



CLATSOP COUNTY

BOARD OF COMMISSIONERS AGENDA

WORK SESSION & REGULAR MEETING

VIRTUAL MEETING

Wednesday, January 27, 2021

BOARD OF COMMISSIONERS:

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

commissioners@co.clatsop.or.us

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www.co.clatsop.or.us

JOIN THE BOARD OF COMMISSIONERS VIRTUAL MEETINGS

Clatsop County Board of Commissioners host virtual meetings on GoToMeeting

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

To join the meeting from your computer, tablet or smartphone.

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

You can also dial in using your phone.

United States (Toll Free): 1 877 309 2073

United States: +1 (646) 749-3129

Access Code: 793-513-109

Those wishing to provide testimony on public hearings or provide oral communication at the designated time must register in advance by calling 503-325-1000 or email commissioners@co.clatsop.or.us. Once registered, you will be notified when it is your opportunity to speak for a two-minute presentation. The public may also submit comments to commissioners@co.clatsop.or.us 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.

Board Communication {5 min}

Discuss Formal Agenda {5 min}

TOPICS:

1. Public Health Update {5 min}
2. Committee and Liaison Appointments {30 min} {Page 3}

3. Habitat Conservation Plan {5 min} {Page 11}

REGULAR MEETING: 6:00 PM

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

ROLL CALL

AGENDA APPROVAL

BUSINESS FROM THE PUBLIC - Individuals may present comments to the Board via email commissioners@co.clatsop.or.us by 3 p.m. on the day of the meeting to submit for the record.

CONSENT CALENDAR

- 4. Adoption of FY 2021-2022 Budget Policies {Page 12}
- 5. Order Appointing Budget Officer {Page 30}
- 6. IGA with Columbia County for Harm Reduction support services {Page 33}
- 7. Sunset Lake Bridge Repair Project 2020 {Page 38}
- 8. Approve the 2020-21 Budget and Appropriation Adjustments {Page 54}

COMMISSIONER'S LIAISON REPORTS

COUNTY MANAGER'S REPORT

BUSINESS AGENDA

- 9. Clatsop Plains Elk Collaborative – Declaration of Cooperation {Page 57|}
- 10. 4-H & Extension: Koppisch Rd. Lease Agreement {Page 78}
- 11. Adopt the Clatsop County Strategic Plan for FY 2021-22 {Page 92}
- 12. Public Works Facility Needs Assessment Contract {Page 124}

GOOD OF THE ORDER

ADJOURNMENT

EXECUTIVE SESSION

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.co.clatsop.or.us

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

Board of Commissioners Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

January 27, 2021

Topic: Committee and Liaison Appointments
Presented By: Don Bohn, County Manager

Informational Summary: Per Board Rules Section 3.7 - Board Memberships and Liaison Role of Board

The Board Chair shall assign membership to regional boards and local boards and commissions.

This work session is an opportunity for the Board to discuss the appointment process, interests and preferences. The results of a Board preference survey are attached for information purposes.

Attachment List

- A. Committee and Liaison List
- B. Survey Results

Clatsop County Board or Committee	Duties	Meeting Schedule	2019 Assignment	Role	Staff Liaison/Agency Contact	Statutory	Outside Org	Advisory	Req. by Charter or Agr.	Formation Document
Economic Development										
Arts Council of Clatsop County	The mission of the Arts Council of Clatsop County is to support, promote, and advocate for the arts in Clatsop County.	3rd Thursday - monthly 11am	Sarah Nebeker	Liaison	Theresa Dursse, Exec. Asst., tdursse@co.clatsop.or.us 503-338-3621			X		R & O 2014010017
Clatsop Economic Development Resources (CEDR)	Clatsop Economic Development Resources (CEDR) and the Small Business Development Center at Clatsop Community College are focused on attracting new businesses to Clatsop County, as well as growing and retaining existing businesses in the area. CEDR and the SBDC provide support services throughout the business lifecycle, from start-up of a new business to expansion of an existing one.	4th Tuesday 3:30 p.m.	Mark Kujala	Liaison	Kevin Leahy, Exec. Director KLeahy@clatsopcc.edu 503-338-2342		X			
Clatsop Forestry & Wood Products Economic Development Committee (CFEDC)	The BOC authorized the formation of the committee to work with and be organized under the Clatsop County 4-H and Extension Service Special District August 22, 2007.	Monthly	Pamela Wev	Liaison	Kevin Leahy, Exec. Director KLeahy@clatsopcc.edu 503-338-2342		X			R & O 2007080054
Columbia-Pacific Economic Development District (Col-Pac)	The Columbia-Pacific Economic Development District (Col-Pac) is a private non-profit organization established to assist in diversifying and strengthening the economy and livability of Northwest Oregon. The District covers all of Clatsop, Columbia, and Tillamook counties and the western part of Washington County.	2nd Thursday bi-monthly 10am	Lianne Thompson	Vice-Chair	Ayreann Colombo, Exec. Director acolombo@nworegon.org 503-961-5915		X		X	Agreement
Northwest Area Commission on Transportation (ACT)	The Area Commission on Transportation is a standing committee of the Northwest Oregon Regional Partnership that provides local jurisdictions and other stakeholders more opportunity to participate in the early stages of ODOT's transportation project selection and development.	2nd Thursday bi-monthly 1pm	Lianne Thompson	Vice-Chair	Ayreann Colombo, Exec. Director acolombo@nworegon.org 503-961-5915		X			
Northwest Oregon Economic Alliance (NOEA)	The Northwest Oregon Economic Alliance meets once a month rotating among the region (Clatsop, Columbia and Tillamook Counties).	2nd Thursday bi-monthly 10am	Lianne Thompson	Chair	Ayreann Colombo, Exec. Director acolombo@nworegon.org 503-961-5915		X		X	Agreement
The Oregon Consortium/Oregon Workforce Alliance (TOC/OWA)	The Oregon Consortium administers programs under the Job Training Partnership Act (JTPA). The purpose of the Act is to establish programs to prepare youth and adults facing serious barriers to employment for participation in the labor force by providing job training and other services that will result in increased employment and earnings, increased educational and occupational skills, and decreased welfare dependency, thereby improving the quality of the work force and enhancing the productivity and competitiveness of the Nation. They meet for two days every quarter in meeting places throughout the 24 county service delivery area.		Pamela Wev	Member			X			
Education										
4H & Extension Advisory Service Council	The purpose of this Council is to cooperate with Oregon State University Extension Service and the County Extension staff in planning, promoting, developing, implementing, and evaluating Extension programs to meet the needs and interests of county residents.	Quarterly	Pamela Wev	Member	Patrick Corcoran, Outreach Specialist Coastal Natural Hazards 503-325-8573		X		X pursuant to bylaws	

Clatsop County Board or Committee	Duties	Meeting Schedule	2019 Assignment	Role	Staff Liaison/Agency Contact	Statutory	Outside Org	Advisory	Req. by Charter or Agr.	Formation Document
Finance/Revenue										
AOC Council of Forest Trust Land Counties (CFTLC)	The Council is a subcommittee of the Association of Oregon Counties that represents the interests of the 15 counties that transferred tax-foreclosed forestlands to the state, in exchange for a share of the revenues from the harvesting of those lands. The Council has an annual meeting every November in conjunction with the AOC annual meeting.	November and as needed	Kathleen Sullivan	Member			X			
Board of Property Tax Appeals (BOPTA)	The Board of Property Tax Appeals hears petitions for reduction of the real market or assessed values of property as of July 1 and considers applications to excuse liability for the penalty imposed under ORS 308.295. The Board also reviews the Assessor's Certified Ratio Study for the current year and makes recommendations to the Assessor regarding that study. The Board makes recommendations to the Assessor regarding changes in current year property value resulting from the effect of events or activities occurring outside property. The Board also hears appeals of the prior year's value based on declines that occurred after July 1 and on or before June 30 of the previous tax year.	February-April	Kathleen Sullivan	Member	Tracie Krevanko, County Clerk tkrevanko@co.clatsop.or.us 503-338-3758	X				ORS 309.020
Forest Trust Land Advisory Committee	The Forest Trust Land Advisory Committee is an advisory group of elected County Commissioners mandated by statute that advise the Board of Forestry and State Forester on matters related to state forestland managed by ODF. The council represents the 15 counties with state forest lands on policy matters related to the management of the forestlands and distributions of revenues produced from those lands.	As needed	Kathleen Sullivan	Member						
Land Use/Environmental										
Columbia River Estuary Study Task Force (CREST)	The Columbia River Estuary Study Taskforce is a bi-state regional council of governments composed of counties, cities and port districts on the Columbia River Estuary. CREST was established in 1974 to help member governments develop plans for managing the estuary that would meet state coastal zone management requirements.	4th Thursday Jan, Apr, July & Oct. 12pm	Sarah Nebeker	Member	Denise Lofman, Director dlofman@columbiaestuary.org 503-468-1127		X			
Lower Columbia Solutions Group	The Lower Columbia Solutions Group (LCSG) was convened by the National Policy Consensus Center (NPCC), on behalf of the governors of Oregon and Washington, in 2002. The LCSG membership includes key federal, state, local, non-profit, and private sector stakeholders, and has met periodically to work collaboratively on beneficial use projects related to maintenance dredging and sediment management in the lower stem of the Columbia River.		Pamela Wev	Member	http://lowercolumbiasolutions.org/about/contact-us/		X			Formed in 2002
Natural Hazards Mitigation Plan (NHMP) Steering Committee	The Natural Hazards Mitigation Steering Committee serves as the coordinating body for the life of the county's Multi-Jurisdictional Natural Hazards Mitigation Plan (MJNHMP). The MJNHMP is a seminal countywide emergency planning document, which identifies the natural hazards that impact the county, assesses vulnerability to each and develops mitigation strategies to reduce those impacts. The NHMP Steering Committee meets bi-annually (May/November) and more frequently during plan updates, which are required every five years.	Bi-annually/May & November	Lianne Thompson	Member	Tiffany Brown, EM Director tbrown@co.clatsop.or.us (503)338-3774					

Clatsop County Board or Committee	Duties	Meeting Schedule	2019 Assignment	Role	Staff Liaison/Agency Contact	Statutory	Outside Org	Advisory	Req. by Charter or Agr.	Formation Document
Oregon Coastal Zone Management Association (OCZMA)	Any county, city, port or SWCD within Oregon's Coastal Zone may become a member of the association by adopting a resolution joining the association. Each member entity shall designate a representative and alternate to the association. In the absence of the representative, the alternate shall have all of the representatives's responsibilities and authority. Representatives to the association must be an elected official of the jurisdiction. Alternates selected by the jurisdiction may be elected or non-elected representatives.	bi-annually	Mark Kujala-Delegate; Pamela Wev-Alternate	Member	Georgia York, georgia@oczma.org, 541-265-8918		X			
Soil & Water Conservation District	The Soil and Water Conservation District is a separate local government with the responsibility of dealing with soil and water conservation issues. The District meets the first Wednesday of each month at 10:00 a.m.	2nd Wednesday 10am	Pamela Wev	Liaison	Misty Metcalf, District Manager, office@clatsopswcd.org, 503-325-4571		X			
Public Safety										
Public Safety Coordinating Council (PSCC)	The Public Safety Coordinating Council is responsible for developing and recommending to the Board of Commissioners a comprehensive local corrections program (both adult and juvenile) and to coordinate local criminal justice policy among affected entities.	1st Friday 2:30 p.m.	Sarah Nebeker	Member		X				ORS 423.560
Recreation										
Fair Board	The Fair Board was created by State Law (ORS 565.210). The Board has the exclusive management of the grounds and all other property owned, leased, used or controlled by the County and devoted to the use of the County Fair.	1st Tuesday 5:30pm	Mark Kujala	Liaison	John Lewis, Ops Mgr jlewis@co.clatsop.or.us 503-325-4600	X	X			ORS 565.210
Recreation Lands Advisory Committee	The Board of Clatsop County Commissioners created the Clatsop County Recreational Lands Advisory Committee to assist the County in the development of long-range plans for County parks and to direct the formulation and preparation of amendments to Clatsop County's Recreational Lands Element of the Comprehensive Plan. In addition, the Committee advises County staff regarding the County's update of its Parks Master Plan; and provides a public forum for citizen input regarding proposed changes that potentially impact parks, recreational lands, trails, boat ramps and related programs within the county.	last Thursday 1pm	Kathleen Sullivan	Liaison	Steve Meshke, Natural Resources Manager, spmeshke@co.clatsop.or.us 503-325-6452			X		
Regulatory										
Ambulance Service Area Advisory (ASAA) Committee	The Ambulance Service Area Advisory (ASAA) Committee is responsible for maintaining a high standard of quality emergency medical service in Clatsop County by updating/maintaining the ASA plan, overseeing the ambulance franchise agreement, and serving as an advisory body on matters regarding emergency medical services, pre-hospital care consumers, and the medical community.	Quarterly	Kathleen Sullivan	Liaison	Tiffany Brown, EM Director tbrown@co.clatsop.or.us (503)338-3774	X		X		ORS 682.041
Board of Health	Appoint a member of the Board of County Commissioners (aka Board of Health) to be a liaison to the Department of Public Health.	As Needed	Pamela Wev	Liaison	Michael McNickle, Public Health Dir., mmcnicke@co.clatsop.or.us 503-325-8500	X				ORS 431.415

Clatsop County Board or Committee	Duties	Meeting Schedule	2019 Assignment	Role	Staff Liaison/Agency Contact	Statutory	Outside Org	Advisory	Req. by Charter or Agr.	Formation Document
Social Services										
Community Action Team	Community Action Team Inc. (C.A.T.) is a locally controlled, private, not-for-profit corporation, serving Columbia, Clatsop and Tillamook Counties. Community Action Team' main focus is to mobilize resources and address the needs of the economically disadvantaged. C.A.T. currently serves over 16,000 persons annually. The goal of Community Action Team is to reduce the extent and negative effects of poverty by increasing family self-reliance.	4th Monday 2pm	Lianne Thompson	Member	Dan Brown, Exec. Director dbrown@cat-team.org 503-366-6563		X		X	Agreement
Human Services Advisory Committee (HSAC)	The Human Services Advisory Committee has several general duties and responsibilities. They are: (1) To identify needs and establish priorities 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 Board of Commissioners regarding service directions, decision, and proposals; and (5) To provide a link to the community at-large through advocacy, public information, and education activities sponsored by the County.	Third Tuesday 4pm	Sarah Nebeker	Liaison		X				ORS 430.342; ORS 430.630(8)
Northwest Oregon Housing Authority (NOHA)	The Northwest Housing Authority (NOHA) was created by Clatsop, Tillamook and Columbia Counties. It owns and manages housing for low and moderate income persons and administers various Federal programs, which assist low and moderate income persons to obtain safe, sanitary and decent housing. NOHA has all of the powers and duties prescribed in State housing authority laws. The Committee meets the first Thursday of each month at 10:00 a.m., rotating among the three counties.	1st Thursday 10am	Pamela Wev	Member			X		X	Agreement
Northwest Senior and Disability Services (NWSDS)	North Coast Senior Services was created to provide a forum for intergovernmental cooperation. It provides through contracts some city planning services, but its chief program has become operation of services to elderly persons in the two counties including congregate and home meals, housekeeping assistance and transportation.	3rd Thursday 1:30pm	Kathleen Sullivan	Member	Jennifer Markey, Executive Asst. Jennifer.markey@nwsds.org 503-304-3456		X		X	Agreement
Professional Associations										
Association of Oregon Counties - Various Committee Opportunities	The Association of Oregon Counties (AOC) is a statewide organization representing Oregon's 36 counties. Established in 1906 to provide a forum for information sharing, AOC now provides a variety of functions and services aimed at supporting Oregon counties and the work they do.			Member						
National Association of Counties (NACO)	The National Association of Counties is a lobbying forum for counties before Congress and the Administration. There is a legislative conference in Washington, D.C. each March. There is also an annual conference each year held in a different location each year.	Annually	All BOCC	Member	www.naco.org		X			

Clatsop County Board or Committee	Courtney Bangs	John Toyooka	Mark Kujala	Lianne Thompson	Pamela Wev
Topical Areas					
Economic Development	3	1	1	1	6
Education	2	3	7	5	4
Finance/Revenue	1	2	2	2	8
Land Use/Environmental	5	5	3	6	1
Public Safety	7	6	5	4	7
Recreation	6	7	8	8	2
Regulatory	8	8	4	3	3
Social Services	4	4	6	7	5
Economic Development					
Arts Council of Clatsop County					
Clatsop Economic Development Resources (CEDR)		1	4		
Clatsop Forestry & Wood Products Economic Development Committee (CFEDC)	3		5	9	
Columbia-Pacific Economic Development District (Col-Pac)		2	6	1	
Northwest Area Commission on Transportation (ACT)				2	
Northwest Oregon Economic Alliance (NOEA)				5	
The Oregon Consortium/Oregon Workforce Alliance (TOC/OWA)	7				
Education					
4H & Extension Advisory Service Council	6				
Finance/Revenue					
AOC Council of Forest Trust Land Counties (CFTLC)	1	4	9	3	

Board of Property Tax Appeals (BOPTA)		8			
Forest Trust Land Advisory Committee	2	5		4	
Land Use/Environmental					
Columbia River Estuary Study Task Force (CREST)		7	1		
Lower Columbia Solutions Group			2		
Natural Hazards Mitigation Plan (NHMP) Steering Committee			10	7	
Oregon Coastal Zone Management Association (OCZMA)			3		
Soil & Water Conservation District	5		8		
Public Safety					
Public Safety Coordinating Council (PSCC)		9		8	
Recreation					
Fair Board	4		7		
Recreation Lands Advisory Committee	10	3			
Regulatory					
Ambulance Service Area Advisory (ASAA) Committee					
Board of Health		6			
Social Services					
Community Action Team	8			6	
Human Services Advisory Committee (HSAC)		10		10	
Northwest Oregon Housing Authority (NOHA)					
Northwest Senior and Disability Services (NWSDS)	9				
Professional Associations					
Association of Oregon Counties - Various Committee Opportunities					

National Association of Counties (NACO)					
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Board of Commissioners Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

January 27, 2021

Topic: Habitat Conservation Plan
Presented By: Don Bohn, County Manager

Informational Summary: Habitat Conservation Plan discussion regarding the sharing of data/information from Oregon Department of Forestry to partner agencies/stakeholders.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

January 27, 2021

Issue/ Agenda Title:	Adoption of FY 2021-2022 Budget Policies
Category:	Consent Calendar
Prepared By:	Jennifer Carlson, Budget & Finance Manager
Presented By:	Monica Steele, Assistant County Manager

Issues Before the Commission:	Adoption of FY 2021-2022 Budget Policies
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Informational Summary:	<p>The budget process and resulting budget document reflect the County's priorities for the coming fiscal year as established by the Board of Commissioners. When staff work on developing the proposed budget document, the Board's annually adopted budget policies are what provide the foundation and guidance for a fiscally sound document.</p>
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Prudent budget policies used in conjunction with a strong long-term financial plan not only help to ensure the long-term viability of services but help when seeking outside funding sources such as loans and bonds.

It is necessary on an annual basis for the Board of County Commissioners to review and adopt the annual Budget Policies/ Resource Management Strategy and Budget Calendar. The proposed draft policies for the coming fiscal year 2021-2022 have had some minor changes for grammatical or clarity reasons only.

Fiscal Impact:	The annual adoption of the Board's Budget Policies/Resource Management Strategy provide the foundation for staff as well as the Budget Committee to develop a fiscally responsible budget that helps to provide long-term viability of county programs and services.
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Options to Consider:

1. Adopt the FY 2021-2022 Budget Policies/Resource Management Strategy as presented.

2. Adopt the FY 2021-2022 Budget Policies/ Resource Management Strategy with Board revisions.

Staff Recommendation: Option #1

Recommended Motion:

“I move that the Board adopts the FY 2021-2022 Budget Policies/ Resource Management Strategy as presented by staff.”

Attachment List

- A. FY 2021-2022 Proposed Budget Policies/Resource Management Strategy

Budget Policies & Resource Management Strategy



**Clatsop County Board of
Commissioners**

FY 2021-2022

Clatsop County Budget Manual

Table of Contents

1. Budget Preparation Message.....	Page 3
2. Budget Calendar.....	Page 4
3. County Board’s Budget Policies.....	Page 5
4. Clatsop County Resource Management Strategy.....	Page 13

BUDGET PREPARATION MESSAGE:

This is the 177th year of the incorporation of Clatsop County government and with an ever-changing economic environment; fiscal responsibility remains a priority for the 2021-22 budget process. Clatsop County has endured during difficult economic times as a result of the stewardship provided by the Board of Commissioners through the Board Budget Policies that promote sound financial management, stability, and efficiency. The fiscal year 2021-22 Board of Commissioner Budget Policies & Resource Management Strategy has some minor changes from the prior fiscal year.

The FY 2021-22 Board of County Commissioner Budget Policies & Resource Management Strategy allow the use of up to the lowest year of actual timber receipts over the last fifteen years, which for the 2021-22 FY will be the same amount in the General Fund as in 2020-21. While this policy helps sustain our current level of General Fund supported activities, continued resource limitations require conservative budgeting. The County continues to use the General Fund Stabilization Account to provide a long-term resource for General Fund operations in the event timber revenues received are insufficient in the future. For this reason and due to planned projects, the County will continue to limit expenditures within the Special Projects Fund.

The Board of Commissioners' Budget Policies and Resource Management Strategy provides budget preparation guidelines to County staff. The Adopted Budget Policies and Resource Management Strategy are included as a part of the Budget Manual and provided to Department Heads to help guide them in the budget preparation process in accordance with the Board's direction. The adopted Budget Policies, along with the Board goals that are identified through the

strategic planning process, help staff prepare a fiscally responsible budget that is carried out at the Board's discretion.

The FY 2021-22 Budget Policies require a General Fund budget with no new positions and conservative efforts to achieve cost savings. General Fund Departments will be provided with a base budget amount that is to be used when preparing their FY 2021-22 department budgets. The expectation of Budget & Finance is that non-general fund departments will prepare line item requested budgets in accordance with the Board Adopted Budget Policies. The Budget Officer's Proposed Budget will identify the service and expenditure reductions, if necessary, to balance the budget following the Board's Budget Policies and Resource Management Strategy.

The current COVID environment continues to bring uncertainty around both revenues and expenditures for the county. In addition to the financial challenges that the State had already been facing, the ongoing impacts of the pandemic will result in further cuts in State funding provided at the county level. While it is important to recognize that Clatsop County continues to fare better than most public bodies in Oregon, it is also important to recognize that this is directly attributable to our budget policies and practices. The Resource Management Strategy has prepared the county for difficult economic times and requires us to be fiscally accountable. This is a reflection of the collaborative efforts of the Board of Commissioners and the employees.

If you have any questions about the budget process, please feel free to contact me or my staff at any time.

Sincerely,

Monica Steele
Assistant County Manager

Budget Calendar

Jan.	8	Salary & Benefit Cost Sheets Distributed to Departments. Indirect Cost charges provided to departments.
	27	County Board Reviews & Adopts Budget Policies.
	28	2021-22 Budget Manual Available. Department Budget Trainings- Request due for cost sheet revisions.
Feb.	4	Budget Module Opens to Departments.
	18	Departments submit current budget year (2020-21) expenditure & revenue projections to the Budget & Finance office.
March	4	Submission deadline for all departments to submit line item budget proposals (Budget Summary) and supporting schedules: Personnel/ Program Changes, Education/ Travel/ Membership, Contractual Services, & Capital Outlay/ Future Capital Outlay (for non-GF depts.); Information is to be submitted in hard copy form. Please organize forms by organizational unit. Lay Budget Committee members provided budget calendar and Budget Policies.
	8-16	B&F review meetings with departments and County Manager.
	17-18	Additional budget review meetings if necessary.
	19	Deadline for submission of approved budget revisions; Final decisions by County Manager.
April	16	Proposed budget document to printers.
	28	Budget Distribution/ First Budget Lay- Committee Meeting / County-wide Budget - Budget message Presented 4pm - 6 pm.
May		Second Budget Lay- Committee Meeting/ County-wide Budget (9am- 5pm).
	5	
	12	District Budget Committee Meeting (Wednesday 4 pm- 6 pm). Third Lay Budget Committee Meeting/ County-wide Budget (1pm- 4pm) - If necessary.
	13	Fourth Lay Budget Committee Meeting/ County-wide Budget- if necessary. Deadline for Budget Committee Recommendation to BOCC.
June	16	Public Hearing on Approved Budget and 2021-22 Adoption by Board of Commissioners.

CLATSOP COUNTY IMPLEMENTING DIRECTIONS & ADOPTED 2021-2022 BOCC BUDGET POLICIES

I. Clatsop County Budget Process:

The budget process and resulting budget document reflect the County's priorities for the coming fiscal year as established by the Board of County Commissioners. The budget document, in its entirety, serves the citizenry as a Policy Document, Operations Guide, Financial Plan, and Communication Device.

The County will adopt a balanced budget for all funds. A balanced budget is defined as a budget where planned expenditures do not exceed the amount of resources available in accordance with state law.

II. Budgets Supported by the General Fund:

- A. General Fund Emphasis: The highest priority shall be to conserve General Fund discretionary resources to fund priority programs. The goal shall be to prepare a budget that maintains existing higher priority programs supported by the General Fund while at the same time seeking savings wherever possible.
- B. Cost Efficiency: Management will prepare fiscally conservative budgets and will seek savings wherever a balance between cost efficiency and the quality of public service can be achieved.
- C. Base Budget Calculation: General Fund Departments will be provided a base budget amount and are required to submit budget proposals that are not more than the base amount. The base allocation is calculated using departments adopted 2020-21 budgets and includes any known adjustments, either increases or decreases, in expenses for the coming budget cycle.
 - 1 Staffing Levels: The base budget includes a "status quo" position type and FTE (Full-Time Equivalent) count. Any requested changes for the coming year will need to fit within their base budget amount and be authorized by the Board.
 - 2 Materials & Services: The base budget does not include an increase for materials and supplies above the current 2020-21 budgeted levels. Departments should critically examine past spending patterns to see if possible increases or decreases are necessary.
 - 3 Personnel and Work Program Justification: Personnel or program expenditure changes that departments cannot fit within their base budget allocation must be submitted along with their budget submittal using the provided Personnel and Work Program Justification form. Each request

will be evaluated by the Budget and Finance Department and the County manager for inclusion in the 2021-22 budget submittals to the Board.

