORMATION AND RULES**

- Matters for discussion and consideration by the board shall be placed on an agenda prepared by the staff and approved by the board chair. Any commissioner may request items on the agenda.
- Public hearings are formal proceedings publicized through a special public notice issued to media and others. Public hearings held by the board are to provide the board an opportunity to hear from the public about a specific topic. Public hearings are therefore different regarding audience participation at board meetings.
- Commissioners shall be addressed by their title followed by their last name.
- Commissioners shall obtain approval from the chair before speaking or asking questions of staff, presenters, and public. As a courtesy, the chair shall allow an opportunity, by the commissioner who has the floor, to ask immediate follow-up questions.
- A majority of the board shall constitute a quorum and be necessary for the transaction of business.
- All board meeting notices are publicized in accordance with public meeting laws.
- All board meetings shall commence with the Pledge of Allegiance.
- The chair will utilize the gavel as needed to maintain order, commence and adjourn meetings, and signal approval of motions.
- The board reserves the right to recess to executive session as may be required at any time during these meetings, pursuant to ORS 192.660(1).
- The courthouse is accessible to persons with disabilities. If special accommodations are needed for persons with hearing visual, or manual impairments who wish to participate in the meeting, contact (503) 842-3403 at least 24 hours prior to the meeting so that the appropriate communications assistance can be arranged.

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## **PUBLIC COMMENT**

- Providing public comment is an opportunity for constituents to be heard and express their views to the board.
- The board allows public comment at board meetings during the public comment period designated on the agenda.
- Comments are limited to one per person and per agenda item.
- Comments must be related to the agenda item(s) previously registered to comment on.
- The allotted time for public comments is two minutes per person; this time may not be allotted to another speaker. The chair may, at their sole discretion, further limit or expand the amount of time.
- The public comment opportunity is not a discussion, debate, or dialogue between the speaker and the board, which may or may not respond.
- Members of the public do not have the right to disrupt the meeting; the board may prohibit demonstrations such as booing, hissing, or clapping.
- Remarks containing hate speech, profanity, obscenity, name calling or personal attacks, defamation to a person, people, or organization, or other remarks the board deems inappropriate will not be allowed.
- Failure to follow all rules and procedures may result in not being able to provide public comment and/or being removed from the meeting.

### **In-Person Procedures**

- Sign in before the meeting begins and indicate your desire to provide public comment and which agenda item you would like to comment on. When your name is announced, please come forward to the table placed in front of the dais and for the record, first identify yourself, area of residence, and organization represented, if any.

### **Virtual Procedures**

- Register by sending an email to [publiccomments@co.tillamook.or.us](mailto:publiccomments@co.tillamook.or.us) by 12:00 p.m. on the Tuesday prior to the board meeting. The email must contain all of the following information:
  - Full name, area of residence, and phone number.
  - Agenda item(s), you wish to comment on.
- Once registered, and before the start of the meeting, board staff will email a Microsoft Teams meeting link.
- When logged in to the meeting you must remain muted with your camera off until your name is called, then you unmute and turn on your camera.
- The chair may require those providing virtual comment to turn on their camera while providing comment or testimony.

### **Written Procedures**

- Written comments may be mailed to 201 Laurel Avenue, Tillamook, Oregon 97141 or emailed to: [publiccomments@co.tillamook.or.us](mailto:publiccomments@co.tillamook.or.us).
- Written comments received by 12:00 p.m. on the Tuesday prior to the board meeting will be distributed to the board and posted online. All written comments submitted become part of the permanent public meeting record.

## **AGENDAS**

### **COMMUNITY UPDATE**

CALL TO ORDER: Tuesday, September 19, 2023 8:00 a.m.

1. Welcome and Board of Commissioners' Roll Call
2. Adventist Health Tillamook
3. Coastal Caucus
4. Tillamook County Community Health Center
5. Nehalem Bay Health Center & Pharmacy
6. Tillamook Family Counseling Center
7. Sheriff's Office
8. Emergency Management
9. Board of Commissioners
10. Cities
  - a. Manzanita
  - b. Nehalem
  - c. Wheeler
  - d. Rockaway Beach
  - e. Garibaldi
  - f. Bay City
  - g. Tillamook
  - h. South County

### **ADJOURN**

## **MEETING**

CALL TO ORDER: Wednesday, September 20, 2023 9:00 a.m.

