



CLATSOP COUNTY
BOARD OF COMMISSIONERS AGENDA WORK
SESSION & REGULAR MEETING
JUDGE GUY BOYINGTON BUILDING
857 COMMERCIAL ST., ASTORIA

Wednesday, September 27, 2023

BOARD OF COMMISSIONERS:

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

commissioners@clatsopcounty.gov

CONTACT:

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

www.clatsopcounty.gov

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

You can also dial in using your phone.
1-253-215-8782

Meeting ID: 870 8295 0801
Passcode: 398345

Public Testimony

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

WORK SESSION: 5:00 PM

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

Discuss Formal Agenda {5 min}

TOPIC:

- [1.](#) Strategic Plan Review {20 min} {Page 3}
-

REGULAR MEETING: 6:00 PM

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

FLAG SALUTE

ROLL CALL

AGENDA APPROVAL

PROCLAMATION

- [2.](#) Domestic Violence Awareness Month Proclamation {Page 25}

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

CONSENT CALENDAR

- [3.](#) Economic Opportunities Analysis Contract {Page 28}
- [4.](#) Contract for purchase of Skid Steer for Fairgrounds {Page 55}
- [5.](#) Approve the 2023-24 Budget and Appropriation Adjustments {Page 57}
- [6.](#) Funding Agreement with Northwest Regional Education Service District (NWRES D) for Child Care Retention and Expansion {Page 60}
- [7.](#) Rail Engineering Design Services Contract {Page 63}
- [8.](#) Human Services Advisory Council (HSAC) Membership Recommendation {Page 75}

COMMISSIONER'S LIAISON REPORTS

COUNTY MANAGER'S REPORT

BUSINESS AGENDA

- [9.](#) Amend Human Services Advisory Council By-Laws, Article IV - Membership {Page 75}
- [10.](#) Sanchez Temporary Use Permit Fee Waiver Request {Page 85}

GOOD OF THE ORDER

ADJOURNMENT

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

Agenda packets also available online at www.clatsopcounty.gov

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

Board of Commissioners Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

September 27, 2023

Topic: Strategic Plan Review
Presented By: Don Bohn, County Manager and Amanda Rapinchuk,
Management/Policy Analyst

Informational Summary: Clatsop County's annual strategic planning process is the structure through which the Board:

1. Examines the County's progress implementing current priorities,
2. Considers what needs to be prioritized for the upcoming fiscal year (FY 24-25), and
3. Updates the Strategic Plan accordingly

This presentation initiates the annual strategic planning process.

Attachment List

A. Presentation Slides



CLATSOP COUNTY STRATEGIC PLAN REVIEW

Don Bohn, County Manager
Amanda Rapinchuk, Management/Policy Analyst

Date:
September 27, 2023



AGENDA

- Strategic Plan Overview
- Our Current Progress
- What's Next



STRATEGIC PLAN OVERVIEW

What is a Strategic Plan?

- Our roadmap
- Defines our vision, mission, and guiding values
- Guides coordinated efforts of elected officials and County staff





STRATEGIC PLAN OVERVIEW

Why have one?

- Match priorities with resources
- Adapt to community's changing needs
- Be transparent and accountable





STRATEGIC PLAN 2021

Table of Contents	
1) INTRODUCTION.....	
Why create the Strategic Plan?	
How to read it	
2) FOUNDATION FOR ACTION.....	
Our Vision	
The Mission	
Guiding Values	
3) SITUATION ASSESSMENT.....	
Current factors shaping service delivery	
Successes and opportunities for growth	
4) COUNTY PRIORITIES AND ACTIONS.....	
Identifying priorities	
Turning priorities into action	
Governance	
Infrastructure	
Economic Development	
Environmental Quality	
Social Services	
Next steps	
5) FOR MORE INFORMATION.....	
Overview of the planning process	
Vision, Mission, and Values	
Situation Assessment	
Focus Areas and Actions	



VISION

In a world of change and uncertainty, people trust Clatsop County to provide public services and facilities in an effective, efficient, and equitable manner.



MISSION

Clatsop County will:

- Identify the broad services it understands community members want and are willing to support
- Provide those services effectively, efficiently, equitably, within budget, and in partnership with other public, non-profit, and private sector service providers



GUIDING VALUES

- Engagement and Collaboration
- Effectiveness and Efficiency
- Equity
- Transparency and Accountability

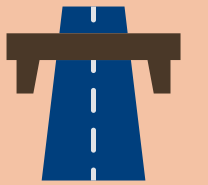
STRATEGIC PLAN FOCUS AREAS



Governance



Infrastructure



Economic Development



Environmental Quality

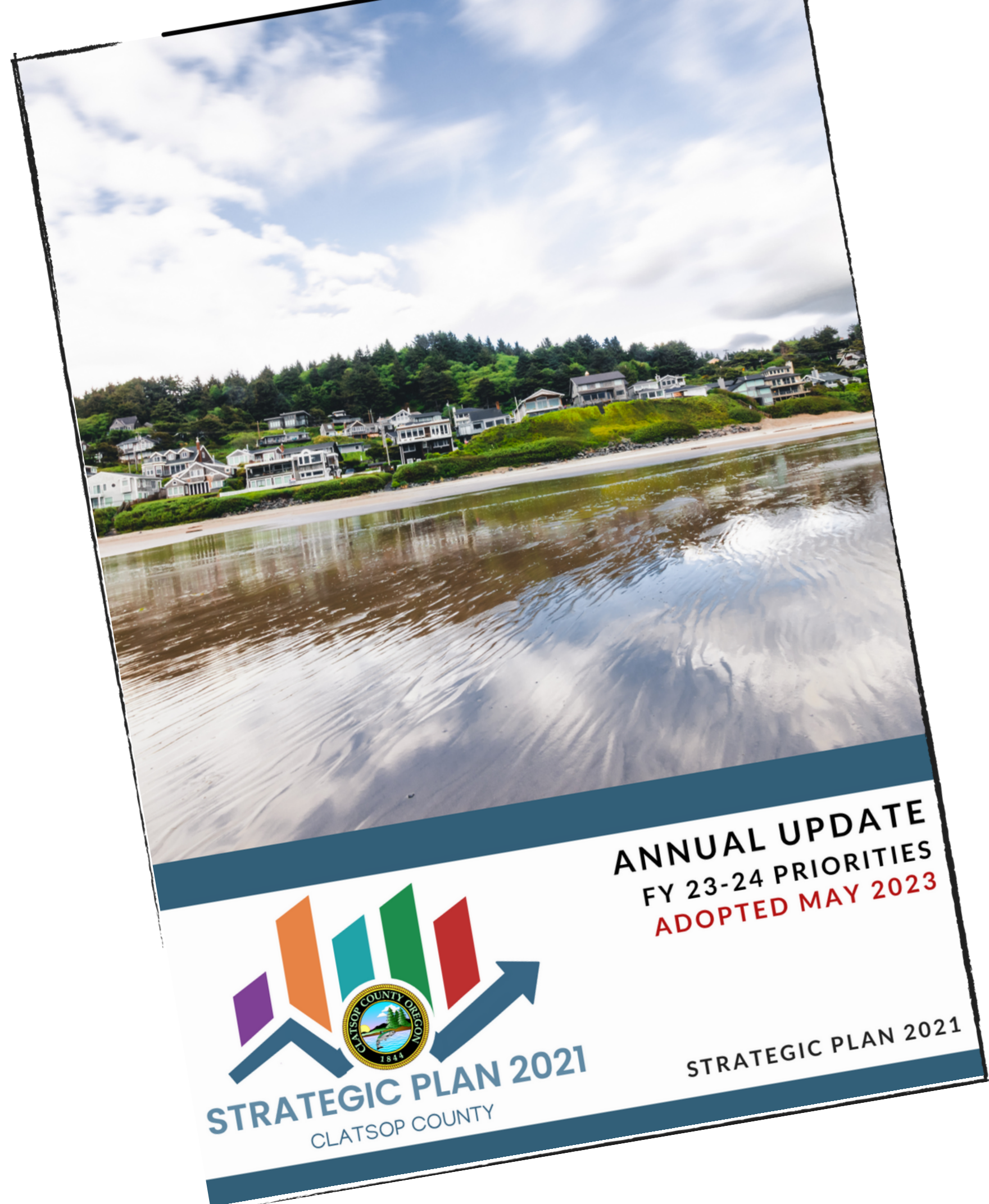


Social Services

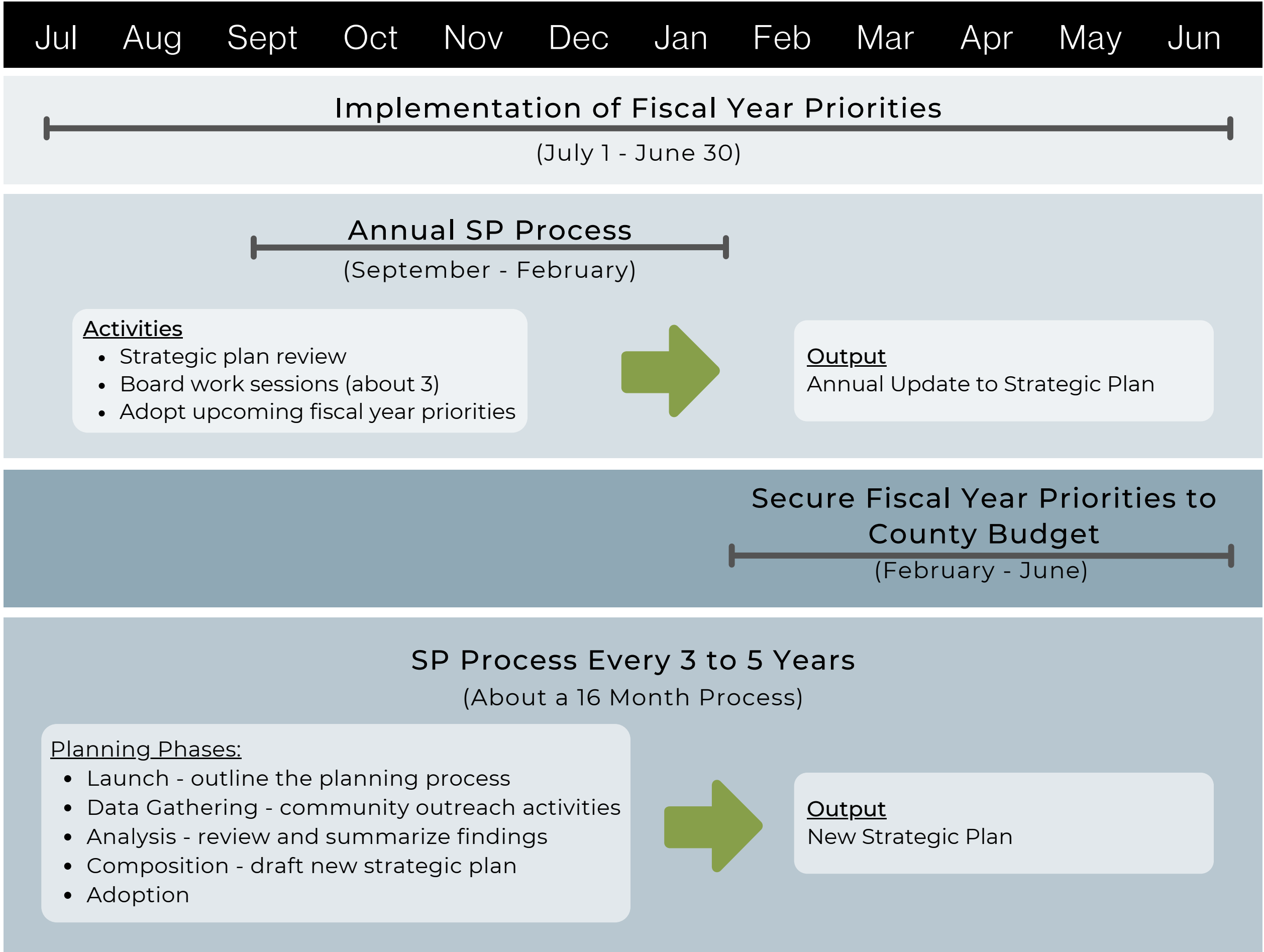




STRATEGIC PLAN 2021



STRATEGIC PLANNING PROCESS





SUCCESSES

FY 21-22 Priorities

- Created Strategic Planning Process
- Expanded Communications Team & Website Redesign
- Identified Potential Properties for County Surplus Land
- **Created Housing Dashboard**
- Developed a Broadband Strategy
- Created Child Care Strategy Work Group
- **Provided Financial Support for Navigation Center System & Mobile Crisis Services**





SUCCESSES

FY 21-22 Priorities Cont.

