



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

Wednesday, April 12, 2023

BOARD OF COMMISSIONERS:

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

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www.co.clatsop.or.us

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

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

Meeting ID: 503 325 1000
Passcode: 384761

Public Testimony

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

WORK SESSION: 5:00 PM

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

Discuss Formal Agenda

TOPIC:

1. Draft Requests for Proposals: Comprehensive Plan Goals 16 and 17; Goal 18; and Economic Opportunity Analysis (Goal 9) {Page 3}
-

REGULAR MEETING: 6:00 PM

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

FLAG SALUTE

ROLL CALL

AGENDA APPROVAL

PROCLAMATION

- [2.](#) Sexual Assault Awareness/Action Month Proclamation {Page 115}

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

CONSENT CALENDAR

- [3.](#) Board of Commissioners Meeting Minutes 3-8-23 {Page 117}
- [4.](#) Contract for Geotechnical Services & Pile Design {Page 126}
- [5.](#) Project Turnkey 2.0 {Page 146}
- [6.](#) Property Easement {Page 160}
- [7.](#) * State Homeland Security Program (SHSP) Grant Amendment 20-207-1 {Page 173}

COMMISSIONER'S LIAISON REPORTS

COUNTY MANAGER'S REPORT

PUBLIC HEARING

- [8.](#) ORDINANCE 23-01: LAWDUC REVISIONS “Trucking Terminal” and Rural Community Commercial (RCC) Zone {Page 165}

GOOD OF THE ORDER

ADJOURNMENT

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

Agenda packets also available online at www.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

April 12, 2023

Topic: Draft Requests for Proposals: Comprehensive Plan Goals 16 and 17; Goal 18; and Economic Opportunity Analysis (Goal 9)

Presented By: Gail Henrikson, Community Development Director

**Informational
Summary:**

The FY 22/23 Community Development Work Plan, approved by your Board on June 22, 2022, includes three tasks related to the comprehensive plan update. Those tasks are:

1. Update Goals 16 (Estuarine Resources) and 17 (Coastal Shorelands)
2. Update Goal 18 (Beaches and Dunes)
3. Prepare an Economic Opportunities Analysis

A total of \$295,000 for this work was included in the budget approved by your Board for FY 22/23. These three projects were specifically excluded from the comprehensive plan update that began in 2019. Due to the highly complex and technical data required to update Goals 16-18, subject matter consultants will be required to review these goals and provide recommended updates. Goals 16-18 have not been comprehensively reviewed and updated since their original adoption in 1980.

The Economic Opportunities Analysis (EOA), is requested due to current uncertainties associated with ODF's Habitat Conservation Plan and the FEMA's implementation plan to address the Biological Opinion issued by NOAA-Fisheries. The EOA will analyze population and income trends and forecast the need for additional employment lands within unincorporated Clatsop County. The EOA would cover a 20-year planning horizon. Future recommendations from the EOA would be incorporated into Goal 9 of the County's comprehensive plan.

REQUESTED DIRECTION TO STAFF

While the proposed tasks and associated funding have been preliminarily approved by your Board, staff is requesting verification that your Board still desires staff to proceed with this work. If the Board determines that these projects should continue to move forward, staff will submit the draft RFPs for additional legal review before publishing the final versions. If the projects continue to move forward, it is anticipated that the work would take approximately 12-18 months to complete, from the time the RFPs are released.

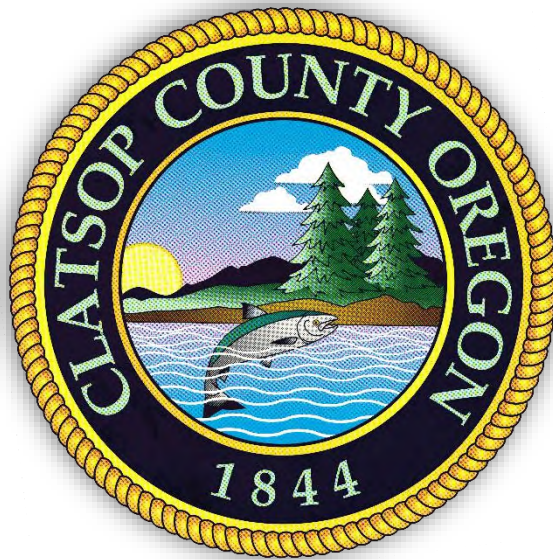
Attachment List

- A. Draft RFP: Goals 16 and 17
- B. Draft RFP: Goal 18
- C. Draft RFP: Economic Opportunities Analysis

EXHIBIT A

Draft RFP: Goals 16 and 17

ISSUE DATE: TBD
DEADLINE: TBD



**Request for Proposals
Comprehensive Plan Update
Goal 16: Estuarine Resources
Goal 17: Coastal Shorelands**

GAIL HENRIKSON
COMMUNITY DEVELOPMENT DIRECTOR

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LIST OF ATTACHMENTS

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ATTACHMENT B: PROPOSER INFORMATION AND CERTIFICATION SHEET

ATTACHMENT C: RESPONSIBILITY INQUIRY

ATTACHMENT D: SAMPLE CONTRACT

ATTACHMENT E: CERTIFIED FIRM PARTICIPATION

DRAFT

SECTION 1: GENERAL INFORMATION

1.1: BACKGROUND

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

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

1.2: GOAL 16: ESTUARY PLANNING IN OREGON AND CLATSOP COUNTY

Oregon's Estuary Management Plans were first adopted in the 1980s and act to guide development and conservation within these important locations. The [*Oregon Estuary Plan Book*](#), published by the Department of Land Conservation and Development (DLCD) in 1987, identifies two major estuaries in Clatsop County as defined by OAR 660-017-0015:

- Columbia River (Deep-draft Development Estuary)
- Necanicum River (Conservation Estuary)

Additionally, the *Oregon Estuary Plan Book* also identifies Ecola Creek as a minor Conservation estuary.

Plans and inventories for these three estuaries were originally prepared and adopted in the late 1970s and early 1980s. The [*Columbia River Estuary Management Plan*](#) was amended in 1990 ([*Ordinance 90-13*](#)), along with concurrent amendments to Goal 16. A companion [*Dredged Material Management Plan*](#) for the Columbia River Estuary was adopted in 2005. The [*Necanicum River Estuary Inventory*](#) was amended in 1984 ([*Ordinance 84-01*](#)). The [*Ecola Creek Inventory*](#) was amended in 1992 ([*Ordinance 92-05*](#)). Consequently, the policies contained in Clatsop County Comprehensive Plan Goals 16 (Estuary Resources) and 17 (Coastal Shorelands) are now more than 30 years old and require review and updating to address climate change, sea level rise, and regulatory changes.