1. Welcome & Request to Sign Guest List
2. Pledge of Allegiance
3. Public Comment
4. Non-Agenda Items

## **LEGISLATIVE – ADMINISTRATIVE**

5. Discussion and Consideration of Intergovernmental Agreement Number 181336 with the State of Oregon Department of Human Services to Loan a Compact Rapid Deployment Communication Device/Randy Thorpe, Director, Emergency Management
6. Discussion and Consideration of an Order in the Matter of Declaring a Local State of Emergency within Tillamook County/Randy Thorpe, Director, Emergency Management
7. Discussion and Consideration of an Order in the Matter of Declaring County-Owned Property as Surplus/Jeff Underwood, Information Technology Operations Manager, Information Services
8. Discussion and Consideration of a Grant Application to the United States Department of Transportation's Rural and Tribal Assistance Pilot Program for the Cape Kiwanda Traffic Realignment and Multi-Modal Path Project/Rachel Hagerty, Chief of Staff
9. Board Concerns
10. Board Announcements

## **ADJOURN**

## **OTHER MEETINGS AND ANNOUNCEMENTS**

The Local Public Safety Coordinating Council (LPSCC) teleconference will be held on **Monday, September 18, 2023** at **12:00 p.m.** The teleconference number is 1-971-254-3149, Conference ID: 155 859 952#.

The Commissioners will attend a County Strategic Plan Work Session on **Monday, September 18, 2023** at **2:00 p.m.** The teleconference number is 1-971-254-3149, Conference ID: 238 810 248 796.

The Commissioners will hold a Board Briefing on **Wednesday, September 20, 2023** at **2:00 p.m.** to discuss weekly Commissioner updates. The meeting will be held in the Board of Commissioners' Meeting Room 106 in the Tillamook County Courthouse, 201 Laurel Avenue, Tillamook, Oregon. The teleconference number is 1-971-254-3149, Conference ID: 736 023 979#.

The Commissioners will attend an Association of Oregon Counties' Board of Directors and Legislative Committee Meeting, **September 21-23, 2023**. The meeting will be held at 5500 Running Y Road, Klamath Falls, Oregon.



# BOARD OF COMMISSIONERS' BOARD MEETING

Wednesday, September 20, 2023

	Present	Absent		Present	Absent
Erin Skaar	<u>✓</u>	<u>      </u>	Rachel Hagerty	<u>✓</u>	<u>      </u>
Mary Faith Bell	<u>✓</u>	<u>      </u>	Bill Sargent	<u>✓</u>	<u>      </u>
David Yamamoto	<u>✓</u>	<u>      </u>			

PLEASE PRINT

Name

Email or Address

Item of Interest

No sign-ins

(Please use reverse if necessary)

[illegible]



Aldrich CPAs + Advisors LLP

680 Hawthorne Ave. SE, #140

Salem, Oregon 97301

September 19, 2023

To the Board of Directors  
Tillamook Lightwave Intergovernmental Agency  
Tillamook, Oregon

Re: Business Valuation

Dear Board of Directors:

The purpose of this letter (hereinafter, the "Engagement Letter") and the attached Terms and Conditions ("Terms") is to confirm our understanding of the terms of the services Aldrich CPAs + Advisors LLP (hereinafter, "Aldrich", "us" or "we") will provide to Tillamook Lightwave Intergovernmental Agency ("Tillamook", "you"). The engagement between Tillamook and Aldrich will be governed by the terms of this Engagement Letter and Terms.

#### PURPOSE OF SERVICES

The objective of this valuation engagement is to provide Tillamook with an independent conclusion of value of the fair market value of Tillamook's assets (hereinafter, the "Subject Interest") in Tillamook Lightwave Intergovernmental Agency, as of June 30, 2023 for the purposes set forth in the (draft) Withdrawal Agreement by and between Tillamook Lightwave Intergovernmental Agency and its parties, Tillamook County, Port of Tillamook Bay, and Tillamook People's Utility District (the "Services"), attached as Exhibit A.

As stated in the NACVA Professional Standards, "A Valuation Engagement requires that a member apply valuation approaches or methods deemed in the member's professional judgment to be appropriate under the circumstances and results in a Conclusion of Value."

The resulting conclusion of value should not be used for any other purpose or by any other party for any purpose. Your use of the valuation report for any purpose except that set forth above shall constitute a material breach of this Agreement.

#### SCOPE OF SERVICES

Aldrich anticipates that there will be no restrictions or limitations on the scope of the Services. The Services and our valuation report will be subject to the Statement of Assumptions and Limiting Conditions that are attached as Appendix A.