- D. Revenue Estimates: Departments should budget for revenues based on the best information available during the budget process. If additional information becomes available during the budget process, it should be provided to the Budget Officer on a timely basis. Accuracy in revenue/expenditure estimates is critical. New revenues should be estimated based on available information the first year. Subsequent annual estimates should also take into consideration actual receipts from the previous year. One-time resources should only be used for one-time expenditures/uses, and recurring resources should be used for recurring expenditures/uses.
- E. Pursuit of New Departmental Revenues: Departments shall pursue revenue sources to the fullest extent possible for all services using activity-based costing to determine all cost drivers, both direct and indirect, for fee setting purposes. Any new revenue sources should be used to offset the cost of existing staff and programs, rather than funding new staff or programs. Fee schedules will be reviewed annually to ensure costs are recovered.
- F. Expenditure Reductions: In the event that reductions in revenues require expenditure reductions from the base budget level the Budget Officer will be guided by the Board's adopted Resource Management Strategy.
- G. New Discretionary Programs: New discretionary programs should be included in the department's budget submittal using the Personnel and Work Program Justification form (see C3 above). The impact of new or expanded programs on overhead services (information system services, financial services, building/grounds maintenance, human resource services, budget services, etc.) shall be evaluated to determine if overhead services need to be increased due to the addition of new programs. The costs of increases in overhead services attributed to additional programs shall be included in the analysis of the total cost of new programs. Should outside funding for a program expire, the program may be terminated by the Board of Commissioners.
- H. Full Cost Recovery: County staff shall make every effort to assign costs in the department where they occur through the use of interdepartmental/interfund charges and indirect cost percentage assignments. The intent is to clearly define the actual cost of each direct service the County provides internally or externally. The first priority is the recovery of overhead costs from all funds and grant programs and from County Service Districts, through the use of the County's Indirect Cost Allocation Plan.

- I. Unexpected Budget Savings During the Year: Should a General Fund supported department experience savings during the year (due to position vacancies, changes in program needs, etc.) to the extent possible that savings should not be spent and instead used to augment fund balance.

III. Non-General Fund Budgets:

- A. General Fund Contributions: For activities or programs funded primarily from non-General Fund sources, Departments are to prepare budgets holding any General Fund contribution to no more than the amount provided in the current (2020-21) fiscal year, subject to the availability of funds. Whenever possible, reductions in General Fund contributions should be identified.
- B. Revenue Reductions: Non-General Fund departments experiencing reductions in State-shared or federal revenues or other earned revenues should not include a General Fund contribution offsetting the reduction (for further information, see the Resource Reduction Strategy).
- C. Revenue Estimates: Departments should budget for revenues based on the best information available during the budget process. If additional information becomes available during the budget process, it should be provided to the Budget Officer on a timely basis. Accuracy in revenue/expenditure estimates is critical. New revenues should be estimated based on available information the first year. Subsequent annual estimates should also take into consideration actual receipts from the previous year. One-time resources should only be used for one-time expenditures/uses, and recurring resources should be used for recurring expenditures/uses.
- D. Overhead Cost Allocation Charges: All non-General Fund departments should budget the amount allocated to that department in the County's Indirect Cost Allocation Plan.
- E. Cost Efficiency: As with the General Fund, staff responsible for non-General Fund budgets will prepare fiscally conservative budgets and will seek savings wherever a balance between cost efficiency and the quality of public service can be achieved.
- F. General Fund Transfer Savings: Budget and Finance will monitor and work with departments on the necessity of making all or some of the budgeted General Fund transfers to non-General Fund departments.

IV. Reserves and Contingencies:

- A. Funding of Contingencies: At least 10% of the General Fund's appropriation, but not less than \$2million, shall be placed into the operating contingency with the expectation that most will not be spent

and will become part of the 2021-22 beginning fund balance. The General Fund operating contingency for 2021-22 shall be increased if carryover resources are available in accordance with recommendations provided in the County's long-term financial plan. In addition, all non-general fund departments should have a minimum contingency target of at least 10% of total expenditures.

- B. Use of Contingency: In all funds, no expenditure can be made using budgeted contingency prior to approval from the Board of County Commissioners. With the approval, the expenditure authority budgeted as contingency will be reduced and the appropriate expense account(s) will be increased by the same amount. Prior to requesting Board approval any request made by a department for use of contingency must first be approved by the County Manager or designee, and must address the following considerations:
1. Need: reason the expenditure is necessary in the current fiscal year.
 2. Planning: reason this expenditure could not have been anticipated during the budget process.
 3. Alternatives: besides contingency, how can the organization realistically fund this request and what are the impacts.
- C. Unassigned Fund Balance: Maintain a minimum target of 20%, or equal to three (3) months of operations in the unassigned fund balance within the General Fund. This target fund balance shall be funded through excess revenues over expenditures, or one-time revenues.
1. The county will avoid the appropriation of fund balance for recurring operating expenditures. If at any time the utilization of fund balance to pay for operating expenditures is necessary to maintain the quality or level of current services, an explanation of the circumstances of the utilization of fund balance and the strategy to avoid the future use of fund balance will be included in the transmittal letter.
 2. The use of unassigned fund balance may be used at the discretion of the Board of Commissioners to:
 - a. Provide temporary resources in the event of an economic downturn while expenditure reductions are implemented.
 - b. Provide resources to meet emergency expenditures in the instance of earthquake, fire, flood, landslides, or other natural disasters.
- D. Special Projects Fund: Retain no more than the lowest year of actual timber receipts over the last fifteen (15) years in the General Fund, not to

exceed the amount required to support the current level of General Fund services. Additional timber monies shall be transferred to the Special Projects Fund, only in an amount necessary to meet the anticipated capital requirements for the 2021-22 FY, where the monies will be used to fund General Fund capital projects and other one-time expenditures. Ongoing operating expenditures will not be funded using the Special Projects Fund.

- E. General Fund Resource Stabilization Account: Maintain a Fund to set aside timber revenue resources that are in excess of the fifteen (15) year low and once Special Projects needs have been identified, to provide a long-term resource for General Fund operations in the event timber revenues received are insufficient in the future. The General Fund Stabilization Account will be used to meet General Fund financial commitments in any year when the County's timber revenue projection is less than the total amount of current year commitments including the amount provided to the General Fund for operations as set forth in Section IV D., above and any debt payment obligations. In order to be fiscally responsible as well as fiscally responsive to potential decreases in timber sales, the County's target for the General Fund Stabilization account with carryover fund balance resources is \$2 million. Should resources in the General Fund be insufficient to meet budgeted needs and use of funds within the Stabilization Account cause the account to drop below the \$2 million-dollar threshold expenditure reductions will be evaluated based on the Resource Management Strategy and the priority service levels identified by the Board of Commissioners.

V. Matching Funds:

- A. County Share: If State funding is reduced, there should be no increased County share for programs funded primarily from non-General Fund sources, unless otherwise approved by the Board of Commissioners. The exceptions would be for high priority programs identified in the Resource Management Strategy or any mandated increases in the County share. Staff shall consider the effect of reducing the existing General Fund match to the lowest allowed by State/Federal mandates.
- B. In-kind Contribution: In-kind resources already allocated by the county will be used first as matching funds for grant purposes. Hard dollar match resources will be used last.

VI. Lobbying and Grant Applications:

- A. Approval to Pursue: County Manager's Office approval is necessary before appointed County representatives and employees may pursue, in accordance with the County Legislative Guide, lobbying efforts on matters having budget implications, and before grant applications are submitted

to the granting agency. Elected department heads should advise the Manager's Office before official positions are taken on matters that might have budget implications.

- B. General Fund Matching Funds: General Fund match or share of the cost of a grant project may not be included in grant applications without the prior review and approval of the County Manager or designee.

VII. New Positions and Programs:

- A. Considerations of New Positions and Programs: Consider new positions and programs only if the cost of the position or program is offset by non-General Fund sources legally tied to the new position, or if the cost of the position is offset by new external revenues, and the position is required to generate those revenues, or is pursuant to item II.G., above. Cost estimates for new positions will include office facility space, equipment, rent, utilities, supplies, related increases in overhead services (as identified in II.H. above), etc.

VIII. Mid-Year Budget Reductions:

- A. Revised Revenue or Expense Estimates: If additional information concerning revenue reductions or significant expense increases becomes available after the start of the 2021-22 fiscal year, it may be necessary to make budget adjustments. These adjustments will be made in accordance with the Board's adopted Resource Management Strategy.

IX. Mid-Year Requests, General Fund Contingency:

- A. Non-Emergency Requests: In those cases where a department is required to absorb an unanticipated cost beyond its control of a non-emergency nature, departmental resources must first be exhausted prior to a transfer from General Fund contingencies. Upon conducting a final financial review of departmental budgets towards the end of the year, a transfer from contingency may be made to cover unanticipated costs that could not be absorbed through the year.
- B. Emergency Requests: Emergency requests during the fiscal year will be submitted to the Budget and Finance Department for recommendation and forwarded to the County Manager and Board of Commissioners for consideration.

X. Employee Salary Adjustments:

- A. Cost of Living Adjustment: Budgeted personnel services expenditures will include an amount to account for a cost of living adjustment for all employees. The amount budgeted for this purpose will take into account the most recent consumer price index information available at the time the budget is prepared, existing collective bargaining agreements, and other relevant information.
- B. Step Adjustments: Budgeted personnel services expenditures will include an amount to account for annual step adjustments for all employees who are not

currently at the top of their range. Annual employee adjustments will be in accordance with union contracts as well as applicable salary schedules.

XI. Budget Controls:

- A. Legal Compliance: The County Budget Officer or designee will continue to review and control departmental budgets to ensure legal compliance with all applicable rules and regulations.

XII. Contribution(s) to Outside Agencies:

- A. The Board, to the extent resources are available, may allocate up to \$30,000 in General Fund resources for contributions to outside agencies or organizations.

XIII. Discretionary Resources:

- A. Maximize Board's Discretion: Wherever legally possible, revenues are to be treated as discretionary resources, rather than as dedicated to a particular program or service. The goal is to give the Board as much flexibility as possible in allocating resources to local priorities.

XIV. Dedicated Resources

- A. Room Tax Revenues: 7% of the 9.5% room tax monies are not legally dedicated to fund particular programs or services and would fall under discretionary resources. The additional 2.5% is to be distributed as directed by HB 2267 which allows 70% of the new revenue to be used to fund tourism promotion or tourism-related facilities. The remaining 30% of the increase can be used in a discretionary manner and under the Board's direction is intended to be used to fund storm water drainage and improvements to public roads primarily in Arch Cape, or any legal costs associated with legal action taken by citizens of unincorporated Clatsop County against the county on land use issues.

Per Ordinance No. 2018-07 a county-wide tax of one percent is being imposed on transient lodging (room tax). Of this one percent tax increase, a portion of the 70% is to be used to fund tourism promotion or tourism-related facilities and shall be distributed to the Cities within which the tax was collected from. The remaining 30% collected for General Fund purposes shall be used for jail operational costs.

- B. Video Lottery Revenues: Video Lottery monies must be used to further economic development, as defined by the Board. The Board recognizes that a wide variety of County programs and services further economic development, by helping to create a climate that makes economic development possible. The first priority for use of video lottery monies will be those existing or new high priority County programs, services, or projects that the Board finds are supporting economic development in the County.
- C. Parks Land and Acquisition Maintenance Fund: Spending priorities for the Parks Land and Acquisition Maintenance Fund are as follows:

1. Matching funds for grants for new or existing Parks facilities that generate revenue;
2. Urgently needed maintenance of existing parks facilities; and
3. Recognition that a portion of the fund be used to support parks operating expenses.

When the Parks operation begins to generate revenue beyond the amount needed to cover actual operational costs without General Fund support, the excess amount will be returned to the Parks Land and Acquisition Fund to support parks acquisition and/or major improvements.

D. Industrial Revolving Fund: These monies are to be spent pursuant to ORS 275.318(3) which includes:

1. Engineering, improvement, rehabilitation, construction, operation or maintenance, including pre-project planning costs, of any Industrial Facility as defined in ORS 271.510 and specifically including off-site transportation or utility infrastructure that is necessary or appropriate to serve a development project.

E. Use of Dedicated Funding Sources: Whenever legally possible, the funding responsibility for dedicated programs or activities to appropriate dedicated funding sources should be used. Thus, freeing up scarce discretionary resources to fund Board priorities.

XV. Unappropriated Ending Fund Balances:

- A. Limit Unappropriated Ending Fund Balances: To provide the most budget flexibility during the year, limit the use of unappropriated ending fund balances to circumstances where they are required by law. Rather than use unappropriated fund balances, the goal should be to place any monies not needed for current expenditures in the relevant funds' operating contingencies.

XVI. Performance Based Budgeting:

- A. Performance Measures: In accordance with the county's long-term financial plan, key performance indicators should be included as part of the budget materials for all organizational unit budgets where key performance indicators can be identified. Key performance indicators should focus on outcomes rather than outputs. The county will provide the necessary support and training for performance measurement efforts.

CLATSOP COUNTY RESOURCE MANAGEMENT STRATEGY

STRATEGIC PLAN

Guiding Policies & Principles

1. Recognizing its financial limits, the County will make a distinction between two different types of services: those that are funded primarily from County discretionary resources; and those that are funded primarily from dedicated resources:
 - * County discretionary resources fund traditional county services that have historically been funded by discretionary resources, and are not services that generate significant revenues from fees or other sources. The County will fund these programs primarily from discretionary resources.
 - * Dedicated resources (e.g., fees, grants, state-shared revenues) are traditional county services that have historically been funded primarily with dedicated resources, or if they are traditional county services and may generate significant revenues from fees or other sources. Frequently, these services will be state or federal programs that the County administers locally, such as Parole & Probation. The County will fund these programs primarily from dedicated resources. Exceptions may be made, on a case-by-case basis, only by the Board of County Commissioners. One criterion will be whether the County would incur more significant discretionary costs in another part of the system by failure to provide discretionary support to a county-wide service funded by dedicated resources.
2. The County's priority services funded by discretionary resources are listed below with first preference to statutorily mandated services:

<u>Priority</u>	<u>Functional Area</u>
1	Public Safety and Justice
2	Public Health
3	General Government Direct Services
4	Community Development, Land Use, Transportation, Housing, Economic Development, and Capital
5	Culture and Recreation

As additional discretionary resources become available, the County will consider the priority of functional areas as part of the decision-making process in determining which programs will receive additional and/or new funding.

The County's overhead programs will not be prioritized, but will be sized to the need and size of the overall organization.

3. Generally, wherever possible, the County's goal is to make fee-supported programs self-sufficient. This includes recovering those programs' appropriate share of the County's overhead costs.
4. Where legally possible, the County will consider using dedicated resources to fund high priority programs related to the purpose for which the dedicated funds are received.

RESOURCE MANAGEMENT STRATEGY

General Policies and Principles

1. When faced with a potential reduction in resources, the County's goal is to continue to provide high priority services in a professional, effective and efficient manner. Consequently, to the extent possible, across-the-board reductions in expenditures will be avoided. Reductions will be made on a case-by-case basis, focusing on each individual program or service.
2. Expenditure reductions will attempt to preserve the higher priority functional areas as much as possible; however, all functional areas may have to share in the overall need for reductions. Wherever possible, it will also be the County's goal to reduce the quantity of a service being provided, rather than the quality of service (e.g., limit the number of recipients of a service, rather than the quality of service provided to the remaining recipients).
3. For purposes of the 2021-22 fiscal year budget, the County will not consider seeking voter approval for a new or increased broad-based discretionary revenue source (such as a new property tax base, sales tax or real estate tax) to offset any reduction in revenues.
4. Recognizing that it is not prudent to fund current operations at the expense of long-term capital or planning programs, every effort will be made to continue capital and planning programs geared to the County's long-term needs.

Resource Management Priorities

If, as a result of loss of a significant amount of discretionary resources, expenditure reductions become necessary, those reductions will be made roughly in the following order:

- 1) First, County contributions to outside organizations will be reduced or eliminated. If this proves insufficient, then
- 2) Moderate reductions in discretionary support will be made on a case-by-case basis. These reductions will focus first on programs funded by dedicated resources and then low priority services funded by discretionary resources. Reductions made at this point will generally not have a significant impact on service levels. If this proves insufficient, then
- 3) Any discretionary funding for County-wide services that are funded by dedicated resources will be reduced or eliminated. This may apply to programs or activities expanded or started with discretionary resources within the last few years. Exceptions may be made on a case-by-case basis, by the Board of County Commissioners. One criterion will be whether the County would incur more significant costs in another part of the system by failure to provide discretionary support to a County-wide service funded by dedicated resources. If necessary, where legally possible the County will consider turning these programs over to the state. If this proves insufficient, then
- 4) Discretionary funding for programs funded by discretionary resources will be reduced or eliminated. To the extent possible, funding reductions will attempt to preserve the higher priority functional areas as much as possible; however, all functional areas may have to share in the overall need for reductions. If necessary, the County will consider turning programs over to the state where legally possible. County service area priorities with first preference to statutorily mandated services are:

<u>Priority</u>	<u>Functional Area</u>
1	Public Safety and Justice
2	Public Health
3	General Government Direct Services
4	Community Development, Land Use, Transportation, Housing, Economic Development, and Capital
5	Culture and Recreation

General Government overhead will be sized to the needs and size of the rest of the organization. If this proves insufficient, then

- 5) A reduced County workweek will be proposed to achieve salary savings.

If, due to a loss of state-shared revenue, significant expenditure reductions become necessary in programs that are primarily the state's responsibility, then the County will consider returning responsibility to the state for operating those programs.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

January 27, 2021

Issue/ Agenda Title: Order Appointing Budget Officer

Category: Consent Calendar

Prepared By: Jennifer Carlson, Budget & Finance Manager

Presented By: Monica Steele, Assistant County Manager

Issues Before the Commission: Appointment of Budget Officer

Informational Summary: ORS 294.331 requires the governing body of each municipal corporation to designate one person to serve as Budget Officer.

The Budget Officer is responsible for preparing or supervising the preparation of the proposed budget for presentation to the budget committee.

County Manager Bohn has recommended appointing Assistant County Manager, Monica Steele, who has served as the Budget Officer for a number of years prior, as the Budget Officer for the 2021-22 budget cycle.

The attached Resolution and Order appoints Assistant County Manager, Monica Steele as Budget Officer effective immediately.

Fiscal Impact: None

Options to Consider:

1. Appoint Assistant County Manager, Monica Steele as Budget Officer
2. Appoint someone else as Budget Officer

Staff Recommendation: Option #1

Recommended Motion:

"I move that the Board approves the Resolution & Order appointing Assistant County Manager Monica Steele, Budget Officer and authorize the Chair to sign"

Attachment List

A. Resolution & Order

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS
2 FOR CLATSOP COUNTY, OREGON, AND THE GOVERNING BODY OF THE
3 CLATSOP COUNTY 4-H AND EXTENSION SERVICE SPECIAL DISTRICT,
4 CLATSOP COUNTY RURAL LAW ENFORCEMENT DISTRICT,
5 CLATSOP COUNTY ROAD DISTRICT NUMBER 1, AND
6 THE WESTPORT SEWER SERVICE DISTRICT
7

8 IN THE MATTER OF DISGNATING THE BUDGET)
9 OFFICER FOR CLATSOP COUNTY, CLATSOP)
10 COUNTY 4-H AND EXTENSION SERVICE SPECIAL)
11 DISTRICT, CLATSOP COUNTY RURAL LAW) RESOLUTION AND ORDER
12 ENFORCEMENT DISTRICT, CLATSOP COUNTY)
13 ROAD DISTRICT NUMBER 1, AND THE WESTPORT)
14 SEWER SERVICE DISTRICT)

15
16 WHEREAS, ORS 294.331 requires the governing body of each municipal corporation to
17 designate one person to serve as budget officer; and
18

19 THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the Assistant County
20 Manager Monica Steele is designated as Budget Officer for Clatsop County, Clatsop County 4-H
21 and Extension Service Special District, Clatsop County Rural Law Enforcement District, Clatsop
22 County Road District Number 1, and the Westport Sewer Service District pursuant to ORS 294.331.
23

24 DATED this 27th day of January, 2021.
25
26

27 BOARD OF COUNTY COMMISSIONERS FOR CLATSOP
28 COUNTY, OREGON, AND THE GOVERNING BODY OF
29 THE CLATSOP COUNTY 4-H AND EXTENSION
30 SERVICE SPECIAL DISTRICT, CLATSOP COUNTY
31 RURAL LAW ENFORCEMENT DISTRICT, CLATSOP
32 COUNTY ROAD DISTRICT NUMBER 1, AND THE
33 WESTPORT SEWER SERVICE DISTRICT
34
35
36
37

Mark Kujala, Chairperson

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

January 27, 2021

Issue/ Agenda Title:	Intergovernmental Agreement C3-2021 between Columbia County and Clatsop County for Harm Reduction support services.
Category:	Consent Calendar
Prepared By:	Robyn Doré, Fiscal Coordinator, Public Health
Presented By:	Michael McNickle, Director, Public Health

Issues Before the Commission:	Request of Authorization for County Manager to approve Intergovernmental Agreement C3-2021 in the amount up to \$ 13,482.00 between Columbia County and Clatsop County for Harm Reduction support services.
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Informational Summary:	Through this relationship Clatsop County Dept of Public Health will provide reimbursable support to Columbia County Public Health with at least one event per month in Columbia County to reduce the harm of injection drug use. This agreement will be valid from the time of fully executed contract through June 30, 2022.
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Fiscal Impact:	Columbia County shall pay Clatsop County on a fee-for-service basis, an amount not to exceed \$ 13,482.00 in full, made in monthly payments based upon invoices submitted by Clatsop County Public Health.
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Options to Consider:

1. Approve the Intergovernmental Agreement C3-2021 between Columbia County and Clatsop County in the amount of \$ 13,482.00.
2. Do not approve the signage of IGA C3-2021.

Staff Recommendation: Option # 1

Recommended Action: *Approve Intergovernmental Agreement No. C3-2021 between Columbia County and Clatsop County, authorizing the County Manager to sign the agreement as set forth.*

Attachment List

- A. Copy of Intergovernmental Agreement C3-2021

**INTERGOVERNMENTAL AGREEMENT
By and Between
Columbia County and Clatsop County
For Injection Drug Use Harm Reduction Program Services**

This Agreement is made by and between Columbia County, a political subdivision of the State of Oregon, and Clatsop County, a political subdivision of the State of Oregon.

WHEREAS, Clatsop County and Columbia County are authorized under the provisions of ORS 190.003 to 190.030, and ORS 203.035, to enter into intergovernmental agreements for the performance of any and all functions that they have authority to perform; and

WHEREAS, Clatsop County operates programs that address the harms of injection drug use in Clatsop County, including needle exchanges and naloxone training; and

WHEREAS, Columbia County has received funding from the Oregon Health Authority (Grant Agreement No. 159805, as amended) to provide services to address the harms of injection drug use in Columbia County, and Columbia County wishes to contract with Clatsop County for needle exchange services, naloxone training, and other harm reduction services in Columbia County; and

NOW THEREFORE, Columbia County and Clatsop County hereby agree, as follows:

1. Program. Clatsop County will provide at least one event per month in Columbia County, at a location mutually agreed upon by the parties, that includes the following services to reduce the harm of injection drug use:
 - a. Safe disposal of used syringes in exchange for new syringes;
 - b. Overdose rescue kits including naloxone, a drug used to reverse opioid overdose;
 - c. Sharps containers for safe storage of used syringes;
 - d. Risk reduction counseling;
 - e. Safer sex supplies; and
 - f. Referrals to medical and mental health care, shelter services, and alcohol and drug treatment.
2. Payment. Columbia County shall pay Clatsop County on a fee-for-service basis, in accordance with Exhibit A, which is attached hereto and incorporated herein by this reference, an amount not to exceed \$13,482 in full, made in monthly payments based upon invoices submitted by Clatsop County.
3. Personnel. No employees will be transferred pursuant to this Agreement. Clatsop County is hereby engaged under this Agreement as an independent contractor.

4. Term. This Agreement shall be effective when signed by the parties and shall expire on June 30, 2022, unless sooner terminated as provided herein.
5. Termination. Either party may terminate this Agreement for convenience upon 30-days' advance written notice to the other party.
6. Indemnity/Hold Harmless. Clatsop County agrees to indemnify and hold harmless Columbia County, its officers, agents and employees from and against all third party claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected to Clatsop County's performance, or failure to perform, its obligations under this Agreement or any other negligent or willful act or omission by Clatsop County. This provision is subject to the limits and provisions of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and as to the County, Article XI, Section 10 of the Oregon Constitution.
7. Insurance. Clatsop County shall maintain comprehensive general liability and property damage insurance in amounts up to the limits of the Oregon Tort Claims Act as to any and all Clatsop County work performed pursuant to this Agreement.
8. Method and Place of Giving Notice. Unless otherwise expressly stated herein, all notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail to the following person at the addresses so indicated:

FOR CLATSOP COUNTY:

Mike McNickle
820 Exchange Street, Suite 100
Astoria, Oregon 97103

FOR COLUMBIA COUNTY:

Mike Paul
230 Strand Street
St. Helens, Oregon 97051

And when so addressed shall be deemed given upon deposit into the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

9. Mediation. In the event that a dispute arises between the Parties, out of or relating to this Agreement, the Parties agree to submit to such dispute or a mediator agreed to by both parties as soon as practicable after the dispute arises and preferably before commencement of litigation of any permitted arbitration.
10. Severability. If any term or provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement, including the application of any term or provision to persons or circumstances other than those as to which the application is declared invalid or unenforceable, shall not be affected.