1.3: GOAL 17: COASTAL SHORELAND PLANNING IN OREGON AND CLATSOP COUNTY

Statewide Planning Goal 17 outlines planning and management requirements for the lands bordering estuaries (as well lands bordering the ocean shore and coastal lakes). In general, the requirements of Goal 17 apply in combination with other planning goals to direct the appropriate use of shoreland areas. Provisions in Goal 17 specifically focus on the protection

and management of resources unique to shoreland areas; examples of such resources include areas of significant shoreland habitat, lands especially suited for water dependent uses, lands providing public access to coastal waters, and potential restoration or mitigation sites.

Goal 17 use requirements direct that shorelands "especially suited for water dependent uses" be protected for such uses, and that local zoning regulations prevent the establishment of uses which would preempt the availability of such lands for water dependent development. In 1999 LCDC adopted an administrative rule to provide additional guidance for implementing this Goal 17 requirement. Known as the water dependent shorelands rule, OAR 660, Division 37 establishes a methodology for calculating the minimum amount of shorelands to be protected for water dependent and also provides more detailed guidance on the qualifications of shorelands suitable for water dependent uses, as well as suggested land use regulations and standards appropriate for the protection of these shoreland sites.

Clatsop County's Goal 17 has not been amended since its original adoption in 1980.

1.4: SCHEDULE

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

| EVENT | DATE | TIME |
|--|------|-----------------|
| Pre-Submittal Meeting | TBD | 9:00AM |
| Questions/Requests for Clarification Deadline | TBD | 4:00PM |
| Answers to Questions/Requests for Clarification Issued | TBD | Prior to 4:00PM |
| Proposal Submittal Deadline | TBD | 4:00PM |
| Proposal Opening | TBD | 4:00PM |
| Evaluation Committee Meeting | TBD | |
| Proposer Interviews (if needed) | TBD | |
| Issuance of Notice of Intent to Award | TBD | Prior to 4:00PM |
| Award Protest Period Ends | TBD | 4:00PM |
| Board of Commissioners Approval | TBD | 6:00PM |

1.5: SINGLE POINT OF CONTACT

Questions pertaining to this document should be submitted to:

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

ghenrikson@clatsopcounty.gov

SECTION 2: OVERVIEW AND SCOPE OF WORK

2.1: PURPOSE

In FY 22/23, Clatsop County will complete a [four-year review and update](#) of Goals 1-4, 6-14 and Goal 19 of its comprehensive plan. This process represented the first holistic and comprehensive review of the Clatsop County comprehensive plan since its original adoption in 1980. This work was completed by over 30 citizen volunteers and county staff, with technical assistance from state agencies and the Columbia River Estuary Study Taskforce (CREST). Due to the complexity and technical nature of Statewide Planning Goals 16-18, those elements were not included in that three-year review. This project would complete a portion of the remainder of this work. A separate Request for Proposals is being issued concurrently with this RFP to complete updates to Goal 18.

2.2: SCOPE OF WORK / SPECIFICATIONS

1. develop and implement a public involvement plan to obtain community input and feedback on the updates to Goals 16 and 17
2. review existing estuary plans and data inventories, dredged material management plans, applicable supporting documents, publicly available State data, and Clatsop County's Goal 16 and 17 policies
3. identify areas where Clatsop County Goals 16 and 17 do not comply with Statewide Planning Goals, Oregon Revised Statutes and/or Oregon Administrative Rules
4. identify and provide recommendations regarding needed updates to the estuary management plans and the dredged material disposal plan and/or new estuary management plans that should be completed
5. develop a report summarizing the coastal hazards and climate change impacts on the Columbia, Necanicum and Ecola Creek estuaries
6. prepare digital estuary and coastal shorelands maps relevant to Goals 16 and 17, including but not limited to:
 - a. Ocean and Coastal Lake Shorelands
 - b. Columbia River Estuary
 - c. Necanicum Estuary
 - d. Ecola Creek Estuary
7. prepare new enforceable policies for Goals 16 and 17 based upon the above analysis
8. develop Land and Water Development and Use Code (LAWDUC) standards to implement Goal 16 and Goal 17 policies
9. prepare a final report including findings and recommendations for Tasks #1-8, above

SECTION 3: PROCUREMENT REQUIREMENTS

3.1: MINIMUM QUALIFICATIONS

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

1. Knowledge of Oregon's Statewide Land Use Program, with emphasis on Goals 16 and 17
2. Knowledge of coastal hazards and climate threats to Oregon estuaries and adjacent communities
3. Demonstrated experience in successful public process management and facilitation
4. Experience working with local jurisdictions on special area plans or similar spatially-based resource or land use management plans
5. High level of technical expertise and GIS and technical reporting

3.2: PROPOSAL REQUIREMENTS

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

1. Executive Summary
2. Technical Proposal
3. Disclosure Exemption Affidavit, if applicable (Attachment A)
4. Proposer Information and Certification Sheet (Attachment B)
5. References
6. Cost Proposal
7. Responsibility Inquiry (Attachment C)
8. Key Persons and Resumes, including:
 - a. Name and title
 - b. Work phone
 - c. Work email
 - d. Area of expertise
 - e. Current resume, not to exceed two pages, demonstrating key person's qualifications and experience to provide the work described in the RFP
9. Work Samples

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

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

3.3: PROPOSAL EVALUATION CRITERIA

Proposals will be scored based upon the following criteria:

1. **Key Persons (10 points)**

2. **Project Management and Approach (20 points)**

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

3. **Relevant Specific Experience (30 points)**

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

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

4. **Work Samples (10 points)**

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

5. **Clarity of Proposal (10 points)**

Proposers should not provide a written response to this criterion. The proposal will be scored by evaluators on format, including appropriate use of tables and graphics; ease of finding clear, concise information that correlates with the Scope of Work and proposal requirements; errors, including misspellings, grammatical, and typographic; and proposer's ability to follow instructions.