STANDARD AND PREMISE OF VALUE

When performing the Services, Aldrich will use fair market value as the standard of value. Fair market value is defined in Section 20.2031-1(b) of the U.S. Treasury regulations as:

"The price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts."

Aldrich's analysis will be based on the premise that Tillamook Lightwave Intergovernmental Agency will continue to operate as a going concern.

ALDRICH'S REPRESENTATIONS

Aldrich will perform the Services in accordance with the Professional Standards of the National Association of Certified Valuators and Analysts.

Aldrich agrees to hold in strict confidentiality all proprietary information provided by Tillamook in connection with this Agreement.

Aldrich's professionals and other resources will be used when performing the Services as we deem necessary and appropriate. We will use professional judgment in determining what records and documents will be reviewed and relied on for the purpose of forming our conclusion of value.

Aldrich, its partners and employees have no financial interest or contemplated financial interest in the property that is the subject of this valuation report. We have no interest in or bias with respect to the Subject Interest or the owners thereof.

Fees paid to Aldrich for the Services will neither be dependent nor contingent upon any transaction or determination of value.

Our Services cannot be relied on to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist. However, in the event something comes to our attention that we believe to be of interest, we will bring it to your attention. At the conclusion of the Services, we may ask Tillamook to sign a representation letter on the accuracy and reliability of the financial information used by us when performing the Services.

Additional representations for this Agreement can be found in Appendix A.

CLIENT RESPONSIBILITIES

Tillamook agrees to provide financial and other information to us as reasonably necessary for us to complete our Services. Tillamook will represent that all information and documentation provided or to be

provided is true, correct, and complete to the best of your knowledge and belief. You hereby agree that we may rely upon such information and documentation without independent investigation or verification.

Provided the valuation report is completed consistent with the terms set forth in this Agreement, you agree that we are not required to update our analyses and conclusion for events and circumstances occurring after the date of our report.

Absent any required disclosure pursuant to judicial order or other legal demand or requirement, you expressly understand and agree not to provide any reports or other documents produced by Aldrich to any third parties except to the Tillamook Lightwave Intergovernmental Agency and the parties thereto, their legal counsel or other professional advisors. You further understand that our valuation report is solely for use as set forth in this Agreement and that our report may not be reproduced, distributed, or extracted in whole or in part without Aldrich's express written permission. If Aldrich grants such limited permission in this Agreement or elsewhere, and you intend to reproduce any portion or all of our valuation report, Aldrich must approve the masters or printer's proofs of the report before they are published.

You agree that possession of the work papers or other written documentation regarding the Services does not carry with it the right of publication of all or part of it, nor may it be used or relied upon without previous written consent for any purpose other than that set forth above. No third parties are beneficiaries of Aldrich's Services. Schedules, information, and other work papers developed during the Services by Aldrich are the sole property of Aldrich and, without consent by Aldrich, are not subject to examination or production to you at any time during or after the termination of this Agreement.

#### FEES AND BILLING

Aldrich's fees will be between \$19,500 and \$22,500 and will be billed monthly as work progresses. Aldrich will not issue the final valuation report unless all invoices pertaining to the Services are paid in full.

We appreciate the opportunity to be of service to you and believe this Agreement accurately summarizes the significant terms of the Services. If you have any questions, please let us know. If you acknowledge and agree with the terms of our Services as described in this Agreement and the attached Aldrich CPAs + Advisors LLP General Business Terms & Conditions, please sign this Agreement and return it to us.

Very truly yours,

*Aldrich CPAs + Advisors LLP*

Kyle Kamerlander, CPA, CVA, CEPA  
Partner

Accepted: \_\_\_\_\_

Printed Name: Doug Olson, Director

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

## APPENDIX A

### ASSUMPTIONS & LIMITING CONDITIONS

The Services are subject to the following assumptions and limiting conditions.