- Established “Leave No Trace” Tourism Program
- Conducted a Feasibility & Space Assessment of County Offices & Old Jail
- Developed a Marketing Plan & Conducted a Wetlands Analysis for North Coast Business Park
- Supported Arts Council of Clatsop County’s Transition to Non-profit Status
- Partnered in AOC’s Water Knowledge Exchange Forum
- Reviewed Board Rules
- Adopted Solid Waste Franchise Ordinance



SUCCESSSES

FY 22-23 Priorities

- Restructured & Expanded County-wide Internal Communications
- Updated Annual Budget Planning Communications
- Conducted Fiscal Impact of Tourism Analysis (ECONW)
- Established Retention & Expansion Child Care Grant Program
- **Project Turnkey 2.0 - Acquired Columbia Inn**



SUCCESSES

FY 22-23 Priorities Cont.

- **Made Available County Surplus Property/Land Inventory**
 - Titles Transferred to Seaside
- Conducted Anaerobic Biodigester Feasibility Study
- Developed Space Feasibility Plan
- Conducted Community Survey
- Updated Fairgrounds Memorandum of Understanding
- Conducted Study for County-wide Consolidation of 9-1-1 Communications





IN PROGRESS

FY 23-24 Priorities

- Drafting County Sustainability Framework, Principles, & Objectives
- Established a Governance Model for County-wide Integration of 9-1-1 Communications
- Drafting Request for State Funds for Astoria-Megler Bridge Feasibility Study (Transportation Safety Improvements)
- Provided FY 23-24 Contribution for Retention & Expansion Child Care Grant Program
- Drafted Community & Stakeholder Engagement Plan for Board Review





IN PROGRESS

FY 23-24
Priorities
Cont.

- **Coordinating Rural Broadband Expansion with Local Provider**
- **Project Turnkey 2.0 - Finalizing Renovations & Emergency Shelter Operations Plan**
- **Implementing Space Feasibility Plan**
- **Developing Policy for Categorizing County Surplus Property/Land & Updating Inventory**
- **Developed and Securing Funding for Community-based MAC Group Plan**
- **Drafting Rules and Rates for Solid Waste Franchise Ordinance**







ANNUAL STRATEGIC PLANNING PROCESS

Our Progress

September



Strategic Plan Review (Sept 27)

- Staff present on upcoming strategic planning process



Board, Staff, & Stakeholder Survey (Sept 29)

- Suggestions for FY 24-25 priorities

October

- Staff compile survey results

November

- Work Session #1 (Nov 8)
 - Board discusses survey results and narrow list of priorities, resulting in preliminary priorities

December

- Work Session #2 (Dec 13)
 - Board solidifies FY 24-25 priorities and assigned tier (level of importance)
- Board Survey (Dec 15)
 - Identifying actions for FY 24-25 priorities



ANNUAL STRATEGIC PLANNING PROCESS

Our Progress Cont.

January

- Work Session #3 (Jan 24)
 - Board solidifies actions that will be assigned to FY 24-25 priorities

February

- Adoption of FY 24-25 Priorities (Feb 28)
 - Board reviews proposed Annual Update to Strategic Plan 2021 (FY 24-25 priorities) and considers adoption
- Secure FY 24-25 Priorities to Fiscal Year Budget (Feb-Jun)
 - During the budget planning process, the Board works with the Budget Planning Committee to secure FY 24-25 priorities to County's FY 24-25 budget

June

- Adoption of County's FY 24-25 Budget (TBD)

July

- Implementation of Adopted FY 24-25 Budget & Strategic Plan Priorities



QUESTIONS?



STRATEGIC PLAN 2021

CLATSOP COUNTY

Agenda Item #1.

Don Bohn, County Manager
Amanda Rapinchuk, Management/Policy Analyst

Date:
September 27, 2023

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Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

September 27, 2023

Agenda Title: Domestic Violence Awareness Month Proclamation
Category: Proclamation
Presented By: Laura Parker, Juvenile Probation Counselor, Juvenile Department
Julie Johnson, Parole and Probation Deputy, Community Corrections

Issue Before the Commission: Proclaiming October 1, 2023 through October 31, 2023 as Domestic Violence Awareness Month

Informational Summary: Domestic violence occurs across all populations, regardless of gender identity, age, race, sexual orientation, or class.

1 in 3 women will experience domestic violence during her lifetime and domestic violence is the single largest cause of injury and homicide for women.

Children exposed to domestic violence experience terror, isolation, guilt, helplessness and grief and have a higher risk of engaging in criminal behavior and substance abuse, and becoming victims of crime.

Every resident has a role play in preventing and ending domestic violence.

Fiscal Impact: None.

Requested Action:

Approve Resolution and Order proclaiming October 1, 2023 through October 31, 2023 as Domestic Violence Awareness Month and authorize the Chair to read, then sign the proclamation.

Attachment List

A. Resolution and Order

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

**IN THE MATTER OF PROCLAIMING)
OCTOBER 1, 2023 THROUGH OCTOBER 31,) RESOLUTION AND ORDER
2023 TO BE DOMESTIC VIOLENCE)
AWARENESS MONTH)**

WHEREAS, the first Domestic Violence Month was observed in October 1987, the same year that saw the initiation of the first national domestic violence toll-free hotline and in 1989 Congress designated October as national Domestic Violence Awareness Month; and

WHEREAS, domestic violence is a pattern of assaultive and coercive behaviors – including physical, psychological, sexual and economic abuse; social isolation and stalking – that are used to maintain power and control over a person’s intimate partner; and

WHEREAS, the crime of domestic violence violates an individual’s dignity, privacy, security, safety and basic human rights; and victims should have help to find the compassion, comfort and healing they need; and

WHEREAS, one in every three women will experience domestic violence during her lifetime; domestic violence is the single largest cause of injury and homicide for women; and

WHEREAS, approximately 15.5 million children are exposed to domestic violence every year. Children exposed to domestic violence experience terror, isolation, guilt, helplessness and grief and have a higher risk of engaging in criminal behavior and substance abuse, and becoming victims of crime; and

WHEREAS, domestic violence impacts the health and well-being of our community; and

WHEREAS, it is incumbent on every citizen to play a role in preventing and ending domestic violence.

NOW, THEREFORE, BE IT HEREBY RESOLVED that Clatsop County Board of Commissioners does hereby proclaim October 1, 2023 through October 31, 2023 as

“DOMESTIC VIOLENCE AWARENESS MONTH”

in Clatsop County and invites all community members and local agencies to join in this month of observance by speaking out against domestic violence, raising awareness, and supporting survivors.

DATED

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Board Chair

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

September 27, 2023

Agenda Title: Economic Opportunities Analysis Contract
Category: Consent Calendar
Presented By: Gail Henrikson, Community Development Director

Issue Before the Commission: Approval of a contract with Johnson Economics to conduct an Economic Opportunities Analysis

Informational Summary: The FY 23/24 Community Development Work Plan, approved by your Board on June 14, 2023, includes three tasks related to the comprehensive plan update. One of the tasks is the preparation of an Economic Opportunities Analysis (EOA). An EOA is a 20-year forecast of population and job growth and is used to help local governments better understand which industries and services will thrive in the region and how land use in urban growth boundaries can best be used to support development goals.

The Community Development Department posted a Request for Proposals (RFP) in June 2023. Two firms submitted proposals:

- FCS Group - \$60,000
- Johnson Economics - \$61,000

Based upon the responses received, the evaluation committee determined that the proposed scope of work submitted by Johnson Economics was more clearly stated and more closely aligned with the needs of Clatsop County. Per Section 5 of the RFP, Clatsop County may award the contract to the most responsive proposer and is not obligated to accept the lowest proposed bid.

Fiscal Impact: The proposed cost is \$61,000, to be paid for with funds budgeted from the County's Video Lottery Fund.

Requested Action:

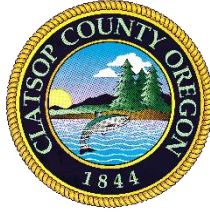
Approve the contract with Johnson Economics for \$61,000 and allow the County Manager to sign the contract and any amendments.

Attachment List

- A. Contract with Johnson Economics
- B. Request for Proposals

EXHIBIT A

Johnson Economics Contract



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

Contract No. _____

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County ("County") and **JOHNSON ECONOMICS** ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed **\$61,000** to be paid to Contractor by County, Contractor agrees to perform between date of execution and **SEPTEMBER 30, 2024**, inclusive, the following specific personal and/or professional services:

Complete an Economic Opportunities Analysis for Clatsop County as detailed in Attachment A.

Payment Terms: **Payments will be made monthly based on written invoices submitted detailing progress against the budgeted tasks.**

1. **COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
2. **WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
3. **GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
4. **COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the

prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;

- b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
 - f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
 - g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
5. **JUDICIAL RULINGS.** If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.
6. **INDEPENDENT CONTRACTOR.** Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.
7. **INDEMNIFICATION.** Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.
8. **INSURANCE.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$700,000 for property damage and minimum of \$800,000 per person for bodily injury and no less than \$1,600,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows: _____

_____ (approved by County Counsel)

_____ (Contractor's Initials) _____

9. **WORKER'S COMPENSATION.** Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.
10. **NONDISCRIMINATION.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.
11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated under the following conditions:
 - a. By written mutual agreement of both parties. Termination under this provision may be immediate.
 - b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
 - c. Immediately on breach of the contract.
12. **SUBCONTRACTING/NONASSIGNMENT.** No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.
13. **SURVIVAL.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
14. **FUNDING.** In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.
15. **STANDARD OF SERVICES AND WARRANTY.** Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.
16. **COUNTY PRIORITIES.** Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.
17. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.
18. **TAX COMPLIANCE CERTIFICATION.** Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge,

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

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

FOR COUNTY:

Signature Date

Printed Name

Title

FOR CONTRACTOR:

Signature Date

Printed Name

Title

Address

City State Zip

Attachment A

BUDGET ESTIMATE

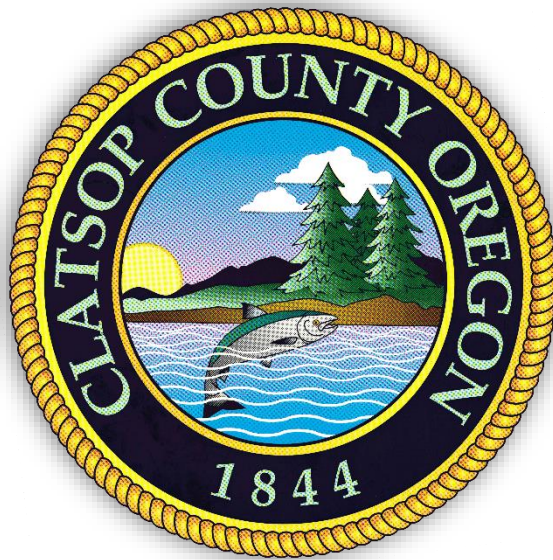
Task Items (Meetings and public events shown in blue) (Written deliverables shown in green)	JOHNSON ECONOMICS			MACKENZIE			TOTALS	
	Johnson \$205	Buckley \$140	Associate \$85	Frask \$220	Brian \$145	GIS \$105	Hours	Cost
TASK 1: INCLUSIVE OUTREACH PLAN								
1.1 Identify Priority Populations		4			1		5	\$705
1.2 Project Scope and Schedule		3			1		4	\$565
1.3 Online Meeting with Staff	1	2		1	2		6	\$995
1.4 Form Project Advisory Committee (PAC)		2			2		4	\$570
1.5 Public Engagement Plan		2			2		4	\$570
TOTALS:	1	13	0	1	8	0	23	\$3,405
TASK 2: PROJECT KICK-OFF								
2.1 Coordination with Key Organizations and Agencies		6			1		7	\$985
2.2 Draft Statement of Community and Econ. Dev. Objectives		8			1	1	10	\$1,370
2.3 Advisory Committee Meeting		3			2		5	\$710
2.4 Public Work Session Facilitation and Summary		4			4	4	12	\$1,560
2.5 Final Statement of Community and Econ. Dev. Objectives		4					4	\$560
TOTALS:	0	25	0	0	8	5	38	\$5,185
TASK 3: ECONOMIC TRENDS ANALYSIS								
3.1 Demographic and Market Trends		8	20		1		29	\$2,965
3.2 Stakeholder, Expert and Partner Outreach	2	6					8	\$1,250
3.3 Employment Growth Forecasting	2	10			1		13	\$1,955
3.4 Competitive Advantage & Target Industries	4	12	16		1		33	\$4,005
3.5 Online Meeting with Staff		3			3	4	10	\$1,275
3.6 Draft Economic Trends Analysis Memo		12			1		13	\$1,825
3.7 Advisory Committee Meeting	2	3			2		7	\$1,120
3.8 Final Draft Economic Trends Analysis Memo		8					8	\$1,120
TOTALS:	10	62	36	0	9	4	121	\$15,515
TASK 4: SITE SUITABILITY ANALYSIS, AND INVENTORY								\$0
4.1 Draft Buildable Lands Inventory (BLI)		2			14	75	91	\$10,185
4.2 Online Meeting with Staff		2			2	3	7	\$885
4.3 Revised BLI		1			4	28	33	\$3,660
4.4 Advisory Committee Meeting (With Task 3)							0	\$0
4.5 Site Suitability Analysis	2	6					8	\$1,250
4.6 Forecasted Site Need		8					8	\$1,120
4.7 Reconciliation of Need and Supply		4				3	7	\$875
4.8 Site Suitability Analysis Memo		6			1		7	\$985
4.9 Advisory Committee Meeting		3			2	3	8	\$1,025
TOTALS:	2	32	0	0	23	112	169	\$19,985
TASK 5: IMPLEMENTATION POLICIES								
5.1 Draft Economic Development Implementation Policies		10		3	8		21	\$3,220
5.2 Draft Comprehensive Code Updates		2		2	2	8	14	\$1,850
5.3 Draft Redevelopment Toolbox for Corridors	4	8		2	4		18	\$2,960
5.4 Online Meeting with Staff		3					3	\$420
5.5 Advisory Committee Meeting		4			3		7	\$995
5.6 Final Policies and Action Measures Memo		2			2	4	8	\$990
5.7 Final Redevelopment Toolbox for Corridors		10					10	\$1,400
TOTALS:	4	39	0	7	19	12	81	\$11,835
TASK 6: FINAL EOA								
6.1 Final EOA Report		12		2	2		16	\$2,410
6.2 Post-Project Evaluation of Equity Goals		4		2			6	\$1,000
TOTALS:	0	16	0	4	2	0	22	\$3,410
Total Hours	17	187	36	12	69	133	454	
Total Labor Costs	\$3,485	\$26,180	\$3,060	\$2,640	\$10,005	\$13,965		\$59,335
Direct Expenses (travel, materials, 3rd party data)								\$1,500
TOTAL PROJECT COST								\$60,835

Due to the expected duration of this project, we would prefer to bill monthly based on progress against the budgeted tasks. An alternative would be to define a broader range of deliverables to better match billings with time expended during the assignment.

EXHIBIT B

Request for Proposals

ISSUE DATE: JUNE 30, 2023
DEADLINE: AUGUST 1, 2023



Request for Proposals Economic Opportunities Analysis

GAIL HENRIKSON
COMMUNITY DEVELOPMENT DIRECTOR

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SECTION 1: GENERAL INFORMATION

1.1: BACKGROUND

Clatsop County is located in the northwest corner of Oregon on the rugged and beautiful coast, bounded on the north by the Columbia River and on the west by the Pacific Ocean. Named for the Clatsop Indigenous People, Clatsop County is rich in history, scenery and opportunity. Clatsop County is access from the east by Highway 30 and Highway 26 and by Highway 101 running north/south through the county. The network of highways makes travel pleasant to the Portland metro area and an approximately two-hour drive to the Portland International Airport. As of the 2020 census, the population of Clatsop County was 41,072.

Clatsop County is one of 36 counties located within the state of Oregon and one of only seven coastal counties within the state. Clatsop County's six-person land use planning staff includes two planners, one senior planner, one planning manager, one permit technician and the Community Development Director.

1.2: GOAL 9: ECONOMIC DEVELOPMENT IN OREGON AND CLATSOP COUNTY

The purpose of Goal 9 planning is to make sure cities and counties have enough land available to realize economic growth and development opportunities. Commercial and industrial development takes a variety of shapes and leads to economic activities that are vital to the health, welfare and prosperity of Oregon's citizens. To be ready for these opportunities, local governments perform Economic Opportunity Analyses based on a 20-year forecast of population and job growth. Each city and county has a unique local vision for economic development. Ideally, this vision reflects community aspirations and has specific objectives and actions.

Under Goal 9, all local governments should have a working inventory of areas suitable for economic growth that can be provided with public services. These inventories primarily focus on planning for major industrial and commercial developments, and having a ready supply of land appropriately zoned and located for those opportunities and local investments. As with all areas of the comprehensive plan, the amount of land planned for economic development should be adequate for a 20-year supply. The economic development plans formed by a local government often use one or more market incentives to encourage the type of development a community or county would like to see. These might include tax incentives or disincentives, land use controls, or preferential assessments.

[Clatsop County's Goal 9](#) was included in the 2022 update. This update included new technologies and industries relevant to Clatsop County's economy, including:

- Health care
- Tourism
- Construction

The update, however, did not include a commercial/industrial lands inventory to replace the analysis and inventory prepared in the late 1970s. One of the policies included in updated Goal

9 is for the County to conduct an Economic Opportunities Analysis within five years of adoption. One particular concern for unincorporated Clatsop County relates to new regulations being developed by FEMA to address impacts to ESA-listed species and critical habitat in response to the National Marine Fisheries Services’ Biological Opinion (BiOp), issued in 2016. It is likely that the regulations required to implement mitigation requirements will either prohibit or severely restrict development within the Special Flood Hazard Area (SFHA). A significant portion of Clatsop County’s industrial and general commercial lands are within the Miles Crossing/Jeffers Garden area, which is entirely encompassed by the SFHA. Businesses affected by implementation of the BiOp would either need to relocate to within Urban Growth Boundaries or the County will need to identify areas outside the SFHA for future commercial/industrial development. Many of the businesses within the Miles Crossing/Jeffers Gardens area are related to automotive/equipment repair, types of uses that may not be currently allowed within UGBs and that may not be compatible with surrounding commercial and residential development patterns within UGBs.

Another concern relates to the Oregon Department of Forestry’s Habitat Conservation Plan (HCP). As currently proposed, the 70-year HCP would set aside approximately 640,000 acres of state forest land, primarily in Clatsop and Tillamook counties, as “no-logging” areas. If the plan is approved as currently drafted, it is estimated that timber revenue in Clatsop County, including revenue directed to special districts such as schools, would be reduced by 30%-38%. This estimate does not include further economic losses that might occur due to job reduction or elimination throughout the County.

A third concern relates to ensuring that adequate land is available to support emerging industries, including sites for processing of farm products. A particular focus should be placed on sustainable family-wage industries.

1.3: SCHEDULE

The work identified in this RFP must be completed on or before **September 30, 2024**. The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change.

EVENT	DATE	TIME
Pre-Submittal Meeting	July 7, 2023	10:00AM
Questions/Requests for Clarification Deadline	July 11, 2023	4:00PM
Answers to Questions/Requests for Clarification Issued	July 18, 2023	Prior to 4:00PM
Proposal Submittal Deadline	August 1, 2023	3:00PM
Proposal Opening	August 1, 2023	3:30PM
Evaluation Committee Meeting	August 18, 2023	2:30PM
Proposer Interviews (if needed)	August 25, 2023	Various / TBD
Issuance of Notice of Intent to Award	September 1, 2023	Prior to 4:00PM

Award Protest Period Ends	September 8, 2023	4:00PM
Board of Commissioners Approval	September 27, 2023	6:00PM

1.4: SINGLE POINT OF CONTACT

Questions pertaining to this document should be submitted to:

Gail Henrikson, Director
Clatsop County Community Development
800 Exchange Street, Suite 100
Astoria, OR 97103
(503) 325-8611
(503) 338-3606 (fax)
ghenrikson@clatsopcounty.gov

SECTION 2: OVERVIEW AND SCOPE OF WORK

2.1: PURPOSE

In FY 22/23, Clatsop County will complete a [three-year review and update](#) of Goals 1-14 and Goal 19 of its comprehensive plan. This process represented the first holistic and comprehensive review of the Clatsop County comprehensive plan since its original adoption in 1980. This work was completed by over 30 citizen volunteers and county staff, with technical assistance from state agencies and the Columbia River Estuary Study Taskforce (CREST). As discussed in Section 1.2, one of the policies included in the Goal 9 update encourages the County to undertake an Economic Opportunities Analysis within five years of adoption of the updated comprehensive plan. This project would complete a portion of the remainder of this work.

2.2: SCOPE OF WORK / SPECIFICATIONS

1. develop and implement a public involvement plan to obtain community input and feedback on Clatsop County's economic vision
2. review FEMA's *Oregon Implementation Plan for NFIP-ESA Integration* to determine possible impacts on existing commercial and industrial lands within unincorporated Clatsop County
3. conduct a national/state/regional/local trend analysis, including:
 - a. population demographics, including in- and out-migration
 - b. income levels
 - c. education
 - d. employment base and industry
 - e. travel and tourism
 - f. categories of industrial and employment uses
 - g. Clatsop County economic advantages and disadvantages
 - h. short- and long-term supply and demand analyses

4. work with elected and appointed officials and community members to develop an economic vision statement and draft economic activities goals for unincorporated Clatsop County
5. determine unincorporated Clatsop County's 20-year land need, and identify required site types, including land required to replace commercial/industrial areas where future development may be restricted due to implementation on BiOp regulations
6. analyze coastal hazards and climate change impacts on economic development in unincorporated Clatsop County
7. identify and draft needed policy updates based upon the above analysis
8. development of digital maps for all identified required site types and all inventories
9. prepare a final report including findings and recommendations for Tasks #1-8, above

SECTION 3: PROCUREMENT REQUIREMENTS

3.1: MINIMUM QUALIFICATIONS

To be considered for evaluation, the proposal must demonstrate how the proposer meets all requirements of this section:

1. Knowledge of Oregon's Statewide Land Use Program, with an emphasis on Goal 9 and OAR 660-009
2. Knowledge of coastal hazards and climate threats to Oregon industries and economic development opportunities
3. Demonstrated experience in successful public process management and facilitation
4. Experience working with local jurisdictions on special area plans or similar spatially-based resource or land use management plans
5. High level of technical expertise and GIS and technical reporting

3.2: PROPOSAL REQUIREMENTS

Respondents shall submit **one electronic proposal** that presents their qualifications and understanding of the work to be performed. Include all required information, organized and identified in a table of contents as described in the paragraphs that follow. Any other information thought to be relevant, but not applicable to the enumerated categories, may be provided as a separate appendix to the proposal. The following information/documents shall be included in the proposal package to be considered **responsive** to the Request for Proposals:

1. Executive Summary
2. Technical Proposal
3. Disclosure Exemption Affidavit, if applicable (Attachment A)
4. Proposer Information and Certification Sheet (Attachment B)
5. References
6. Cost Proposal
7. Responsibility Inquiry (Attachment C)
8. Key Persons and Resumes, including:
 - a. Name and title
 - b. Work phone

- c. Work email
 - d. Area of expertise
 - e. Current resume, not to exceed two pages, demonstrating key person's qualifications and experience to provide the work described in the RFP
9. Work Samples

Proposals should follow the format and reference the sections listed above. Responses to each section and subsection should be labeled to indicate the item being addressed. If proposer believes any of its proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478), proposer shall submit a fully redacted version of its proposal, clearly identified as the redacted version.

Failure of the authorized representative to sign the proposal may subject the proposal to rejection by Clatsop County. Failure to demonstrate compliance with Oregon Tax Laws and sign the Proposer Information and Certification Sheet may result in a finding of non-responsibility.

SECTION 4: SOLICITATION PROCESS

4.1: PUBLIC NOTICE

The RFP and attachments are published on the Oregon Buys (<https://oregonbuys.gov/bsol/>) and Clatsop County (<https://www.clatsopcounty.gov/rfps>) websites.

Modifications, if any, to this RFP will be made be written addenda published in ORPIN and on the Clatsop County website. Prospective proposer is solely responsible for checking ORPIN and/or the Clatsop County website to determine whether any addenda have been issued. Addenda are incorporated into the RFP by this reference.

4.2: PRE-SUBMITTAL MEETING

A virtual Pre-Submittal Meeting will be held at the date and time listed in the schedule in Section 1.3. A prospective proposer's participation in this meeting is highly encouraged but not mandatory. The purpose of the Pre-Submittal Meeting is to:

1. Provide additional description of the project
2. Explain the RFP evaluation and selection process
3. Answer any questions proposers may have related to the project or the process.