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

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

7. **Cost Proposal (20 points)**

Submit a detailed Cost Proposal that includes the following items:

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

SECTION 4: SOLICITATION PROCESS

4.1: PUBLIC NOTICE

The RFP and attachments are published in the Oregon Procurement Information Network (ORPIN) at <https://orpin.oregon.gov>, and on the Clatsop County website (<https://www.clatsopcounty.gov/rfps>). RFP documents will not be mailed to prospective proposers.

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

4.2: PRE-SUBMITTAL MEETING

A virtual Pre-Submittal Meeting will be held at the date and time listed in the schedule in Section 1.4. A prospective proposer's participation in this meeting is highly encouraged but not mandatory. The purpose of the Pre-Submittal Meeting is to:

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

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

Topic: Goals 16/17 RFP - Pre-Submittal Meeting

Time: TBD

Join Zoom Meeting

[TBD](#)

Meeting ID: TBD

Passcode: TBD

Dial by your location TBD

4.3: QUESTIONS / REQUESTS FOR CLARIFICATION

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

1. Be delivered to the Single Point of Contact via email
2. Reference the RFP title
3. Identify proposer's name and contact information
4. Refer to the specific area of the RFP being questioned (i.e., page number and section number)
5. Be received by the date and time deadline for Questions / Requests for Clarification identified in the schedule in Section 1.4

4.4: PROPOSAL DELIVERY METHODS

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

4.5: PROPOSAL MODIFICATION OR WITHDRAWAL

If a proposer wishes to make modifications to a submitted proposal it must submit its modification via email prior to the submittal deadline identified in Section 1.4. The notice must include the RFP name and be submitted to the Single Point of Contact listed in this RFP.

If a proposer wishes to withdraw a submitted proposal, it must submit a written notice signed by an authorized representative of its intent to withdraw. The notice must be submitted to the Single Point of Contact via email prior to the proposal submittal deadline identified in Section 1.4. The notice shall include the name of the RFP.

4.6: PROPOSAL MODIFICATION OR WITHDRAWAL

The proposal, including all required submittal items, must be received via email by the Single Point of Contact on or before the submittal deadline in Section 1.4. All proposal modifications or withdrawals must be received prior to the submittal deadline, as detailed in Section 4.5. **A proposal received after the submittal deadline is considered late and will not be accepted for evaluation.** A late proposal will be returned to the proposer or destroyed.

4.7: PROPOSAL REJECTION

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

1. Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to, the requirement that proposer's authorized representative sign the proposal
2. Proposer has liquidated and delinquent debt owed to the County or to any department of the County

3. Proposer fails to meet the responsibility requirements of ORS 279B.110
4. Proposer makes any contact regarding the RFP with County representatives such as County staff or officials other than the Single Point of Contact or those the Single Point of Contact authorizes, or inappropriate contact with the Single Point of Contact
5. Proposer attempts to influence a member of the Evaluation Committee
6. Proposal is conditioned on the County's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or addenda

4.8: EVALUTATION PROCESS

Proposals will be evaluated as detailed below:

1. Responsiveness and Responsibility Determinations

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

2. Evaluation Criteria

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

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

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

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

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

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

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

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

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

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

| RATING SCALE FOR PROJECT MANAGEMENT AND APPROACH | |
|---|--------------------|
| SCORE | EXPLANATION |
| 17-20 PTS | OUTSTANDING |
| 12-16 PTS | VERY GOOD |
| 8-11 PTS | ADEQUATE |

| RATING SCALE FOR PROJECT MANAGEMENT AND APPROACH | |
|---|----------------------|
| SCORE | EXPLANATION |
| 4-7 PTS | FAIR |
| 0-3 PT | RESPONSE OF NO VALUE |

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

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

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

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

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

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

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

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

| RATING SCALE AND EXPLANATION FOR CLARITY OF PROPOSAL | |
|--|-------------|
| SCORE | EXPLANATION |
| 9-10 PTS | OUTSTANDING |
| 6-8 PTS | VERY GOOD |

| RATING SCALE AND EXPLANATION FOR CLARITY OF PROPOSAL | |
|--|----------------------|
| SCORE | EXPLANATION |
| 4-5 PTS | ADEQUATE |
| 2-3 PTS | FAIR |
| 0-1 PT | RESPONSE OF NO VALUE |

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

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

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

4.9: RANKING OF PROPOSERS AND NEXT STEP DETERMINATION

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

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

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

SECTION 5: AWARD AND NEGOTIATION

5.1: AWARD NOTIFICATION PROCESS

1. Award Consideration

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

2. Intent to Award Notice

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

5.2: INTENT TO AWARD PROTEST

1. Protest Submission

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

- a. All higher ranked proposals are non-responsive
- b. Clatsop County has failed to conduct an evaluation of proposals in accordance with the criteria or process described in the RFP
- c. Clatsop County abused its discretion in rejecting the protestor's proposal as non-responsive
- d. Clatsop County's evaluation of proposal or determination of award otherwise violates ORS Chapter 279A or ORS Chapter 279B

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

2. Written Protest Requirements

Written protests must:

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

3. Response to Protest

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

5.3: APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

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

1. Insurance

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

2. Taxpayer Identification Number (TIN)

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

3. Business Registry

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

4. Nondiscrimination in Employment

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

5. Pay Equity Compliance

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

than another for comparable work, based on an employee's membership in a protected class.

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

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

5.4: CONTRACT NEGOTIATION

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

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

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

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

SECTION 6: ADDITIONAL INFORMATION

6.1: CERTIFIED FIRM PARTICIPATION

Pursuant to ORS Chapter 200, Clatsop County encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity ("COBID") in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a

business that a service-disabled veteran owns or an emerging small business. Clatsop County also encourages joint ventures or subcontracting with certified small business enterprises. For more information, visit <https://oregon4biz.diversitysoftware.com>.

6.2: GOVERNING LAWS AND REGULATIONS

This RFP is governed by the laws of the State of Oregon. Venue for any administrative or judicial action related to this RFP, evaluation and award is the Circuit Court of Clatsop County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by Clatsop County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any claim or consent to the jurisdiction of any court.