1. Our valuation will be based on the most applicable quantitative valuation methods taking into consideration various general factors normally considered in a valuation.
2. You and your representatives will provide us promptly, upon request, all information and documentation reasonably deemed necessary or desirable by us in connection with the valuation. You and your representatives represent and warrant that all information and documentation provided or to be provided to us is true, correct, and complete to the best of your knowledge and belief. We are authorized to rely upon such information and documentation without independent investigation or verification.
3. Information furnished by others, upon which all or portions of this analysis is based, is believed to be reliable but has not been verified except as noted.
4. Possession of our valuation, or a written copy thereof, does not carry with it the right of publication of all or part of it, nor may it be used or relied upon without our previous written consent for any purpose other than that set forth in this Engagement Letter.
5. We are not required to give testimony in court, or to be in attendance during any hearing or deposition, with reference to this valuation unless previous arrangements have been made in connection therewith. You will be invoiced for this additional service at our customary hourly rates, as adjusted from time to time.
6. We are not required to update our valuations for events and circumstances occurring after the date of valuation.
7. Unanticipated events and circumstances affecting our valuations may occur. Therefore, the actual values realized at a date subsequent to the date of valuation may vary from the values set forth in our report and such variations may be material. Our report will contain a statement to that effect.
8. Our report will detail the nature of any reservations we have with respect to our valuation.
9. Our report may contain various summaries of past, present, and future financial performance of the entities being valued. These financial statements are prepared and used solely in developing and presenting our fair market value opinion. They should be considered to be incomplete and to contain departures from GAAP and OCBOA and cannot be used for any purpose other than developing and presenting our opinion of fair market value.

10. Full compliance with all applicable federal, state and local zoning and use, occupancy, environmental, and similar laws and regulations is assumed, unless otherwise stated.
11. This analysis will be made in conformance with the Statement on Standards for Valuation Services of the American Institute of Certified Public Accountants and the Professional Standards of the National Association of Certified Valuation Analysts (NACVA).



## APPENDIX B

### ALDRICH CPAs + ADVISORS LLP GENERAL BUSINESS TERMS & CONDITIONS CONSULTING & ADVISORY SERVICES

This document describes certain customary practices and general terms, conditions, and limitations ("Terms") relating to the delivery of consulting, advisory, or support services ("Services" or "Engagement") by Aldrich CPAs + Advisors LLP ("Aldrich CPAs + Advisors" "we" "our" or "us"). All Services Aldrich CPAs + Advisors provides to its clients or a third party ("you" or "your") are subject to these Terms, and the terms and conditions contained in the accompanying Engagement Letter.

1. *Scope of Services.* Our services will be limited to the consulting, advisory, or support Services as specifically described in our Engagement Letter. If services beyond or different than the Services specifically described in our Engagement Letter are requested by you or required, these additional or modified services will be provided either under a separate engagement or modification of the scope of an existing Engagement at an additional cost to you. We presume requests for additional or modified services by your designated personnel or agents are authorized by you. Our agreement to provide Services under the current Engagement does not obligate us to accept any other engagements with you.
2. *Client Information & Assistance.* For us to effectively provide the Services, you, your employees or contractors must cooperate with us and provide any and all information we request on a timely basis and as set forth in the Engagement Letter. We are entitled to rely on the reliability, accuracy and completeness of all information that you provide without further investigation, and we will not be responsible for any loss, liabilities or other obligations arising from such reliance.
3. *Invoices.* Our fees and expenses are billed on a regular (monthly) basis. Unless otherwise indicated, fees and expenses quoted in our Engagement Letter are estimates and are not contingent on the results of the Services, and each invoice is payable in full on receipt. If you believe any invoice is incorrect or unacceptable, you will notify us in writing within 30 days. Aldrich CPAs + Advisors may suspend or terminate Services and charge interest on amounts due if an invoice remains unpaid more than 30 days after date of invoice.
4. *Confidentiality.* Aldrich CPAs + Advisors and its employees will maintain the confidentiality of your Confidential Information, as defined below. We may disclose Confidential Information if compelled by a court or governmental agency, but we will inform you prior to such disclosure and allow you, at your sole cost and expense, to object to any disclosure. In such event, we will not disclose any Confidential Information prior to final resolution of any objections you have made.

Aldrich CPAs + Advisors will use reasonable precautions to protect your Confidential Information, but we have no obligation to use any measures not regularly employed by us in protecting our own Confidential Information. Except as provided below, "Confidential Information" means information contained in your internal financial and business records, and other information concerning you or your business that is marked "confidential" or otherwise identified as "confidential" in writing at the time of disclosure. Confidential Information does not include information (i) that is or becomes publicly or generally known or available without breach of our obligations under this section, (ii) is disclosed by you to another party without confidentiality restrictions, (iii) is received by us on a non-confidential basis from another

party reasonably presumed to be authorized to make such disclosure, or (iv) previously known or subsequently independently developed by us.