11. Attorney Fees. If suit or action is instituted arising out of this Agreement, each party shall be responsible for its own attorney fees.
12. Governing Law; Venue. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the State of Oregon (without regard to conflicts of law principles). Venue shall lie exclusively in the Circuit Court of the State of Oregon for Columbia County in St. Helens, Oregon.
13. Merger. This Agreement represents the entire agreement between the parties for the services provided herein. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both Parties.
14. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in two counterparts.

DATED this _____ day of _____, 2021.

CLATSOP COUNTY

By: _____
County Manager

Date: _____

Approved as to form

By: _____
Office of County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Margaret Magruder, Chair

By: _____
Casey Garrett, Commissioner

By: _____
Henry Heimuller, Commissioner

Date: _____

Approved as to form

By: _____
Office of County Counsel

EXHIBIT A

Cost Break Down Per Event

Staff time:	\$38.45/hour (1.5 hours x 2 Public Health Nurses)
Indirect:	15% indirect (1.5 hours x 2 Public Health Nurses)
Travel:	\$0.535/mile
Supplies:	Sharps containers and syringes at cost
Disposal:	Included

Each event is estimated to cost \$275 based on the amounts, above.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

January 27, 2021

Issue/ Agenda Title: Sunset Lake Bridge Repair Project 2020
Category: Consent Calendar
Prepared By: Dean Keranen, County Engineer
Presented By: Ted McLean, Public Works Director

Issues Before the Commission: Approval of a contract with Oregon State Bridge Construction Inc. for repairs to the Sunset Lake Bridge.

Informational Summary: The Sunset Lake Bridge needs several failing wood components replaced that were identified in a Bridge inspection report. It is currently load rated and restricted to only lighter vehicles. Staff issued an Invitation to Bid and received the following responses:

Oregon State Bridge Construction, Inc.	\$187,505.00
Bergerson Construction, Inc.	\$249,365.00
Legacy Contracting, Inc.	\$359,814.50
Rognlin's	\$461,500.00

Staff recommends the contract be awarded to Oregon State Bridge Construction Inc., the lowest responsible bidder.

Fiscal Impact: The project will be funded with Surface Transportation Program funds for the majority of the cost of the project (\$173,900.00) and the remaining \$13,605.00 via the Road Maintenance and Construction Contractual Services budget.

Options to Consider:

1. Approve contract with Oregon State Bridge Construction Inc. in the amount of \$187,505.00 and authorize the County Manager to sign the Contract and any amendments.
2. Reject all bids and rebid.
3. Postpone bridge repairs to a future date.

Staff Recommendation: Option #1

Recommended Action:

Approve the contract with Oregon State Bridge Construction Inc in the amount of \$187,505.00 and authorize the County Manager to sign the Contract and any amendments.

Attachment List

A. Contract

CLATSOP COUNTY, OREGON

1100 Olney Avenue
Astoria, Oregon 97103
An Equal Opportunity Employer

Clatsop County Contract for Construction

This Contract is by and between **Clatsop County (County)** and Oregon State Bridge Construction Inc. (**Contractor**). Whereas **County** has need of the services which **Contractor** has agreed to provide; **Now Therefore**, in consideration of the sum not to exceed \$187,505.00 to be paid to **Contractor** by **County**, **Contractor** agrees to perform between date of execution and June 30, 2021, inclusive, the following specific construction services:

- A. Provide all materials, labor, equipment and incidentals to perform all work shown on the Project Drawings and described in the "Sunset Lake Bridge Repair Project 2020" Invitation to Bid in accordance with the Specifications and Special Provisions for the project, and Attachment "A" – Bid Proposal.
- B. Payment Terms: Payment will be made 30 days from receipt of invoice and approval of work by County.

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

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

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

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

county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c)

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

Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515(3).

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

each lower-tier subcontractor or supplier. ORS 279C.580.

- r. Comply with ORS 279C.605 regarding Notice of Claim.
- s. Comply with Prevailing Wage Rate regulations, ORS 279C.800 through ORS 279C.870.
- t. Pay contract and subcontract workers not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1)(c).
- u. A fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. This fee shall be paid to the commissioner under the administrative rule of the commissioner. ORS 279C.830(2). This fee is paid by Clatsop county.
- v. Contractor is required to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7) or (8), and will include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7) or (8). ORS 279C.830(3)(a)(b).
- w. Certify that all subcontractors performing work described in ORS 701.005(2) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.
- x. Environmental and natural resources regulations. ORS 279C.525.

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

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

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

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

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

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

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

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

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

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

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

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

15. **Insurance.** **Contractor** shall purchase and maintain at **Contractor's** expense, Comprehensive General Liability, and Automobile Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$1,000,000 for property damage and minimum of \$1,000,000 per person for bodily injury and no less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. In addition, all such insurance, 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**. If this Contract requires engineering services and hires a third party to perform such work, the **Contractor** shall require the engineer to indemnify the **County** for the engineer's negligence, errors or omissions. The **Contractor** shall also require the engineer to acquire, and maintain Professional Liability Insurance. Such insurance shall be procured at the engineer's own expense for the duration of this contract, issued by a responsible insurance company licensed to do business in the State of Oregon with limits of liability of \$1,000,000 to protect **County** against claims for damages occurring by reason of negligent acts, errors or omissions of engineer in conjunction with performance under this Agreement. **Contractor** shall not commence work under the Contract until it has furnished **County** with a copy of said Professional Liability Insurance. Some, or all, of the required insurance may be waived or modified if approved by **County's** counsel as follows:

_____ (Approved by County Counsel)

CJG

(Contractor's Initials)

(Comments)

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

FOR COUNTY:

Signature Date

Printed Name

Title

FOR CONTRACTOR:

Craig Gries 01/04/2021
Signature Date

Craig Gries
Printed Name

President
Title

Contractor Address: PO Box 310 Stayton, Oregon 97383

Attachment "A"

Bid Proposal Form
Sunset Lake Bridge Repair Project 2020

The undersigned, as bidder declares:

That the only person or parties interested in this Proposal as principals are those named therein;

That this Proposal is made without collusion with any other person, firm or corporation;

That he has carefully examined and fully understands the bid documents: "Proposal and Specifications for the Sunset Lake Bridge Repair Project 2020", Invitation to Bid, Information for Bidders, Special Provisions, Prevailing Wage Rates, Bid Forms, and Contract, on file in the office of the Public Works Department office at 1100 Olney Avenue, Astoria, Oregon and are hereby made a part of this agreement;

That he submits this Proposal subject to the terms and conditions stated in the Bid Documents;

That if this bid is accepted, he will contract with said Clatsop County in the approved form of contract, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all work and furnish all the materials specified in the contract in the manner and time therein prescribed and according to the requirements as therein set forth;

That he will accept as full payment, therefore, the amount earned under the contract in the manner described in the Bid Documents;

That he will comply with the provisions of ORS 279C.840 regarding prevailing wage rates and all other applicable provisions of Oregon law as well as all Clatsop County ordinances and rules relating to public contracting;

That he has not discriminated and will not discriminate against minority, women, or emerging small business enterprises or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining any required subcontracts;

That he is not in violation of any Oregon Tax Law;

That he is registered with the Construction Contractors Board as required by ORS 701.055

That he has an employee drug testing program in place in compliance with ORS 279C.505(2)

That after having carefully examined the Specifications covering the project, the bidder proposes to furnish all necessary labor, materials, and equipment and to perform the work in full accordance with said Specifications in the quantity(ies) and Price(s) as shown on Schedule of Prices.

Bid Proposal - 1

Addendum Receipt (if any)

The receipt of the following addenda to Specifications is hereby acknowledged.

ADDENDUM NO. None DATE: _____

ADDENDUM NO. _____ DATE: _____

The names of the president, treasurer, and manager of the bidding corporation, or the names and residences of all persons and parties interested in this Bid as partners or principals are as follows:

Name	Address
<u>Craig Gries</u>	<u>2384 Deer Ave. Stayton OR 97383</u>
<u>Rick Silbernagel</u>	<u>714 SW 9th Sublimity OR 97385</u>
_____	_____
_____	_____

The names of the surety by which the Performance Bond covering the Contract, if awarded, will be furnished, and the name, address and phone number of the surety's local agent are as follows:

Name of Surety	<u>Travelers Casualty & Surety Company of America</u>
Name of Agent	<u>A.G. Sadowski Company</u>
Address	<u>1605 Liberty St. SE Salem, Oregon 97302</u>
Phone Number	<u>503-362-2711</u>

Bidder acknowledges that he is aware of the provisions of ORS 279C.375. This law requires public contracting agencies, in determining the lowest responsible bidder, to add a percent increase to each out-of-state bidder's bid price which is equal to the percent of preference given to local bidders in that bidder's home state. In other words, if the low bidder is from a state that grants a 10 percent preference to local bidders, the Oregon agency must add 10 percent to that bidder's bid price when evaluating the bid.

Pursuant to ORS 279A.120 the bidder is directed to complete the following:

	YES	NO
1. Is bidder a resident bidder?	<u>X</u>	_____
Bid Proposal - 2		

2. Has bidder paid Oregon unemployment and income taxes within the last 12 months immediately preceding this bid? X _____
3. Does bidder have a business address in Oregon? X _____
4. If you are a non-resident bidder: _____ % is the preference granted by your resident state to local bidders.

DATED: December 17, 2020

BIDDER: Oregon State Bridge Construction Inc.

BY: Greg Hines

Title: President

Address: PO Box 310 Stayton, OR 97383

Phone: 503-767-6722

Federal Tax I.D. No.: 26-1776783

Oregon Contractors Board Registration 180779

Bid Proposal - 3

Bid Schedule
Sunset Lake Bridge Repair Project 2020

Item #	Description	Quantity	1 Unit Price	Total Price
1	Mobilization	Lump Sum	\$ 18,750.00	\$ 18,750.00
2	Prepare and paint steel including all field touch up painting (Bent 2 pile 6)	85 SQ FT	\$ 1.00	\$ 85.00
3	Traffic Control	Lump Sum	\$ 8,280.00	\$ 8,280.00
4	Temporary bridge support system engineering (Bents 2,3,6)	Lump Sum	\$ 25,000.00	\$ 25,000.00
5	Temporary bridge support system installation and removal (Bents 2,3,6)	Lump Sum	\$ 65,000.00	\$ 65,000.00
6	Bridge material removal and disposal	Lump Sum	\$ 15,000.00	\$ 15,000.00
7	Steel pile sleeve and pile extending to cap installed (Bent 2 pile 6)	1 EA	\$ 25,000.00	\$ 25,000.00
8	Corbel replacements installed	4 EA	\$ 2,500.00	\$ 10,000.00
9	H beam pile caps installed including gasket/bearing pads	66 LF	\$ 270.00	\$ 17,820.00
10	Pollution control	Lump Sum	\$ 2500.00	\$ 2500.00
11	Steel pile jacked into place in spliced sections until reaching 50 tons of resistance (if necessary)	40 LF	\$ 1.00	\$ 40.00
12	Pile coring to remove rot in preparation for sleeve and fill with grout (if necessary)	6 LF	\$ 5.00	\$ 30.00

Bidder Name Oregon State Bridge Constructors Inc. Total \$ 187,505.00

First Tier Subcontractor Disclosure Form
For Public Improvements with a contract value of more than \$100,000
(ORS 279C.370)

Project Name: Sunset Lake Bridge Repair Project 2020

Closing Date: December 17, 2020 at 2:00 p.m.

Subcontractor Disclosure Deadline: December 17, 2020 at 4:00 p.m.

This form must be submitted at the location specified within two (2) working hours of the advertised bid closing date and time; no later than the **Disclosure Deadline** stated above.

List below the Name, Address, Dollar Value, Construction Contractor Bond (CCB) and category of work of each subcontractor that will be furnishing labor or materials that are required to be disclosed. Enter "none" if there are no subcontractors that need to be disclosed. (If needed attach additional sheets).

Name/Address	Dollar Value/CCB#	Category of Work
None		

The above listed first-tier subcontractor(s) are providing labor and/or materials with a Dollar Value equal to or greater than:

1. 5% of the Project Bid, but at least \$15,000; or
2. \$350,000, regardless of the percentage.

Failure to submit this form by the disclosure deadline will result in a bid submitted becoming non-responsive, and such bids shall not be considered for award!
Bids that are submitted by bid closing, but for which the separate disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award.

Form submitted by (Bidder Name): Oregon State Bridge Construction Inc.

Instructions for Non-Collusion Affidavit

1. This Non-collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Oregon Public Contracts and Purchasing Laws, a public contracting agency may reject any or all bids upon a finding of the agency that is in the public interest to do so. This agency finds that it is in the public interest to require the completion of this affidavit by potential contractors.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

Non-Collusion Affidavit

STATE OF Oregon

County of Linn

I state that I am President of Oregon State Bridge Construction Inc. and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder, except as disclosed on the attached appendix.

(2) That neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary of other noncompetitive bid.

(5) Oregon State Bridge Construction Inc. its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached appendix.

I state that Oregon State Bridge Construction Inc. understands and acknowledges that the above representatives are material and important, and will be relied on by Clatsop County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Clatsop County of the true facts relating to the submission of bids for this contract.

Sworn to and subscribed before me this 14th day of December, 2020

Linda Steingaber
NOTARY PUBLIC FOR OREGON

My Commission Expires: August 4, 2023

W. J. This



Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

January 27, 2021

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

Category: Consent Calendar

Prepared By: Jennifer Carlson, Budget & Finance Manager

Presented By: Jennifer Carlson, Budget & Finance Manager

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

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

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

Fiscal Impact: The fiscal impact to the Tourism Fund is \$0 as the adjustment is between accounts within a single organizational unit.

Options to Consider:

1. Approve the budget and appropriation adjustment as required by ORS 294.463.
2. There are no other options to consider.

Staff Recommendation: Option #1

Recommended Action:

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

Attachment List

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

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

In the matter of the adjustment of the fiscal)	
year 2020-21 budget and appropriations by)	RESOLUTION AND ORDER
authorizing transfer of appropriations between)	
categories within an organizational unit, per)	
ORS 294.463.)	

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

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

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

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

ADOPTED AND APPROPRIATED this 27th Day of January 2021.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Mark Kujala, Chair

Schedule A

2020-21 Budget Adjustments

**I. ADJUSTMENTS INVOLVING A TRANSFER OF APPROPRIATIONS BETWEEN CATEGORIES
WITHIN AN ORGANIZATIONAL UNIT**

<u>ORGANIZATION UNIT/FUND</u>		<u>INCREASE</u>	<u>DECREASE</u>
County Tourism– Contractual Services	001/1110/82-2471	\$90,000	
County Tourism – Cont. To Outside Agencies	001/1110/82-3575		\$90,000

Comment: This adjustment is necessary to move appropriation authority between categories within the same organizational unit to handle a payment to an outside agency as a contract during the 2020-2021 FY. There is no increase in overall appropriation authority within the organizational unit.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

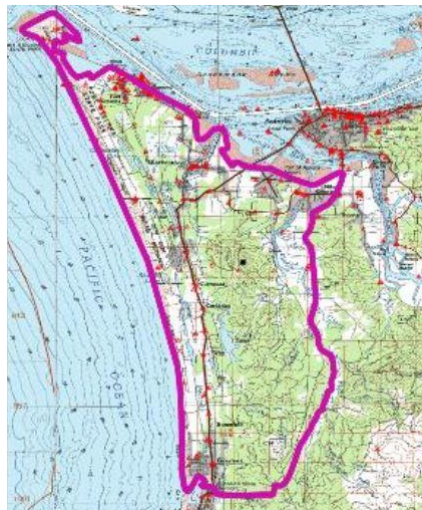
January 27, 2021

Issue/ Agenda Title:	Clatsop Plains Elk Collaborative – Declaration of Cooperation
Category:	Business Agenda
Prepared By:	Gail Henrikson, Community Development Director
Presented By:	Gail Henrikson, Community Development Director

Issues Before the Commission: Consider approval of the Clatsop Plains Elk Collaborative Declaration of Cooperation

Informational Summary: **Overview**

In April 2019, Governor Kate Brown designated the Clatsop Plains Elk Collaborative as an Oregon Solutions Project. The Governor designated Mayor Henry Balensifer and Mayor Jay Barber as co-conveners of the project and Oregon Solutions formed a project team of 26 members consisting of key stakeholders, private landowners, state agency staff, local community and government leaders, academics, Governor's Regional Solutions staff, and area non-profit representatives to focus on the goals of reducing conflict between elk-human interactions, increasing safety, and promoting cohabitation between elk and people in the Clatsop Plains area.



For the purposes of the Oregon Solutions Project, the “Greater Clatsop Plains Area” is defined as the area of northwest Clatsop County bounded by the Pacific Ocean to the west, the City of Seaside to the south, the Columbia River to the north, and Oregon Coast Highway 101 to the east.

Project Team Process and Completed Work

A kick-off meeting with the entire project team was held on May 28, 2019. At that meeting, the team drafted the following purpose statement in order to form the scope of the project:

The community in and around the greater Clatsop Plains study area seeks to reduce elk-human related conflicts. We have expressed a sense of urgency and willingness to work collaboratively to identify management solutions and implementation strategies. The purpose of this collaborative is to find viable ways to improve public safety and reduce property damage through outreach and education and a community-wide approach to reducing urban elk interactions while maintaining healthy and viable herds as a valuable cultural and natural resource.

The project team organized its work through four different sub-committees:

- Elk Management
- Human Behavior Management
- Land Use
- Data

A steering committee oversaw the general work of the sub-committees and full project team.

Each of the above-listed sub-committees developed recommendations related to achieving the overall goals of the project's purpose statement. Those recommendations were presented to the full project team on March 10, 2020. Since March 2020, the four sub-committees have focused their efforts on preparing a draft list of commitments for jurisdictions, agencies and non-profit organizations to review prior to signing the Declaration of Cooperation.

Declaration of Cooperation

A draft Declaration of Cooperation was released in September 2020 and is attached as **Exhibit A. The Declaration is still labeled as “DRAFT” as the City of Seaside and the Oregon Hunters Association have not yet finalized their commitments in the Declaration. The document included in Exhibit A shows the final list of commitments for Clatsop County.** It should also be noted that the Declaration of Cooperation is not a legally binding document. A summary of the list of Clatsop County commitments is shown below.

- Pass a “no feeding” ordinance for unincorporated areas west of Highway 101
- Assist in the guidance and education of residents and tourists regarding elk safety, landscaping, and best practices for pets; support the development of content, printed materials, and community outreach.
- Conduct community outreach and education to assist residents when making elk fencing options
- Identify land to be maintained in an undeveloped state for the purpose of creating wildlife corridors, open space requirements for subdivisions, and other practices that will decrease pressure

on elk habitat. Build necessary partnerships for support and implementation.

- Review subdivision ordinances, develop educational campaigns, and work with private property owners to build support for requiring minimum open space requirements and regulations that provide adequate elk habitat and forage within and between adjacent developments.
- Integrate land use issues regarding the Clatsop Plains Elk Collaborative into the Clatsop County Comprehensive Plan update process. Use the Clatsop Plains Elk Collaborative Declaration of Cooperation as consideration and guidance for zoning code discussions (open space requirements, locations, designs) and density transfer discussions.
- Develop and implement an informal process of coordinating with and notifying developers and private landowners of the presence of elk in areas they may be converting from a more natural state to residential or commercial use. An informal process might include:
 - Ensuring that developers and land owners are aware of wildlife buffers and other land use recommendations from the Clatsop Plains Elk Collaborative
 - Providing an additional disclaimer on over-the-counter building permits to advise applicants of the possible presence of elk
 - Providing mapping of wildlife areas in conjunction with notifications
 - Working with real estate agents to build support for notifying potential buyers of the presence of wildlife where they are buying a home or setting up a business
- Provide ODFW with copies of all public notices for conditional use permits, even in areas not officially designated as Big Game Habitat
- Assist in education and outreach, in coordination with Warrenton and Gearhart, to inform the public and local officials on the relationship between land use planning and wildlife interactions
- House and administer GIS data for the Clatsop Plains Elk Collaborative map
- Review the County's density transfer program and adjust as needed to disperse density transfers throughout appropriate areas of unincorporated Clatsop County

Additional Items for Consideration in the Declaration of Cooperation

On September 1, 2020, the Board held a work session to generally discuss the work of the Oregon Solutions Clatsop Plains Elk Collaborative. As the committees continued to refine the Declaration of Cooperation, an issue related to the possible culling of elk on lands within unincorporated Clatsop County, and the role the County would

have in such an operation, was brought forward by members of the Elk Behavior Sub-Committee.

On January 5, 2021, the Board held a second work session to discuss two items related to culling of elk. Those items had been recommended by the Elk Behavior sub-committee and relate to the following:

1. Support requests for culling permits made by cities within the Clatsop Plains area that would be conducted on unincorporated land outside of city limits when the elk are understood to be biologically attached to the city making the request. This does not require a formal resolution.
2. Consider passing a formal resolution for a culling permit from ODFW when requests are made by private entities for elk on unincorporated land that are not biologically attached to a city.

At the January 5, 2021, work session, the Board agreed to have these two items included in the Declaration of Cooperation.

Representatives from the Elk Behavior sub-committee and from Oregon Solutions will be in attendance at the January 27, 2021, Board Meeting, in order to answer technical questions and provide additional information related to the process of culling elk.

Fiscal Impact:

There will be fiscal impacts associated with implementation of some the commitments listed in the Declaration of Cooperation. Such fiscal impacts are primarily related to costs of producing and/or reproducing materials associated with the various educational programs proposed. These costs are expected to be minimal.

Options to Consider:

1. Approve the Declaration of Cooperation.
2. Do not approve the Declaration of Cooperation.

Staff Recommendation: Option #1

Recommended Motion:

"I move that the Board approve the Clatsop Plains Elk Collaborative Declaration of Cooperation."

Attachment List

- A. Declaration of Cooperation

EXHIBIT A

Declaration of Cooperation

Clatsop Plains Elk Collaborative Declaration of Cooperation

Preface

In April 2019, Governor Kate Brown designated the Clatsop Plains Elk Collaborative as an Oregon Solutions Project. The Governor designated Mayor Henry Balensifer (Warrenton) and Mayor Jay Barber (Seaside) as co-conveners of the project; and, Oregon Solutions formed a project team of 26 members, consisting of key stakeholders, state agency staff, local community and government leaders, academics, Governor's Regional Solutions staff, and area nonprofit representatives to focus on the goals of: *reducing conflict between elk-human interactions, increase safety, and promote cohabitation between elk and people in the Clatsop Plains area.*

Purpose of the Declaration of Cooperation

The Declaration of Cooperation (DoC) outlines the commitments and actions of the Clatsop Plains Elk Collaborative (aka, the project team). It is designed to align resources that create sustainability towards the project team accomplishing their goals which are outlined in their recommendations and commitments, forming the general structure for a Clatsop Plains Elk Management Plan. The project team intends to use this DoC to both engage the public and provide them with meaningful information about effective ways they can participate in the implementation of the project team's recommendations.

The results of this Declaration of Cooperation are expected to provide ongoing data and resources which can be used by local jurisdictions, governmental and private sector entities, and other project members in support of their commitments and actions. The Clatsop Plains Elk Collaborative also used a collaborative process to develop a 'tool kit,' that can be used by other communities in Oregon as a model for how they might approach management of human/wildlife conflict issues within urban and other land interfaces.

Introduction and Background

The Greater Clatsop Plains (GCP) area of northwest Clatsop County is bordered by the Pacific Ocean to the west, the city of Seaside to south, the Columbia River to north, and the Oregon Coast Highway 101/Lewis and Clark Road to the east. The area was historically a habitat for the Roosevelt elk, and is detailed as an important food source in both indigenous records as well as Lewis and Clark expedition records. Within 100 years, the once plentiful Roosevelt elk was virtually eliminated in Clatsop County as the result of years of uncontrolled hunting and trade.

In the early 1970's, Roosevelt elk began to recolonize the GCP area. Several hundred elk now live in the GCP, and thrive on an array of public and private land. In the last century, communities within the GCP have also changed from natural resources-based to tourism-driven economies. All the while, the GCP has continued to be developed for residential and commercial purposes.

Human-elk conflicts have been present on the GCP since the elk returned in the 1970s. But these interactions and conflicts have increased with the corresponding growth in both elk and human

populations and ongoing land development. This has resulted in the habituation of elk in urban communities and decreased fear of elk to the presence of humans. Elk habituation has led to tensions and concerns for both human and elk safety. Concern has also grown because of an increase in inappropriate human behavior around elk (e.g., approaching too close, taunting and harassing, and intentionally and unintentionally feeding the elk); property and land damage caused by elk; elk aggression toward people (especially during calving and rutting seasons); and, elk/vehicle collisions.

All of these changing factors have resulted in divergent opinions and emotions about the presence of elk. Some residents and visitors enjoy the elk and see them as a value-added natural resource that speaks to the increased biological diversity of the region, whereas others have a diminished tolerance for the elk in the wake of human/elk conflicts and have grown to view them as a pest.

In response, the Oregon Department of Fish and Wildlife (ODFW) has for many years assisted GCP landowners with advice, hazing permits, and lethal and non-lethal elk removal. The ODFW has also worked with area cities on public education on how to reduce elk habituation and has advised cities on management actions to reduce the elk population. But in a region where public opinion about the elk is strongly divided, it has been difficult for the agency to proactively manage elk. As a consequence, a cohesive management strategy has yet to be achieved. It has also become clear that no single entity has the authority or capacity to develop and implement such a plan, so a collaborative approach by all stakeholders is necessary.

The Clatsop Plains Elk Collaborative

The Clatsop Plains Elk Collaborative Project Team was formed in response to the needs of the GCP area to identify a better co-habitation approach between people and elk. Much like the region's proactive response to living in a tsunami zone, this project team seeks to develop a comprehensive, multi-sectoral approach for living in a longstanding elk habitat.

The frame its work, the project team developed the following **purpose statement**:

"The community in and around the greater Clatsop Plains study area seeks to reduce elk-human related conflicts. We have expressed a sense of urgency and willingness to work collaboratively to identify management solutions and implementation strategies. The purpose of this collaborative is to find viable ways to improve public safety, and reduce property damage, through outreach and education, and a community-wide approach to reducing urban elk interactions while maintaining healthy and viable herds as a valuable cultural and natural resource."