6.3: OWNERSHIP / PERMISSION TO USE MATERIALS

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

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

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

6.5: COST OF SUBMITTING A PROPOSAL

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

ATTACHMENT A – DISCLOSURE EXEMPTION AFFIDAVIT

DRAFT



DISCLOSURE EXEMPTION AFFIDAVIT

_____ (Affiant), being first duly sworn under oath, and representing [insert Proposer Name] (hereafter "Proposer"), hereby deposes and swears or affirms under penalty of perjury that:

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about [insert date] (the "Proposal"), to Clatsop County (County) in response to Request for Proposals Comprehensive Plan Update Goal 16 and Goal 17, for services to review and update Clatsop County's Goal 16: Estuarine Resources and Goal 17: Coastal Shorelands, and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.311 through 192.478, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit 1 is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information is exempt from disclosure under Oregon's Public Records Law under the specifically designated sections as set forth in Exhibit 1 or constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,

- ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
- iii. has actual or potential commercial value, and
- iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:

- i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
- ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

5. I understand that disclosure of the information referenced in Exhibit 1 may depend on official or judicial determinations made in accordance with the Public Records Law.

Affiant's Signature

State of _____)

County of _____)

Signed and sworn to before me on _____ (date) by _____ (Affiant's name).

Notary Public for the State of _____

My Commission Expires: _____

EXHIBIT 1

Proposer identifies the following information as exempt from public disclosure under the following designated exemption(s):

DRAFT

ATTACHMENT B – PROPOSER INFORMATION AND CERTIFICATION SHEET

DRAFT



PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: _____

Address: _____ City, State, Zip: _____

State of Incorporation: _____ Entity Type: _____

Contact Name: _____ Telephone: _____ Email: _____

Oregon Business Registry Number (if required): _____

Any individual signing below hereby certifies they are an authorized representative of Proposer and that:

1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract/Price Agreement terms and conditions and as modified by any Addenda, except for those terms and conditions that the County has reserved for negotiation, as identified in the RFP.
2. Proposer acknowledges receipt of any and all Addenda to this RFP.
3. Proposal is a Firm Offer for 180 days following the Closing.
4. If awarded a Contract/Price Agreement, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract/Price Agreement.
5. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a

service-disabled veteran owns or an emerging small business. If applicable, Proposer has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112 (formerly HB 3060), of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class.

7. Proposer complies with ORS 652.220 and does not unlawfully discriminate against any of Proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age.

Contractor's continuing compliance constitutes a material element of this Contract/Price Agreement and a failure to comply constitutes a breach that entitles Clatsop County to terminate this Contract/Price Agreement for cause.

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

8. Proposer and Proposer's employees, agents, and subcontractors are not included on:
 - A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - B. the government wide exclusions list in the System for Award Management found at: <https://www.sam.gov/portal/>
9. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the Clatsop County, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify Clatsop County in writing.
10. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
11. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Contract/Price Agreement being a "false claim" {ORS 180.750(2)} subject

to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

12. Proposer acknowledges these certifications are in addition to any certifications required in the Contract/Price Agreement and Scope of Work at the time of Contract/Price Agreement execution.

Authorized Signature

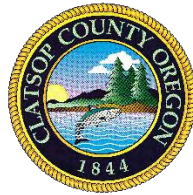
Date

(Printed Name and Title)

DRAFT

ATTACHMENT C – RESPONSIBILITY INQUIRY

DRAFT



RESPONSIBILITY INQUIRY

Clatsop County will determine responsibility of a firm prior to award and execution of a contract. In addition to this form, Clatsop County may obtain any information County deems necessary to make the determination. Clatsop County will notify the firm of any other documentation required, which may include, but is not limited to, Oregon Department of Revenue Letter of Debt Compliance, recent profit-and-loss history; current balance statements and cash flow information; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; insurability, credit information; material; equipment; facility and personnel information; record of performance under previous contracts; etc. Clatsop County may postpone the award of the Contract in order to complete its investigation and evaluation. Failure to promptly provide requested information and clearly demonstrate Responsibility may result in offer rejection and ineligibility of contract award.

- 1.** Does your firm have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of the firm to meet all contractual responsibilities? YES ☐ / NO ☐.
- 2.** Number of years in business providing the services/goods/equipment required under the prospective contract:
- 3.**
 - a)** Is your firm experiencing financial distress or having difficulty securing financing? YES ☐ / NO ☐.
 - b)** Does your firm have sufficient cash flow to fund day-to-day operations throughout the proposed contract period? YES ☐ / NO ☐ If "YES" on question 3.a or "NO" on question 3.b, please provide additional details.

Response:

- 4.** Within the last 3-year period, has your firm had one or more contracts terminated for contractor default by any federal, state or local government agency, or any lawsuits filed against it by creditors or involving contract disputes? YES ☐ / NO ☐. If "YES," please explain. (With regard to judgments, include jurisdiction and date of final judgment or dismissal.)

Response:

- 5.** Is your firm, a major partner or major shareholder (defined as a partner or shareholder owning 10% or more of your firm), a major subcontractor (defined as receiving 10% or more of the total Contract amount), or any principal officer of your firm, major partner,

major shareholder, or major subcontractor presently, or within the last 3 years has been convicted of, indicted for, or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of bids or Proposals; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property? YES ☐ / NO ☐. If "YES," indicate the jurisdiction, date of indictment, charge or judgment and names and summary of charges.

Response:

6. Within the last 3-year period, has your firm filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? YES ☐ / NO ☐. If "YES," indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

Response:

7. a) Within the last 3-year period, has your firm been notified of any delinquent Federal or State taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. YES ☐ /NO ☐.
b) Does your firm have any liquidated and delinquent debt owed to the State or any department or agency of the State? If "YES" on 7.a or 7.b or both, please explain. YES ☐ /NO ☐
c) Does your firm have any delinquent debt owed to Clatsop County or any department of Clatsop County? If "YES" on 7.a or 7.b or both, please explain. YES ☐ /NO ☐

Response:

8. Does your firm have all required licenses, insurance and/or registrations, if any, and is the firm legally authorized to do business in the State of Oregon. YES ☐ /NO ☐. If "NO," please explain.

Response:

9. Within the last 3-year period, has your firm completed previous contracts of a similar nature with a satisfactory record of performance? [For purposes of this question, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within your firm's control, your firm stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner.] YES ☐ /NO ☐. If "NO," please explain.

Response:

AUTHORIZED SIGNATURE

By signature below, the undersigned Authorized Representative on behalf of Bidder/Proposer certifies that the responses provided on this form are complete, accurate, and not misleading.

REQUEST FOR PROPOSALS

UPDATE OF COMPREHENSIVE PLAN GOAL 16: ESTUARINE RESOURCES AND GOAL 17: COASTAL SHORELANDS

| | |
|---------------|---|
| Name of Firm: | RFP/ITB # (if applicable): Project Name: |
|---------------|---|

Authorized Signature

Date

Print Name

Title

DRAFT

ATTACHMENT D – SAMPLE CONTRACT

DRAFT



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

(Attach additional information as Attachment A if appropriate or necessary).