5. *Data Security.* Aldrich CPAs + Advisors regularly communicates via email and stores and processes your information, including Confidential Information, on private networks and secure provider networks, computer servers and applications (the "Cloud"). Emails and other electronically stored and transmitted information could be diverted, intercepted, altered, read, disclosed or otherwise used or communicated by unauthorized third parties. While we will use resources and select suppliers of computer services that we determine provide highly secure environments, the security and protection of email and other electronically stored or transmitted data cannot be guaranteed or warranted. Accordingly, we will not be responsible for and specifically disclaim any liability for any information security breaches whatsoever, unless such breach is the result of our gross negligence or intentional misconduct, subject to the limitations set forth in Section 11.

6. *Deliverables.* We will deliver to you the reports, recommendations, analyses, opinions or other documents, information or deliverables expressly identified in the Engagement Letter ("Deliverables"). Our Deliverables are only for your use and benefit, and do not address the consequences of any other person or entity. Accordingly, no person or entity other than you may rely on the Deliverables. Other than as contemplated in the Engagement Letter, if you provide our Deliverables to a third party, or otherwise disclose or reference our Deliverables, you agree to indemnify Aldrich CPAs + Advisors to the extent applicable in Section 12..

Aldrich CPAs + Advisors retains all intellectual property rights in all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how contained in the Deliverables or that Aldrich CPAs + Advisors may develop or supply in connection with this Engagement.

7. *Document Production & Testimony.* If, during the Engagement or thereafter, we are requested or authorized by you, or if we are required by law or regulation, subpoena or other authorities or legal process, to produce any documents or files, or to make our personnel available in connection with our Engagement, you will reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel or other advisors, incurred in responding to such requests.

8. *Third Parties, Independent Contractors.* In performing the Services, we may use the services of independent contractors or other third party personnel. By engaging us, you authorize us to allow employees of such third parties to access information you have provided to us, including Confidential Information, as necessary to provide the Services. Our use of third parties does not affect our obligations to you under our Engagement Letter or these Terms.

9. *Independence & Conflicting Engagements.* If at any time we determine in our sole discretion that our independence or objectivity is potentially impaired or a conflict of interest exists which prevents us from providing the Services in accordance with the applicable professional and ethical standards, we will notify you of the potential impairment or conflict, and we may withdraw from the engagement, unless the impairment or conflict can be removed to the extent permitted by applicable professional and ethical standards.

10. *Termination.* You may terminate the Engagement Letter at any time by written notice to us. Subject to any restrictions imposed by applicable professions and ethical standards, we may terminate the Engagement at any time upon written notice to you. Termination for any reason will not affect your obligation to pay us for fees and expenses incurred prior to termination, or our obligation to transfer files to and otherwise cooperate with successor accountants. If you terminate any Engagement Letter after we have commenced performing services under a fixed fee arrangement, you are obligated to pay us the entire fixed fee upon termination. All provisions of these Terms and the Engagement Letter will survive the termination of the Engagement Letter, except our obligation to perform Services and your obligation to pay invoices for Services not performed.

11. *Warranties & Limitations.* The Services performed under the Engagement Letter and Terms are professional in nature. Aldrich CPAs + Advisors warrants it will perform the Services in good faith, with due care, and in accordance with any applicable professional standards. Aldrich CPAs + Advisors specifically disclaims all other warranties, either express or implied, and makes no guarantee regarding the results of the Services and/or the use by you or any permitted third party. Aldrich CPAs + Advisors will, on receipt of written notice within a reasonable time following the discovery of the breach, use diligent efforts to cure the breach.

If Aldrich CPAs + Advisors fails to provide an acceptable cure in a reasonable period of time, Aldrich CPAs + Advisors will return the professional fees paid to Aldrich CPAs + Advisors with respect to the Services giving rise to the breach of this warranty, but not to exceed the amount of actual and direct damages resulting from our failure to meet our obligations or the amount of any insurance available to cover any claim by you, whichever is greater. These will be your sole and exclusive remedies. In no event will our liability for any claim arising out of or relating to our failure to meet our obligations under the Engagement Letter or these Terms exceed the amount of the fees actually paid to us under the Engagement Letter or any amounts available under applicable insurance (whichever is greater), or extend to any indirect, consequential, special, exemplary, or punitive damages.

Any claim or action by either party, regardless of its nature, arising out of or relating to any matter under the Engagement Letter or these Terms must be brought with 24 months after the party first knows or has reason to know that the claim or cause of action exists, unless otherwise provided by applicable law.