To best approach its work, the project team organized into four subcommittees: Elk Management, Human Management, Land Use, and Data, as well as through a steering committee. The full project team met 5 times over the current duration of the project. Subcommittees met on a monthly basis from fall of 2019 through spring of 2020. The subcommittee developed recommendations to achieve the goals within the purpose statement.

COVID-19

Work of the project team was paused for four to six weeks at the onset of COVID-19 so team members could attend to more urgent community matters. The team ultimately adjusted to the changed environment, and subcommittees were reconstituted so team members could continue their work to and reach agreement on a series of commitments and recommendations.

Due to the changes and reductions in many agency and organizational budgets from the impacts of COVID-19, funding sources that would have been traditionally available to the project to achieve its goals no longer exist. As a result, some commitments made by project team members may be delayed in their implementation. These will be assessed on a case by case basis as organization and agency budgets recover.

Shared Common Understandings

The full project team has developed common understandings from their work together throughout the Oregon Solutions process. These understandings have helped shape the work of the project team and will guide the actions, implementation, and community engagement of the resulting Management Plan after the completion of the Oregon Solutions project. Central to these understandings, and to the Clatsop Plains Elk Collaborative, is the livability and safety of residents and tourists as well as the necessity to develop a unified, cross-jurisdictional approach for the implementation of our actions, to the greatest extent possible. These shared common are listed below.

Patience and Action: The Clatsop Plains communities have been struggling to cohabitate with elk herds in the urban areas. After years of growing concern, the project team acknowledges that communities are eager for action. It is hoped that the work of the Clatsop Plains Elk Collaborative and this Declaration of Cooperation will be a turning point toward effective, comprehensive approaches to the problem. Through our work, the project team feels it has achieved better clarity on what is necessary to meet the goals of our purpose statement. We have found there are few appropriate and effective actions that are capable of producing immediate results. Actions that have the best chance of producing immediate results will be prioritized, but it will likely be three- to five-years to see significant impacts from the project commitments.

No Silver Bullet: It is the confluence of various strategies in elk and human management, and land use policies, and sustained action within these strategies, that will yield the highest likelihood for success. No one tool will serve as a 'magic bullet' to solve the problem.

Unified Approach for People: It is understood that flexibility is necessary, but we understand that speaking with a coordinated voice and taking unified actions will result in the most effective and impactful outcomes for both elk and the Clatsop plains communities. Communities will benefit from a unified approach by setting clearer and better expectations for everyone and with easier entry points to participating in the project goals. It is clear that human behavior can and does cause harm to elk and communities alike, including negatively impacting their neighbors (feeding elk, landscaping that attracts elk, higher potential for traffic collisions, and others) which might require elk to be lethally removed as a result of increased safety hazards. This creates the need for a *community culture* where individuals, businesses, and communities see themselves as responsible for changing some of the ways they live in the Clatsop Plains. The community is called upon to work together to adapt their lives within the Clatsop

Plains area to both relieve pressure on elk habitat and make urban areas less attractive for elk. This will be paramount for both short and long-term success.

Unified Approach for Elk: It is understood that elk do not acknowledge jurisdictional boundaries. In order for any regulations or guidelines to have measurable and positive impacts, there needs to be *unified and consistent coordination across the jurisdictions* when considering regulatory measures, best practices guidelines, and other management strategies. There also needs to be an ability for local jurisdictions to adapt ordinances and guidance to address community needs. Develop a communication and notification protocol as regulations and guidance are being proposed will ensure a multi-jurisdictional collaborative approach.

Balanced Perspectives on Elk: There is a general understanding there will be some urban presence of elk and that they may continue to pose a nuisance from time to time. We note that people of goodwill can disagree about what to do about this elk population. We also acknowledge that perceptions, feelings, and experiences with Clatsop Plains Elk are diverse and complex, as is resolving elk and humans interaction. Noting this, we find to the greatest possible for a positive outcome for Clatsop Plains communities, we believe elk should not be seen as either a 'pest' or to be 'wholly protected.' Elk are a part of Clatsop Plains' ecological landscape, and are a tourist attraction. Given that livability and safety is central to this project, the needs of humans and elk should be taken into account before actions are taken.

Impact of Urbanization: We understand that elk within urban areas of the Clatsop Plains may need to be reduced from time to time for safety reasons or because of socially unacceptable levels of property damage. We also understand that a significant cause of increased interactions between humans and elk in the Clatsop Plains area are a result of factors including urbanization, and human behaviors and activities that has attracted elk to urban areas in greater numbers. Human activity [like ...?] has increased the ecological carrying capacity for elk in urban areas, but has also decreased the elk's social acceptance for many residents. The right number of elk that are manageable for Clatsop Plains communities will become clearer over time as the impacts of the management actions are implemented.

Tough Choices Ahead: Creating the best conditions possible for elk and people will require some tough choices. Wildlife management strategies will likely need to be employed to reduce the elk population in the short- and long-term. This will likely require initial measures such as expanded hunting and culling to reduce the elk population. Culling will require local jurisdictions to pass ordinances granting appropriate permission. It is the project team's expectation that all meat from culling will be donated to local food banks for community benefit, as is required by law. The project team does not anticipate their being an immediate or significant difference in the current situation (safety and co-habitation) without the inclusion of culling in the project commitments. Culling also has its limitations and is seen as only one part of a holistic management approach.

Everyone Has a Part to Play: Individuals play a role in creating the best conditions possible for human/elk relationships, as well as state and local agencies. There is no one agency or entity that has full responsibility for the management and outcomes of human/elk issues in the urban areas of the Clatsop Plains. At the same time, the project team acknowledges a responsibility to help communities become better informed and take ownership where possible. The project team believes working to remove barriers to meaningful community participation and engagement to reduce the presence of elk in urban areas will increase safety and lead to improved cohabitation.

Recommendations

The project team organized its work through 3 different subcommittees: Elk Management, Human Management, and Land Use. As a result of these subcommittees, recommendations were developed in each of the subcommittee areas related to achieving the overall goals of the project's purpose statement. The project team has agreed to implement the below recommendations.

Elk Management Subcommittee

- Develop fencing options for mass elk exclusion from select areas
- Develop and implement an elk behavior modification plan
- Use deterrents to detract elk from select areas
- Use attractants to attract elk to select areas
- Develop and establish an elk movement corridor
- Evaluate and expand ODFW hunting options
- Increase targeted use of Hazing and hazing permits
- Conduct culling of Elk, at the request of jurisdictions, and donate meat to the local food bank
- Use targeted removal of problem elk to reduce habituated elk who pose a threat to public safety

Human Management Subcommittee

- Complete jurisdictional passing of no feeding ordinances
- Develop a comprehensive no feeding guidance
- Develop and disseminate resident education materials on how to reduce interactions with elk. Work with residents on using best practices for elk appropriate landscaping and pet care.
- Develop and implement K-12 education materials, in coordination with local schools, that teaches children about the history of elk in the Clatsop plains, elk biology, and how to live with elk as citizens of the Clatsop Plains.
- Develop and disseminate tourist educational materials in collaboration with relevant partners
- Develop creative and effective fencing options for homeowners
- Develop and disseminate a safe distance from elk guidance
- Establish new signage and rumble strips at highly trafficked elk crossing areas on hwy 101. Explore the development signage that is reactive to the presence of wildlife

Land Use Subcommittee

Establishing and preserving elk movement corridors, habitat, and buffer areas:

- Identify and consolidate, and maintain in an undeveloped state, targeted land used for elk movement through partnerships
- Review subdivision ordinances
- Establish wildlife habitat buffers or transition areas between urban communities and elk habitat
- Use enhanced Forage and Feeding to attract elk to select areas for viewing and using corridors

Legislative and regulatory revisions

- Work with local jurisdictions, and the Oregon Department of Forestry, to harmonize regulations and address issues in the Forest Practices Act (FPA), related to land conversion, not covered or enforced by the FPA¹.
- Integrate land use recommendations into the County Comprehensive Plan update process
- Review the density transfer plan of Clatsop County

Resident Education

- Coordinate with private landowners who may be converting forest land to residential on potential elk conflicts
- Provide notice if future purchasers' properties are in wildlife movement area
- Encourage flexibility while striving for unified approach
- Identify human/wildlife transect areas and send public notices to ODFW
- Develop local fencing guidance, in coordination with the development of fencing options, and adjust ordinances as needed.
- Identify and create wildlife viewing areas
- Educate residents and decision makers on the relationship between land use planning and wildlife interactions

Data collection

- Increase collecting and analysis of elk movement data to create and protect elk movement corridors and inform other land use actions.
- Track elk movement on both sides of Highway 101 to better understand landscape usage.
- Create a GIS layered map to inform other land use actions.

Project Team Commitments and Declaration

In order to achieve the goals outlined in the purpose statement of the project, the members of the project team commit, individually and together, to implement the wildlife management plan through the current recommendations, as well as exploring new ideas as new information arises. We agree to support one another and advocate for each other in achieving the following commitments, collaboratively addressing challenges, involve the public through robust education on the management plan and opportunities to participate, and speak with one voice to provide clarity and stability to the public.

This Declaration of Cooperation, while not a binding legal contract, is evidence to and a statement of the good faith and commitment of the undersigned parties. The undersigned parties to this Declaration of Cooperation have, through a collaborative process, agreed and pledge their cooperation to the following findings and actions:

¹ The previous form of this recommendation in the Human Management and Land Use Executive Summary read "Enhance the effectiveness of the Forest Practices Act, in protecting forested land from becoming residential land, through local ordinances, where applicable."

City of Warrenton

- Review and if necessary amend laws related to unhealthy elk-human interactions such as feeding, petting, and enticements
- Increase enforcement of no feeding ordinance.
- Conduct public hearings and cooperatively work with OSP, ODFW, and relevant agencies on developing and implementing a population management plan, including elk harvests.
- Consider adoption and implementation of land use policy recommendations that reduce elk-human interaction.
- Collaborate on fencing design appropriateness for the Clatsop Plains area and for individual communities.
- Collaborate on elk and ecologically appropriate landscaping, and other mechanisms, for deterring elk in urban areas within Clatsop Plains.
- Help identify and troubleshoot land development issues with the need for wildlife corridors in mind.
- Consider changing local fencing ordinance to accommodate updated elk fencing designs for residents.
- Assist in developing and distributing new educational materials and guidance on elk safety
- Support Clatsop County in educating residents and decision makers on relationship between land use planning and wildlife interactions.
- Partner with appropriate entities to help link elk movement corridors through Warrenton to parks and state lands.
- Review development policies as they relate to elk and work with property owners and agencies to consider land use changes that would alleviate pressure on elk habitat.
- Identify wildlife transect areas within Warrenton then determine need for new policy or policy changes.
- Collect more precise data on elk contact with residents and provide that information to ODFW
- Consider updating policies on firearms and hazing to align with the elk management plan.
- Discuss with Spruce Up Warrenton, or another community organization, the creation of a regional Elk Festival.

City of Seaside (work in progress)

- Will consider appropriate ordinances and Land Use issues related to Elk/Human interactions and safety.
- Will work with our Tourism Office to produce an educational brochure regarding Elk/Human interactions.
- Will welcome an informational presentation from the Taskforce to a future meeting of the Seaside City Council.
- Will welcome an informational presentation from the Taskforce to a future meeting of the Seaside Parks Advisory Committee.
- Tourism office. Great at putting together educational brochures and materials. Elk are a tourism attraction for Seaside.
- Create and lead 3 multi-jurisdiction committees--focused on residents, K-12 education, and tourism-- to engage with community partners in implementing elk plan recommendations. Include vacation rentals and hotels, visitors' centers, tourism boards, city staff, chamber of commerce, school boards, local clubs, local businesses, and others.

City of Gearhart

- Provide informational resources on No Feeding Ordinances for other communities
- Collaborate on fencing design appropriateness for the Clatsop Plains area and for individual communities.
- Collaborate on elk and ecologically appropriate landscaping, and other mechanisms, for deterring elk in urban areas within Clatsop Plains.
- Help identify and troubleshoot land development issues with the need for wildlife corridors in mind.
- Hold community forums on the results of the Clatsop Plains Elk Collaborative plan and seek community participation on implementation. Hold townhalls and conduct surveys to collect data and community perspectives on select elements of the plan that would require city council resolutions.
- Assist in the creation of No Feeding Guidance that can be used across the project area
- Change local fencing ordinance to accommodate updated elk fencing designs for residents.
- Support Clatsop County in educating residents and decision makers on relationship between land use planning and wildlife interactions.
- Partner with appropriate entities to help link elk movement corridors through Gearhart to parks and state lands.
- Review current subdivision ordinances as they relate to elk. Work with partners to propose land use changes (space requirements, wildlife buffers, and others) that would alleviate pressure on elk habitat.
- Identify wildlife transect areas within Gearhart then determine need for new policy or policy changes.
- Conduct local comp plan review for Gearhart in collaboration with Clatsop County comp plan review as related to elk
- Collect more precise data on elk contact with residents and provide that information to ODFW
- Align no discharge of firearms ordinance and hazing interpretations with other jurisdictions
- Change fencing ordinances, if necessary, needed for Gearhart Golf link participation in double fencing trial.
- Consider and pass city council resolutions supporting culling of elk that are biologically attributed to areas within the city limits of Gearhart but are not within the city limits of Gearhart where and when culling would take place. Request a culling permit from ODFW in these instances. Develop a culling plan, with guidance and technical support provided by ODFW, for approval. Collaborate on best methods and locations for culling.
- Increase enforcement of no feeding ordinance where possible.

Clatsop County

- Pass a County no feeding ordinance for areas west of 101.
- Assist in the guidance and education of residents and tourists for elk safety, landscaping, and best practices for pets. Support the development of content, printed materials, and community outreach.
- Conduct community outreach and education to residents for elk fencing options

- Identify land to be maintained in an undeveloped state for the purpose of creating wildlife corridors, open space requirements for subdivisions, and other practices that will decrease pressure on Elk habitat. Build necessary partnerships for support and implementation.
- Review subdivision ordinances, develop educational campaign, and work with private property owners to build support for requiring minimum open space requirements and regulations that provide adequate elk habitat and forage within and between adjacent developments.
- Integrate land use issues regarding the Clatsop Plains Elk Collaborative into the Clatsop County Comprehensive Plan Update process. Use the Clatsop Plains Elk Collaborative Declaration of Cooperation as consideration and guidance for zoning code discussions (open space requirements, locations, designs) and density transfer discussions.
- Develop and implement an informal process of coordinating with and notifying developers and private landowners of the presence of Elk in areas they may be converting from a more natural to residential or commercial area.
 - Ensure developers and land owners are aware of wildlife buffers and other land use recommendations from the Clatsop Plains Elk Collaborative.
 - Provide additional disclaimer of Elk presence over the counter and on building permits. Provide area mapping of wildlife areas in conjunction with notifications.
 - Work with real estate agents and build support for notifying potential buyers of the presence of wildlife where they are buying or setting up business.
- Work with real estate agencies and the business community to add wildlife (elk) area advisory statements and notifications for over the counter transactions, on the bottom of permits, and on property records. Add Wildlife (elk) designation areas to Clatsop County maps and public viewing website.
- Provide all notices for conditional use permits from all jurisdictions to ODFW, for use in making comments outside of big game habitat.
- Assist in education and outreach, in Warrenton and Gearhart, to inform the public and local officials on the relationship between land use planning and wildlife interactions.
- House and administer for the Clatsop Plains Elk Collaborative GIS layered map.
- Review density transfer program and adjust as needed to disperse density transfers throughout appropriate areas of unincorporated Clatsop County
- Support requests for culling permits made by cities within the Clatsop Plains area that would be conducted on unincorporated land outside of city limits when the elk are understood to be biologically attached to the city making the request. This does not require a formal resolution.
- Consider passing a formal resolution for a culling permit from ODFW when requests are made by private entities for elk on unincorporated land that are not biologically attached to a city.

Oregon Department of Fish and Wildlife (ODFW)

- Conduct increased public outreach and education on all issues related to elk management.
- Create and distribute no feeding guidance.
- Provide guidance to jurisdictions that have not yet passed a no feeding ordinance.
- Continue phase two of research on double fencing design. Create an experimental design to be tested in partnership with Gearhart Golf Links.
- Provide technical advice to landowners, jurisdictions, agencies, and organizations, who would like to implement the use of elk attractants and deterrents.
- Increase collaring for data collection used to identify and create an elk movement corridor.
- Provide technical assistance in the creation of an elk behavior modification plan.

- Research and advise on aligning interpretations of no shooting and discharge of firearms rules in city limits. Work with jurisdictions on alignment and consistent application of hazing where possible.
- Adapt hunting options to new information on seasonally problem elk that come into areas where they could be hunted through increasing tag numbers or creating special hunting seasons.
- Provide guidance and technical support to local governments for development of culling plans. Collaborate with project team members on best methods and locations for culling.
- Inform project team members on ODFW\OSP protocols and activities regarding targeted removal of problem elk. Discuss proactive ways that elk may be dealt with that exhibit problem behaviors but do not yet present an immediate safety risk.

Oregon Department of Land Conservation and Development (DLCD)

- Monitor changes to fencing rules that may involve building code or land use requirements
- Follow potential vegetation ordinances for elk attractants, deterrents, and landscaping
- Review and edit materials involving no feeding guidance and options, safe distance guidance, and resident/k-12/tourist education.
- Liaison on any actions related to identifying and consolidating and/or maintaining land used for elk movement in an undeveloped state, reviewing subdivision ordinances, reviewing density transfer plans, and reviewing land use conversion ordinances.
- Assist in integrating elk recommendations into Clatsop County's Comprehensive Plan review
- Assist Clatsop County and ODFW in actions regarding coordinating with private landowners who may be converting forest land to residential, providing notice if future purchasers' properties are in wildlife movement area, and identifying human/wildlife transect areas and sending public notices to ODFW
- Provide input, and conduct public and local government education, on the relationship between land use planning and wildlife interactions
- Engage with comprehensive plan review Goal 5 expert to develop clear and objective standards for how the Clatsop Plains Elk Project GIS map information will be used in land use decision making and integrated within the comprehensive plan review. Areas of special attention will be in collecting and analyzing elk movement data to establish and protect corridors, tracking elk and elk movement on both sides of Highway 101 to better understand landscape usage
- Assist jurisdictions that want to pass local codes which install time restrictions on the conversion of forest land to residential or commercial use

Oregon Department of Transportation (ODOT)

- Create and submit a Pooled Funds proposal for an active highway signs project. This project would seek to develop a dynamic sign system, based on artificial intelligence wildlife identification systems, which would alert drivers to the presence of wildlife near or in the road, in real-time. These wildlife detection camera systems can be fixed or mobile and can also be used by other agencies in the tracking, and data collection, of wildlife for other purposes.
- Identify currently known areas where elk cross on highway 101 and install mitigation measures to reduce speed and reduce potential collisions with elk.

National Park Service (Lewis and Clark National Historical Park)

- Seek funding for continuing studies and collect more detailed data for elk movement. Seek out other technologies in addition to collars, such as camera traps, satellite tags, and others as they become known
- Provide no feeding and safe distance from elk guidance to park visitors
- Support OSU Extension in developing a backyard habitat program through providing technical guidance. Seek involvement of the north coast watershed association.
- Provide elk specific education materials and interpretation to park visitors through materials created and provided by the Clatsop Plains Elk Collaborative as well as existing NPS materials.

Oregon Parks and Recreation Department (Fort Stevens)

- Conduct interpretive and management plan education and outreach on elk for tourists and locals thorough developing and providing interpretive panels, pamphlets, and expert presentations.
- Add elk messaging in the Ft Stevens reservation system that details the Clatsop Plains Elk Project management plan and reinforces the park's existing Oregon administrative rule against harassing or feeding wildlife.
- Provide signs, developed by the project team, in areas where Elk are known to congregate and cross in the park, restricting people from stopping their cars.
- Enhance winter range feeding for elk at Fort Stevens
- Use park land to partner in conducting research on elk deterrents and attractants, elk corridor and movement strategies, fencing options, and hazing
- Coordinate on the use of Fort Stevens land as part of an elk movement corridor

Vanessa Blackstone (Formerly with OPRD Fort Stevens)

- Develop and assist in implementing an Elk Behavior Modification Plan for the Clatsop Plains project area.
- Partner with OSU Extension, ODFW, OSP, Ken Ramirez (animal training expert), and others to assist in the creation and implementation of an Elk Behavior Modification Plan.

Oregon State Police (OSP)

- Partner with jurisdictions to improve and encourage consistent enforcement of no feeding ordinances.
- Work with ODFW and jurisdictions to conduct outreach and education, for residents and businesses, on the Clatsop Plains Elk Management Plan and OSP's role in enforcing laws connected to the plan.
- Assist ODFW to educate residents and tourists about the dangers of feeding wildlife and the increased chance that elk they will become subject to targeted lethal removal because of habituation through feeding. Conduct education in schools.
- Collaborate with ODFW and jurisdictions on aligning legal interpretations of hazing and no shooting and discharge of firearms rules in city limits. Work with jurisdictions on consistent application and enforcement of hazing.

- Create more detailed data and additional metrics on vehicle collisions, in partnership with ODOT. Coordinate with ODOT to get more consistent data on elk collisions for GIS mapping
- Enforce any additional state highway signage or laws that may result from this project which requires reduction in speed or restrictions in stopping to view wildlife.
- Continue to coordinate with ODFW for targeted removal of elk determined to be a threat to public safety.
- Provide emergency response perspectives in discussing proactive ways that elk may be dealt with that exhibit problem behaviors but do not yet present an immediate safety risk.

Oregon Military Department (OMD Camp Rilea)

- Allow culling on Camp Rilea property in collaboration with Warrenton and ODFW.
- Serve on advisory committee in creating and implementing the elk behavior modification plan, especially in the use of attractants, deterrents, and hazing. Use these tools to move elk onto Camp Rilea land.
- Act with project team members to integrate Camp Rilea into a planned elk movement corridor.
- Work with ODOT on the placement of rumble strips and signage at elk crossing areas adjacent to Camp Rilea.
- Provide refrigeration space for unprocessed elk after culling process.
- Use the Army Compatible Use Buffer program to partner with landowners and project team members in identifying and purchasing land for habitat conservation, elk movement corridor, and preventing development of critical open areas.
- Provide ODFW access to Camp Rilea for data collection and darting and collaring elk.
- Support GIS mapping and analysis with in-house staff time.

Oregon Department of Forestry (ODF)

- Increase education on land use conversion within Forest Practices Act. Assist jurisdictions that want to pass local codes which install time restrictions on the conversion of forest land to residential or commercial use.
 - Make sure notifications comply with the Forest Practices Act.
 - Distribute literature to individuals who file a notification of operation within the project area about existing and new rules and restrictions that may apply to landowner activities.
 - Talk with local officials about past issues regarding land use conversion in those jurisdictions and the potential effectiveness (or not) of any new proposed rule.

Columbia River Estuary Study Taskforce (CREST)

- Serve as the ongoing convener, for 2 to 3 years minimum, of the Clatsop Plains Elk project and help coordinate the implementation of the recommendations and actions agreed to by the project team. Responsibilities will include: 1. Coordinating communication and community engagement, 2. Holding bi-monthly meetings as needed and quarterly full project team meetings 3. Create agendas and write meeting minutes, 4. Tracking progress on recommendations and fulfilling commitments, 5. Tracking funding needs for project actions
- Seek funding for a part-time coordinator position as needed.

- Seek OWEB grant funding for elk movement corridor and habitat preservation

North Coast Land Conservancy (NCLC)

- Help identify and establish elk movement corridors.
 - Work to protect these areas from development by establishing them as public land, open spaces, or private nature reserves if necessary and possible.
 - Explore taking ownership of land to help establish elk movement corridor.
- Partner with municipalities and Clatsop county to “Identify and consolidate, maintain in undeveloped state land used for elk movement through partnerships”, “Review subdivision ordinances”, and “establish wildlife habitat buffers or transition areas between urban communities and elk habitat” to reduce presence of elk in urban spaces. Work with developers when they are complying with open space and endangered species requirements that can also benefit elk movement and habitat including receiving land from donors.
- Provide access and use of NCLC land in elk data collection including collaring and pellet surveying. Make staff biologists available to assist with these efforts.
- Make staff available for GIS mapping work.
- Work with schools, and the general public, in elk education by offering field trips and “walk in the land” guided nature tours through NCLC land.
 - Partner with the North Coast Watershed Association, OPRD, and National Parks Service on interpretation. Review signage for facts and relevance.
- Explore the establishment of a wildlife viewing area on NCLC land.
 - Initial viable sites to explore include: Reed Ranch, the Neocoxie Forest, and Gearhart Glen.
 - Partner with local land owners or municipalities in resolving potential access issues and space usage.
 - Collaborate with National Park Service for interpretation.

Oregon State University (OSU) Extension Services

- Integrate the participation of graduate and post-doctoral students at strategic points to build capacity for the implementation of project goals.
- Assist in the construction of an elk guidance document and comprehensive ‘FAQs sheet’
 - answers common questions about wildlife management in general and in urban areas.
 - Work with project partners to solicit questions from local jurisdictions.
- Partner with the OSU Master Gardeners program, and local plant nurseries and landscaping companies, on designs and guides that emphasize aesthetically pleasing, ecologically native plants that are undesirable to elk.
 - Assist in holding educational workshops with local gardening clubs, business, and residents to adopt the use of elk appropriate plants and landscaping.
- Assist in the creation of an elk behavior modification plan.
- Create a naturalists/interpreter program for elk.
 - Work with state and national parks on interpretation as well as local indigenous communities in traditional ecological knowledge contributions.
- Create an elk section on OSU’s coastal extension webpage which includes the comprehensive FAQ’s sheet.

- Design and implement research on one or more of the following items: space use patterns of local elk herds, impacts of an elk behavior modification plan, points of highway crossing for local elk herds, resident and visitor values/knowledge/attitudes/behaviors regarding elk and willingness to adopt/change behaviors in relation to elk presence and behavior.