Payment Terms: (lump sum, monthly installments, progress payments, etc. – Attach additional information as Exhibit B if applicable):

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

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

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

_____ (approved by County Counsel)

_____ (Contractor's Initials) _____

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

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

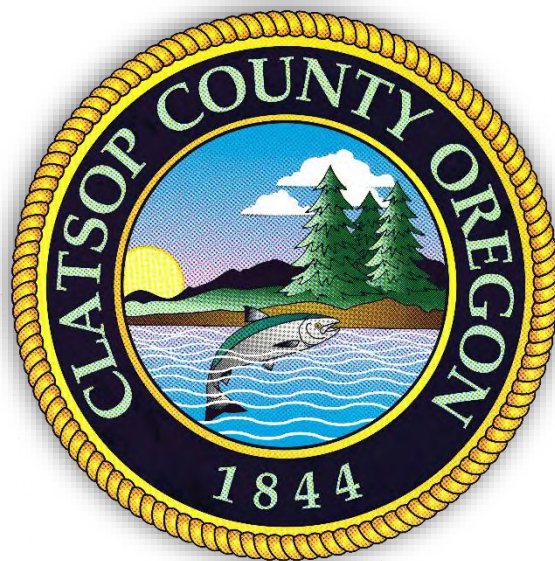
This Agreement will not be effective until approved by the authorized signatory for County.

FOR COUNTY:**FOR CONTRACTOR:**_____
Signature_____
Date_____
Signature_____
Date_____
Title_____
Title_____
Address_____
City_____
State_____
Zip

EXHIBIT B

Draft RFP: Goal 18

ISSUE DATE: TBD
DEADLINE: TBD



Request for Proposals Comprehensive Plan Update Goal 18: Beaches and Dunes

GAIL HENRIKSON
COMMUNITY DEVELOPMENT DIRECTOR

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SECTION 1: GENERAL INFORMATION

1.1: BACKGROUND

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

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

1.2: GOAL 18: BEACHES AND DUNES IN OREGON AND CLATSOP COUNTY

Beaches and dunes are the physical environments at the very edge of the sea. These are highly dynamic places; sand and gravel are moved by wind, waves, and currents. They serve as buffers between the energy of the ocean and the land. Beaches and dunes also provide the public with recreational opportunities and draw scores of visitors to Oregon, and more specifically, Clatsop County each year.

Statewide Planning Goal 18 focuses on conserving and protecting Oregon's beach and dune resources, and on recognizing and reducing exposure to hazards in this dynamic, sometime quickly changing environment. Goal 18 is central to the work of coastal communities in addressing the impacts of coastal hazards and climate change in areas along the ocean shore.

Clatsop County is required to inventory beaches and dunes and describe the stability, movement, groundwater resources, hazards and values of the beach, dune, and interdune areas. The County must then apply appropriate beach and dune policies for use in these areas. Clatsop County's Goal 18 was originally adopted in 1980 and has not be holistically reviewed or updated since that time. As considerable technological changes have occurred, particularly with regard to offshore energy sources which may involve cable landings or other impacts to Clatsop County's beaches and dunes, it is imperative that Goal 18 be comprehensively reviewed and updated.

Statewide Planning Goal 18 includes some requirements that are of particular importance:

Prohibition Areas

Statewide Planning Goal 18 prohibits development on the most sensitive and hazardous landforms in the beach and dune environment, including beaches, active foredunes and other dune areas subject to severe erosion or flooding. This requirement has been instrumental in preventing inappropriate development on these critical landforms.

Shoreline Armoring

The goal limits the placement of beachfront protective structures (i.e. shoreline armoring such as riprap and seawalls) to those areas where development existed prior to 1977. This policy effectively places a cap on the amount of ocean shore that may be hardened, and thus limits the cumulative impacts of such hardening.

Shoreline armoring can cause scouring and lowering of the beach profile, which can result over time in the loss of access to Clatsop County's public beaches. New development must account for shoreline erosion through non-structural approaches (e.g. increased setbacks). In the face of increased ocean erosion occurring in conjunction with climate change and sea level rise, limiting hard structures and allowing natural shoreline migration is a critical policy tool for conserving and maintaining the County's ocean beaches.

In 2022, the Land Conservation and Development Commission approved new rules to allow local jurisdictions to apply for Goal 18 exceptions in order to install protective armoring for public roads threatened by coastal erosion. These rules would need to be incorporated into Clatsop County's Goal 18 and Land and Water Development and Use Code.

Dune Grading

Statewide Planning Goal 18 specifies detailed requirements for foredune grading (lowering of the dunes for views). Such grading is permitted in limited circumstances in association with existing development. It must be based on a specific dune system management plan that prescribes standards for maintaining flood protection, maintaining overall system sand supply, and post-grading sand stabilization (e.g. planting of beach grass). There are currently six official dune management plans in place in Oregon, none of which are in unincorporated Clatsop County.

Ocean Shore Regulation

Oregon's ocean beaches are managed by the [Oregon Parks and Recreation Department \(OPRD\)](#) which has an extensive permitting program for shoreline protection under [ORS 390.605 – 390.770](#), also known as the "Beach Bill." OPRD regulates activities affecting the ocean shorelands west of the statutory vegetation line or the line of established vegetation, whichever is most landward. This includes beachfront protective structures, stairways, walkways, or other structures than encroach on the public beach. OPRD has incorporated the [Oregon Department of State Lands](#) authority to regulate removal and fill activities along the ocean shore under its permit program. Permitted activities must be consistent with the Statewide Planning Goals (especially Goal 18), local comprehensive plans, and with the [OPRD Ocean Shore Management Plan](#). As Clatsop County's Goal 18 has not been holistically reviewed or update since adoption in 1980, a component of this RFP will include reviewing Clatsop County's current Goal 18 with the above documents and ORS to determine consistency with current legislation, regulations and standards.