Statements made at the Pre-Submittal Meeting are not binding upon Clatsop County. Proposers may be asked to submit questions in writing. Nothing stated at the Pre-Submittal Meeting shall change the RFP unless a change is made be written addenda.

Topic: Clatsop County Economic Opportunities Analysis RFP Pre-Submittal Meeting
Time: Jul 7, 2023 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://co-clatsop-or-us.zoom.us/j/83550714242?pwd=dnlZb3FyTmI5a3ppRWphVmVEaysydz09>

Meeting ID: 835 5071 4242

Passcode: 626876

Dial by your location 1 669 900 6833 US (San Jose)

4.3: QUESTIONS / REQUESTS FOR CLARIFICATION

All inquiries, whether relating to the RFP process, administration, deadline or method of award or to the intent or technical aspects of the RFP must:

1. Be delivered to the Single Point of Contact via email
2. Reference the RFP title
3. Identify proposer's name and contact information
4. Refer to the specific area of the RFP being questioned (i.e., page number and section number)
5. Be received by the date and time deadline for Questions / Requests for Clarification identified in the schedule in Section 1.3

4.4: PROPOSAL DELIVERY METHODS

Proposer is solely responsible for ensuring its proposal is received by the Single Point of Contact in accordance with the RFP requirements before the submittal deadline. Clatsop County is not responsible for any transmission errors or delays or for any mis-delivery for any reason. A proposal submitted by any means not authorized below will be rejected. **All submittals must be submitted via email to comdev@clatsopcounty.gov. Include "Clatsop County EOA Proposal" in the title of the email.**

4.5: PROPOSAL MODIFICATION OR WITHDRAWAL

If a proposer wishes to make modifications to a submitted proposal it must submit its modification via email prior to the submittal deadline identified in Section 1.3. The notice must include the RFP name and be submitted to the Single Point of Contact listed in this RFP.

If a proposer wishes to withdraw a submitted proposal, it must submit a written notice signed by an authorized representative of its intent to withdraw. The notice must be submitted to the Single Point of Contact via email prior to the proposal submittal deadline identified in Section 1.3. The notice shall include the name of the RFP.

4.6: PROPOSAL MODIFICATION OR WITHDRAWAL

The proposal, including all required submittal items, must be received via email by the Single Point of Contact on or before the submittal deadline in Section 1.3. All proposal modifications or withdrawals must be received prior to the submittal deadline, as detailed in Section 4.5. **A proposal received after the submittal deadline is considered late and will not be accepted for evaluation.** A late proposal will be returned to the proposer or destroyed.

4.7: PROPOSAL REJECTION

Clatsop County may reject a proposal for any of the following reasons:

1. Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to, the requirement that proposer’s authorized representative sign the proposal
2. Proposer has liquidated and delinquent debt owed to the County or to any department of the County
3. Proposer fails to meet the responsibility requirements of ORS 279B.110
4. Proposer makes any contact regarding the RFP with County representatives such as County staff or officials other than the Single Point of Contact or those the Single Point of Contact authorizes, or inappropriate contact with the Single Point of Contact
5. Proposer attempts to influence a member of the Evaluation Committee
6. Proposal is conditioned on the County’s acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or addenda

4.8: EVALUTATION PROCESS

Proposals will be evaluated as detailed below:

1. **Responsiveness and Responsibility Determinations**
 - a. **Responsiveness determination:** If the proposal is unclear, the Single Point of Contact may request clarification from the proposer. If the Single Point of Contact finds the Proposal to be non-responsive, the proposal may be rejected; however, the County may waive mistakes in accordance with OAR 125-247-0470.
 - b. **Responsibility Determination:** The County will determine if an apparent successful proposer is responsible prior to award and execution of the contract. Proposers shall submit a signed Responsibility Inquiry form (Attachment C) with their proposal. At any time prior to award, the County may reject a proposer found to be not responsible.

2. **Evaluation Criteria**

Each proposal meeting all responsiveness requirements will be independently evaluated by members of an evaluation committee. Evaluation Committee members may change and the County may have additional or fewer evaluators for optional rounds of competition. Evaluators will assign a score for each evaluation criterion listed below in this section up to the maximum points 100 points available as detailed in Section 4.9.

Each criterion will receive a rating of either Outstanding, Very Good, Adequate, Fair, or Response of No Value. Except as shown below, these ratings correspond to the following definitions.

RATING CRITERION DEFINITIONS	
OUTSTANDING	Proposal meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter and project. Proposer provides insight into its expertise, knowledge, and understanding of the subject matter.
VERY GOOD	

RATING CRITERION DEFINITIONS	
	Proposal provides useful information, while showing experience and knowledge within the product category. Proposal demonstrates above average knowledge and ability with no apparent deficiencies noted.
ADEQUATE	Proposal meets all requirements in an adequate manner. Response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the proposer.
FAIR	Proposer meets minimum requirements, but does not demonstrate sufficient knowledge of the subject matter.
RESPONSE OF NO VALUE	An unacceptable response that does not meet the requirements set forth in the RFP. Proposer has not demonstrated knowledge of the subject matter.

The Single Point of Contact may request further clarification to assist the Evaluation Committee in gaining additional understanding of the proposal. A response to a clarification request must be to clarify or explain portions of the already submitted proposal and may not contain new information not included in the original proposal.

a. **Key Persons (10 points maximum)**

Requested Information: List all personnel who would be assigned to this project.

Evaluation Criteria:

- Do the key persons on this project have the appropriate expertise to do the project successfully?
- How well does the proposal explain the suitability of the project team?

RATING SCALE FOR KEY PERSONS CRITERION	
SCORE	EXPLANATION
9-10 PTS	OUTSTANDING
6-8 PTS	VERY GOOD
4-5 PTS	ADEQUATE
2-3 PTS	FAIR
0-1 PT	RESPONSE OF NO VALUE

b. **Project Management and Approach (20 points maximum)**

Requested Information: Describe how the proposer would carry out the major activities of this project in context with the Scope of Work. Provide an inclusive project management plan that the proposer intends to follow. Illustrate how this plan will serve to coordinate and accomplish the work.

Evaluation Criterion:

- How well does the proposal project management and approach fit the needs of the project?

RATING SCALE FOR PROJECT MANAGEMENT AND APPROACH	
SCORE	EXPLANATION
17-20 PTS	OUTSTANDING
12-16 PTS	VERY GOOD
8-11 PTS	ADEQUATE
4-7 PTS	FAIR
0-3 PT	RESPONSE OF NO VALUE

c. **Specific Experience (30 points maximum)**

Requested Information: Proposer shall provide a description of a minimum of two previous projects proposer has completed in the last five years, similar to the work proposed here. The projects should be similar in scope, size, and requirements to that described in this RFP. The projects must demonstrate that the proposer has the experience, knowledge, and qualified staff to provide the work being requested.

Project descriptions must, at a minimum, include the following:

- Overview of each project
- Type and size of the project
- Goals and objectives of the project
- Description of the results
- Key Persons assigned and their roles
- If the projects were completed within proposer's estimated budget and schedule or if they required adjustments. Please include an explanation for the adjustments.
- Any other important and relevant information regarding the project

Evaluation Criteria:

- How well does the proposal demonstrate the specific experience necessary for project success?
- How well does the experience align with estuary management planning?

RATING SCALE AND EXPLANATION FOR SPECIFIC EXPERIENCE	
SCORE	EXPLANATION
25-30 PTS	OUTSTANDING
19-24 PTS	VERY GOOD
13-18 PTS	ADEQUATE
7-12 PTS	FAIR
0-6 PT	RESPONSE OF NO VALUE

d. **Work Samples (10 points maximum)**

Requested Information: Provide actual pages demonstrating the proposer’s ability to communicate key information and inform decisions from one or more projects of similar scope and magnitude. Pages should be marked only to call out a specific section. Work samples will be scored by the evaluators on applicability to this proposed project as well as format, including appropriate use of tables and graphics; clear, concise text; and errors, including misspellings, grammatical, and typographic.

Evaluation Criteria:

- How well do the work samples demonstrate the necessary expertise for this project?
- How well do the work samples convey a professional caliber of deliverables?

RATING SCALE AND EXPLANATION FOR WORK SAMPLES	
SCORE	EXPLANATION
9-10 PTS	OUTSTANDING
6-8 PTS	VERY GOOD
4-5 PTS	ADEQUATE
2-3 PTS	FAIR
0-1 PT	RESPONSE OF NO VALUE

e. **Clarity of Proposal (10 points maximum)**

Requested Information: The proposal will be scored by evaluators on format, including appropriate use of tables and graphics; ease of finding clear, concise information that correlates with the Scope of Work and proposal requirements; errors, including misspellings, grammatical, and typographic; and proposer’s ability to follow instructions.

Evaluation Criteria:

- How well does the proposal convey the task approach to the project?
- How well does the proposal identify all required information as outlined in the RFP?

RATING SCALE AND EXPLANATION FOR CLARITY OF PROPOSAL	
SCORE	EXPLANATION
9-10 PTS	OUTSTANDING
6-8 PTS	VERY GOOD
4-5 PTS	ADEQUATE
2-3 PTS	FAIR
0-1 PT	RESPONSE OF NO VALUE

f. **Proposal Cost (20 points maximum)**

Requested Information: Submit a detailed Cost Proposal that includes the following items:

- For each activity described in the Scope of Work, the Cost Proposal must include identifiable costs, time estimates for completing each activity, and a summary of all proposed costs
- Separate line items for personnel, travel, supplies, other costs and administrative and overhead charges
- Fully-loaded personnel costs must include the name and title of all positions for each individual staff person who will perform the work and list the salary/wage and fringe rate separately for each such individual
- Not to exceed amount

Evaluation Criteria:

- How well does the proposal cover the anticipated costs of the project and is that cost feasible?
- How well does the proposal justify the anticipated costs and is there anything missing or unnecessary?

RATING SCALE AND EXPLANATION FOR COST PROPOSAL	
SCORE	EXPLANATION
17-20 PTS	OUTSTANDING The Cost Proposal meets all of the requirements and presents a comparatively very high degree of economy without raising doubts that the proposer has underestimated the resources necessary to complete the project. When considered in relation to the quality of proposal, cost represents an outstanding value.
12-16 PTS	VERY GOOD The Cost Proposal meets all requirements and offers the services at a cost that falls within a reasonably competitive range. When considered in relation to the quality of proposal, cost represents a very good value.
8-11 PTS	ADEQUATE The Cost Proposal meets all requirements in a reasonably adequate manner but offers pricing at the upper end of reasonable competitiveness as compared with the cost proposals of other proposers. When considered in relation to the quality of proposal, cost represents adequate value.
4-7 PTS	FAIR The Cost Proposal meets all requirements in a reasonably adequate manner but offers pricing that approaches the bounds of failing to be reasonably competitive as compared to the cost proposals of other proposers. When considered in relation to the quality of proposal, cost represents a fair value.
0-3 PT	RESPONSE OF LITTLE VALUE The Cost Proposal either calls for unsustainably high pricing or proposes pricing that is objectively inadequate to sustain the proposer's efforts on the project. Or, the Cost Proposal fails to substantially meet all cost proposal requirements. When considered in relation to quality of the proposal, cost is either unrealistic or unreasonably high.

g. **References (Required, not scored)**

Requested Information: Provide **three** references from current or former client firms for similar projects performed for any clients within the last five years.

4.9: RANKING OF PROPOSERS AND NEXT STEP DETERMINATION

The Single Point of Contact will average the scores for each proposal by calculating the total points awarded by each Evaluation Committee member and dividing by the number of members. The county will rank all proposers at the conclusion of the evaluation.

At the conclusion of the ranking, the County may choose to conduct additional round(s) of competition if in the best interest of the County. Additional rounds of competition may consist of, but are not limited to:

1. Interviews
2. Presentations/Demonstrations/Additional Submittal Items
3. Discussions and submittal of revised Proposals
4. Serial or simultaneous negotiations
5. Best and final offers

SECTION 5: AWARD AND NEGOTIATION

5.1: AWARD NOTIFICATION PROCESS

1. **Award Consideration**

Clatsop County, if it awards a contract, shall award a contract to the highest ranking responsible proposer(s) based upon the scoring methodology and process described in Section 4. Clatsop County may award less than the full scope of work defined in this RFP.