Greenwood Resources

- Make use of attractants like enhanced forage to enrich elk habitat on the east side of highway 101.
- Coordinate with local jurisdictions and land conservation organizations in integrating Greenwood Resources land into wildlife corridor plans.
- Allow hunting on Greenwood Resources property in conjunction with efforts to reduce the presence of elk on the west side of highway 101.
 - Partner with Oregon Hunters Association and Oregon Department of Fish and Wildlife.
- Assist in developing and delivering education on the intersection of forestry and elk management.
- Collaborate with OSU Extension, and others, in research to better understand the connection between elk behavior, elk numbers, elk habitat, and elk migration.
 - Offer Greenwood Resources property for conducting research and habitat modeling.
- Offer space as needed to continue development of fencing design options.
- Integrate the work of the Clatsop Plains Elk Collaborative into the Greenwood Resources Wildlife Management Plan.
- Support efforts in retaining timberland and reducing the conversion of timberland to residential use.
- Develop an official program and space for viewing elk.
 - Use current permit system for access to Greenwood Resources land.
 - Offer educational materials that exhibit how forest management practices can benefit conservation and wildlife. These materials would be available for self-guided elk-viewing tours (walking and biking) on specified areas of LCT managed lands.

Gearhart Golf Links

- Post and redistribute elk educational material.
- Formulate questions and gather guest opinions on elk for research purposes.
- Educate golfers on aspects of the project implementation that relate to their conduct and experience on the golf course
- Support local and county efforts in land use changes that seek to reduce the presence of herds in urban areas including fencing used for elk movement corridors.
- Act as a bridge to important community relationships in helping to understand and gain support for the implementation of project recommendations.
- Work with ODFW to apply fencing research to golf course grounds.
 - NE Portion of golf course as test site for double fence or another location dependent on suitable aesthetics.

Oregon Hunters Association (OHA) (work in progress)

- Supply OHA members and equipment for work on habitat management and manipulation, establishing elk movement corridors, fencing, and attractants/deterrents.
- Provide up to \$5,000 for...
- Serve on advisory committee in creating and implementing an elk behavior modification plan
- Coordinate with ODFW and landowners on hunts in strategic locations to encourage elk to remain on east side of 101
- Pilot discussions on new and expanded hunting options with ODFW, OSP, and local jurisdictions.
- Publish articles in OHA membership magazine (state) and newsletter (local) to educate and inform OHA membership on the Clatsop Plains Elk Collaborative and its implementation.

Regional Solutions (tentative language)

Continue to assist with state agency coordination and integration as needed for collaborative governance, technical assistance, information sharing, and regulatory considerations in support of the Clatsop Plains Elk Collaborative, matching state and regional programs with the recommendations and commitments of the project.

Senator Betsy Johnson (language TBD)

Oregon Solutions

- Highlight the Clatsop Plains Elk Collaborative project as part of the Oregon Solutions website and other promotional material
- Take the lead in reconvening the project within 18 months of the signing of this Declaration of Cooperation
- Perform post-project evaluation and share a summary of what was learned from the evaluation with the project team

Appendix

--Team Members

Name	Org	Title
Chad Sweet	City of Gearhart	Administrator
Carla Cole	National Park Service	Natural Resources Project Manager
Denise Löfman	CREST	Director
Mark Baldwin	City of Warrenton	Commissioner
Gail Henrikson	Clatsop County	Director, Community Devo
Henry A. Balensifer III	City of Warrenton	Mayor - Co-Convener
Paul Atwood	Oregon Dept/Fish&Wildlife	Assistant District Wildlife Biologist
Chris Knutsen	Oregon Dept/Fish&Wildlife	N.Coast Watershed Dist.Man
Jae Pudewell	ODOT, State of Oregon	Regional Solutions Team
Jason Bangild	Gearhart Golf Links	General Manager/Director of Golf
Jay Barber	City of Seaside	Mayor - Co-Convener
Stacey Garrison	Camp Rilea, OR Military	Installations Division (AGI)
Todd Farmer	Camp Rilea, OR Military	Got a promotion
Jennifer Purcell	North Coast Regional Solutions, Gov. Kate Brown	RST Coordinator
John R. Putman	Oregon Hunters Assoc.	Northwest Director
Katie Voelke	N. Coast Land Conservancy	Executive Director
Lisa Phipps	DLCD, State of Oregon	Regional Solutions Team
Kat Olson	Greenwood Resources	Lewis & Clark Timberlands Area Manager
Mark Morgans	Greenwood Resources	Lewis & Clark Timberlands Area Manager
Matt Brown	Gearhart City	Mayor
Sgt. Jim Pierce	City of Warrenton	City Police
Sgt. Joe Warwick	OSP, Fish & Wildlife Division	State Police
Vanessa Blackstone	ODFW	State of Oregon
Dr. Dana Sanchez	OSU	Wildlife Management Specialist
Ty Williams	ODF	District Operations Coordinator
Sen. Betsy Johnson	State Senator	

--Map of the Project Area



Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

January 27, 2021

Issue/ Agenda Title:	4-H & Extension: Koppisch Rd. Lease Agreement
Category:	Business Agenda
Prepared By:	Monica Steele, Assistant County Manager
Presented By:	Monica Steele, Assistant County Manager

Issues Before the Commission:	4-H & Extension: Koppisch Rd. Lease Agreement with the 4-H Leaders Association.
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Informational Summary:	<p>In 2005 property located on Koppisch Rd. (Account ID# 19819) was deeded to the 4-H & Extension District to be used for horse and livestock related 4-H activities only. In the summer of 2020 a group of 4-H members made improvements to the property that included and arena for use by the 4-H members and clubs. While the efforts that went into this work are appreciated there are steps that needed to take place prior to the work being done to protect both the 4-H & Extension District as well as any potential users. Given the liability associated with events that involve livestock, as well as children, it is important from a liability perspective to make sure that proper insurance coverage as well as a plan for maintenance of the facility is in place to ensure the safety of the users. The proposed lease agreement helps provide clear direction and clarify the roles and responsibilities of the parties involved.</p>
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This five (5) year lease agreement between the District (Lessor) and the Leaders Association (Lessee) will require that the 4-H Leaders Association pay an annual lease amount of \$1 per year to be paid on or before June 30th of each year. Additionally, it will require that the Lessee shall be responsible for maintenance of the facility and acquiring insurance and indemnity in an amount not less than \$2,000,000 each occurrence and \$3,000,000 general aggregate in accordance with the lease agreement.

The attached Exhibit "B" – Koppisch Rd. 4-H Arena Plan describes how the Lessee will secure, maintain, insure, and manage the facility; and Exhibit "C" demonstrates that the Lessee has applied for the required insurance and should the lease agreement be approved will have the

necessary insurance requirements in place upon execution of the agreement.

Fiscal Impact: None

Options to Consider:

1. Approve the lease agreement between the 4-H & Extension Service District and the 4-H Leaders Association
2. Not approve the lease agreement

Staff Recommendation: Option #1

Recommended Action:

"I move that the Board approve the lease agreement between the 4-H & Extension Service District and the 4-H Leaders Association as presented and authorize the County Manager to sign."

Attachment List

- A. 4-H Koppisch Road Lease Agreement
- B. Exhibit "A" – Tax Lot Map
- C. Exhibit "B" – Koppisch Rd. 4-H Arena Plan
- D. Exhibit "C" – Horse Arena Supplemental Insurance Application

LEASE AGREEMENT

THIS INDENTURE OF LEASE, made and entered into effective this 1st day of February, 2021, by and between CLATSOP COUNTY 4-H & Extension Service District, a political subdivision of the State of Oregon, hereinafter referred to as LESSOR, and the 4-H Leaders Association, an Oregon Non-profit Association, hereinafter referred to as LESSEE.

WHEREAS, in approximately 2005, the Koppisch Road property ("premises") was given to the Lessor for the purpose of 4-H use; and

WHEREAS, in Summer 2020, 4-H clubs built an arena for the use of 4-H members and clubs; and

WHEREAS, the Lessee agrees to complete the Arena on the premises and will maintain and secure the Premises;

WITNESSETH:

IN CONSIDERATION of the covenants, and stipulations herein contained on the part of LESSEE to be paid, kept and faithfully performed, LESSOR does hereby lease, demise and let unto said LESSEE those certain Premises located on Clatsop County 4-H & Extension Service District property as depicted on Exhibit A (account ID#19819, map #807300001101); AS IS, and situated in the County of Clatsop, and State of Oregon.

TO HAVE AND TO HOLD the above described premises for a period of time commencing on February 1, 2021 and ending at midnight on January 31, 2026.

CONSIDERATION for this Lease shall be LESSEE's payment of \$1.00 per year payable on or before June 30 of each year. Receipt of \$1.00 for the first year is hereby acknowledged. Plus, timely and annual payment of any real and personal property taxes attributed to LESSEE's use of the demised premises. LESSOR acknowledges that LESSEE will attempt to qualify for an exemption from assessment for such real and personal property taxes, in which case LESSEE would not be responsible to pay any such taxes pursuant this lease. LESSEE shall also pay utility payments when due.

IN CONSIDERATION of the leasing of the said premises and the mutual agreements herein contained, the parties agree as follows:

SECTION 1. USE OF PREMISES

LESSEE shall use the premises for the construction of a 4-H Arena built to specifications which have been approved by LESSOR and for the occupation, maintenance and use thereof for horse and livestock related purposes 4-H activities and for no others without the express written consent of LESSOR, said consent to be in LESSOR's sole discretion. LESSEE shall not make any unlawful, improper or offensive use of the premises.

SECTION 2. TITLE

LESSOR makes no representation as to the suitability of the premises for any particular purpose. LESSOR does not warrant or guarantee the extent to which it has title or interest in the premises, if any. LESSEE waives any and all rights or claims they may have against LESSOR, or any nature, which might arise at any time by reason of LESSOR having less than clear title or no title to the premises; or that might arise as a result of LESSEE's inability to make a particular use of the property.

SECTION 3. COMPENSATION FOR IMPROVEMENTS

3.1 LESSOR shall not be required to make any repairs, alterations, additions or improvements to or upon the premises during the term of this Lease, LESSEE hereby agrees to maintain and keep the premises, including all improvements constructed thereon, in good order and repair during the entire term of this Lease, at LESSEE's own cost and expense. LESSEE agrees to manage, maintain and secure the premises as stated in Exhibit B, the Koppisch Road 4-H Arena Plan. It is further agreed that LESSEE will make no significant alterations, additions or improvements to or upon the premises without the written consent of LESSOR first being obtained.

3.2 LESSEE shall be responsible for and pay all utility costs associated with the use, construction and maintenance of the demised premises and any improvements constructed thereon.

3.3 Except as provided above, LESSEE shall make no improvements to the premises, nor cause waste to the natural character of the premises without the express written consent of LESSOR said consent to be in LESSOR's sole discretion.

3.4 LESSEE shall not display any signs on the outside walls of any improvements located upon the subject premises or in the windows thereof or on the grounds without first obtaining the consent of LESSOR, or its designee, which consent shall not be unreasonably withheld.

3.5 LESSEE shall not be entitled to any compensation from LESSOR for the cost of any improvements or work done in connection with this Lease. LESSOR shall

not be required to make any repairs, alterations, additions or improvements to the demised premises. Provided, however, that within ninety (90) days of the termination of this Lease LESSEE shall be entitled to dismantle or otherwise remove any structures placed upon the premises by LESSEE provided LESSEE leaves the premises in a safe and usable condition free from debris or other hazards. If LESSEE fails to remove said structures within the ninety (90) day period then all right, title, and interest therein shall pass to LESSOR free from any claim or interest of LESSEE.

3.6 LESSOR is under no obligation to repair the premises in the event that they would be damaged or destroyed resulting from any occurrence of any kind.

3.7 On termination of this Lease, unless for cause, LESSOR agrees to assist LESSEE in realizing a return on the 4-H. This is in recognition of the community wide effort to construct the 4-H Arena. To such end, LESSOR and LESSEE may negotiate in good faith regarding extensions of the 90-day dismantling or removal of structure provision of paragraph 3.5, but neither party is hereby bound to extend said 90-day period.

SECTION 4. LIENS AND ENCUMBRANCES

LESSEE shall not permit any lien or encumbrance of any kind, type, or description to be imposed upon the premises or upon any improvements presently located thereon or hereinafter constructed. Should LESSEE allow the imposition of any such liens or encumbrances, LESSOR, in its sole discretion, may expend whatever sums it deems appropriate to defend, negotiate or settle said lien or encumbrance and LESSEE shall become liable to LESSOR for any such sums expended by LESSOR including attorney fees.

SECTION 5. INSURANCE AND INDEMNITY

5.1 LESSEE shall obtain and maintain General Liability Insurance for Bodily Injury and Property Damage on an "occurrence" form (CG 2010 1185 or equivalent) including contractual liability occurring in the course of or in any way related to Provider's operations, in an amount not less than \$2,000,000 each occurrence and \$3,000,000 general aggregate. All insurance shall name Clatsop County and the 4H Service Extension District as an additional insured. Additional Insured coverage under Contractor's Commercial General Liability will be provided by endorsement. Additional insured coverage shall be for both on-going operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Waiver of Subrogation endorsement via ISO form CG 2404 or its equivalent shall be provided.

5.2 LESSEE shall carry participant and spectator accident insurance in an amount not less than \$25,000 for all accidents that take place at the facility or coming and

going. This policy will allow for both primary or excess coverage over the participants or spectators own health insurance.

5.3 LESSEE shall maintain fire and casualty insurance on the premises.

5.4 Except for claims arising solely from the negligence of LESSOR, its employees or its agents, LESSEE agrees to indemnify and hold LESSOR harmless from and against all actions, suits, claims and demands for loss or damage, including property damage, personal injury and wrongful death, arising out of or in connection with LESSEE and their lease of the premises, including any claims for attorney fees and costs.

5.5 LESSEE further agrees to indemnify and hold LESSOR harmless from and against any and all actions, suits, claims and demands for damage of any kind from anyone, including LESSEE, which might arise by virtue of LESSOR leasing these premises without going to bid or without clear title thereto or allegedly without complying with Oregon law.

5.6 LESSEE further agrees to defend LESSOR, its agents and employees against any such claims and to further reimburse LESSOR for its reasonable expenses, costs and attorney fees associated with defending any such claims, even though no suit or action is instituted.

SECTION 6. RIGHT OF ASSIGNMENT

LESSEE will not assign, transfer, pledge, hypothecate, surrender or dispose of this Lease or any interest herein or permit any other person or persons whomsoever to occupy the demised premises without the written consent of LESSOR obtained in any special, emergency or regular meeting of the Clatsop County Board of Commissioners, such consent to be in LESSOR's sole discretion. This Lease is personal to said LESSEE. LESSEE's interests, in whole or in part, cannot be sold, assigned, transferred, seized or taken by operation at law or under or by virtue of any execution or legal process, attachment or proceedings instituted against LESSEE or in any other matter, except as above mentioned.

SECTION 7. INDEPENDENT CONTRACTOR STATUS

With respect to any work performed by LESSEE on or to the premises, LESSEE shall be an independent contractor and will be responsible for any Federal or State taxes applicable to services rendered by contractor, his employees and agents and will not be eligible for any benefits as a result of payments pursuant to this Agreement for Federal Social Security, State Workers' Compensation, Unemployment Insurance or Public Employees' Retirement System benefits.

SECTION 8. MISCELLANEOUS PROVISIONS

8.1. It shall be lawful for LESSOR, its agents and representatives, at any reasonable time to enter into or upon said demised premises for the purpose of examining into the condition thereof or any other lawful purpose.

8.2. In the event LESSEE for any reason shall hold over after the expiration of this Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a tenancy from month to month, which may be terminated at will at any time by LESSOR.

8.3. Any waiver by LESSOR or any breach of any covenant herein contained to be kept and performed by LESSEE shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent LESSOR from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

8.4. Any notice required by the terms of this Lease to be given by one party to the other or desired so to be given, shall be sufficient if in writing, contained in sealed envelope, deposited in the U.S. Registered Mails with postage fully prepaid and if intended for LESSOR herein, addressed to LESSOR at Clatsop County Manager, 800 Exchange Street Suite 410, Astoria, Oregon 97103 and if intended for LESSEE herein, addressed to LESSEE at 2001 Marine Dr. Suite 210, Astoria, Oregon 97103. Any such notice shall be deemed conclusively to have been delivered to the addresses thereof 48 hours after deposit of such notice in the U.S. Registered Mails.

8.5. LESSEE will not make any unlawful, improper or offensive use of said premises; they will not suffer any strip or waste thereof; they will not permit any objectionable noise or odor to escape or to be emitted from said premises or do anything or permit anything to be done or about said premises in any way tending to create a nuisance; they will not sell or permit to be sold any spirituous, vinous or malt liquors on said premises, excepting such as LESSEE may be licensed by Law to sell and as may be herein expressly permitted; nor will they permit to be sold any controlled substance on or about said premises.

8.6. This Lease can be terminated immediately if LESSEE fails to abide by the conditions set out herein or at any time by either party without cause upon one-hundred-eighty (180) days written notice to the other. Any termination of this Lease will not act to relieve LESSEE of their responsibilities set forth in Section 5.3, 5.4 and 5.5 above.

8.7. All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, to the heirs, executors, administrators, successors and, so far as this Lease

is assignable by the terms hereof, to the assigns of such parties.

8.8. LESSEE agrees to obey all Federal, State, County, and City laws, regulations and ordinances pertaining to LESSEE's use of the demised premises.

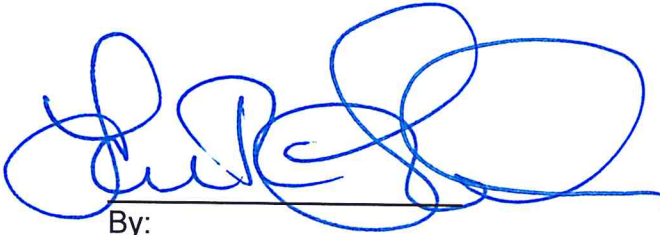
8.9 If a gate is installed across the access road to the premises, LESSEE shall have a key and be permitted access at any time during the term of this Lease. LESSEE shall be responsible for insuring that said gate is kept closed and/or locked when not needed to be open to provide such access.

8.10. In construing this Lease, it is understood that LESSOR or LESSEE may be more than one person, that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter and that generally, all grammatical changes hereof apply equally to corporations and to individuals.

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

LESSEE:

4-H Leaders Association



By: _____

LESSOR:

Clatsop County Board of
Commissioners

Don Bohn, County Manager

Approved as to form:

County Counsel

Approved as to form:

Counsel for 4-H Leaders

Exhibit “A”



Koppisch Rd 4-H Arena Plan

The Koppisch property was given to 4-H many years ago. For the past 15 years, it has not been used in any 4-H capacity. In the summer of 2020, a 4-H leader from Knappa, wanted to get it active again. It was upgraded and 4-H members will once again be able to benefit from the kind donation. This property will be able to be used by all 4-H members/clubs no matter what the project. The following plan will be overseen by the Clatsop County 4-H Association. 4-H leaders and members will work to assure its completion and upkeep.

Security:

- There are 3 rails around the arena that equal a 5’ height for the fencing.
- There are 2 locked gates on the property
- No Trespassing signs will be posted
- Signs indicating Property Use for 4-H ONLY
- An additional 5 foot fence surrounding the whole property will be added if requested.
- Trail cameras with signs will also be added if requested.

Maintenance:

- 4-H Leader (Alicia Sutton) will be in charge if there are any structural or grounds matters as in Fencing, Rails, Footing, Etc.
- The funding/donations of the maintenance will come from 4-H club(s)
- 4-H clubs will do work parties to help maintain property: mow, cut back black berry bushes, etc.
- 4-H Leader(s) will make sure that the maintenance gets done.
- This will all be under the guidance of the 4-H Association

Funding/Insurance

- Costs to maintain the property and pay the insurance will come from donations and the 4-H Association.

Management:

- A Check In and Out Log will be at the Two Old Goats Farm and Feed Store.
- The key will be housed at the Two Old Goats Farm and Feed Store
- A sign up calendar will be held at the Two Old Goats Farm and Feed Store
- There will be a rule sheet at the Two Old Goats Farm and Feed Store stating how to leave the arena when clubs are done.

- There will be a rule sheet at the arena in visible sight.
- A second key will be held with a local volunteer.

Daily review of the property:

- Local 4-H volunteers will check the property each day to make sure it is cleaned and locked up.
- A key check will also be made to 2 Old Goats Farm and Feed to make sure the key is back up there for the night.
- There will be a sign off sheet to make sure these checks are done each day.



Evanston Insurance Company
Markel American Insurance Company
Markel Insurance Company

SPECIAL EVENT SUPPLEMENT

(Include Acord application)

APPLICANT INFORMATION:

Applicant's Name: Clatsop 4H Association Location Address: Tax Map 807300001101
Mailing Address: 2001 Marine Drive Room 210
Astoria, OR 97103

A. Description Of Event (attach any flyers, brochures, etc.):

4-H youth will work their animals at an arena at the above noted location

1. Maximum ^{weekly} ~~daily~~ attendance: <10 Total attendance: ✓ Sales: \$ ✓
2. Length of event: 2-3 hrs. 1-2 meeting a week Estimated age group of audience: From 9 to 19
3. Number of Participants: 10-30
4. Do participants sign waiver of liability agreements? When they sign up with 4-H through OSU ☒ Yes ☐ No

B. Applicants Experience in conducting events of this similar nature:

4-H has years of experience running club meetings & events

1. Has this event been held before? ☒ Yes ☐ No
If yes, how many years? Club meetings - yes

C. Rides:

1. Will rides be provided? NA ☐ Yes ☐ No
If yes, type of rides: _____
2. Do rides have signs clearly marking age, height, and size limitations? ☐ Yes ☐ No

D. Entertainment:

1. Will live entertainment be provided? NA ☐ Yes ☐ No
If yes, please describe: _____
2. If a concert, type of music: ☐ Classical ☐ Jazz ☐ Rap ☐ Blue Grass ☐ Country/Western
☐ Gospel ☐ Gothic ☐ R & B ☐ Hard Rock ☐ Heavy Metal
☐ Alternative ☐ Hip hop ☐ Other: _____

3. If fireworks are planned, is pyrotechnician licensed and insured? ☐ Yes ☐ No
4. Does applicant obtain a certificate naming him as an additional insured? ☐ Yes ☐ No
5. Distance between fireworks staging area and audience? _____
6. Spectators allowed in fireworks staging area? ☐ Yes ☐ No

E. Security: (indicate type and number of each)

N/A

- ☐ Independent security company _____ ☐ Off-duty police _____ ☐ Employed security _____
- ☐ Chaperons _____

1. Is there a written emergency plan in the event of an accident? ☐ Yes ☐ No
2. Does independent security company provide a certificate of insurance? ☐ Yes ☐ No

F. Stadiums:

N/A

1. Are bleachers or platforms to be used? ☐ Yes ☐ No

If yes, type: ☐ Portable ☐ Permanent Back and side railings provided? ☐ Yes ☐ No

Construction: ☐ Wood ☐ Steel ☐ Concrete Height in feet: _____

Age of bleachers or platform: _____

2. Are patrons protected from and warned against potential flying objects? ☐ Yes ☐ No
3. Are patrons allowed on the field, track, or pit area? ☐ Yes ☐ No
4. Is public address system clearly audible in all parts of the facility? ☐ Yes ☐ No
5. Is there a backup electrical supply for lighting and the public address system? ☐ Yes ☐ No

G. Traffic Control:

N/A

1. Who is responsible for crowd and traffic control? _____

2. Are parking areas smooth with clearly marked parking areas and exit roads? ☐ Yes ☐ No
3. Is parade route able to handle size and height of floats and are cross streets barricaded? ☐ Yes ☐ No

H. Liquor:

1. Is liquor to be served by applicant?

N/A

☐ Yes ☐ No

If yes, please explain: _____

2. Does applicant want: ☐ Host liquor ☐ Liquor Liability (available in selected states only)

3. Is liquor to be served by others? ☐ Yes ☐ No

If yes, please explain: _____

I. First Aid:

1. Will first aid facilities be provided at the event? ☐ Yes ☒ No

If yes, please describe _____

If yes, who will be in charge of the facilities? ☐ Doctors ☐ Nurses ☐ Others: _____

2. If applicant is the sponsor, does the operator have liability insurance?

☐ Yes ☐ No

If yes, name of insurance carrier: _____

Policy limits of liability: \$ _____

J. Hold-harmless Agreements:

1. Is applicant held harmless by others?

☐ Yes ☒ No

2. Does applicant agree to hold any third party harmless?

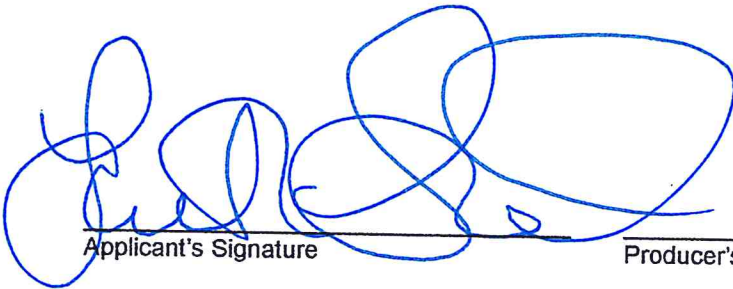
☒ Yes ☐ No

If yes, who? Clatsop County & Oregon State University

3. Do independent contractors and vendors provide proof of General Liability coverage, including products?

☐ Yes ☐ No

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. This application does not bind any of the parties to complete the insurance transaction.



Applicant's Signature

Producer's Signature

Date

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

January 27, 2021

Issue/ Agenda Title:	Adopt the Clatsop County Strategic Plan for FY 2021-22
Category:	Business Agenda
Prepared By:	Don Bohn, County Manager
Presented By:	Don Bohn, County Manager

Issues Before the Commission:	Shall the Board of Commissioners adopt the Strategic Plan for FY 2021-22; which outlines priority actions/efforts for the next fiscal year?
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Informational Summary:	<p>The Clatsop County Board of Commissioners partnered with the Center for Public Service at Portland State University in January 2020 to initiate a strategic planning process. The goal was to create an annual strategic plan that would integrate and inform the budget process, ultimately include performance measurements and provide a continuous communication/feedback loop to the public (for transparency and accountability).</p>
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The Board of Commissioners developed the FY 2021-22 Plan during six work sessions and more than fifteen (15) focus area meetings. The process design allowed the Board, staff and stakeholders the opportunity to identify, discuss and agree on a range of priorities and actions.