12. *Indemnification.* You will indemnify and hold harmless, Aldrich CPAs + Advisors, its subcontractors and their personnel from any and all costs, expenses, settlements or penalties ("Liability") related to any proceeding initiated by a third party based on the Services or our Deliverables, except to the extent that such Liability results from Aldrich CPAs + Advisors' gross negligence or intentional misconduct.

13. *Dispute Resolution.* Aldrich CPAs + Advisors and you agree that any dispute regarding the Services will be finally resolved first through mediation, and, if unsuccessful, through arbitration. Following a good faith attempt by the parties' representatives to resolve the dispute, non-binding mediation may be initiated by either party, and the parties will select a mediator acceptable to both and will share the cost of mediation equally. Failing resolution through mediation, the parties will submit the dispute to binding arbitration before a single arbitrator with accounting industry experience and reasonably acceptable to the parties. The arbitration will be subject to the rules established by the parties, or the arbitrator if the parties cannot agree. Arbitration will take place in Clackamas County, Oregon, or such other place as the parties may agree. The findings of the arbitrator will be final and binding, and enforceable in any court with appropriate jurisdiction.

Each party shall bear its own cost related to the arbitration; provided, however, the parties shall share the fees and expenses of the arbitrator equally.

You acknowledge and agree that no affiliated or related entity of Aldrich CPAs + Advisors will have any liability to you or any other person, and you will not bring any action against any such affiliated or related entity of Aldrich CPAs + Advisors in connection with the Engagement.

14. *General.* These Terms and the Engagement Letter represent our entire agreement and understanding concerning the Services described in the Engagement Letter, and supersede all prior negotiations, commitments or agreements. These Terms and the Engagement Letter may only be amended by our written agreement. In the event of a conflict between these Terms and the Engagement Letter, the Engagement Letter will prevail.

If either party is delayed in performance or has the inability to perform due to any breach of this agreement by the other party, act of God, labor dispute or strike, war or civil disturbance, significant cyber security incident perpetrated by an external third party, or any other cause beyond that party's control and not due to that party's fault or negligence, then the failure to perform is excused. The other party shall have the right to terminate this agreement if such failure continues for an unreasonable period of time, and neither party shall be liable to the other party on such termination.

No waiver of any breach of these Terms or the Engagement Letter will be effective unless in writing and signed by the applicable party. No waiver of one breach is a waiver of any other or subsequent breach.

You may not assign the Engagement Letter to any other party without our prior written consent, except that you may assign the Engagement Letter to any party that acquires your organization. These Terms and the Engagement Letter are binding on Aldrich CPAs + Advisors and your successors and assigns. Except as expressly provided in the Engagement Letter, there are no third party beneficiaries.

The Engagement Letter, these Terms, and all matters relating to the Services are governed by the laws of the State of Oregon. Any legal action related to the Services not subject to arbitration as described in Section 13 will be brought exclusively in the appropriate court located in Clackamas County, Oregon.

If any provision of the Engagement Letter or Terms is found to be unenforceable, the enforceability of other provisions will not be affected, and the unenforceable provision will be modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties.

**1. . Name and contact information of person for matters involving this application.**

Title:

First Name: Rachel

Last Name: Hagerty

Business phone: (503) 842-3404

Ext:

Business email: [Rachel.Hagerty@tillamookcounty.gov](mailto:Rachel.Hagerty@tillamookcounty.gov)

**2. Entity name, address and website:**

Organization/Entity Name: Tillamook County

County: United States

Street address: 201 Laurel Ave, Tillamook , OR 97141

Website address: [www.co.tillamook.or.us](http://www.co.tillamook.or.us)

**3. Employer/Taxpayer Identification Number ( EIN/TIN): 93-6002312**

**4. Organization/ entity Unique Entity Identifier (UEI) assigned by SAM.gov:**

HEMCL199BU17

**5. Entity/Organization headquarters is in this congressional district(s): 1<sup>st</sup>**

**5a. Program/project is in this congressional district(s): 1<sup>st</sup>**

**6. Below is a list of entities that are eligible for this program. Please select the option that describes your eligibility:** Local government

**7. Project Title**

Cape Kiwanda Traffic Realignment & Multi-Modal Path

**8. Project location: Include city and state if providing street name(s).**

**Latitude/longitude is also acceptable.**

The project at the intersection of Cape Kiwanda Drive, Pacific Ave, and Sunset Drive in Pacific City, Oregon with a longitude of 45.202524 and a Latitude of 123.965916.