1.3: SCHEDULE

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

| EVENT | DATE | TIME |
|--|------|-----------------|
| Pre-Submittal Meeting | TBD | 9:00AM |
| Questions/Requests for Clarification Deadline | TBD | 4:00PM |
| Answers to Questions/Requests for Clarification Issued | TBD | Prior to 4:00PM |
| Proposal Submittal Deadline | TBD | 4:00PM |
| Proposal Opening | TBD | 4:00PM |
| Evaluation Committee Meeting | TBD | |
| Proposer Interviews (if needed) | TBD | |
| Issuance of Notice of Intent to Award | TBD | Prior to 4:00PM |
| Award Protest Period Ends | TBD | 4:00PM |
| Board of Commissioners Approval | TBD | 6:00PM |

1.4: SINGLE POINT OF CONTACT

Questions pertaining to this document should be submitted to:

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

SECTION 2: OVERVIEW AND SCOPE OF WORK

2.1: PURPOSE

In FY 22/23, Clatsop County will complete a [three-year review and update](#) of Goals 1-14 and Goal 19 of its comprehensive plan. This process represented the first holistic and comprehensive review of the Clatsop County comprehensive plan since its original adoption in 1980. This work was completed by over 30 citizen volunteers and county staff, with technical assistance from state agencies and the Columbia River Estuary Study Taskforce (CREST). Due to the complexity and technical nature of Statewide Planning Goals 16-18, those elements were not included in that three-year review. This project would complete a portion of the remainder of this work. A separate Request for Proposals is being issued concurrently with this RFP to complete updates to Goals 16 and 17.

2.2: SCOPE OF WORK / SPECIFICATIONS

1. develop and implement a public involvement plan to obtain community input and feedback on the updates to Goal 18
2. review existing plans and data inventories, applicable supporting documents, publicly available State data, and Clatsop County's Goal 18 policies
3. evaluate Clatsop County's current Goal 18 against Statewide Planning Goal 18 and ORS to determine consistency with current legislation, regulations and standards
4. identify areas where Clatsop County Goal 18 does not comply with Statewide Planning Goals, Oregon Revised Statutes and/or Oregon Administrative Rules
5. develop a report summarizing the coastal hazards and climate change impacts on beaches and dunes
6. develop policies and implementation standards and regulations to address best management practices to mitigate sea level rise and coastal erosion
7. prepare digital maps relevant to Goal 18, including an inventory of properties/structures that qualify for beach armoring under Statewide Planning Goal 18
8. develop policies and incorporate standards associated with protective armoring of public roads threatened by coastal erosion consistent with revisions approved by LCDC in 2022
9. develop policies and standards to address non-structural armoring of areas subject to coastal erosion
10. identify issues associated with cable landings and other offshore development and infrastructure, governed by Statewide Planning Goal 19, that may impact Clatsop County's beaches and dunes and develop associated policies and implementation standards to address any foreseeable impacts
11. prepare new enforceable policies for Goal 18 based upon the above analysis
12. prepare a final report including findings and recommendations for Tasks #1-11, above

SECTION 3: PROCUREMENT REQUIREMENTS

3.1: MINIMUM QUALIFICATIONS

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

1. Knowledge of Oregon's Statewide Land Use Program, with an emphasis on Goal 18
2. Knowledge of coastal hazards and climate threats to Oregon beaches and dunes and adjacent developments and communities
3. Demonstrated experience in successful public process management and facilitation
4. Experience working with local jurisdictions on special area plans or similar spatially-based resource or land use management plans
5. High level of technical expertise and GIS and technical reporting

3.2: PROPOSAL REQUIREMENTS

Respondents shall submit **one electronic proposal** that presents their qualifications and understanding of the work to be performed. Include all required information, organized and

identified in a table of contents as described in the paragraphs that follow. Any other information thought to be relevant, but not applicable to the enumerated categories, may be provided as a separate appendix to the proposal. The following information/documents shall be included in the proposal package to be considered **responsive** to the Request for Proposals:

1. Executive Summary
2. Technical Proposal
3. Disclosure Exemption Affidavit, if applicable (Attachment A)
4. Proposer Information and Certification Sheet (Attachment B)
5. References
6. Cost Proposal
7. Responsibility Inquiry (Attachment C)
8. Key Persons and Resumes, including:
 - a. Name and title
 - b. Work phone
 - c. Work email
 - d. Area of expertise
 - e. Current resume, not to exceed two pages, demonstrating key person's qualifications and experience to provide the work described in the RFP
9. Work Samples

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

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

3.3: PROPOSAL EVALUATION CRITERIA

Proposals will be scored based upon the following criteria:

1. **Key Persons (10 points)**
2. **Project Management and Approach (20 points)**

Describe how the proposer would carry out the major activities of this project in context with the Scope of Work. Provide an inclusive project management plan that the proposer intends to follow. Illustrate how this plan will serve to coordinate and accomplish the work.
3. **Relevant Specific Experience (30 points)**

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

qualified staff to provide the work being requested. Project descriptions must, at a minimum, include the following:

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

4. **Work Samples (10 points)**

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

5. **Clarity of Proposal (10 points)**

Proposers should not provide a written response to this criterion. The proposal will be scored by evaluators on format, including appropriate use of tables and graphics; ease of finding clear, concise information that correlates with the Scope of Work and proposal requirements; errors, including misspellings, grammatical, and typographic; and proposer's ability to follow instructions.

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

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

7. **Cost Proposal (20 points)**

Submit a detailed Cost Proposal that includes the following items:

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

SECTION 4: SOLICITATION PROCESS

4.1: PUBLIC NOTICE

The RFP and attachments are published in the Oregon Procurement Information Network (ORPIN) at <https://orpin.oregon.gov>, and on the Clatsop County website

(<https://www.clatsopcounty.gov/rfps>). RFP documents will not be mailed to prospective proposers.

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

4.2: PRE-SUBMITTAL MEETING

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

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

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

Topic: Goals 18 RFP - Pre-Submittal Meeting

Time: TBD

Join Zoom Meeting

[TBD](#)

Meeting ID: TBD

Passcode: TBD

Dial by your location TBD

4.3: QUESTIONS / REQUESTS FOR CLARIFICATION

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

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

4.4: PROPOSAL DELIVERY METHODS

Proposer is solely responsible for ensuring its proposal is received by the Single Point of Contact in accordance with the RFP requirements before the submittal deadline. Clatsop County is not

responsible for any transmission errors or delays or for any mis-delivery for any reason. A proposal submitted by any means not authorized below will be rejected. **All submittals must be submitted via email to ghenrikson@clatsopcounty.gov.**

4.5: PROPOSAL MODIFICATION OR WITHDRAWAL

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

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

4.6: PROPOSAL MODIFICATION OR WITHDRAWAL

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

4.7: PROPOSAL REJECTION

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

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

4.8: EVALUTATION PROCESS

Proposals will be evaluated as detailed below:

1. **Responsiveness and Responsibility Determinations**
 - a. **Responsiveness determination:** A proposal received prior to the submittal deadline will be reviewed to determine if it is responsive to all RFP requirements including compliance with the Minimum Qualifications section and Minimum Submission

Requirements section. If the proposal is unclear, the Single Point of Contact may request clarification from the proposer. If the Single Point of Contact finds the Proposal to be non-responsive, the proposal may be rejected; however, the County may waive mistakes in accordance with OAR 125-247-0470.