The planning process included 1) a situational assessment of forces with the potential of influencing public policy, 2) vision, mission and values, and 3) focus areas with a limited number of priority actions for particular effort/investment over the next fiscal year. The focus areas included: Governance, Infrastructure, Economic Development, Environmental Quality and Social Services.

A total of 33 potential actions were identified as part of the focus groups; with 14 moving forward for priority efforts over the next 12-18 months. In the Strategic Plan, these priority actions are referred to as Tier 1 and Tier 2. The Tier 3 actions (not part of the fourteen), will be addressed as time allows or reconsidered as part of the FY 2022/23 process.

Once the Board has adopted the Strategic Plan, staff will develop individual work plans for the 14 priority action items. These work plans will provide further process, budget, and citizen engagement details for each item. The Strategic Plan and work plans will also inform the FY

2021-22 budget process; ensuring the spending plan reflects the Board's priorities.

As this is the first year of this new planning and integration process; staff anticipates ongoing and iterative adjustments to the process and subsequent plans. We will continually apply "lessons-learned" and provide a transparent and relevant process and product.

The attached Strategic Plan is a draft as there may be minor edits involved but will not change the substantive content.

Fiscal Impact: The FY 2021-22 proposed budget will include spending plans that represent the priority actions identified in the Plan. These will be detailed as the individual work plans are integrated into the budget process and presented to the Budget Committee and Board of Commissioners.

Options to Consider:

1. Adopt the FY 2021-22 Strategic Plan as presented or with amendments.
2. Do not adopt the FY 2021-22 Strategic Plan.

Staff Recommendation: Option #1

Recommended Motion:

"I move that the Board of Commissioners adopt the FY 2021-22 Strategic Plan."

Attachment List

- A. FY 2021-22 Draft Strategic Plan

Strategic Plan for Clatsop County

DECEMBER 2020

DRAFT



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Acknowledgments

In January 2020, Clatsop County partnered with the Center for Public Service (CPS) at Portland State University to work on a variety of topics related to county governance, planning, and policies. A first and central element of the work plan was the development of a Strategic Plan (the Plan) to guide County priorities and work during FY 2021–22.

CPS and the County Board of Commissioners worked jointly to create the Plan:

- The roles of CPS was to (1) design the planning process (including products, tasks, and schedule); (2) provide technical analysis and drafting of the Situation Assessment, and Vision, Mission, and Values; (3) facilitate Board of Commissioner work sessions to discuss, modify, and agree on interim and final products; and (4) consolidate and organize all work into a draft report.
- The roles of Clatsop County was to (1) coproduce and manage the project with CPS; (2) organize and support focus-area work groups, and prepare of focus-area reports; and (3) review all materials and products.

This project benefited from the active leadership and participation of the Board of Commissioners, County management team, and stakeholders/partners representing a wide range of community-based organizations and interests.

For more information about this report:

Go to the Strategic Plan section of the Clatsop County website:

www.co.clatsop.or.us/boc/page/draft-strategic-plan-2020

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Table of Contents

1 INTRODUCTION	1
A Strategic Plan for Clatsop County	1
How to read this Strategic Plan	2
2 FOUNDATION FOR ACTION	3
Vision for County Government	3
Mission for County Government	3
Values for County Government	3
3 SITUATION ASSESSMENT	5
Forces affecting the County's ability to deliver services	5
County performance on service delivery	6
4 COUNTY PRIORITIES AND ACTIONS	7
Agreeing on priorities	7
Actions to address priorities	11
Governance	11
Infrastructure	13
Economic Development	14
Environmental Quality	15
Social Services	16
Next steps: implementation and on-going evaluation and planning	17
5 FOR MORE INFORMATION	19
Overview of the planning process (Chapter 1)	19
Vision, Mission, and Values (Chapter 2)	19
Situation Assessment (Chapter 3)	19
Focus Areas and Actions (Chapter 4)	19

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Summary

This document is a Strategic Plan for Clatsop County (adopted January 2021). It describes the County's priority issues (referred to in this Plan as focus areas) for at least the next 18 months, and the actions that the Board of Commissioners and staff will be working on to address those issues.

OVERVIEW OF THE STRATEGIC PLAN

The Strategic Plan, and the effort that created it, built from the assumption that the mix, quantity, quality, effectiveness, and fairness of services that Clatsop County delivers can be improved. The improvements come from both *doing the right things* (which, in a world of constrained funding, requires hard choices about priorities) and *doing things right* (the details of how and how well the chosen types, quantity, and quality of services are provided). The Plan addresses both, but more work on “how” will occur as the County works on implementing the actions the Plan recommends (in Chapter 4).

The Board of Commissioners developed the Plan during six work sessions and 15 meetings related to five selected focus areas (Chapter 1 provides more information about the planning process). The process design allowed the Board, staff, and stakeholders to identify and agree on a range of priorities and actions, and demonstrate to others the reasons for their decisions. Through the process, about a dozen supporting documents were developed. They primarily addressed:

- The County's Vision, Mission, and Values (Chapter 2).
- The major forces (current and potential future; internal to County operations and external) that the County should consider as it decides on priorities and actions (Chapter 3).
- The decisions of the Board of Commissioners about focus areas and actions (Chapter 4).

Chapter 5 describes key supporting documents and how to find them.

The Plan moves from broad Goals and Issues to more specific Actions by addressing topics in the following order: the

- *What we want.* Goals and objectives, and a vision for the future of Clatsop County.
- *How we will act.* Clatsop County's role in achieving those goals (its mission), and the values it will honor as it works to achieve its mission.
- *The factors our decisions should consider.* An assessment of the past, current, and potential future conditions that create opportunities and present constraints for achieving the goals, vision, and mission.
- *Our priority areas for County action.* Needs and desires always exceed resources—priorities help allocate them where they are most needed.
- *What we will do.* Specific actions Clatsop County will pursue.

EARN THIS REPUTATION (ITS VISION)...

BY ACHIEVING ITS GOALS AND MISSIONS...

The County will (1) clearly specify the broad services it believes community members want and are willing to support, and then (2) provide those services effectively, efficiently, within budget, fairly, and in partnership with other public, private, and non-profit sector service providers.

WHILE HONORING ITS VALUES.

- ***Engagement and Collaboration.*** Leadership in county-wide coordination of services and problem solving: convene, engage, listen to, and cooperate with community members and stakeholders of various and diverse backgrounds, experiences, thoughts, and perspectives.
- ***Equity.*** Fair treatment, access, opportunity, and advancement for all.

- ***Effectiveness and Efficiency.*** Decisionmaking and operations that effectively achieve outcomes consistent with the vision, and do so efficiently.
- ***Transparency and Accountability.*** Public policy decisions made in open meetings; County accountable for its decisions and their implementation.

MORE SPECIFICALLY, THE COUNTY WANTS THIS PLAN TO HELP IT:

MAKE IMPROVEMENTS IN FIVE FOCUS AREAS...	Governance	Infrastructure	Economic Development	Environmental Quality	Social Services
BY DIRECTING COUNTY RESOURCES TOWARDS THESE ACTIONS.	G1 Improve governance processes	I1 Housing strategies (Part 1)	ED1 North Coast Business Park.	EQ1 Environmental Quality Action Team	SS1A Drop-in center
	G2 Community Engagement Plan	I2 Housing strategies (Part 2)	ED2 Evaluation of regulatory barriers/gaps	EQ2a Water assessment	SS1B Childcare strategy
		I1b Internet strategy		EQ2b Fire protection education	
		I2b COL-PAC Business Assistance Team		EQ2c Visitor education	

1 Introduction

A STRATEGIC PLAN FOR CLATSOP COUNTY

The primary mission of local governments, including Clatsop County, is to deliver services. In Oregon, the majority of county services and funding sources are prescribed by statute and are similar across counties. What varies are unique geographic, demographic, cultural, and economic attributes; aspirations for quality of life; and the willingness and capacity to work on those aspirations. These local conditions inform and influence elected governing bodies as they set policy-making approaches and priorities. Though counties have similar broad goals, these differences lead to unique approaches and outcomes in each county.

Clatsop County engaged in a standardized strategic planning process to collaboratively identify, define, and prioritize public-policy initiatives, based on an assessment of past trends and possible future conditions. The process engaged elected officials, staff, stakeholder groups, and the general public in a discussion and decisions about:

- **What we want.** Goals and objectives, and a vision for the future of Clatsop County.
- **How we will act.** Clatsop County's role in achieving those goals (its mission), and the values it will honor as it works to achieve its mission.
- **The factors our decisions should consider.** An assessment of the past, current, and potential future conditions that create opportunities and present constraints for achieving the goals, vision, and mission.
- **Our priority areas for County action.** Needs and desires always exceed resources—priorities help allocate them where they are most needed.
- **What we will do.** Specific actions Clatsop County will pursue.



The Plan was developed in phases:

- **Jan–Feb, 2020, Process Design.** Preliminary review of documents; facilitate two focus groups and interviews with the Board of Commissioners; revise scope of work.
- **Mar–Jun, 2020, Situation Assessment.** Review and evaluation of reports, data, and opinions to create a description of (1) the forces (demographic, social, technological, economic, environmental, political) affecting the County's ability to deliver services, (2) County performance in service delivery, and (3) implications for content, development, and focus of the Strategic Plan.
- **Apr–Aug, 2020, Vision, Mission, Values.** Services residents and stakeholders want, and their implications for a future (vision) and the role the County should play in trying to achieve it.
- **July–Oct, 2020, Focus Areas and Actions.** Based on the prior work, (1) identification of areas requiring attention, and (2) prioritization of actions to address the issues.
- **Oct–Dec, 2020, The Plan Document.** Draft plan; Board of Commissioners discussions; revised and final plan.
- **Jan, 2021, Plan adoption.** End of the planning process; beginning of the implementation process.

The Board of Commissioners developed the plan during six work sessions and 15 meetings related to five selected focus areas. Through the process, a dozen supporting documents were developed (see Appendices, Chapter 5). The process design allowed the Board of Commissioners, staff, and stakeholders to identify and agree on a range of priorities and actions, and demonstrate to others the reasons for their decisions.

A couple of notes to further frame the Plan:

1. The Plan does not conclude that the selected focus areas are the most important services the County provides in absolute terms. Many critical services (e.g., public safety and justice, transportation) are not included in the FY 2021–22 focus areas. The Board of Commissioners selected the focus areas based on (1) interpretation of public interest priorities for FY 2021–22; (2) quality of life goals; and (3) areas where County leadership is required to move initiatives forward.
2. COVID-19 is clearly a critical issue for Clatsop County. In February 2020 the County began developing policy and implementing operational changes focused on the COVID-19 response and mitigation. The County Commissioners decided not to make COVID-19 a focus of the strategic plan because it is already receiving significant political and administrative attention.

HOW TO READ THIS STRATEGIC PLAN

This Plan addresses the typical elements of strategic plans as summarized below:

- **Chapter 2, *Foundation for Action*.** What the County wants: vision and goals. How it will act in achieving those goals: mission and values.
- **Chapter 3, *Situation Assessment*.** Past, current, and potential future conditions that create opportunities and present constraints for achieving the goals, vision, and mission.
- **Chapter 4, *County Priorities and Actions*.** What the County will do.
- **Chapter 5, *For More Information*.** A list and short description of documents that the Plan used, and in many cases created, to support the conclusions in Chapters 2, 3, and 4.

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2 Foundation for Action

Clatsop County is committed to meet and exceed the expectations of the community it serves. As it does so, it will be guided by its Vision, Mission, and Values.

VISION FOR COUNTY GOVERNMENT

In a world of change and uncertainty, people trust Clatsop County to provide public facilities and services—effectively, efficiently, equitably, and in partnership with other public and private service providers—that are essential elements of a high quality of life, including economic prosperity, ecosystem integrity, health, safety, and social connection.

MISSION FOR COUNTY GOVERNMENT

The County will (1) clearly specify the broad services it believes community members want and are willing to support, and then (2) provide those services effectively, efficiently, within budget, fairly, and in partnership with other public, private, and non-profit sector service providers.

VALUES FOR COUNTY GOVERNMENT

As it carries out its mission to pursue its vision for service, the County will pay attention to:

- **Engagement and Collaboration.** Leadership in county-wide coordination of services and problem solving: convene, engage, listen to, and cooperate with community members and stakeholders of various and diverse backgrounds, experiences, thoughts, and perspectives.
- **Effectiveness and Efficiency.** Decisionmaking and operations that effectively achieve outcomes consistent with the vision, and do so efficiently.
- **Equity.** Fair treatment, access, opportunity, and advancement for all.
- **Transparency and Accountability.** Public policy decisions made in open meetings; County accountable for its decisions and their implementation.

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3 Situation Assessment

The Assessment provided information about issues and opportunities to inform the Plan's priorities and actions. It relies on information from a review of relevant documents provided by the County; interviews with County staff, elected officials, and stakeholders; a survey of senior County staff; and a review of reports and articles on a broad range of external forces that may influence the delivery of services in the future.

The Assessment identifies the County's internal Strengths and Weaknesses related to its primary mission (the delivery of certain public services to County households and businesses), and the external Opportunities and Threats that it faces as it goes about delivering those services. The presumption is that information and discussion about those factors will help the County government identify and prioritize areas for improvement and action.

FORCES AFFECTING THE COUNTY'S ABILITY TO DELIVER SERVICES

Many forces out of the County's control impact its ability to deliver services. This Assessment looks at some of the key ones in five categories:

- **Demographic and Social.** The demographic and socioeconomic characteristics of the population served by a County largely determine the type and quantity of services the County provides.
- **Technological.** Change may allow or require a County to reshape its service infrastructure to improve the cost or quality of services.
- **Economic.** Fluctuations in County, state, national, and global economies will affect the services residents need and can afford, and the County's ability to provide those services at an affordable cost.
- **Environmental.** Some environmental issues are local and can be partially controlled; broader issues and state and federal mandates are conditions that a County cannot control, but must respond to.
- **Political.** The actions of other political entities can affect County service provision directly (e.g., federal or state mandates); local interest groups can sometimes cause policy to shift unexpectedly and rapidly.

At least two important issues cross-cut these five categories of external forces. First, all forces have associated uncertainty, and for several the level of uncertainty seems to be growing, especially environmental (to climate, wildfire, and earthquake/tsunami, one can now add pandemic) and economic (this time strongly related to the pandemic). Second, the distribution of the impacts of forces (variously referred to as fairness, equity, or social justice) has always mattered, but politics are changing to give it the attention it merits. The Assessment deals with these issues not as a separate category of forces, but as ones that need to be addressed as appropriate when considering the five categories of forces listed above.



At the end of 2019, the documents reviewed painted this picture:

POSITIVES

- Good economy nationally and locally; expectations of population growth and economic growth for the County
- County government: good cash reserves; good staffing; commitment to work on improving “governance”

ISSUES

- Socio-demographic: aging population; childcare; addictions; affordable housing
- Economics: historical reliance on a few industries (natural resource and tourism); need for diversity and resilience; distribution of income among households
- Environment: sustainable practices for renewable resources; climate change
- Technology: digital gap (certain locations and household types with poor or no access to internet); aging facilities and infrastructure, with some deferred maintenance
- Policy: need for stronger partnerships with agencies and interest groups; political polarization

By March 2020, the effects of a global pandemic radically changed forecasted trajectories and issues:

POSITIVES: DECREASED SUBSTANTIALLY

- Economic growth goes negative; immediate demands on cash reserves

ISSUES: NEW ONES

- Need to direct County resources (funding and staff time) to COVID and away from some programmed activities and improvements
- New and expanding health and social issues
- Restructuring County practices to deal with social distancing (short-run costs, but potential longer-run benefits)

ISSUES: EXISTING ONES GET MORE COMPLICATED AND ACUTE

- E.g., jobs, income, childcare, digital gap, homelessness, partnership, prioritization

COUNTY PERFORMANCE ON SERVICE DELIVERY

The conditions described above are important in the context of this Plan because they affect the County’s ability to successfully perform on its stated mission: to effectively, efficiently, and fairly provide services that community members want and are willing to support. As a baseline, this Assessment looked at how well the County is doing on that mission now:

POSITIVE

- New County Manager; focus and improvement on management / staff / Commission communication and relationships
- Good evaluations of County services: internal (department manager surveys), and external (stakeholder interviews and focus groups)
- Willingness to evaluate and improve

AREAS FOR IMPROVEMENT

- Governance: evaluation, documentation, decision-making
- Partnerships with stakeholders/customers and co-producers of services
- Specific service areas: e.g., homelessness, childcare, disaster preparedness

During the Assessment and its discussion by the Board, many ideas surfaced about issues and opportunities this Plan might address. The Board recognized the challenge: the County does not have the resources and time to work on all the issues simultaneously—a subset of priorities must be selected. That was addressed in the next phase of work on the Plan, described in the next chapter.

4 County Priorities and Actions

AGREEING ON PRIORITIES

Through the planning process, the County identified opportunities and challenges for further consideration and evaluation. It refined its preliminary list by identifying: (1) issues most important to address in FY 2021 and FY 2022, and (2) actions to address the issues.

This Plan identifies areas that require special attention of the Board of Commissioners and staff. Such attention could be needed because the issues are new, emerging, and important; or because the development and implementation of solutions to older issues need a boost from renewed County commitment and resources; or because cross-departmental or cross-institutional issues make it difficult for individual departments or institutions to make progress; or because of some other reason.

The Board of Commissioners discussed some aspect of potential issues in every work session. In July and August it settled on five categories of issues, called focus areas (also called priority-issue areas). In September and October, five work groups (each led by a Commissioner and composed of key staff members and outside stakeholders) met to create, debate, and agree on a report about each focus area (issues and potential actions).

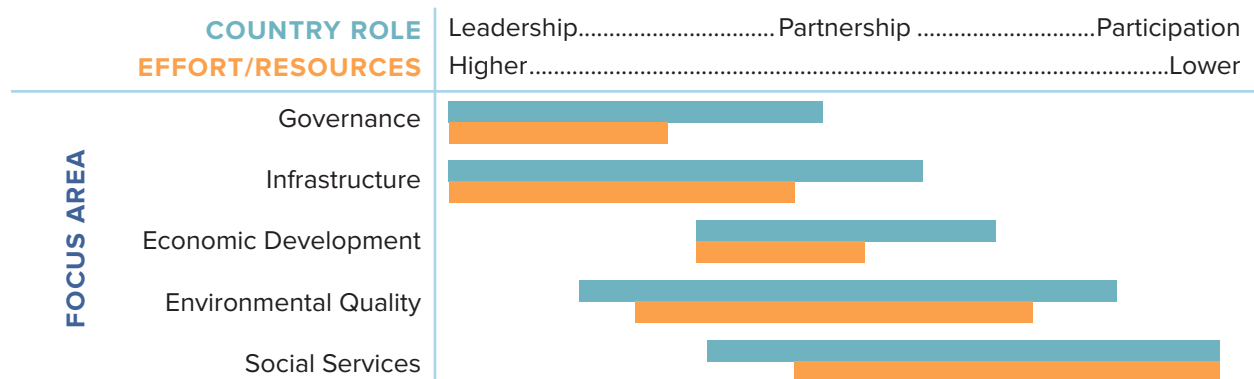
The five focus areas, and the Commissioner assigned to chair each, were:

- **Governance** (Commissioner Sullivan): The roles, relationships, and processes that allow the County to choose and deliver valued services (consistent with the County's Vision, Mission, and Values) in ways that are effective, efficient, and transparent.
- **Infrastructure** (Commissioner Thompson): A narrow and typical definition of public infrastructure is utilities provided by the public sector (e.g., roads, water and wastewater treatment plants and pipes). A broader definition includes buildings and public spaces. For the purposes of this first version of the Strategic Plan, "Infrastructure" is simply an umbrella term for three issues the Board identified for special attention: affordable housing, broadband and child care.
- **Economic Development** (Commissioner Kujala): Actions related to creating and sustaining a strong, diverse, and resilient economy, including, for example, ones that address job retention and creation, family wage incomes, infrastructure, land development and specific sectors such as the arts.
- **Environmental Quality** (Commissioner Wev): Actions that conserve, protect, and promote the sustainability of natural resources.
- **Social Services** (Commissioner Nebeker): Members of the community need assistance in a variety of areas that the County addresses in partnership with state and not-for-profit partners, for example: mental health, addictions, homelessness, and trauma (particularly in youth).



In November, the focus-area reports were the basis for a Commissioner work session that led to refinements and agreements on a subset of actions to include in this Plan. Staff developed, and Commissioners discussed and approved, a structure for organizing and prioritizing actions. It organizes actions not only by focus area, but also by the level of attention and resources that the actions will need. Exhibit 4-1 illustrates the concept.

Exhibit 4-1 Structure for thinking about how many actions the County can effectively address in its first phase



The County has a clear *leadership* role in the provision of many direct services: the Sheriff's Office, District Attorney, Juvenile Services, Community Development, Assessment and Taxation, County Clerk, Public Health, and Public Works are some examples. These critical community services are supported by the majority of the County budget. They have many moving parts that require continuous attention, which puts continuous and considerable demands for time on the Board of Commissioner, other elected officials, and staff.

In other cases, the County works in *partnership* with others to deliver services. This role may be performed via financial support, technical assistance, or serving as a "convenor." Examples of partnership include (1) economic development and the County's partnership with Clatsop Economic Development Resources; (2) mental health and addiction services with Columbia Behavioral Health (CBH) and other not-for-profit partners; and (3) convening multi-agency action teams to develop responses to affordable housing, homelessness, and more.

In yet other cases, the County does not have any management or operational responsibility, but agencies that do have such responsibilities benefit from the County's participation (e.g., via advice, advocacy, public relations).

The County role in service delivery often determines the level of effort required by the Board of Commissioner and staff. That point is important to this Plan because the Board of Commissioners and staff can devote only a finite amount of time to the new actions the Plan proposes—most of their time is and must be spent on existing operations (service delivery) and their management and oversight.

The five focus-area reports generated a total of 33 suggested actions. The reports recommended that 19 be considered for inclusion in the Plan for accomplishment in the next 18 months (to the end of fiscal year 2021/22)). At the Commission's work session in November, the County Manager noted that (1) all 33 actions have merit; (2) they differ in relative importance based on urgency, ripeness of the opportunity, and resource requirements; and (3) it will be challenging to implement the higher-priority actions in 18 months. The actions were categorized in the following tiers:

- **Tier 1.** Actions that address a key issue, need some significant Board and staff time (i.e., are mainly in an area where the County has a leadership role as a direct provider or co-provider of a service), and are important and possible to get done in 18 months. The County Manager suggested that the Commissioners and staff would be able to work on up to seven actions in Tier 1.
- **Tier 2.** Actions that are also important, but secondary in the next 18 months. Some are already in process, and some have the County in a partnership or support role—thus, the effort to make some progress may not be great. The aspiration is to accomplish these actions in 18 months, but that goal is subject to the stronger directive to get Tier 1 actions accomplished. The County Manager suggested that the Commissioners and staff would be able to work on up to seven actions in Tier 2.
- **Tier 3.** Actions of merit that will be pursued with minimal Board of Commissioner or staff investment, may be led or convened by a partner agency, and may be carried forward to FY 22–23.



The Board of Commissioners evaluated and categorized the proposed actions by the following:

- Does the action address a pressing need? Does the action need to be completed or started soon?
- To get action started or completed, is the special attention of the Board of Commissioners and staff necessary? Or will the current budget, staff work plan, and normal operations of staff be able to make progress on the action without a new initiative?
- What are the potential and likely benefits and costs of the action?

In advance of its work session on actions, the Board of Commissioners agreed to narrow its focus to the 19 actions that the focus-area reports recommended as candidates for accomplishment in the next 18 months. At its work session, the Board of Commissioners discussed the actions in the context of the ranking considerations above, and agreed on their assignment to tiers. Exhibit 4-2 shows the results, which organizes first by tier (1, 2, 3), and then within tier by focus area (G = Governance; I = Infrastructure; ED = Economic Development; E = Environment; S = Social Services). It results in seven actions each for Tier 1 and Tier 2, as suggested by the County Manager.

Exhibit 4-2 Commissioner decisions on actions, by tier

TIER 1		TIER 2	
G1	Improve governance processes	G2	Community engagement plan
I1a	Housing Strategies (Part 1, Overview)	I2a	Housing Strategies (Part 2, Specific)
I1b	Internet strategy	I2b	COL-PAC Broadband Action Team
ED1	N Coast Business Park	ED2	Eval. of regulatory barriers/gaps
EQ1	Environmental Quality Action Team	EQ2a	Water eval. (focus Clatsop Plains)
SS1a	Drop-in center (multiple services)	EQ2b	Fire protection education
SS1b	Childcare strategy	EQ2c	Visitor education
TIER 3		NOTES:	
G3a	Internal communication plan	<i>G = Governance; I = Infrastructure; ED = Economic Development; EQ = Environmental Quality; SS = Social Services</i>	
G3b	Equity/Inclusion program for Co. Services		
G3c	Youth Advisory board		
G3d	Review and update Board rules	<i>Numbering of actions changed for a few actions from order and numbers used in focus-area reports and in presentations and discussions at Commission Work Session 4. In table, Cap Letter is Focus Area; Number is Tier.</i>	
ED3a	Toolkit of business incentives		
ED3b	Use of state video lottery funds		
ED3c	Partner on Eval. of EcDev agencies activity	<i>Tier 1, S1b, was action IC1 in the Focus-Area report for Infrastructure. Moved to reflect that it is more a policy about Social Services, though it does overlap Economic Development, and could overlap Infrastructure (if facilities needed).</i>	
ED3d	Expand transit options for tourist traffic		
ED3e	Continue support of Clatsop Co. Arts Comm.		
ED3f	EcDev training for County Board of Comm.	<i>Tier 2, I2a, is a combination of Focus-Area report actions IH2, IH3, and SS2; all address Housing.</i>	
ED3g	Eval. EcDev opportunities Jewell & Westport		
EQ3a	Adopt the tsunami overlay zone		
EQ3b	Countywide salmon recovery plan		
SS3a	Resource Development Team for trauma		
SS3b	Sober-housing options		
SS3c	Strengthen Mobile Crisis Intervention		

More detail about the actions contained in this Plan are in appendices to this Plan (see Chapter 5, following, for links to those documents). That information includes:

- How an action will address the issue of importance
- How an action will fit with other current policies and activities
- Tasks and assignments
- Schedule
- Funding
- Monitoring progress and evaluating success.