**9. Briefly describe the overall project: include project type (i.e., Bridge, new roadway, transit service), features to be constructed, project schedule, and estimated total project cost. Describe the anticipated project benefits, such as increasing affordable transportation options, improving safety, connecting Americans to good-paying jobs, fighting climate change, or improving access to resources and quality of life. State which funding program(s) you expect your project would qualify for.**

Tillamook County's Kiwanda Corridor Project is a unique project with five components that leverage the county's assets to improve local livability issues. On-the-ground implementation for the first component, reconstruction of the Cape Kiwanda Parking Lot, will be complete in June 2024. The county is actively planning implementation of the remaining components, starting with the focus of this grant request: funding the Cape Kiwanda Traffic Realignment & Multi-Modal Path ('Project').

The Project is a significant infrastructure endeavor focused on enhancing transportation connectivity and safety in the region. This Project, categorized as a roadway improvement and realignment initiative, primarily involves the reconfiguration of Cape Kiwanda Drive, Pacific Avenue, and Sunset Drive to improve traffic flow and a multi-use path for safe pedestrian and bicyclist access. Other crucial elements include improved wayfinding and undergrounding of existing overhead aerial utilities. The utilities potentially impacted by this intersection realignment encompass power lines, communication infrastructure, and a sanitary sewer lift station.

The entire Project is estimated to be \$4 million, including engineering, permitting, and construction. The engineering and permitting phase, the focus of this grant request, is scheduled to occur between January and December 2024.

Anticipated benefits of this project are extensive and resonate with both national and local goals:

- Safety enhancements will be a paramount outcome. By realigning these streets and eliminating overhead utilities, the Project aims to enhance safety for motorists and pedestrians alike. This will be achieved by reducing potential conflict points and improving visibility at intersections, ultimately lowering the risk of accidents.
- The Project will improve transportation options. It promises to create more efficient traffic flow, alleviating congestion, and enhancing access to diverse transportation choices. Additionally, it will facilitate easier and safer movement for pedestrians and cyclists, encouraging the adoption of alternative modes of transport.
- The Project aligns with climate change mitigation efforts. Undergrounding utilities contribute to mitigating the impact of extreme weather events and natural disasters, reducing service disruptions and potential damage. Moreover, improved traffic flow can lead to reduced emissions, further contributing to the broader fight against climate change.
- The project is expected to stimulate job creation. The construction phase will generate temporary employment opportunities for the local workforce, injecting a positive economic impact into the community.
- This infrastructure endeavor will enhance the overall quality of life for residents. Reduced travel times, safer and improved access to amenities, and improved aesthetics of the area.

The Project is well-positioned to access crucial funding programs, including federal initiatives like RAISE, INFRA, and the MEGA Program. This project's alignment with the criteria and goals of these programs makes it a strong candidate for funding consideration.

In summary, the Project is a transformative undertaking with a multifaceted set of benefits. Its commitment to improving safety, transportation options, climate resilience, economic prosperity, and overall quality of life for the community aligns with both national and local priorities. Its potential eligibility for federal and state funding programs underscores its importance as a critical infrastructure project in the region.

**9a. Estimate Project Cost:**

**\$440,000**

**10. Is the applicant delinquent on any federal debt?**

no

**11. Appropriateness of services requested.**

**11 a. Please describe in detail the task(s)/advisory services for which you are seeking program funds and how these services will materially advance your overall project.**

The request for \$360,000 in program funds is focused on advancing a critical street realignment design at the intersection of Cape Kiwanda Drive, Pacific Avenue, and Sunset Drive, including the undergrounding existing overhead aerial utilities. The contractor's role is multifaceted and pivotal to project success. It involves conducting a comprehensive site assessment, meticulously evaluating the current road layout, utilities, topography, drainage, and permitting. This initial phase forms the Project's base, providing essential data for subsequent planning.

Following the site assessment, the contractor's focus shifts to alignment planning. This entails designing a new street layout that optimizes traffic flow, enhances safety, improves accessibility, and adheres to planning principles. Illumination evaluation is anticipated to optimize safety for pedestrians and bicycles at this intersection. The process involves exploring various design alternatives to arrive at the most efficient and community-friendly solution.

An integral part of this endeavor is the undergrounding of existing overhead aerial utilities. The contractor is tasked with planning and designing the underground utility infrastructure, necessitating coordination with utility companies and rigorous adherence to regulatory requirements to ensure a seamless transition from overhead to underground utilities.