2. **Intent to Award Notice**

Clatsop County will notify all proposers via email that the County intends to award a contract to the selected proposer(s) subject to successful negotiation of any negotiable provisions.

5.2: INTENT TO AWARD PROTEST

1. **Protest Submission**

An affected proposer shall have 7 calendar days from the date of the Intent to Award notice to file a written protest. A proposer is an affected proposer only if the proposer would be eligible for contract award in the event the protest was successful and is protesting for one or more of the following reasons as specified in ORS 279B.410:

- a. All higher ranked proposals are non-responsive
- b. Clatsop County has failed to conduct an evaluation of proposals in accordance with the criteria or process described in the RFP
- c. Clatsop County abused its discretion in rejecting the protestor's proposal as non-responsive

- d. Clatsop County's evaluation of proposal or determination of award otherwise violates ORS Chapter 279A or ORS Chapter 279B

If the County receives only one proposal, the County may dispense with the evaluation process and Intent to Award protest period and proceed with contract negotiations and award.

2. **Written Protest Requirements**

Written protests must:

- a. Be delivered to the Single Point of Contact via email
- b. Reference the RFP name
- c. Identify proposers name and contact information
- d. Be signed by an authorized representative
- e. Specify the grounds for the protest
- f. Be received within 7 calendar days of the Intent to Award notice

3. **Response to Protest**

Clatsop County will address all timely submitted protests within a reasonable time and will issue a written decision to the respective proposer. Protests that do not include the required information will not be considered.

5.3: APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

Proposer(s) who are selected for a contract award under this RFP will be required to submit additional information and comply with the following:

1. **Insurance**

Prior to award, proposer shall secure and demonstrate to Clatsop County proof of insurance as required in this RFP or as negotiated. Insurance Requirements are found in Attachment D.

2. **Taxpayer Identification Number (TIN)**

Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form when requested by the County or when the backup withholding status or any other relevant information of proposer has changed since the last submitted W-9 form, if any.

3. **Business Registry**

If selected for award, proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the contract. Visit <http://sos.oregon.gov/business/pages/register.aspx> for Oregon Business Registry information.

4. **Nondiscrimination in Employment**

As a condition of receiving the award of contract under this RFP, proposer must certify by their signature on Attachment B, in accordance with ORS 279A.112, that it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice must include giving employees a written notice of a policy that both prohibits,

and prescribes disciplinary measures for, conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.

5. Pay Equity Compliance

As required by ORS 279B.235 or ORS 279C.520, contractor shall comply with ORS 652.220 and shall not discriminate against any of contractor's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class.

Contractor must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this contract and a failure to comply constitutes a breach the entitles Clatsop County to terminate this contract for cause.

Contractor may not prohibit any of contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

5.4: CONTRACT NEGOTIATION

After selection of a successful proposer, Clatsop County may enter into contract negotiations with the successful proposer. By submitting a proposal, proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the sample contract (Attachment D).

It may be possible to negotiate some provisions of the final contract; however, Clatsop County is not required to make any changes and many provisions cannot be changed. Proposer is cautioned that Clatsop County believes modifications to the standard provisions constitute increased risk and increased cost to the County. Therefore, the County will consider the scope of requested exceptions in the evaluation of proposal.

Any subsequent negotiated changes are subject to prior approval of the Board of Clatsop County Commissioners.

In the event that the parties have not reached mutually agreeable terms within 10 calendar days, the County, at its discretion, may terminate negotiations and commence negotiations with the next highest ranking proposer.

SECTION 6: ADDITIONAL INFORMATION

6.1: CERTIFIED FIRM PARTICIPATION

Pursuant to ORS Chapter 200, Clatsop County encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity (“COBID”) in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. Clatsop County also encourages joint ventures or subcontracting with certified small business enterprises. For more information, visit <https://oregon4biz.diversitysoftware.com>.

6.2: GOVERNING LAWS AND REGULATIONS

This RFP is governed by the laws of the State of Oregon. Venue for any administrative or judicial action related to this RFP, evaluation and award is the Circuit Court of Clatsop County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must 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 Clatsop County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any claim or consent to the jurisdiction of any court.

6.3: OWNERSHIP / PERMISSION TO USE MATERIALS

All proposals are public record and are subject and are subject to public inspection after Clatsop County issues the Notice of Intent to Award. Application of the Oregon Public Records Law will determine whether any information is actually exempt from disclosure.

6.4: CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES

Pursuant to ORS 279B.100, Clatsop County may reject any or all proposals in whole or in part, or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the County, as determined by the County. The County is not liable to any proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP, award, or rejection of any proposal.

6.5: COST OF SUBMITTING A PROPOSAL

Proposer shall pay all the costs in submitting its proposal, including, but not limited to, the costs to prepare and submit the proposal, costs of samples or other supporting materials, costs to participate in demonstrations, or costs associated with protests.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

September 27, 2023

Agenda Title: Contract for purchase of Skid Steer for Fairgrounds
Category: Consent Calendar
Presented By: Kyle Sharpsteen, Fairground Manager.

Issue Before the Commission: Approval of contract with Pacific Tractor & Implement for purchase of SVL65-2 Kubota Skid Steer with land pride skid cutter.

Informational Summary: The Fairboard budgeted to purchase a skid steer in the 2023-2024 fiscal year to be used for grounds maintenance and material handling around the fairground property. Using a skid steer instead of the current practice of using a mid-sized tractor will result in the tasks being done more efficiently and safer.

Clatsop County is a member of Sourcewell, competitive purchasing program. Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments. This equipment was previously competitively solicited and may be purchased directly by the County, under the Sourcewell contract process.

Fiscal Impact: The quoted cost is \$68,930.81 and is budgeted in the Fair and Expo Capital Outlay Fund- Miscellaneous Equipment 82-4900. Final pricing will be based upon pricing at the time of final delivery to Sourcewell members and will be within our budget.

Requested Action:

Approve the contract with Pacific Tractor & Implement for the purchase of SVL 65-2 skid steer. The budgeted amount is \$80,000. The purchase of this equipment is under the Sourcewell purchasing agreement and will come in under the budgeted amount.

Attachment List

A. Contract

-- Standard Features --

-- Custom Options --



S Series SVL65-2HFWC
*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES	BASIC UNITS
Vertical Lift Path Loader Frame	SVL65-2HFWC, 15.0" Rubber
Standard Front Quick Coupler,	Tracks, A/C ROPS/FOPS Cab
Float Standard	Hydraulic Quick Coupler, High
Hydraulic Quick Coupler Option	Flow Hydraulics & MF Grips
Loader Arm Self-Leveling with	
on/off switch	ENGINE
Loader Boom Lock	V2607-CE-TE4 Tier 4 Final Diesel
Open ROPS & Air Conditioned	Engine
ROPS/FOPS Cab Models	4 Cylinder, 4 Cycle, Turbo Charged
Adjustable, Vinyl, Suspension	68 Gross HP @ 2400 rpm (SAE
Seat	J1995)
2" Retractable Seat Belt and 2-	
Piece Seat Bar	DIMENSIONS
12V Electric Outlet	Cab Height 79.9"
17.4 gpm Auxiliary Hydraulics	Width (without attachment) 65.2"
standard, 27 gpm Option	Width with wide track option
Direct To Tank Return Line	(without attachment) 67.7"
Rigid Mounted Undercarriage, 4	Length (without attachment) 107.6"
Lower Track Rollers	Length of Track on Ground 57.9"
Rubber Tracks, 12.6" Standard,	
15" Optional	OPERATIONAL
Two Speed Travel System	DIMENSIONS
Automatic Wet Disk Parking	Operating Weight*, SVL65-2, 12.6"
Brake	Rubber Tracks, Open
Kubota 4 Hydraulic Pump Load	ROPS/FOPS Cab, Mechanical
Sensing System	Quick Coupler 8,105 lbs.
2 Gear, 2 Variable	Rated Operating Capacity (@ 35%
Displacement Pumps	of Tipping Load) 2,100 lbs.
Hydraulic Joystick Controls,	Rated Operating Capacity (ROC)
Optional Multi-Function Grips	@ 50% of Tipping Load 3,000 lbs.
ISO Operating Pattern	Tipping Load 6,000 lbs.
Hand And Foot Throttle	Auxiliary Hydraulics Flow 17.4
Controls	gpm
Electronic Travel Torque	Travel Speed (Low / High) 4.9 / 7.1
Management	mph
Automatic Glow Plugs	Reach @ Maximum Height 34.9"
Key Switch Stop System	Height to Hinge Pin 118.5"
Self Bleed Fuel System	Ground Pressure (Standard Track)
2 Front and 2 Rear Working	5.0 psi.
Lights	Ground Pressure (Wide Track) 4.2
Hour Meter, Engine	psi
Temperature and Fuel	
Gauges and Warning Lights	* Includes operator's weight, 165
Horn and Backup Alarm	lbs.
Lockable Fuel Cap	
Bolt On Grab Handles to enter	
machine	

SVL65-2HFWC Base Price:	\$70,718.00
(1) SPECIAL APPL DOOR KIT CLOSED CAB	\$2,809.00
S6658-SPECIAL APPL DOOR KIT CLOSED CAB	
(1) REAR VIEW MIRROR KIT / SVL75/SVL90	\$24.00
S6641-REAR VIEW MIRROR KIT / SVL75/SVL90	
(1) HOSE STAY FOR SSV/SVL MODELS	\$106.00
S6763-HOSE STAY FOR SSV/SVL MODELS	
(1) 74" HVY DUTY /LW PRF/LONG FLR/C EDGE	\$2,578.00
PNF	
AP-HD74LLC-74" HVY DUTY /LW PRF/LONG FLR/C EDGE	
PNF	
(1) SVL LED LIGHT KIT	\$318.00
S6764-SVL LED LIGHT KIT	
(1) AT&T TELEMATICS MODEM	\$444.00
DCU6700-AT&T TELEMATICS MODEM	
(1) SVL TELEMATICS HARNESS	\$142.00
S6702-SVL TELEMATICS HARNESS	
Configured Price:	\$77,139.00
Sourcewell Discount:	(\$18,513.36)
SUBTOTAL:	\$58,625.64
Dealer Assembly:	\$443.67
Freight Cost:	\$831.25
PDI:	\$400.00
LANDPRIDE AP-SC4072 SKID CUTTER	\$8,630.25

Total Unit Price:	\$68,930.81
Quantity Ordered:	1
Final Sales Price:	\$68,930.81

Final pricing will be based upon pricing at the time of final delivery to Sourcewell members. Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.46.28

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

September 27, 2023

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

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

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

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

Fiscal Impact: The fiscal impact is \$0 as the expenditure will be the same amount as the unanticipated revenue.

Recommended Action:

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

Attachment List

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

Schedule A
2023-24 Budget Adjustments

I. **ADJUSTMENTS INVOLVING UNANTICIPATED REVENUE**

<u>ORGANIZATIONAL UNIT</u>	<u>ACCOUNT</u>	<u>INCREASE</u>	<u>DECREASE</u>
Parks & Land - Revenue	240/5815/81-7256	\$ 58,707	
Parks & Land - Expense	240/5815/82-2312	\$ 58,707	

Comment: This adjustment is to account for the funds released from dissolution of the Skipanon Water District and the subsequent additional appropriations associated with it. No fiscal impact.

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

In the matter of the adjustment of the fiscal)
year 2023-24 budget and appropriations by) RESOLUTION AND ORDER
authorizing expenditure of unanticipated)
revenue, per ORS 294.338.)

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

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

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

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

ADOPTED AND APPROPRIATED this 27th Day of September 2023.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Mark Kujala, Chair

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

September 27, 2023

Agenda Title: Funding Agreement with Northwest Regional Education Service District (NWRES D) for Child Care Retention and Expansion

Category: Consent Calendar

Presented By: Don Bohn, County Manager

Issue Before the Commission: Approval of Funding Agreement with NWRES D to provide services to the Child Care Advisory Group for child care retention and expansion.

Informational Summary: On July 27, 2022, the Board of Commissioners approved an agreement with COLPAC to provide financial and administrative services to the Child Care Advisory Group. COLPAC effectively assumed the role as fiscal agent, including: receiving, disbursing, monitoring and reporting on the use of funds.

With the approval of this agreement NWRES D, will become the new fiscal agent and home for child care retention and expansion program. This program is aligned with the mission and work of NWRES D. The ARPA Concept Funding Plan, includes annual funding amounts of \$150,000 for FY 23/24 and FY 24/25, respectively. Any funds currently held by COLPAC will be transferred to the NWRES D.