- b. **Responsibility Determination:** The County will determine if an apparent successful proposer is responsible prior to award and execution of the contract. Proposers shall submit a signed Responsibility Inquiry form (Attachment C) with their proposal. At any time prior to award, the County may reject a proposer found to be not responsible.

2. Evaluation Criteria

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

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

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

The Single Point of Contact may request further clarification to assist the Evaluation Committee in gaining additional understanding of the proposal. A response to a

clarification request must be to clarify or explain portions of the already submitted proposal and may not contain new information not included in the original proposal.

a. Key Persons (10 points maximum)

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

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

b. Project Management and Approach (20 points maximum)

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

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

c. Specific Experience (30 points maximum)

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

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

d. Work Samples (10 points maximum)

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

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

e. Clarity of Proposal (10 points maximum)

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

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

f. Proposal Cost (20 points maximum)

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

| RATING SCALE AND EXPLANATION FOR COST PROPOSAL | |
|--|---|
| SCORE | EXPLANATION |
| 17-20 PTS | OUTSTANDING The Cost Proposal meets all of the requirements and presents a comparatively very high degree of economy without raising doubts that the proposer has underestimated the resources necessary to complete the project. When considered in relation to the quality of proposal, cost represents an outstanding value. |
| 12-16 PTS | VERY GOOD |

| RATING SCALE AND EXPLANATION FOR COST PROPOSAL | |
|--|--|
| SCORE | EXPLANATION |
| | The Cost Proposal meets all requirements and offers the services at a cost that falls within a reasonably competitive range. When considered in relation to the quality of proposal, cost represents a very good value. |
| 8-11 PTS | ADEQUATE The Cost Proposal meets all requirements in a reasonably adequate manner but offers pricing at the upper end of reasonable competitiveness as compared with the cost proposals of other proposers. When considered in relation to the quality of proposal, cost represents adequate value. |
| 4-7 PTS | FAIR The Cost Proposal meets all requirements in a reasonably adequate manner but offers pricing that approaches the bounds of failing to be reasonably competitive as compared to the cost proposals of other proposers. When considered in relation to the quality of proposal, cost represents a fair value. |
| 0-3 PT | RESPONSE OF LITTLE VALUE The Cost Proposal either calls for unsustainably high pricing or proposes pricing that is objectively inadequate to sustain the proposer's efforts on the project. Or, the Cost Proposal fails to substantially meet all cost proposal requirements. When considered in relation to quality of the proposal, cost is either unrealistic or unreasonably high. |

4.9: RANKING OF PROPOSERS AND NEXT STEP DETERMINATION

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

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

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

SECTION 5: AWARD AND NEGOTIATION

5.1: AWARD NOTIFICATION PROCESS

1. Award Consideration

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

2. Intent to Award Notice

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

5.2: INTENT TO AWARD PROTEST

1. Protest Submission

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

- a. All higher ranked proposals are non-responsive
- b. Clatsop County has failed to conduct an evaluation of proposals in accordance with the criteria or process described in the RFP
- c. Clatsop County abused its discretion in rejecting the protestor's proposal as non-responsive
- d. Clatsop County's evaluation of proposal or determination of award otherwise violates ORS Chapter 279A or ORS Chapter 279B

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

2. Written Protest Requirements

Written protests must:

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

3. Response to Protest

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

5.3: APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

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

1. Insurance

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

2. Taxpayer Identification Number (TIN)

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

3. Business Registry

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

4. Nondiscrimination in Employment

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

5. Pay Equity Compliance

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

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

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

5.4: CONTRACT NEGOTIATION

After selection of a successful proposer, Clatsop County may enter into contract negotiations with the successful proposer. By submitting a proposal, proposer agrees to comply with the

requirements of the RFP, including the terms and conditions of the sample contract (Attachment D).

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

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

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

SECTION 6: ADDITIONAL INFORMATION

6.1: CERTIFIED FIRM PARTICIPATION

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

6.2: GOVERNING LAWS AND REGULATIONS

This RFP is governed by the laws of the State of Oregon. Venue for any administrative or judicial action related to this RFP, evaluation and award is the Circuit Court of Clatsop County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by Clatsop County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any claim or consent to the jurisdiction of any court.

6.3: OWNERSHIP / PERMISSION TO USE MATERIALS

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

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

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

6.5: COST OF SUBMITTING A PROPOSAL

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

DRAFT

ATTACHMENT A – DISCLOSURE EXEMPTION AFFIDAVIT

DRAFT



DISCLOSURE EXEMPTION AFFIDAVIT

_____ (Affiant), being first duly sworn under oath, and representing [insert Proposer Name] (hereafter "Proposer"), hereby deposes and swears or affirms under penalty of perjury that:

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about [insert date] (the "Proposal"), to Clatsop County (County) in response to Request for Proposals Comprehensive Plan Update Goal 16 and Goal 17, for services to review and update Clatsop County's Goal 16: Estuarine Resources and Goal 17: Coastal Shorelands, and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.311 through 192.478, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit 1 is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information is exempt from disclosure under Oregon's Public Records Law under the specifically designated sections as set forth in Exhibit 1 or constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,

- ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
- iii. has actual or potential commercial value, and
- iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:

- i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
- ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

5. I understand that disclosure of the information referenced in Exhibit 1 may depend on official or judicial determinations made in accordance with the Public Records Law.

Affiant's Signature

State of _____)

County of _____)

Signed and sworn to before me on _____ (date) by _____ (Affiant's name).