ACTIONS TO ADDRESS PRIORITIES

This Plan describes 14 actions that the County hopes to begin in 2021, though it is unlikely to complete them all, even in 18 months. The County Commissioners agree that the tier-1 actions have a greater priority, and are likely to take more time and resources than the tier-2 actions.

The Plan describes the actions by *focus area*, and within focus areas by tiers. Within tiers, this Plan does not rank or sequence actions by priority.

Some ranking and sequencing is essential for the multiple actions to be addressed effectively. The committee work in September and October to create the five focus-area reports aimed to provide enough detail about actions for the Commissioners to gain a sense of their purposes, activities, and potential benefits and costs. That information allow Commissioners to make evidence-based decisions about the priorities for action across focus areas.

Those reports, however, do not provide a work plan that describes the tasks, roles, budget, product, schedule, and expected outcomes of each action. Thus, the expectation is that in the first quarter of 2021 staff will create a work plan for each of the 14 tier-1 and tier-2 actions, and then integrate those work plans into an overarching, integrated plan whose tasks and schedule is mindful of budget constraints and other demands on the Board of Commissioners and staff.

The rest of this chapter summarizes the tier-1 and tier-2 actions for each of the five focus areas.



GOVERNANCE

Most people, if asked about what local government is and does, would be most likely to respond with a list of a few facilities and services that they use or care about: emergency services, parks, schools, roads, A few might talk about a mayor, commissioner, council, or board that makes decisions. But only a small percentage would have a clear idea of which local government was delivering the services, how it made decisions, and all of the policy and personal interrelationships among local governments, state and federal government, and not-for-profit institutions that each local government must manage.

This Plan uses the term *governance* to refer to all the decisionmaking and management policies and procedures that aim to make Clatsop County operate effectively, efficiently, fairly, and transparently as it pursues the Vision, Mission, and Values and the delivery of relevant public policy and services.

Effective governance requires knowledge of roles and the resources and training to deliver them well. The roles in a Commission / Manager form of government can overlap but generally include the following:

Governing Body

- Represent community interests
- Collegial deliberation and decision-making
- Value and data-based policy making
- Organizational oversight/accountability
- Community leadership

Staff

- Effective and efficient operations
- Assistance with policy formation
- Policy implementation
- Policy and service evaluation
- Reporting/accountability to board and community

The focus-area report on governance recommended three top actions. For Tier 1 (**G1**) and Tier 2 (**G2**), Commissioners agreed on these actions:

- **G1, IMPROVE GOVERNANCE PROCESSES.**
Document and initiate implementation and training to integrate annual planning, budgeting, performance benchmarks and reporting to the public.
- **G2, COMMUNITY ENGAGEMENT PLAN.**
Develop Community Engagement Plan and enhance capabilities to execute.



INFRASTRUCTURE

Public infrastructure is used commonly to refer to utilities provided by the public sector (e.g., roads, water and wastewater treatment plants and pipes). A broader definition includes buildings and public spaces. For the purposes of its investigation of priority issues and actions, the Board of Commissioners included under “Infrastructure” three issues it agreed might need special attention: affordable housing, broadband (internet), and child care. It recognizes that definition does not encompass all the infrastructure needs of the community. It expects, however, strategic planning to be an annual exercise, and that other aspects of infrastructure actions will be evaluated and included in future iterations of the Plan.

The focus-area report on Infrastructure recommended one to three actions in each of three areas for improvement. For Tiers 1 and 2, Commissioners agreed on these actions:

AFFORDABLE HOUSING

- **I1a, Housing strategies (Part 1, Overview).** Form a working group to develop strategies for the County to be an active and strategic partner in the development of public, private and not-for-profit affordable housing units. Also identify county-owned property potentially suitable for affordable housing; initiate a process to engage public, private and non-for-profit partners in site-specific development options/strategies.
- **I2a, Housing strategies (Part 2, Specific).** The Board of Commissioners agreed to combine three potential actions related to housing (two from the Infrastructure report and one from the Social Services report) into one:
 - Form a working group to identify barriers and gaps to affordable housing and to identify what types of housing are missing.
 - Create a dashboard of all housing units in the development pipeline, including location, type, number of units/bedrooms, affordability, and development timeline.
 - Identify a variety of housing options that allows individuals to be able to transition from one environment to the next as their situation allows or warrants a change.

BROADBAND

- **I1b, Internet strategy.** Develop and implement a geographic specific strategy to improve internet connectivity to the most underserved communities in the short/medium term. Begin with the Jewell/Elsie/Vinemapple area based on the highest percentage of families without internet service. Develop a process that can be replicated in other communities in future phases.
- **I2b, COL-PAC Business Assistance Team.** Participate in the COL-PAC Broadband Action Team (BAT) process to develop a strategic plan to improve the hard fiber infrastructure for Columbia, Clatsop, Tillamook and western Washington County.



ECONOMIC DEVELOPMENT

A strong, diverse, and resilient economy is essential to meet the education, social, environmental, infrastructure, equity, and quality of life goals for the community. “Economic development” actions aim to help create and support such an economy, and include actions that address job retention and creation, family wage incomes, transportation, infrastructure, comprehensive community planning, and removal of regulatory barriers where feasible and appropriate.

The County’s role in economic development could be as a direct service provider, a partner, or a supporter. The County currently functions primarily as a partner and supporter; this Plan recommends that it continue in those roles. Economic development efforts at the local level require collaboration with the state and all manner of public, private, and not-for-profit partners. The actions in this Plan assume collaboration and partnership among Clatsop County, the state, Clatsop Economic Development Resources (CEDR), chambers of commerce, education partners and business interests.

The focus-area report on economic development recommended three top actions. For Tiers 1 and 2, Commissioners agreed on these actions:

- **ED1, North Coast Business Park.** Formalize plan to market/sell North Coast Business Park for development purposes; include assessment of private/public partnership opportunities.
- **ED2, Evaluation of regulatory barriers/gaps.** Initiate process to review local regulatory barriers to economic development. Include evaluation of opportunities to reduce the cost of development such as (but not limited to):
 - Conduct wetland delineations in particular geographic areas where wetlands are prevalent; and/or
 - Assist with surveying costs or preparation of elevation certificates for properties within Special Flood Hazard Areas.

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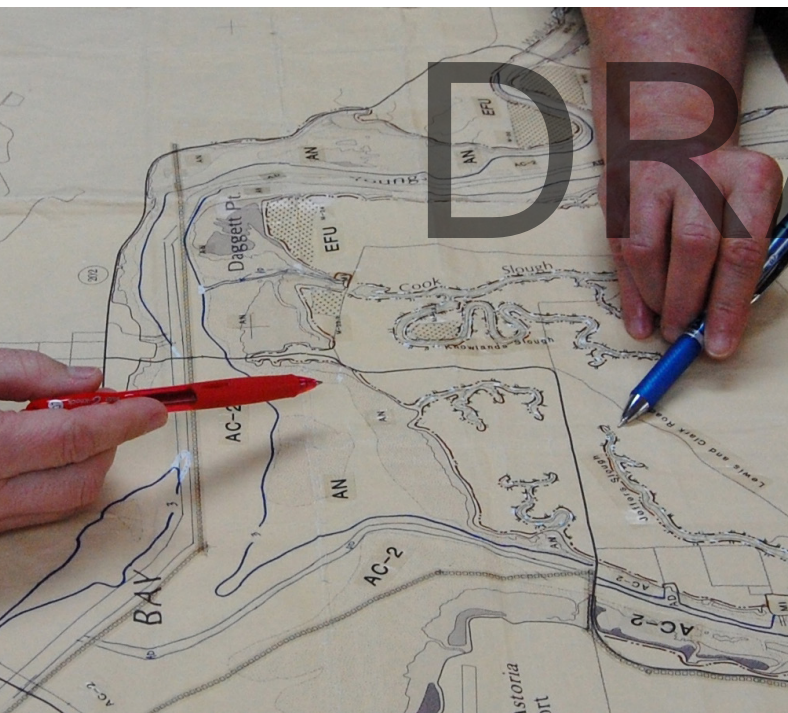
ENVIRONMENTAL QUALITY

Clatsop County has a bounty of ecosystems and natural resources that have been the backbone for thriving communities. But the environment is changing. Fish, forest, and water have declined in abundance and quality, and most forecasts for temperature, storms, wildfires, and sea levels suggest more difficulties for our continued place in the environment, not fewer.

Recent work in updating the County's Comprehensive Plan found a need for better information about the quality and quantity of these changing natural resources—about conditions as they are evolving. The Environmental Quality report defined that need for environmental quality as “the need to conserve, protect, and promote sustainability of natural resources,” and identified education as critical to addressing that need.

The focus-area report on environmental quality recommended four top actions. For Tiers 1 and 2, Commissioners agreed on these actions:

- **EQ1, Environmental Quality Action Team.** Create an Environmental Quality Action Team that will:
 - Assess existing studies and State and local initiatives on climate conditions and natural climate solutions that apply to Clatsop County.
 - Initiate, oversee, and review studies of natural resource conditions where information is lacking. Priority should be given to fresh water sources.
 - Review the mapping of “resilient lands” completed for Oregon to ensure those systems and places remain resilient.
- **EQ2a, Water assessment (focus on Clatsop Plains).** Initiate a moratorium on building homes with septic systems on less than one acre in the Clatsop Plains area. Complete a water assessment study to analyze groundwater quality and quantity and prepare projections for future use. Such study should also include surface water.
- **EQ2b, Fire protection education.** Partner with the Clatsop County Fire Defense Board and Oregon State University (OSU) Extension staff to prepare education and preparedness exercises related to defensible fire space. These may include webinars; program to promote smarter development; and use of appropriate building materials in forested areas.
- **EQ2c, Visitor education.** Work with the Tourism Studio to develop an education program for visitors/tourists to promote “leaving no trace” tourism.



SOCIAL SERVICES

Many services that local governments provide have a social component. Education, recreation, and public safety, for example, all contribute to the social good. However, “social services” are typically defined more narrowly. The U.S. Department of Health and Human Services defines social services as ones that “improve the well-being of individuals, families, and communities,” and lists programs like job assistance, aid to low-income households, child support enforcement, child care, health care, senior support, homelessness, and more.

The Social Service report for this Plan concluded that there are a variety of issues county-wide that intersect and lead to the ongoing need for increased services around mental health, addiction and treatment services, homelessness, housing in a variety of types, and a pro-active approach to trauma (particularly for youths). Among the challenges for such programs are (1) taking a wholistic approach to addressing the individual needs, (2) streamlining service delivery and reducing duplicated services, and (3) finding stable funding streams.

The report also noted that for the majority of these issues the County’s role would be less as a provider (other agencies and institutions have lead roles for service delivery), and more as a convener to facilitate work groups and identify the necessary partners to find a resolution.

The focus-area report on social services recommended three top actions. For Tiers 1 and 2, Commissioners agreed on these actions:

- **SS1a, Drop-in center (multiple services).** Develop with the cooperation of community partners a Navigation/Drop-In Center that would be a single location that an individual can drop into throughout the day to be able to access a variety of services such as showers, laundry facilities, meals, public health services, mental health services, foot care, art therapy, Social Security, ID’s, housing, Veteran Services, employment services, and more.
- **SS1b, Childcare strategy.** Clatsop County to convene, participate and support an enduring effort to identify and implement a broad range of strategies to expand and retain quality, diverse and sustainable child care resources. This process includes a literature review of best practices deployed in other communities and strategies to leverage public, private and not-for-profit expertise and resources.

Both of these actions are Tier 1: they occur at the same time and independently. In both, the County is an instigator and convener. What its role would be in developing the specifications of the drop-in center and the strategies for childcare would be developed, in concert with partner organizations, as a first phase of both actions.



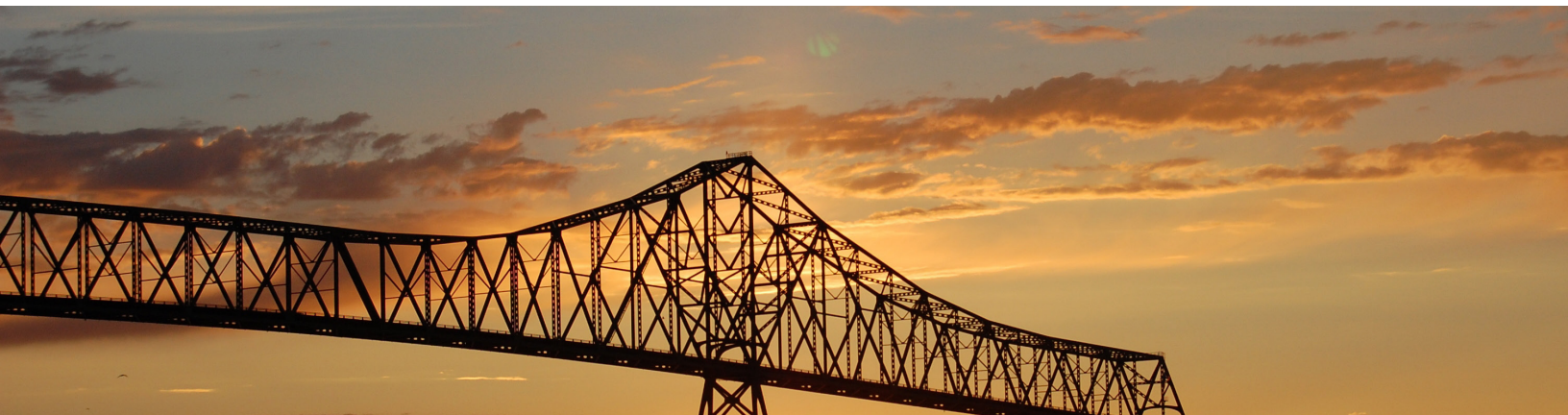
NEXT STEPS: IMPLEMENTATION AND ON-GOING EVALUATION AND PLANNING

By creating and adopting this Plan, the Board of Commissioners and staff are making a commitment to an on-going process of strategic planning. That means some improvements to existing processes, and the creation of some new ones, for communication and evaluation.

Action G1 of this Plan (improve governance processes) is the foundation of an improved process for decisionmaking and operations. The improvements in institutional capacity that it envisions and will pursue are critical to its success to achieving its goals in the other focus areas. It seeks fundamental improvements in the rigor with which the County chooses its priorities and evaluates its actions (e.g., clearly defining how desired outcomes will be measured; tying those measurements to best practices and reasonable benchmarks; getting more input from the community and partners about the quality of service delivery). For County staff to deliver desired services effectively and efficiently, they need the support of effective and efficient management and central services.

A few of this Plan's actions are already underway. Some are less difficult than others. Some immediate and tangible results are possible. But in most cases, there is much to be done before action should be taken. With this Plan the County has stated its priorities for issues that need special attention. It has documented why the chosen focus areas are priorities, considered many ways to address issues in those areas, and chosen a small number of priority actions for the next 18 months. The Plan has not, however, created a detailed work plan for each action (e.g., with measurable objectives; specific tasks, products, and assignments; a schedule; a budget)—such work plans are at the core of better governance and the objectives of Action G1.

Moreover, individual work plans for tier-1 and tier-2 actions have to be considered as a whole, matched to fiscal resources and the available time of Commissioners and staff, and then incorporated into an integrated work plan for addressing the chosen tier-1 and tier-2 actions. Thus, the County expects that in the first several months 2021 staff will create these work plans, and that more specific work on the 14 tier-1 and tier-2 actions will begin in April or May.



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5 For More Information

Over the nine months during which this Plan was developed, staff created around 20 documents to support discussion and decision-making by the Board of Commissions. This chapter lists the subset of those documents that provide any interested reader with more detail about information considered by the Board of Commissioners, their discussions about that information, and the conclusions they agreed to. Read or download these documents at the County website: co.clatsop.or.us/boc/page/draft-strategic-plan-2020

OVERVIEW OF THE PLANNING PROCESS (CHAPTER 1)

- Scope of work for the planning process
- Overview of the Strategic Planning Process. Why local governments create a strategic plan, and how it is typically structured; why and how Clatsop County created this Plan.
- Work session presentations and recordings. There were four main work sessions for County Commissioners from February through November, 2020. All after the first one were online. Each started with a slide-based presentation that provided information about the session's agenda items. The presentations area good summary of progress, but they lack the presenters' narrative, so they are not always self-explanatory. Thus, the recordings of each work session are online as part of Board meeting materials.

VISION, MISSION, AND VALUES (CHAPTER 2)

- Technical memorandum on concepts (July)
- Presentation for Work Session 2 (July). Concepts and possible language.
- Presentation for Work Session 3 (August). Summary of final draft language.
- Technical memorandum on adopted language (August)

SITUATION ASSESSMENT (CHAPTER 3)

- Presentation for Work Session 2 (July). Summary of final assessment
- Situation Assessment report
- Technical appendices to the Situation Assessment report: (1) list of key County documents reviewed; (2) summary of survey of staff about key issues.

FOCUS AREAS AND ACTIONS (CHAPTER 4)

- Presentation for Work Session 3 (August): priority focus areas; process for developing focus-area action reports.
- Five technical memoranda (staff reports) that describe potential issues and actions for the five focus areas in Chapter 4.
- Presentation for Work Session 4 (November): summary of focus-area reports; items for Commissioner discussion and decisions.

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Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

January 27, 2021

Issue/ Agenda Title:	Public Works Facility Needs Assessment Contract
Category:	Business Agenda
Prepared By:	Monica Steele, Assistant County Manager
Presented By:	Monica Steele, Assistant County Manager

Issues Before the Commission: Public Works Facility Needs Assessment Contract

Informational Summary: In an effort to identify suitable locations for the relocation of the Clatsop County Public Works Facility out of the inundation zone, staff issued a Request for Quotes (RFQ) for a facility needs assessment. The assessment will assess a number of factors leading to a comprehensive evaluation of various sites. The goal is to relocate the facility within a geographic area that allows efficient, effective and reliable service to the Astoria/Warrenton unincorporated areas, as well as the unincorporated areas southwest of the Lewis and Clark River and Young's River down to the Tillamook County border.

In early November staff issued the RFQ with a submission deadline of November 25, 2020.

There were six firms that submitted responses as follows:

- FFA Architecture & Interiors - \$41,500
- LRS Architects - \$63,200
- Mackenzie - \$67,400
- Makers Architecture & Urban Design - \$95,000
- SERA Design - \$123,077
- TCF Architecture - \$250,000

A team of five staff scored the submissions and conducted reference checks and then narrowed the selection process down to the three firms of: LRS, Mackenzie, and Makers. Interviews were conducted with the selection team and each of these three firms where further clarification of the proposals were provided. Through this selection process the team selected the firm of Mackenzie.

The major tasks to be completed were identified in the RFQ process as summarized below:

1. Identify deficiencies in the existing Public Works facility located at 1100 Olney Avenue, Astoria OR 97103.
2. Identify the facility needs that are required for a new location (office space, equipment storage, fueling tanks, herbicide storage, maintenance space, materials storage, etc.)
3. Determine the space standards for a Public Works facility serving the size of Clatsop County (population and geography).
4. Develop a conceptual floor plan – office space, maintenance/shop space, etc.
5. Tour existing facilities similar in size to compare and validate needs.
6. Create a matrix for factor scoring criteria using unbiased means for selecting top sites.
7. Prepare a site analysis and a cost assessment of the various sites.
8. Prepare a conceptual design project cost.
9. Completion of the assessment within 10 – 12 weeks.

The scope of work that is to be completed by Mackenzie is included in this packet as an attachment to the contract and is expected to be completed within the 12-week period.

Staff is asking the Board to approve the contract with Mackenzie in the amount of \$67,400 to complete the Public Works Facility Needs Assessment, and authorize the County Manager to sign and any amendments.

Fiscal Impact: The project is expected to cost \$67,400 and the funds are budgeted for in the 2020-2021 Public Works budget.

Options to Consider:

1. Approve the contract with Mackenzie;
2. Not approve the contract with Mackenzie and select a different firm;
3. Request staff to go back out for additional submissions.

Staff Recommendation: Option #1

Recommended Action:

“I move that the Board approve the contract with Mackenzie in the amount of \$67,400 to complete the Public Works Facility Needs Assessment, and authorize the County Manager to sign and any amendments.”

Attachment List

- A. RFQ – Public Works Facility Needs Assessment
- B. Contract – Mackenzie
- C. Exhibit “B”- PW Needs Assessment Scope of Work

REQUEST FOR QUOTES FOR PUBLIC WORKS FACILITY NEEDS ASSESSMENT

Clatsop County (“County”) invites quotations from qualified consultants to provide a facility needs assessment to the County for the relocation of the existing Public Works facility out of the inundation zone.

A. SOLICITATION TERMS AND CONDITIONS:

1. **ALL WRITTEN PROPOSALS MUST BE RECEIVED NOT LATER THAN 3:00 p.m. on Wednesday November 25, 2020** at the office of Monica Steele, Assistant County Manager, 800 Exchange St., Suite 410, Astoria, Oregon.
 - In response to the current COVID-19 Pandemic electronic submittals will be accepted at msteele@co.clatsop.or.us
2. County is not responsible for any cost incurred by any proposer responding to the RFQ.
3. For inquiries pertaining to this solicitation, potential proposers are to contact Monica Steele, Assistant County Manager:
 - Address: 800 Exchange St., Suite 410, Astoria, Oregon, 97103
 - Telephone: (503)-325-1000 x1306
 - Email: msteele@co.clatsop.or.us
4. Upon finding it is in the County’s best interest to do so, County may cancel this solicitation, may reject any quote not in compliance with our public contracting procedures and requirements, and may reject any and all quotes received. County also reserves the right to waive any irregularities.

B. SCOPE OF WORK:

The Consultant will conduct a facility needs assessment to guide the county in determining the best site location for a Public Works Facility that has the ability to serve the Astoria/Warrenton unincorporated areas as well as the unincorporated areas southwest of the Lewis and Clark River and Young’s River down to the Tillamook County border. Specific expected services are to be completed within 10 – 12 weeks from the initiation of the contract and are as follows:

1. Identify deficiencies in the existing Public Works facility located at 1100 Olney Avenue, Astoria OR 97103.
2. Identify the facility needs that are required for a new location (office space, equipment storage, fueling tanks, herbicide storage, maintenance space, materials storage, etc.)
3. Determine the space standards for a Public Works facility serving the size of Clatsop County (population and geography).

4. Develop a conceptual floor plan – office space, maintenance/shop space, etc.
5. Tour existing facilities similar in size to compare and validate needs.
6. Create a matrix for factor scoring criteria using unbiased means for selecting top sites.
7. Prepare a site analysis and a cost assessment of the site.
8. Prepare a conceptual design project cost.
9. Completion of the assessment within 10 – 12 weeks.

C. REQUIRED SUBMITTALS:

1. All Quotations must include a cover letter signed by a person legally authorized to bind the applicant to its Quote.
2. List the key personnel and qualifications relative to the above scope of work; including but not limited to a description of education, certificates or licenses, professional background, experience, skills, expertise and training.
3. Discussion of proposed method of compensation. The County prefers a flat rate fee. Proposer should submit a flat rate in the event there are additional services beyond the scope of the RFQ are required.
4. Provide descriptions of any other services the Proposer would propose to include within the base cost of the quotation.
5. Provide a representative listing of counties and other municipal governments for whom the Proposer is currently or has previously provided services of this type for. Provide government contact name, phone number, and email address.
6. List Proposer's professional liability insurance carrier and current limits of liability (minimum \$2,000,000). Attach proof of coverage.

C. SELECTION CRITERIA:

Selection Criteria: Selection will be based upon: compliance with the minimum criteria, County's evaluation of the applicant's responses to the required information and County's determination of which selection is most likely to perform the most cost-effective services, and will best serve the public interest. A County selection committee will review the proposals and make a recommendation to the County Manager.

D. CONTRACT

The successful applicant will be required to sign a general services contract with the County. The form of contract is attached hereto as Exhibit B.



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 **Mackenzie** ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed **\$67,400** to be paid to Contractor by County, Contractor agrees to perform between date of execution and **April 28, 2021**, inclusive, the following specific personal and/or professional services:

Attached proposal "Exhibit A" with defined scope of work.

Payment Terms: Payment will be made as progress billings with final payment made upon completion of project.

- 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. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;.
 - d. 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.

e. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.

f. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

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

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

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

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

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

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; in the event the County uses documents in the future without Contractor's involvement, County agrees to hold harmless, defend, and indemnify Contractor for any and all claims and or losses resulting from such use. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.

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


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

FOR COUNTY:

Signature Date

Title

FOR CONTRACTOR:

 1/19/2021

Signature Date
Principal

Title
1515 SE Water Ave, Suite 100

Address
Portland, OR 97214

City State Zip

January 15, 2021 (*Revised January 19, 2021*)

Clatsop County
Attention: Monica Steele
800 Exchange Street, Suite 410
Astoria, OR 97103

Re: **Clatsop County Public Works**
Professional Services Proposal to conduct a Needs Assessment
Project Number 2200476.00

Dear Monica:

It was nice meeting with you and the other City team members this week to discuss the development of a Needs Assessment for Clatsop County ("Client") Public Works facility. We are looking forward to the opportunity to work with you and your staff on this project.

Mackenzie separates itself from other architecture/engineering firms through our multi-disciplined approach. Our professional staff of in-house Architects, Land Use Planners, Structural Engineers, Civil Engineers, and Interior Designers all have specialized expertise in needs assessments for public projects, having completed projects for over 50 public agencies in the Northwest. Our specialized multi-disciplinary team is uniquely suited to provide a comprehensive service to our clients.