Fiscal Impact: ARPA expenditures in the amount of \$150,000 for FY 23/24 and FY 24/25 respectively.

Requested Action:

Approve the agreement with NWRES D to provide fiscal and administrative services to the Child Care Advisory Group in the amount of \$300,000 through FY 24/25.

Attachment List

A. Funding Agreement

FUNDING AGREEMENT

This Agreement is made this 9th day of August, 2023, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter “**County**” and **Northwest Regional Education Service District (NWRESD)**, hereinafter “**District**”.

Recitals

In May 2021, County was allocated approximately \$7.8 million in Federal American Rescue Plan Act of 2021 (ARPA) funds to respond to the impacts of the coronavirus pandemic. County has designated ARPA to provide resources in support of a multi-year effort to address child care retention and expansion.

NOW THEREFORE, the parties agree as follows:

1. Term: This Agreement shall be for September 1, 2023 through December 31, 2026.
2. Purpose and Payment: County shall provide funding to the District in the total amount of \$300,000, with the following annual payments FY 23/24 \$150,000 and FY 24/25 \$150,000 for the Child Care Retention and Expansion programs. The District represents that it shall use the funds provided for this exclusive purpose. The County will make a single payment at the beginning of each fiscal year designated for funding.
3. Indemnity: The District shall indemnify and hold County harmless for any claim arising from the application of these funds. The District shall maintain liability insurance in an amount sufficient to satisfy the current Oregon Tort Claim Act limits, and shall name County as an additional insured on any policies.
4. Compliance and Reporting: Funds provided to the District by this Agreement are a subaward of State and Local Fiscal Recovery Funds (SLFRF). Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient. The District shall adhere to all SLFRF subrecipient compliance and reporting requirements as determined by the U.S. Department of the Treasury. These requirements include, but are not limited to: (a) Subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements. (b) Subrecipients must ensure subawards are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with awarded funds. (c) County may issue additional reporting requirements for SLFRF subawards greater than \$50,000, as required by the U.S. Department of the Treasury.

The District shall follow the annual reporting schedule (as applicable) outlined below until all funds are expended or until December 31, 2027 (deadline for expending funds); whichever comes first.

Annual Report	Period Covered	Due Date
1	July 1, 2021 – March 31, 2022	April 15, 2022
2	April 1, 2022 – March 31, 2023	April 15, 2023
3	April 1, 2023 – March 31, 2024	April 15, 2024
4	April 1, 2024 – March 31, 2025	April 15, 2025
5	April 1, 2025 – March 31, 2026	April 15, 2026
6	April 1, 2026 – December 31, 2026	January 15, 2027

5. General: Funding for this Agreement is allocated by the Clatsop County Board of Commissioners and may be modified at the sole discretion of the County.

(A) All funds not expended for the specific purpose described within this agreement shall be returned to the County;

(B) All funds not expended by December 31, 2026 shall be returned to the County.

COUNTY:

Don Bohn, County Manager

Name, Title

Date _____

Signature

NWRES:

Dan Goldman

Superintendent

9/14/2023

Name, Title

Date

- DocuSigned by:

Signature

5825 NE Ray Circle Hillsboro, OR 97124

District Address

503-815-4453

District Phone

- DS

EM

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

September 27, 2023

Agenda Title: Rail Engineering Design Services Contract
Category: Consent Calendar
Presented By: Terry Hendryx, Interim Public Works Director

Issue Before the Commission: Approval of a contract for Rail Engineering Services with Wisser Rail Engineering.

Informational Summary: Clatsop County has been engaged in an attempt to construct a new bypass road to connect Highway 30 to Westport Ferry Road. The purpose of this roadway is to remove the heavy truck traffic that currently passes through a residential neighborhood to access the industrial property near the ferry landing. Public Works hired Kittleson & Associates to design the roadway and obtain design approvals through ODOT. It is now necessary to hire a Rail Engineer to design the proposed rail crossing for the new road as well as obtain approvals from ODOT Rail and Portland & Western Railroad (PNWR). Wisser Rail Engineering is proposing to offer those services for the sum of \$62,500.00. There was no Request For Proposals put out for this work, as Wisser Rail is the only rail engineer PNWR works with for these services.

Fiscal Impact: Fiscal impact for the contract is not to exceed \$62,500.00. This is an expense that was budgeted for under Contractual Services in the Road Maintenance and Construction fund.

Requested Action:

Approve the contract with Wisser Rail Engineering in the amount of \$62,500 for Engineering Design Services and authorize the County Manager to sign the contract and any amendments.

Attachment List

- A. Contract
- B. Certificate of Insurance



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

Contract No. _____

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County ("County") and Wiser Rail Engineering ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$62,500 to be paid to Contractor by County, Contractor agrees to perform between date of execution and July 1, 2025, inclusive, the following specific personal and/or professional services:

Concept Engineering/ODOT Rail Order as outlined in the Proposal dated September 11, 2023 and fee schedule marked as Exhibit A

Payment Terms: Payment will be made 30 days from receipt of invoice(s) and approval of work by County.

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

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

_____ (approved by County Counsel) _____ (Contractor's Initials) _____

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

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

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

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

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

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

FOR COUNTY:

Signature Date

Printed Name

Title

FOR CONTRACTOR:

Thomas W. Wiser 9/13/2023
Signature Date

Thomas W. Wiser, PE

Printed Name

Sole Proprietor

Title
22750 SW Miami Drive

Address
Tualatin OR 97062
City State Zip

EXHIBIT A

THOMAS W. WISER, P.E.

Consulting Railway Engineer

22750 SW Miami Dr.
Tualatin, OR 97062
503 / 691-6095
FAX 503 / 692-4753



September 11, 2023

Terry Hendryx, PLS
Clatsop County
1100 Olney Avenue
Astoria, Oregon 97103

**Re: Westport Ferry Road Crossings
Rail Engineering Services**

Dear Mr. Hendryx,

I am pleased to present to you this proposal for engineering services for Rail Engineering for assisting Clatsop County in the development of the Westport crossings. This proposal is composed of the following sections: Project Understanding, Scope of Work, Fee Estimate, and Schedule.

Project Understanding

Clatsop County has developed a plan to reconstruct the Old Mill Town Road crossing to a width of 30' to accommodate two, 12' lanes with a 6' multi-use path on the easterly side of the road, updating the crossing to current safety standards. The existing rail crossing has two sets of tracks, one of which has been abandoned and partially removed.

In addition, the County plans have a new road constructed to connect Hwy. 30 and Westport Ferry Road approximately 1,000 feet west of the existing intersection of Hwy. 30 and Westport Ferry Road in order to eliminate heavy truck traffic from the Westport community residential areas. The existing Westport Ferry Road will be closed.

Engineering Scope of Work

The specific tasks are as follows:

1. **Administrative tasks**
 - a. Project setup, invoicing, Project Management, etc.
2. **Meetings**
 - a. Initial meeting, review of project, schedule, etc...
 - b. Virtual Project Team Meetings with Kittelson - 8 virtual (2 hr, 1/2 hr prep)
 - c. Initial Field Review in Westport @ 2.5 hrs + 5 hrs travel + 1/2 hr prep
3. **Coordination and Correspondence**
 - a. Coordinate with ODOT Rail, PNWR
 - b. Coordinate with County, KAI
4. **Preliminary Design**
 - a. Review proposed road crossing design concepts.
 - b. Prepare PNWR top of rail profile
 - c. Prepare concept design for track crossings

- d. Insert Teevin Bros. design into plan set. Translate vertical datum to match County survey.
- e. Prepare opinion of probable cost.
- 5. ODOT Rail Order
 - a. Schedule diagnostic meeting
 - b. Conduct field diagnostic meeting. 2.5 hours, 1 hour prep, 5 hours travel.
 - c. Prepare concept plan ODOT Rail exhibits.
 - d. Prepare diagnostic notes
 - e. Prepare DRAFT application and exhibits.
 - f. Make revisions as necessary.
- 6. PEA, C&M Support/Easements
 - a. Assist with Preliminary Engineering Agreement and C&M Agreement
 - b. Assist with Easements (County to provide surveys and easement descriptions).

Fee Estimate

The fee estimates enclosed has been prepared with the understanding that the project will be billed on a time and materials basis for the scope of work outlined above. If the scope of work changes from that listed in this proposal, then there will necessarily be a revision to the fee estimate based upon current hourly rates. Unless otherwise noted, all hourly efforts not completed on the project by August 1, 2024 may be adjusted to current standard rates. The project will be billed monthly with the billings comprised of the time and materials spent on the project completed to date.

Task	Description	Amount
I	Concept Engineering / ODOT Rail Order	\$62,000
Expenses		\$500
	Totals:	\$62,500

Assumptions

This proposal lists a standard effort for PNWR projects with general consensus. If general consensus isn't reached, the scope will be expanded with additional costs.

Schedule

The work outlined in this proposal will be initiated within one week of receiving a signed copy of this proposal and the schedule will be coordinated between Clatsop County and the current work load of Wisner Engineering.

The General Conditions, together with this Proposal, dated: 11 Sept, 2023

To: Clatsop County

Re: 18005 - Clatsop County Westport Crossings.

represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be

amended only by written instrument signed by both Owner and Engineer.

I appreciate the opportunity to prepare this proposal. If this Proposal meets with your approval, please sign and return one original copy of this Proposal to me. If there are any questions concerning any of the items above, or if you have any additional questions or concerns, please give me a call.

Very truly yours,



Thomas W. Wiser, P.E.

Consulting Railway Engineer

I accept the terms and conditions of this Proposal and hereby authorize Thomas W. Wiser, P.E. to proceed with the work, as outlined herein.

Signature _____ Organization _____

Title _____ Date _____

GENERAL CONDITIONS

1. PROFESSIONAL FEES & REIMBURSABLE EXPENSES

Professional fees for time and material Contracts and extra work will be invoiced on an hourly rate basis in accordance with the work classifications and rates summarized below. Other professional consultants and/or firms may be utilized to accomplish the identified scope of work. Free-lance and/or other outside personnel who are contracted to provide manpower services will be invoiced at our normal hourly rates. Expenses, other than hourly rates for personnel, that are directly attributable to our professional services, will be invoiced at the costs shown on attached Fee Schedule. These expenses include, but are not limited to, such items as out-of-town travel expenses; rental cars; use of company and personal vehicles; long distance telephone charges; reproduction costs; rental of equipment and/or instruments; special fees and permits; purchase of deeds, maps and record or reference drawing prints; premiums for additional or special insurance, where required; and fees paid for securing approval of authorities having jurisdiction over the project. All lump-sum, time-and-material and other fees quoted in a proposal are good for a 90-day period, from the date of the proposal until notice to proceed is given. Contract fees are valid for a period of one year, after notice to proceed. After these times, hourly rates and fees may be adjusted to current year rates thereby adjusting contract amounts. If Client, or Client's representatives, requests Consultant to provide additional services which are beyond the scope of services described in Consultant's proposal, Consultant will provide such additional services at current year hourly rates and bill the Client in accordance with this Section.

2. PAYMENTS

Invoices will be submitted monthly for basic services and reimbursable expenses rendered in the preceding month. Payment will be due fifteen (15) days from date of invoice. An account will become delinquent thirty (30) days after date of billing. A service charge will be added to delinquent accounts at the rate of one-and-one-half percent (1½%) for each thirty (30) days delinquent. As a matter of standard policy and to protect Consultant's interests, a lien on the subject property will be filed (recorded) at the County Clerk's office within the applicable time if invoices are not paid on a timely basis, or unless previous special arrangements have been made. Consultant's costs for preparation and filing of said lien, as well as a lien release, will be invoiced to the Client. If Client fails to make payments to Consultant within thirty (30) days of receipt of invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services.

3. RIGHT-OF-ENTRY

Unless otherwise agreed, Client will furnish Consultant and Consultant's agents, right-of-entry on the land where Consultant is to make observations, surveys, borings and other explorations as required to complete the scope of work. Consultant will take reasonable precautions to minimize damage to the land in the conduct of Consultant's activities. When soils data are required, reasonable precautions will again be taken to minimize damage from use of equipment, but the cost of restoration of the land is not included in Consultant's fee. If Client desires Consultant to restore the land to its approximately former condition (i.e., compaction of backfill, pavement patching, etc.), Consultant shall have this accomplished and add the cost, plus ten percent (10%), to Consultant's fee.