Survey and geotechnical investigations complement the design phase, providing crucial site data to make informed decisions and ensure a solid project foundation, both figuratively and literally. Additionally, environmental impact assessments are essential, evaluating potential effects on the environment, including wildlife, vegetation, and water quality impacts, with mitigation measures implemented as needed for regulatory compliance.

To proceed legally, regulatory compliance is paramount, encompassing alignment with local, state, and federal regulations, including the acquisition of necessary permits and approvals. Cost

estimation is another pivotal aspect, covering construction, materials, labor, and associated expenses to facilitate accurate budgeting and financial planning.

Project scheduling ensures timely execution, delineating the timeline for various phases, enhancing management and coordination. Identifying and mitigating potential project risks, such as unforeseen site conditions or community opposition, is also imperative.

With continuous design review and approval processes, in close collaboration with county and relevant authorities, ensure alignment with project objectives and maintain transparency. Public communication and outreach efforts sustain engagement, offering regular updates and addressing concerns.

In conclusion, the successful completion of these contractor services, with a particular focus on advancing the preliminary engineering and design phase to 100 percent completion, will significantly advance the Project. With these documents, the County can obtain a 'shovel ready' project for construction. This plan serves as a substantial milestone, guaranteeing an efficient, safe, and compliant execution of the realignment and utility undergrounding. Ultimately, the project promises to enhance the county's infrastructure, benefiting the community and fostering sustainable growth.

**11b. Requested funds from this Program:**

\$360,000 for engineering design and permitting

**11c. Estimated cost of task proposed:**

\$440,000 for engineering design and permitting

**11d. Describe what project related development activities are completed - if any. List N/A if none. Also, list any data or information that has been collected or activities conducted that are necessary to complete the task(s)/advisory services. ( 250 word limit)**

The county has achieved significant progress in its project-related development activities, with a strong emphasis on community involvement. In the planning phase of the umbrella Kiwanda Corridor Project, the county has prioritized engaging the local community. This has been accomplished through various means, including public meetings, surveys, and workshops, which have provided valuable input and feedback from residents and stakeholders. This community engagement effort has been pivotal in shaping the street realignment plans.

As a direct result of this community involvement, preferred concept plans for the street realignment have been crafted. These plans extend beyond traffic considerations, taking into account the aesthetic and functional aspects of the streetscape, with the goal of enhancing both traffic and pedestrian flow and safety.



Data related to traffic patterns, congestion, and existing infrastructure has been meticulously collected and analyzed. This information informs decisions regarding lane configurations, signage, and other crucial elements to enhance the efficiency and safety of the realigned streets.

In conclusion, the county's approach to street realignment within the Kiwanda Corridor Project is characterized by robust community engagement, environmental considerations, and data-driven decision-making. This comprehensive strategy ensures that the realignment plans not only address traffic needs but also harmonize with the community's desires and environmental concerns, aligning seamlessly with the broader objectives of the Kiwanda Corridor Project.

## **12. Viability of grant services requested**

**12a. Please describe the following: Either 1) your organization's experience procuring advisory services or 2) your organization's process for timely hiring of staff (i.e. defined job description, recruitment process). State if you have additional funds available to commit to this effort should grant funding provided prove insufficient to complete the proposed task(s). If additional funds will be provided, include the amount and source of the local funding commitment. (400-word limit)**

Tillamook County's Chief of Staff, Rachel Hagerty, is the lead project manager. Ms. Hagerty has 22 years of experience in managing diverse projects, including the acquisition of over 40 grants totaling nearly \$11 million. She has seven years of experience managing municipal programs and serves as the county's contract officer, real property manager, and facilities department director. One of her many projects, she has worked on the Kiwanda Corridor Project for the past 8 years.

If program funding is awarded, funds will be sought and/or budgeted internally to support the \$80,000 needed to fully complete the Project's engineering and permitting phase.

If reduced program funding is awarded, the county will adjust the scope of work accordingly. Additional funds will be sought and/or budgeted internally to advance the Project.

**12b. Have you obtained a bid, quote, or estimate for the services requested in this application?**

**Applicants are encouraged to seek bids, quotes, or estimates for the services being requested to demonstrate the reasonableness of the requested funding in this application.**

In 2021, Tillamook County solicited requests for proposal to design the Kiwanda Corridor Project. After project team review, the county hired Consor, formerly known as Murraysmith. The Consor consulting team continues to plan and design the Kiwanda Corridor Project elements, including the Cape Kiwanda Traffic Realignment & Multi-Modal Path. Consor has developed a detailed fee estimate for the engineering and permitting phase, the focus of this grant request.