Mackenzie's integrated team of design professionals will provide architectural, land use planning, structural engineering, civil engineering, and interior design services for the above project. In addition, Mackenzie will hire Construction Focus, Inc. as our cost consultant to complete the team. Our design team will consist of the following:

- Jeff Humphreys, Mackenzie Principal in Charge
- Adam Olsen, Mackenzie Project Manager
- Alexis Bauer, Mackenzie Interior Designer
- Brian Varricchione, Mackenzie Land Use Planner
- Josh McDowell, Mackenzie Structural Engineer
- Ralph Henderson, Mackenzie Civil Engineer
- Steve Gunn, Construction Focus Inc. Cost Estimator

Our Basis of Design along with our detailed scope of services by task is as follows:

BASIS OF DESIGN

The following describes in detail the Basis of Design for this proposal.

1. Clatsop County (hereafter referenced as 'Client') currently operates a Public Works facility that is located at 1100 Olney Avenue, Astoria, OR 97103.
2. The Public Works facility is currently located in the flood inundation zone, near Youngs River and Client would like to relocate the facility so that it is out of this zone.



3. “Client has initially identified 12 potential sites that their Public Works facility could be relocated to, and these will be the subject sites, or others as identified through this process, up to 12 sites.”
 - A. **Airport Hill** – 33411 Hwy 101 Business, Astoria.
 - B. **Angus Property** – 34760 Loukas Lane, Astoria.
 - C. **Cowlitz Indian Tribe** – 36462 Farm Lane, Astoria.
 - D. **Crown Camp** – 86645 Lewis and Clark Road, Astoria.
 - E. **Dolphin Avenue** – East of 1960 SE Dolphin Avenue, Warrenton.
 - F. **Fairgrounds** – 92932 Walluski Loop, Astoria.
 - G. **Fort Pointe Partners** – East of 561 Ridge Road, Hammond.
 - H. **Lewis and Clark School Road** – South of 92061 Lewis and Clark Road, Astoria.
 - I. **L&C Tree Farm** – Various L&C tree farm properties in Astoria.
 - J. **Neikes Property** – 90713 Fort Clatsop Road, Astoria.
 - K. **North Coast Business Park** – 1190 SE 19th Street, Warrenton.
 - L. **Sorting Yard** – West of 90886 Fort Clatsop Road, Astoria.
4. The new Public Works facility will have the ability to serve the Astoria/Warrenton unincorporated areas as well as the unincorporated areas southwest of the Lewis and Clark River and Youngs River down to the Tillamook County border.
5. Client has not identified a desired construction budget for the new Public Works facility. The needs assessment that Mackenzie is assisting with, under this scope of work, will help identify the budget for the overall project.
6. Clatsop County has a Board of Commissioners made up of five elected members. Two of these members will be involved and engaged in the project. These two members have not been identified yet by Client.
7. In the next phase of the project, under a separate future scope of work, it is assumed that the project will be delivered/constructed under a competitive bid process (design, bid and build).
8. Attached is the assumed schedule outlining the scope of services below (Attachment B).

BASE SCOPE OF SERVICES

Task 1 – Project Startup

Time Duration: 3 weeks

1. Mackenzie Principal in Charge, Architect, and Interior Designer will meet with key staff via Microsoft Teams video conference call to kick-off project services and discuss overall project goals, objectives, budget, work scope, team roles/responsibilities, schedule, project milestones and identify key stakeholders. Mackenzie will provide meeting minutes from this meeting.
2. On-going project management will be provided throughout the duration of the professional services as defined herein. This includes email coordination or telephone phone conversations with team members and the Client to discuss current activities, ongoing action items, and next steps or upcoming action items for the Task.
3. Submit kick-off meeting minutes and project schedule to Client project team and the design team for review and approval.
4. Obtain Client approval to proceed to the next task.

Participants: Mackenzie and Client Staff

Deliverable: Meeting minutes and refined project schedule

Task 2 – Existing Conditions Evaluation

Time Duration: 2 weeks

Upon review and written approval of deliverables from task above, Mackenzie will perform the following services:

1. If applicable, Mackenzie will recommend Client obtain the following at the beginning of this phase: survey, geotechnical reports, environmental reports and hazardous material report.
2. Mackenzie Project Manager and Architect will tour the existing facilities and identify the following: non-code compliant items, life safety concerns, operational issues, accessibility issues and security issues.
3. Evaluate building envelope and identify materials or systems (including structural, mechanical, electrical and plumbing systems as applicable and available for observation) that are at the end of their useful life.
4. Obtain approval of Client to proceed to the next task.

Participants: Mackenzie and Client Staff

Deliverables: Photo and text summary of tour and existing conditions findings.

Task 3 – Programming and Workshops

Time Duration: 3 weeks

Upon review and written approval of deliverables from task above, Mackenzie will perform the following services:

1. Mackenzie will develop a questionnaire that will be distributed to the Client team in advance of the workshop. Client team will fill out questionnaires in advance of workshop and email back to Mackenzie.
2. Mackenzie Principal in Charge and one other Mackenzie Staff will meet with Client Staff in workshops at the existing Public Works Facility over the course of one day to gather information on space and program needs. The program will include information on staffing and spacing needs for growth over current move-in and 50 years of growth. Mackenzie will meet with up to five divisions and have assumed those to be the following:
 - A. Roads Division
 - B. County Engineer
 - C. County Surveyor
 - D. Parks District
 - E. Westport Sewer Service District
3. Mackenzie will develop a draft program based on input gathered at workshops and from questionnaires.
4. Mackenzie Principal in Charge, Project Manager, and one other Staff member will meet once with Client Staff to review draft program via Microsoft Teams conference call.
5. Refine draft program based on review comments received during meeting.
6. Email final program to Client for final approval.
7. Obtain Client approval to proceed to next task.

Participants: Mackenzie and Client Staff

Deliverable: Approved Space Needs Program

Task 4 – Facility Tours

Time Duration: 2 weeks

Upon review and written approval of deliverables from task above, Mackenzie will perform the following services:

1. Mackenzie, along with the Client Staff, will identify up to three (3) recently completed local Public Works Facilities that contain similar programmatic requirements to tour with Client Staff.
2. During each tour, Mackenzie will photo document the project to identify aspects related to the proposed project that may inform decisions related to the operational needs and program of the project. The tours are estimated to occur over the course of two days.
3. Upon conclusion of tours, Mackenzie will re-review the approved space needs program (approved under previous task) with Client to validate program and incorporate minor revisions based on observations during tours and discussions.

4. Obtain Owner approval of revised program.
5. Obtain Client approval to proceed to next task.

Participants: Mackenzie and Client Staff

Deliverable: Photo documentation of tours

Updated Approved Program

Task 5 – Site Identification and Reconnaissance

Time Duration: 3 weeks

Upon review and written approval of deliverables from task above, Mackenzie will perform the following services:

1. County Planning Staff to identify up to 12 available sites with agreed upon criteria and provide Mackenzie the following information:
 - A. Most current GIS information
 - B. Location/Address
 - C. Tax Lot identification number
 - D. Site ownership(s)
 - E. Zone/Jurisdiction
 - F. Allowable Use and land use approval process(es) in Clatsop County
 - G. Requirements of overlay zones or comprehensive corridor plans which may impact the project
 - H. Maximum lot coverage
 - I. Minimum landscape percentage
 - J. Slopes/Trees
 - K. Minimum/maximum parking ratio
 - L. Maximum building height/FAR
 - M. Building setbacks
 - N. Wetlands/sensitive areas
 - O. Traffic impact review as it pertains to access
 - P. Property availability
2. Mackenzie will format above County Planning Staff provided information into a planning comparison table for the final report in Task 9. Mackenzie will utilize this information when developing site test fits in the next task.
3. Once Mackenzie has received above information from County Planning Staff, Mackenzie Principal in Charge, Project Manager, and one architectural staff to meet with Client Staff via Microsoft Teams conference call to evaluate and score/rate up to 12 available sites based upon the following criteria:
 - A. Cost of land/Site development
 - B. Size of site
 - C. Shape of site
 - D. Potential for multi-use
 - E. Public access to site – Vehicle
 - F. Public access to site – Transit
 - G. Public access to site – Pedestrian
 - H. Visibility and Prominence
 - I. Proximity to Government functions
 - J. Neighborhood context
 - K. Positioning facility on site
 - L. Security

- M. Traffic congestion
 - N. Expansion to adjacent sites
 - O. Proximity to geographic center
 - P. Current ownership
 - Q. Land use
 - R. Response time
 - S. Proximity to inundation zone
 - T. Proximity to wetlands
 - U. Availability of existing utilities to serve the site
- 4. Mackenzie will format above criteria into an importance factor matrix for up to 12 sites under consideration to measure a combination of site selection factors and criteria identified.
 - 5. Work with Client Staff and choose up to three sites to develop site test fit diagrams in the next task.
 - 6. Obtain Client approval to proceed to next task.

Participants: Mackenzie and Client Staff

Deliverable: Planning comparison table summary for 12 sites, Importance factor matrix for 12 sites

Task 6 – Site Evaluations

Time Duration: 3 weeks

Upon review and written approval of deliverables from task above, Mackenzie will perform the following services:

- 1. Mackenzie to create individual site maps for up to three sites using Google Maps, GIS maps and/or any other publicly available data/information.
- 2. Mackenzie to prepare up to three site test fit diagrams to illustrate how each of the sites can or cannot meet the operational and program requirements.
- 3. Mackenzie Principal in Charge, Project Manager, and one architectural staff to meet via Microsoft Teams video conference call with Client Staff to review up to three site test fit diagrams.
- 4. Mackenzie to refine site test fit diagrams based on review comments received during meeting.
- 5. At the end of this task, Client Staff will choose one site to further refine in the next task.
- 6. Obtain Client approval to proceed to next task.

Participants: Mackenzie and Client Staff

Deliverable: Site Maps of up to three sites, Site test fit diagrams

Task 7 – Conceptual Design

Time Duration: 2 weeks

Upon review and written approval of deliverables from task above, Mackenzie will perform the following services:

- 1. Upon selection of a site and approval of a site test fit scheme, develop a conceptual site diagram with additional detail and refinement that includes site ingress, egress and site circulation to optimize operational flow with consideration for building and overall site needs.
- 2. Mackenzie Principal in Charge, Project Manager, and one architectural staff to meet with Client Staff to review conceptual site diagram.
- 3. Mackenzie to refine conceptual site diagram as necessary based on review comments received during meeting.
- 4. Upon approval of conceptual site diagram, Mackenzie will develop an adjacency block diagram that depicts major programmatic components for the buildings floor plan.
- 5. Mackenzie Principal in Charge, Project Manager, and one architectural staff to meet with Client Staff to review adjacency block diagrams for feedback.

6. Mackenzie to refine adjacency block diagram as necessary based on review comments received during meeting.
7. Obtain Client approval to proceed to next task.

Participants: Mackenzie and Client Staff

Deliverable: Conceptual site plan for the chosen Option

Task 8 – Project Cost Forecast

Time Duration: 4 weeks

Upon review and written approval of deliverables from task above, Mackenzie will perform the following services:

1. Develop concept design narrative documenting the decisions on materials, systems and equipment from previous meeting noted above.
2. Send site plan and supporting material to the cost estimator for developing construction cost estimate.
3. Mackenzie will facilitate the forecasting of soft costs to include furniture, fixtures, and equipment (FF&E), permit fees, system development charges (SDC) and consultant fees, including contingencies and escalation factors to develop an anticipated overall project cost.
4. Mackenzie Principal in Charge and Project Manager to meet with Client Staff to review project budget summary.
5. Obtain Client approval to proceed to next task.

Participants: Mackenzie, Cost Estimator, and Client Staff

Deliverable: Cost projection summary and supporting detail

Task 9 – Final Report and Presentation of Findings

Time Duration: 2 weeks

Upon review and written approval of deliverables from tasks above, Mackenzie will perform the following services:

1. Format documents from tasks into a final draft report. The final draft report will include the following sections:
 - A. Overview/Scope/Executive Summary/Next Steps
 - B. Existing Conditions Evaluation
 - C. Program Validation
 - D. Facility Tours
 - E. Site Selection/Evaluation
 - F. Conceptual Design
 - G. Project Cost Development
 - H. Final Report and Presentation of Findings
2. Issue final draft report to Client for review and comment. Client to email Mackenzie the consolidated comments from reviewers.
3. Incorporate consolidated comments from final draft received from Client into final report.
4. Issue final report in PDF format and up to three printed record copies.
5. Mackenzie Principal in Charge and Project Manager to present final report at one Board of Commissioners Meeting via Microsoft Teams video conference call.

Participants: Mackenzie and Client Staff

Deliverable: 8.5x11 bound report with major deliverables from each task noted above and supplemental text and graphics to summarize scope and efforts of this study.

OPTIONAL DESIGN SERVICES

Mackenzie will provide the following Optional Design Services upon written confirmation by Client per the detailed description below and the Optional Services Fee Summary following the Basic Services Fee Summary below.

Seismic Evaluation of Crown Camp Office Building

Time Duration: 8 Weeks

Mackenzie to prepare a seismic assessment of the existing approximately 4,751 square foot office building at the Crown Camp facility at 86645 Lewis and Clark Road in Astoria to determine the extent of seismic upgrades needed to bring the building up to an acceptable level of seismic performance for ASCE Category III – Essential Facility. The scope of the project will entail a seismic evaluation and the assessments will include an estimate of project cost required to implement the seismic upgrades (including owner, design, and construction costs), along with a report of our findings.

To complete this assessment, we propose to use the ASCE 41-17 Standard. This is a nationally recognized document for the assessment of a building's ability to perform during a seismic event, and a useful tool when observing the current condition of a building, which allows building owners to compare and prioritize the need for a seismic upgrade. The final design of the seismic upgrade is beyond the scope of this proposal.

The ASCE 41 assessment is broken into three tiers. The Tier 1 process is a standardized checklist that identifies major deficiencies based on visual observation in the building that could impact the performance of the building during a seismic event. Tiers 2 and 3 expand on the deficient items noted in Tier 1, and additional calculations are performed, getting more detailed with each tier. These calculations may show the issue is acceptable with more refined calculations, or it may remain deficient. It has been our experience that it is best to work with the understanding that deficient items noted in Tier 1 will need to be addressed as part of a full seismic upgrade design. To complete this assessment, our scope of services will consist of:

1. Conducting a site visit to document the condition of the existing building and structural system.
2. During the site visit, reviewing the condition of the existing building for readily visible damage or deterioration of the structure over the years.
3. Performing the ASCE 41 building assessment, consisting of a Tier 1 general assessment with additional Tier 2 calculations done for specific deficiencies deemed critical.
4. Producing a cost estimate for the seismic upgrade of deficient items noted in the report.
5. Assist Client in the development of a project budget to be used for the purpose of requesting the amount of funding needed to complete the proposed upgrade.
6. The work for this optional service would be completed during Task 2 and the findings will be included in the final report.

BASE SERVICES FEE SUMMARY

Our fixed fees for the disciplines and related design services described above are as follows:

	<u>Base Fee</u>
Task 1 – Project Startup:	\$6,900
Task 2 – Existing Conditions Evaluation:	\$7,500
Task 3 – Programming and Workshops:	\$8,900
Task 4 – Facility Tours:	\$8,900
Task 5 – Site Identification and Reconnaissance:	\$2,900
Task 6 – Site Evaluations:	\$8,500
Task 7 – Concept Design:	\$7,900
Task 8 – Project Cost Estimate:	\$10,000 *
Task 9 – Final Report and Presentation of Findings:	\$5,900
TOTAL	\$67,400

*Task 8 amount includes fees for cost estimator, plus 10% Mackenzie consultant mark-up.

Reimbursable expenses (printing, copying deliveries, ride share vehicles, application-based transportation, mileage, etc.) are not included in the fee outlined above and will be invoiced at 1.1 times cost.

OPTIONAL SERVICES FEE SUMMARY

Our fixed fees for the Optional Services described above are as follows:

	<u>Optional Fee</u>
Seismic Assessment (Crown Camp site only):	\$18,580

Reimbursable expenses (printing, copying deliveries, ride share vehicles, application-based transportation, mileage, etc.) are not included in the fee outlined above and will be invoiced at 1.1 times cost.

ASSUMPTIONS

Please review and notify Mackenzie if Client believes that any of the Assumptions listed here are either inaccurate or unreasonable prior to project commencement. Please also notify Mackenzie if any additional clarity is needed for the Client to fully understand these Assumptions. In addition to the scope of services outlined above, we have assumed the following:

1. Mackenzie will rely on Client-provided existing facilities information for project, including but not limited to type of construction, building area, occupancy classification and other such parameters affecting design, construction documents, and permitting. In the event that no documentation is available, Mackenzie will utilize Geographic Information System (GIS) systems, Google Maps/street views, aerial photos and other publicly available information for site analysis unless additional information becomes available, such as electronic files of existing building(s), land survey (ALTA/Boundary/Topographic), wetlands delineation, geotechnical report, environmental report and/or any other reports and/or surveys that are available, and other studies and/or reports as may be necessary for completion of the project.

2. Client provided information such as topographic/boundary surveys, geotechnical reports, hazardous materials testing, and traffic studies should be obtained for the project site to better inform the design team for planned improvements. This work can be deferred to occur in a future project phase if desired. Mackenzie can assist in defining scope and provide recommendations for surveyors and engineers for the Client to hire directly either now or in a future phase of the project.
3. Scope and fee are based on Client not hiring a third-party Client Representative to act on their behalf during any phase(s) of the project. If a third-party PM is hired by the Client, Mackenzie reserves the right to estimate scope and fee impacts that will result in additional services.
4. The Client will approve the Documents at the conclusion of each task prior to proceeding with the next phase. Redesign efforts after prior Client approvals, including but not limited to Client-driven design modifications, value engineering, cost reduction alternatives to the approved design, or other such changes, will be provided as an additional service, with scope, schedule, and fees to be evaluated on a case-by-case basis.
5. Mackenzie Scope of Service and fees are based on project tasks running in sequential order without delay, pause or project being put on hold for any reason between phases.
6. Client is responsible for all fees paid to public bodies having jurisdiction over the project.
7. All meetings will occur via Microsoft Teams video conference calls, unless specifically noted otherwise within the scope of services outlined above.
8. Both on and off-site land use entitlements processes, such as Design Review and related services, meetings with Authorities Having Jurisdiction (AHJ), neighborhood/community meetings, public hearings, and other related processes, are assumed to be completed in future tasks or phases.
9. Building/Site Renovation: Mackenzie will work with the Client to align on the Client's program for the Project, including goals and objectives, and will develop the design in accordance with applicable codes and laws, subject to and in accordance with the applicable standard of care. Client acknowledges that Projects involving additions and remodels of existing sites/buildings (compared to new construction) create more uncertainty and subjectivity as to code and law interpretation and increases the chance that applicable agencies will have differing interpretations that might require redesign services. Such agency interpretations may not be made known until the Construction Documents and/or Plan Check phase of the Project. Accordingly, Client acknowledges and agrees that Mackenzie expressly excludes any services necessary to address these types of differing code and law interpretation issues from Mackenzie's scope of services, and that such services (including any necessary redesign services) will, upon Client's approval, be performed by Mackenzie as an additional service.
10. Conditions not depicted on available existing site and/or building documents, provided by the Client, or readily visible on project walkthroughs are excluded. Such impacts will be evaluated at the time of discovery and addressed via additional services as necessary.
11. (If Optional Services are not chosen) Based upon our limited initial understanding of the project sites, it does not appear that a seismic upgrade will be required to the existing facilities as triggered by code or other jurisdictional requirements. These triggers typically include, but are not limited to, change of use/occupancy classification or modification to existing structural systems. Should it be determined throughout the course of the project that a seismic upgrade is required, such as through further understanding of the program, code analysis, or feedback from the authority having jurisdiction, those impacts will be evaluated and added as additional services.
12. Square footage calculations will be provided as required to confirm compliance with building and zoning code requirements only.
13. For additional Assumptions related to the Scope of Services of our retained consultant, refer to their attached proposal.

EXCLUSIONS

Please review and notify Mackenzie if Client believes that any of the Exclusions listed here are to be included in Mackenzie's scope of services prior to project commencement. Please also notify Mackenzie if any clarity is needed for the Client to fully understand these Exclusions. In addition to any Exclusions outlined within the proposal above, we have also excluded the following from our proposed scope of services.

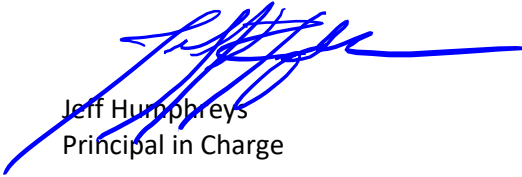
1. Reimbursable expenses.
2. Special billing requirements required by Client outside of Mackenzie's standard billing procedures.
3. Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project.
4. Land survey, topographic survey, tree survey, or metes and bounds descriptions and related specifications.
5. Soils investigations/testing and related specifications.
6. Appeals, variances, public hearings, land use approvals, conditional use reviews, or any required adjustments other than as specifically outlined within our scope of services above.
7. Meetings with public agencies or other meetings other than those specifically identified in Scope of Services above.
8. Environmental review.
9. Sensitive lands and/or wetlands delineation and/or mitigation design/approvals.
10. Hazardous materials investigation or mitigation.
11. Traffic analysis unless as noted specifically within our scope of services above.
12. Off-site improvements (such as roads, half street improvements, and utilities).
13. Square footage calculations beyond those required to confirm compliance with building and zoning code requirements. (Calculation of gross, net, and rentable square footages, such as BOMA calculations, are not included.)
14. Interior design, space planning and/or furniture selection.
15. Coordination of Client provided consultants not identified at the date of this proposal.
16. Landscape design services and related specifications.
17. Mechanical/electrical/fire protection design or layout and related specifications.
18. Marketing materials.
19. Presentation-level 3D renderings other than conceptual studies to describe design intent or as utilized as part of Mackenzie's design process unless specifically noted within our scope of services above.
20. Permitting and related coordination.
21. For additional exclusions related to the Scope of Services of our retained consultant, refer to their attached proposal.

It is our understanding the project will start directly after the Board of Commissioners Meeting which is currently scheduled for January 27, 2021. If the proposal is agreeable to you, we can prepare the appropriate contract type. Please note that this proposal is valid for 90 days from the date of this proposal.

We look forward to working with Clatsop County on this new project. If you need additional information or have any questions, please do not hesitate to call.

Clatsop County
Clatsop County Public Works
Project Number 2200476.00
January 15, 2021 (Revised January 19, 2021)
Page 11

Sincerely,



Jeff Humphreys
Principal in Charge



Adam Olsen
Project Manager

Enclosure(s): Attachment A – Reimbursable Rates Schedule
Attachment B – Needs Assessment Schedule dated January 15, 2021
Attachment C – Construction Focus, Inc. proposal dated January 15, 2021

REIMBURSABLE CHARGES

Mackenzie will charge the following standard, cost-based rates for in-house reimbursable items listed below:

IN-HOUSE PRINTING

Scanning – Black & White

Small Format: \$0.25/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$1.00/sheet
(Including Half Size)

Scanning – Color

Small Format: \$0.50/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$3.00/sheet
(Including Half Size)

Printing/Copying – All Sizes

Black & White: \$0.21/sq. ft.
Full Color: \$4.00/sq. ft.

Fax

Local: \$1.00/sheet
Long distance: \$1.30/sheet

OTHER IN-HOUSE REIMBURSABLE ITEMS

Digital Photo Documentation

\$15.00/download

Check Generation Fee

\$25.00

Automobile Mileage

Billed according to IRS guidelines

Delivery Service

Fixed rates: \$7.75 to \$54.40
(depending on mileage)

Data Supplies

CD documentation: \$15.00
DVD documentation: \$30.00

Report Binder

Without tabs: \$3.00/book
With tabs: \$4.00/book

Foamcore:

\$4.25/sheet

Attachment B





January 15, 2021

Adam Olsen
Mackenzie
1515 SE Water Avenue, Suite 100
Portland, OR 97214

Cost Estimating Fee Proposal

Project Name: Clatsop County Public Works

Project Description:

- New buildings and site development for a new public works facility.

Services:

Conceptual Design: Provide one "Line Item" cost estimate

Inclusions:

All work items typically included within a general contractor's scope of work including architectural, structural, civil, landscaping, mechanical & electrical work items.

Participation in virtual design meetings that relate to the construction costs

Exclusions:

- Soft costs (including design fees, permits, testing, and SDC's).
- Modular office systems, cubicles, furniture, and furnishings.
- Work associated with modular or factory built structures (including foundations).
- Shop equipment, lifts, cranes, storage tanks, and storage racks
- Temporary relocation costs
- Hazardous materials abatement
- Kitchen equipment

Cost Estimating Fee Proposal: \$4,180.00
(four thousand one hundred eighty dollars)

Additional Work: Alternates , options, phases, and VE items will be billed hourly.

Billing Rates for additional work:

Chief Estimator	\$130.00/Hr
Estimator #3	\$120.00/Hr

Notes:

The cost estimate will be done in CSI Unifomat

Insurance:

Construction Focus, Inc. carries these types and levels of insurance:

- General liability: \$1MM/ea + \$2MM aggregate
- Automobile liability: \$1MM combined limit
- Professional liability: \$2MM/ea + \$2MM aggregate
- Worker's Compensation: \$1MM/ea + \$1MM limit

The company can provide higher levels of insurance coverage for an additional fee.

Schedule: After the client and Construction Focus, Inc. (CFI) agree to a starting date and after CFI has received all the relevant design documents, CFI will complete the cost estimate in 15 business days.

This cost estimating fee proposal will remain valid for 90 days after submission. If any portion of this project is delayed for more than 6 months those delayed portions of the contract will be re-negotiated.

Construction Focus will be supplied with all the relevant design documents at one time, before the cost estimating process begins. If information is supplied in phases the delivery of the cost estimate will be delayed accordingly and additional billing will be done on an hourly basis.

Respectfully submitted,
CONSTRUCTION FOCUS, INC.



By Steve Gunn, President

Accepted by:

Date: _____