4. GENERAL LIABILITY

Consultant carries comprehensive general liability insurance, which, subject to its limits, terms, and conditions, provides protection against liability arising out of bodily injury and property damage that is the direct result of Consultant's operational negligence. At Client's request, Consultant will provide certificates evidencing such coverage to the extent it is commercially available and will purchase additional coverage and/or limits of liability that Client may require as a separate cost item to be borne by the Client.

5. PROFESSIONAL LIABILITY

Consultant carries professional liability insurance, which, subject to its limits, terms, and conditions, provides protection against liability arising out of a negligent act, error or omission in the performance of professional services. At Client's request, Consultant will provide certificates evidencing such coverage to the extent it is commercially available and will purchase additional coverage and/or limits of liability that Client may require as a separate cost item to be borne by the Client.

6. LIMITATION OF LIABILITY

As to Consultant's liability, if any, arising out of services performed, Client and Consultant agree that: The entire joint, several and individual liability of the Consultant, its agents, representatives and employees, irrespective of the number of claims, and whether based in negligence, any other tort, breach of contract or otherwise, shall in no event exceed the Consultant's fee.

Neither the Consultant nor its agents, representatives or employees shall be liable to the Client for any indirect, special, reliance, incidental, consequential or exemplary damages arising out of or in connection with the performance of services under this Agreement, whether in an action based on contract (including breach of representation or warranty), delay, negligence (active or passive), strict tort liability or otherwise.

GENERAL CONDITIONS

7. CLIENT FURNISHED INFORMATION

Consultant is entitled to rely on all information furnished or to be furnished by Client. Client agrees to defend and indemnify Consultant, its agents and employees from any and all claims of any kind arising out of or relating to any claims caused by or contributed to by any errors or omissions in information to be provided by Client.

8. DELAYS

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents. One or more waivers by either party of any provision, term, condition, or covenant, shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. Consultant shall not be responsible for damages or be in default by reasons caused by failure of Client or Client's agents to furnish information; or due to late, slow, or faulty performance by the Client and/or governmental agencies beyond the Consultant's reasonable control. In the case of any such cause of delay, the fees and time of completion for Consultant's work may be renegotiated accordingly.

9. INDEMNITY

Client agrees to indemnify, defend and hold Consultant harmless from liability, settlements, losses, costs and expenses, in connection with any action, suit, or claim resulting or allegedly to the extent caused by the negligent acts, omissions or activities, or willful misconduct of Client and any person or entity for whose acts or omissions Client is liable.

Subject to Paragraph 6, Limitation of Liability, Consultant agrees to indemnify, defend and hold Client harmless from liability, settlements, losses, costs and expenses, in connection with any action, suit, or claim resulting or allegedly to the extent caused by the negligent acts, omissions or activities or willful misconduct of Consultant.

10. CLIENT DATA

All computer-generated drawings, base maps, site plans and survey information, hereinafter referred to as data, received by Consultant, will be assumed to be the final product, will scale correctly and dimensions shown are to be accurate, unless otherwise noted. Client, or Client's representative will be responsible for the data's integrity. A hard copy shall accompany all data transmitted by electronic transfer or computer disk. Any party making changes to the data will assume full responsibility for its completeness and reliability.

11. SUBMITTALS

Review of submittals by Consultant, is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the Contractor's responsibility to perform all construction Contract requirements with no change in contract price or time. Any action shown by the Consultant is subject to the requirements of the plans, specifications and other Contract Documents. The Contractor is responsible to confirm and correlate dimensions at the site, for information that pertains to the fabrication processes, for the means, methods, techniques, procedures, sequences and quantities necessary to complete the Construction Contract and for coordination of the work of all trades and satisfactory performance of its work. The review by the Consultant is undertaken solely to satisfy Consultant's obligations, if any, to the Client and shall not give rise to any claim by the Contractor or other parties against the Consultant or Client.

12. ELECTRONIC DATA

Since the Consultant developed the CAD symbols, details, sections, specifications, notes and related data at its own expense, it is expressly understood that Client may not modify or use these symbols, drawings or blocks provided on other projects, or provide them to other parties.

13. LIMITATIONS OF SCOPE

It is understood that Consultant has not been retained or compensated to provide design, construction review, or any other services relating to the means or methods of operation and/or safety precautions of any construction contractor or subcontractor who may work on the project.

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Consultant makes no warranty that Client's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.

GENERAL CONDITIONS

The Client understands and acknowledges that in the remodeling or rehabilitation of existing structures, certain design and technical decisions are made on assumptions based upon readily available documents and visual observation of existing conditions. Unless specifically directed in writing by the Client, the Consultant shall not perform or have performed any destructive testing in order to ascertain its actual condition. In the event that the Consultant's assumptions, made in good faith, prove to be incorrect, the Client agrees that the Consultant shall not be held responsible for any additional work or costs required to correct any ensuing problems based upon such assumptions.

14. RECORD DRAWINGS

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

15. DUTY

Notwithstanding any other provision in this Agreement to the contrary, nothing herein contained shall be construed as: 1) Constituting a guarantee, warranty or assurance, either express or implied, that the services performed by Consultant will yield or accomplish a perfect outcome for the project; or 2) Obliging the Consultant to exercise professional skill or judgment greater than that which can reasonably be expected from other Consultants under like circumstances; or 3) An assumption by the Consultant of the liability of any other party, or an assumption of any responsibilities of any kind relating to safety issues on the Project.

16. LEGAL EXPENSES AND FEES

In the event of any arbitration or legal suit or action, including any appeals therefrom, brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amount for investigation costs, attorneys' fees, and expert witness fees, as may be set by the panel or court. This agreement shall be governed by the laws of the state of the Project.

17. TERMINATION

This agreement may be terminated by either party by giving ten (10) days' written notice in the event of a failure to perform in accordance with the terms of the agreement by the other party. Either party may terminate this agreement in its sole discretion upon ten (10) days notice. If this agreement is terminated, Consultant shall be paid for services performed and reimbursable expenses to termination date.

18. AUDIT

Consultant's records shall be open to inspection and audit and/or reproduction during normal working hours by Client's agents and authorized representatives to the extent necessary to adequately permit evaluation and verifications of any invoices, payments or claims submitted by Consultant or any of its payees pursuant to the execution of this Agreement for a period of three years after date of final payment by Client.

19. FEDERALLY FUNDED PROJECTS

To the extent that federal funds are involved in the Project, Consultant agrees to comply with all required and applicable federal requirements.

20. ENTIRETY OF AGREEMENT

This constitutes the entire Agreement between the parties, supercedes all prior or contemporaneous agreements and shall not be amended except by a document signed by the parties.



Project: Old Mill Town Road, Westport
Project Number: 18005
Client: Clatsop County
Phase: 1 - Preliminary Engineering

Agenda Item #7.

ITEM NUMBER	DESCRIPTION	PERSONNEL		TW		JWM Cadd		Jon Rolufs		EXPENSES	SUB- TOTALS	SUB- CONSULTANT
		BILLING RATE:	HOURS	Senior Engr	\$305	Drafting	\$75	HOURS	Signals			
1	Project Management									\$		\$
2	Administrative tasks: Project setup, invoicing, etc.		6		\$1,830						\$1,830	
3	Prepare proposal, previous work (4-hours)		6		\$1,830						\$1,830	
4	Meetings:											
5	- Field recon: 5 hr travel, 2-hr on site, 1 hr prep		8		\$2,440					116.59	\$2,568	
6	- Teams Meetings 8 at 2-hours, 1/2 hr prep		20		\$6,100						\$6,100	
7												
8	Railroad Coordination and Support		10		\$3,050						\$3,050	
9												
10	Preliminary Design											
11	- Prepare concept plan - 3 crossings: Old Mill Town, Westport Closure, New Westport		16		\$4,880	30	\$2,250				\$7,130	
12	- Prepare track profile		4		\$1,220	8	\$600				\$1,820	
13	- Insert Teevin Bros. design		2		\$610	2	\$150				\$760	
14	- Coordinate with PNWR, ODOT Rail		6		\$1,830						\$1,830	
15	- Coordinate with Kittelson on road design		8		\$2,440						\$2,440	
16	- Easement assistance		4		\$1,220						\$1,220	
17	Jon Rolufs							20	\$3,900		\$3,900	
18												
19	Prepare ODOT Rail Application											
20	- Schedule Diagnostic		2		\$610						\$610	
21	- Field Diagnostic 5 hr travel, 2.5 hr on site, 1 hr prep		9		\$2,745					116.59	\$2,873	
22	- Prepare concept plan Exhibits		24		\$7,320	40	\$3,000				\$10,320	
23												
24	- Coordinate with PNWR, ODOT Rail		8		\$2,440						\$2,440	
25	- Prepare diagnostic notes, review with team		4		\$1,220						\$1,220	
26	- Prepare DRAFT application and exhibits		8		\$2,440	20	\$1,500				\$3,940	
27	- Review and revist DRAFT exhibits and application		4		\$1,220	10	\$750				\$1,970	
28												
29	Prepare opinion of probable cost		4		\$1,220						\$1,220	
30	Misc.		4		\$1,220	10	\$750				\$1,970	
31	Project Close out		2		\$610						\$610	
32												
TOTALS:			159		\$48,495	120	\$9,000	20	\$3,900	\$233.18	\$61,651	

FILE: D:\OneDrive - wiserrail.com\WRE Files\Project\18005 PNWR Westport Road\Documents\Wiser Rail Fee Estimate - Westgrove Ferry Roads - Clatsop County - 9 Sept 2
DATE: September 11, 2023
TIME: 03:52 PM
BY: tww

Misc. expenses 0.94%

Fees and Expenses SubTotal

Subconsultant markup

Subconsultant with markup

TOTAL ESTIMATED COST

\$62,232

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

June 28, 2023

Agenda Title: Human Services Advisory Council (HSAC) Membership Recommendations

Category: Consent Calendar

Presented By: Randy Anderson, Human Services Advisory Council Chair

Issue Before the Commission: Human Services Advisory Council membership recommendations

Informational Summary: The Human Services Advisory Council (HSAC) is appointed by the Board of County Commissioners to address developmental disabilities, mental health and addiction services needs in the County. There are currently six members on the council. Per the bylaws, membership on the council shall not exceed nine.

In August, one voting HSAC member resigned. A new application was received and given to members for review. The HSAC is recommending that the Board of Commissioners appoint:

- Jennifer Brandon

Appointed member will serve the remainder of the three-year term for the previous member they are replacing.

APPLICANTS			
Name	Commissioner District	Occupation	Term Expiration Date
Jennifer Brandon	5	Healthcare	2/28/26

CURRENT MEMBERS			
Julia Weinberg	5	Licensed Professional Counselor	02/28/2024
Linda Dugan Winstanley	1	Insurance Agent	02/28/2024
Randy Anderson	2	Self-Employed	02/28/2024

Nicole Maki	2	Business Owner	2/28/2026
Craig Hoppes	3	School Superintendent	2/28/2026
Valerie Richards	1	Personal Agent	2/28/2026

Fiscal Impact: \$0

Requested Action:

Approve Human Services Advisory Council's recommended appointment of Jennifer Brandon to the Human Services Advisory Council.

Attachment List

A. Jennifer Brandon HSAC Application

Committee Vacancies: Submission #54

Date

Sat, 06/24/2023 - 00:00

Applicant Information

Jennifer Brandon

71222 Fishhawk rd

Clatskanie . 97016

movingpicturesplus@protonmail.com

5034688907

Current Occupation

Healthcare

Past Occupation (if currently retired)

Healthcare

Years Resident of County

22

In which Commissioner District do you reside?

5

Committee, Board or Commission Applied For

Human Services Advisory Council

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

Served on many non profit advisory councils and boards. Bachelors degree in social services and many years working for non profit healthcare organizations.

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

Most recently I served on the CAC board the Community Action Board. I've been very involved thru my employer Providence with our outreach programs throughout the world, Guatemala and Tijuana. It is a passion of mine. To serve the " Greater Good ".

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

September 27, 2023

Agenda Title: Amend Human Services Advisory Council By-Laws, Article IV - Membership

Category: Business Agenda

Presented By: Randy Anderson, Human Services Advisory Council Chair

Issue Before the Commission: Amend the Human Services Advisory Council By-Laws, Article IV – Membership to improve clarity.

Informational Summary: The Human Services Advisory Council has identified two areas in their By-Laws that could be clarified and improved. The proposed changes are redlined below and in attached By-Laws:

- **Article IV, Section 2, number 2** currently reads, “Membership on the Council shall not exceed Nine (9).” The Council would like to amend that to read, “Membership on the Council shall not exceed Nine (9) voting members.”
- **Article IV, Section 2, number 4** currently reads:
Membership shall represent: recipients of services, advocates, professionals in the field, key referral sources, non-contracted provider representatives, provider representatives (non-voting), and lay citizens in balanced representation. Representation shall also include minority members who reasonably reflect the proportion of the need for alcoholism treatment and rehabilitation services of minorities in the community and at least one member who have mental or physical disabilities.

The Council would like to amend that to read:

Membership shall represent: recipients of services, advocates, professionals in the field, key referral sources, non-contracted provider representatives, provider representatives (non-voting), and lay citizens in balanced representation. Representation shall also include minority members who reasonably reflect the proportion of the need for substance use disorder treatment and rehabilitation

services of minorities in the community and at least one member who have mental or physical disabilities.

- **Article IV, Section 3**, currently reads: “Upon three unexcused absences from scheduled Council meetings by a member, the member will be contacted by the Chair to see intention of continued service on the Council.”

The Council would like to amend that to read:

1. After two unexcused absences from scheduled Council meetings by a member, the member will be contacted by the Chair to see what their intention of continued services is.
2. After three unexcused absences from scheduled Council meetings by a member in one calendar year, the member will surrender their appointment.

Fiscal Impact: \$0

Requested Action:

Approve the attached changes to the Human Services Advisory Council's By-Laws Article IV - Membership.

Attachment List

- A. Human Services Advisory Council Bylaws with recommendations redlined

**Clatsop County
Human Services Advisory Council
By-Laws**

(Adopted September 24, 1997)
(Revised February 27, 2001)
(Revised January 13, 2003)
(Revised September 23, 2020)
(Revised July 26, 2023)

Article I – Name

The name of this organization shall be the Clatsop County Human Services Advisory Council.

Article II – Duties and Responsibilities

The general duties and responsibilities of this Council are:

1. To identify needs and establish priorities for the three areas of interest listed in Article III-Section 1 for the publicly funded human service delivery system.
2. To participate in the selection of service providers.
3. To participate in the evaluation of services to assure they are effectively addressing the needs and priorities, and are of high quality.
4. To provide a community balance and an independent opinion to the Clatsop County Board of Commissioners regarding service directions, decisions, and proposals.
5. To provide a link to the community at-large through advocacy, public information, and education activities sponsored by the County.

Article III- Structure

Section 1

The Human Services Advisory Council shall be made up of three areas of interest; each addressing a specific area of service as follows:

Developmental Disabilities—addressing the needs of and services for people with developmental disabilities and Intellectual/Developmental Disabilities and Autism Spectrum Disorder.

Mental Health – addressing prevention, intervention and treatment of individuals with mental health issues or other programs related to behavioral health by statute (ORS 430.630 (7)) (See attached Appendix A)

Alcohol and Drug will constitute the Local Alcohol and Drug Advisory Committee (LAPDC) as required by statute (ORS 430.290, ORS 430.342 and 430.350) in Clatsop County. (See attached Appendix A)

Section 2

The Council may convene a work group of knowledgeable persons to advise the Council in specific program areas or to address any ad hoc issues as needed. Other meetings of the Council will be called

as needed with one week's notice given by email, phone, or mail.

Section 3

The Council shall come together no less than four times per year to conduct the business of the Council.

Article IV – Membership

Section 1

All members are appointed by and serve at the pleasure of the Clatsop County Board of Commissioners and shall:

1. Be members of the residential or business community of Clatsop County.
2. Be appointed for terms of up to three years with reappointment at the pleasure of the Clatsop County Board of Commissioners.
 - Each term to begin March 1 and expire the last day of February.
 - Each term to be served at the pleasure of the Clatsop County Board of Commissioners.

Section 2

1. Membership on the Council shall not exceed Nine (9) voting members.

Justification: clarify that ex-officio is not included in membership total.

2. Persons employed by contracted providers of human services shall not be eligible for appointment. However, the Council may include one representative of each provider and they shall serve in an ex-officio capacity (non-voting).
3. Representation of mental health, alcohol and drug treatment, and developmental disability providers not under contract with the County or connected to contracted providers of the County shall not exceed one member per contracted service.
4. Membership shall represent: recipients of services, advocates, professionals in the field, key referral sources, non-contracted provider representatives, provider representatives (non-voting), and lay citizens in balanced representation. Representation shall also include minority members who reasonably reflect the proportion of the need for alcoholism substance use disorder treatment and rehabilitation services of minorities in the community and at least one member who have mental or physical disabilities.

Justification: The term 'substance use disorder' is more inclusive.

Section 3

1. ~~Upon three~~ After two unexcused absences from scheduled Council meetings by a member, the member will be contacted by the Chair to see what their intention of continued service on the Council.
2. After three unexcused absences from scheduled council meetings by a member in one calendar year, the member will surrender their appointment.

Justification: Specify next steps if a member misses more than three (3) meetings.

Article V – Officers

Section 1

The officers of the Council will be a chairperson and vice-chairperson, with the term of office being one year. The duties of the Council chairperson shall be to preside at all meetings of the Council; to act as a liaison among: the County staff, public agencies, and the Clatsop County Board of Commissioners; and to assign tasks and duties to the respective ad hoc committees. The vice-chairperson will perform these duties in the absence of the chairperson. Election of officers will be held during the March meeting of every year.

Article VI – Rules of Procedure

Section 1 – Quorum

For the purpose of doing business, quorum shall be a majority of appointed membership of the Council. Once a quorum is established, business can be transacted for the remainder of the meeting regardless of the number of members present.

Section 2– Open Meetings

The Council shall conform to the procedures outlined in the Open Meeting Law of the State of Oregon

Section 3 – Conflict of Interest

There will be open discussion of situations, which might involve conflict of interest on the part of Council members. A member shall abstain from voting on a particular issue where there is a potential of direct benefit to the member or their agency.

Section 4 – Public Statements

No member of the Human Services Advisory Council is authorized to speak on behalf of the Council until the Council takes a position by formal action. This does not prevent any member from making public statements regarding personal or agency views on an issue as long as identification of membership on the Council is not involved.

Section 5 – Recommendations and Actions

1. Agenda Formation: Preliminary agenda formation for the next meeting will be developed through a process decided on by each body. Establishing the agenda shall be allowed at the beginning of each meeting of the Council. The Council and the Advisory Committees may consider any item submitted from any source. All issues of substance will be brought before the Council.
2. Recommendations: The Council may vote to refer matters to the Clatsop County Board of Commissioners with or without recommendations.
3. Minority Reports: Members of the Council may submit a minority report if the intent to do so is announced after the question is called and prior to the call for a vote. The minority report is submitted to the Board in conjunction with the Council's decision.
4. Robert's Rules of Order: Questions of procedure will be resolved on the basis of Robert's Rules of Order.

Article VII – Amendments

These By-Laws may be amended by an affirmative vote of a quorum at a meeting of the Human Services

Advisory Council after special notification thirty days prior to the date of the meeting, and approval by the Clatsop County Board of Commissioners.

Appendix A

430.630 Services to be provided by community mental health programs; local mental health authorities; local mental health services plan.

(7) Each community mental health program shall have a mental health advisory committee, appointed by the board of county commissioners or the county court or, if two or more counties have combined to provide mental health services, the boards or courts of the participating counties or, in the case of a Native American reservation, the tribal council.

430.290 [1973 c.582 §§1,2; 1985 c.740 §13; 2009 c.595 §479; 2009 c.856 §§10,19; repealed by 2011 c.673 §45]

430.342 Local planning committees; duties; members.

(1) The governing body of each county or combination of counties in a mental health administrative area, as designated by the Alcohol and Drug Policy Commission, shall:

(a) Appoint a local planning committee for alcohol and drug prevention and treatment services; or

(b) Designate an already existing body to act as the local planning committee for alcohol and drug prevention and treatment services.

(2) The committee shall identify needs and establish priorities for alcohol and drug prevention and treatment services that best suit the needs and values of the community and shall report its findings to the Oregon Health Authority, the governing bodies of the counties served by the committee and the budget advisory committee of the commission. (3) Members of the local planning committee shall be representative of the geographic area and shall be persons with interest or experience in developing alcohol and drug prevention and treatment services. The membership of the committee shall include a number of minority members which reasonably reflects the proportion of the need for prevention, treatment and rehabilitation services of minorities in the community. [1977 c.856 §3; 2001 c.899 §3; 2009 c.595 §483; 2011 c.673 §21]

430.350 Assistance and recommendation of local planning committee.

(1) Every applicant for a grant made under ORS 430.345 to 430.380 shall be assisted in the preparation and development of alcohol and drug abuse prevention, early intervention and treatment services by the local planning committee operating in the area to which the application relates. Every application shall establish to the satisfaction of the Oregon Health Authority that the committee was actively involved in the development and preparation of such program.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

September 27, 2023

Agenda Title: Sanchez Temporary Use Permit Fee Waiver Request
Category: Business Agenda
Presented By: Gail Henrikson, Community Development Director

Issue Before the Commission: Request for waiver of \$300 temporary use application fee

Informational Summary: On August 25, 2023, Tiffany Sanchez submitted a temporary use application on behalf of her father, Felix Sanchez. The temporary use request is to allow Mr. Sanchez to live in an RV on property he owns at 91171 Old Mill Town Road while a home is being constructed. Mr. Sanchez was previously living in a small apartment in a barn that was located on the property. The barn was completely destroyed by fire on August 10, 2023. Ms. Sanchez is requesting that Board waive the \$300 application fee for the temporary use permit (Exhibit A).

Fiscal Impact: The \$300 fee would not be received by the Community Development Department's Planning Division, a General Fund recipient.

Requested Action:

I move to approve a waiver of the \$300 application fee for a temporary use permit for Felix Sanchez, to allow Mr. Sanchez to temporarily live in an RV while his fire-destroyed home is replaced.

Attachment List

- A. Fee Waiver Request
- B. Property Information A

EXHIBIT A

Fee Waiver Request

Gail Henrikson

From: Tiffany Sanchez <tsanchez1027@gmail.com>
Sent: Friday, August 25, 2023 12:31 PM
To: Gail Henrikson
Subject: Felix Sanchez fire

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Gail, thanks for taking my call. I got the neighbor to help my dad fill out and sign the application. I am attaching photos of the application that were sent to me. Per our conversation today.

If possible I would like to ask the committee board to wave the \$300 application fee due to financial hardship. My father Felix has just literally LOST everything in the fire he had on his property on August 10th. We ask for grace and kindness as he is dealing with this great tragedy as well as he is dealing with some health issues. If possible it would be truly appreciated.

Greatly appreciated,
Tiffany Sanchez-Enriquez
971-277-0293

EXHIBIT B

Property Information

91171 Old Mill Town Rd, Clatskanie OR

Account 60476



Property Details Improvements Assessments Sales History Taxes Payments Documents

Year Built	Sq Ft	Type	Stories
1900		Misc. Agricultural - Out Buildings Only	
Floor Type	Sq Ft	Bedrooms	Bathrooms
No improvement details found			



January 2023



August 10, 2023



Westport Fire and Rescue- Oregon

August 14 at 5:17 PM · 🌐

On Thursday, August 10th around 9AM, Westport Fire was dispatched to a barn fire on Old Milltown Rd. The Fire Chief responded from Clatskanie, and was told by dispatch that Clatskanie Fire was not available at the time due to another call. The Fire Chief saw the smoke column from approximately 7 miles away, and asked for assistance from Knappa, CRFR, Mist-Birkenfeld, Astoria (later canceled) and ODF. The Fire Chief arrived on scene and found a large (100' x 60') barn fully engulfed. Nearby trailers and vehicles were also catching fire.

Westport E2121 arrived first, hooked into the nearby fire hydrant and began to attack the fire using master streams and handlines. Later arriving crews supplied additional water and deployed more handlines to keep the fire in check. Due to the massive fire load, roof and structural collapses, the decision was made not to enter the building out of concern for firefighter safety.

Additional master streams were used and an aerial master stream from Knappa was also utilized to cool the fire. The fire was declared under control around noon, but Westport crews remained on scene until late in the afternoon dealing with hot spots.

As mentioned before, an excavator was brought in (donated by Teevin Bros) to help get to the fire under sheets of roofing material.

The fire investigation report is not yet complete, but an exact cause will not be determined due to massive damage and structural instability- it was too dangerous for any investigator to enter the building.

Your Westport Firefighters worked extremely hard in warm temperatures for many hours to battle this beast.

Pride. Honor. Integrity.

We are here to serve.

-Chief Greg