Notary Public for the State of _____

My Commission Expires: _____

EXHIBIT 1

Proposer identifies the following information as exempt from public disclosure under the following designated exemption(s):

DRAFT

ATTACHMENT B – PROPOSER INFORMATION AND CERTIFICATION SHEET

DRAFT



PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: _____

Address: _____ City, State, Zip: _____

State of Incorporation: _____ Entity Type: _____

Contact Name: _____ Telephone: _____ Email: _____

Oregon Business Registry Number (if required): _____

Any individual signing below hereby certifies they are an authorized representative of Proposer and that:

1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract/Price Agreement terms and conditions and as modified by any Addenda, except for those terms and conditions that the County has reserved for negotiation, as identified in the RFP.
2. Proposer acknowledges receipt of any and all Addenda to this RFP.
3. Proposal is a Firm Offer for 180 days following the Closing.
4. If awarded a Contract/Price Agreement, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract/Price Agreement.
5. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a

service-disabled veteran owns or an emerging small business. If applicable, Proposer has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112 (formerly HB 3060), of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class.

7. Proposer complies with ORS 652.220 and does not unlawfully discriminate against any of Proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age.

Contractor's continuing compliance constitutes a material element of this Contract/Price Agreement and a failure to comply constitutes a breach that entitles Clatsop County to terminate this Contract/Price Agreement for cause.

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

8. Proposer and Proposer's employees, agents, and subcontractors are not included on:
 - A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - B. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/>
9. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the Clatsop County, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify Clatsop County in writing.
10. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
11. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Contract/Price Agreement being a "false claim" {ORS 180.750(2)} subject

to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

- 12.** Proposer acknowledges these certifications are in addition to any certifications required in the Contract/Price Agreement and Scope of Work at the time of Contract/Price Agreement execution.

Authorized Signature

Date

(Printed Name and Title)

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ATTACHMENT C – RESPONSIBILITY INQUIRY

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RESPONSIBILITY INQUIRY

Clatsop County will determine responsibility of a firm prior to award and execution of a contract. In addition to this form, Clatsop County may obtain any information County deems necessary to make the determination. Clatsop County will notify the firm of any other documentation required, which may include, but is not limited to, Oregon Department of Revenue Letter of Debt Compliance, recent profit-and-loss history; current balance statements and cash flow information; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; insurability, credit information; material; equipment; facility and personnel information; record of performance under previous contracts; etc. Clatsop County may postpone the award of the Contract in order to complete its investigation and evaluation. Failure to promptly provide requested information and clearly demonstrate Responsibility may result in offer rejection and ineligibility of contract award.

- 1.** Does your firm have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of the firm to meet all contractual responsibilities? YES ☐ / NO ☐.
- 2.** Number of years in business providing the services/goods/equipment required under the prospective contract:
- 3.**
 - a)** Is your firm experiencing financial distress or having difficulty securing financing? YES ☐ / NO ☐.
 - b)** Does your firm have sufficient cash flow to fund day-to-day operations throughout the proposed contract period? YES ☐ / NO ☐ If "YES" on question 3.a or "NO" on question 3.b, please provide additional details.

Response:

- 4.** Within the last 3-year period, has your firm had one or more contracts terminated for contractor default by any federal, state or local government agency, or any lawsuits filed against it by creditors or involving contract disputes? YES ☐ / NO ☐. If "YES," please explain. (With regard to judgments, include jurisdiction and date of final judgment or dismissal.)

Response:

- 5.** Is your firm, a major partner or major shareholder (defined as a partner or shareholder owning 10% or more of your firm), a major subcontractor (defined as receiving 10% or more of the total Contract amount), or any principal officer of your firm, major partner,

major shareholder, or major subcontractor presently, or within the last 3 years has been convicted of, indicted for, or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of bids or Proposals; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property? YES ☐ / NO ☐. If "YES," indicate the jurisdiction, date of indictment, charge or judgment and names and summary of charges.

Response:

6. Within the last 3-year period, has your firm filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? YES ☐ / NO ☐. If "YES," indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

Response:

7. a) Within the last 3-year period, has your firm been notified of any delinquent Federal or State taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. YES ☐ /NO ☐.
b) Does your firm have any liquidated and delinquent debt owed to the State or any department or agency of the State? If "YES" on 7.a or 7.b or both, please explain. YES ☐ /NO ☐
c) Does your firm have any delinquent debt owed to Clatsop County or any department of Clatsop County? If "YES" on 7.a or 7.b or both, please explain. YES ☐ /NO ☐

Response:

8. Does your firm have all required licenses, insurance and/or registrations, if any, and is the firm legally authorized to do business in the State of Oregon. YES ☐ /NO ☐. If "NO," please explain.

Response:

9. Within the last 3-year period, has your firm completed previous contracts of a similar nature with a satisfactory record of performance? [For purposes of this question, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within your firm's control, your firm stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner.] YES ☐ /NO ☐. If "NO," please explain.

Response:

AUTHORIZED SIGNATURE

By signature below, the undersigned Authorized Representative on behalf of Bidder/Proposer certifies that the responses provided on this form are complete, accurate, and not misleading.

REQUEST FOR PROPOSALS
UPDATE OF COMPREHENSIVE PLAN GOAL 18: BEACHES AND DUNES

| | |
|---------------|---|
| Name of Firm: | RFP/ITB # (if applicable): Project Name: |
|---------------|---|

Authorized Signature Date

Print Name Title

DRAFT

ATTACHMENT D – SAMPLE CONTRACT

DRAFT



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

(Attach additional information as Attachment A if appropriate or necessary).

Payment Terms: (lump sum, monthly installments, progress payments, etc. – Attach additional information as Exhibit B if applicable):

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

- any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
- b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
 - f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
 - g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
5. **JUDICIAL RULINGS.** If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.
6. **INDEPENDENT CONTRACTOR.** Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.
7. **INDEMNIFICATION.** Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.
8. **INSURANCE.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$700,000 for property damage and minimum of \$800,000 per person for bodily injury and no less than \$1,600,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows: _____

_____ (approved by County Counsel)
_____ (Contractor's Initials) _____
9. **WORKER'S COMPENSATION.** Contractor shall comply with ORS 656.017 for all

- employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.
10. **NONDISCRIMINATION.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.
11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated under the following conditions:
- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
 - b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
 - c. Immediately on breach of the contract.
12. **SUBCONTRACTING/NONASSIGNMENT.** No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.
13. **SURVIVAL.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
14. **FUNDING.** In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.
15. **STANDARD OF SERVICES AND WARRANTY.** Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.
16. **COUNTY PRIORITIES.** Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.
17. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.
18. **TAX COMPLIANCE CERTIFICATION.** Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of

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

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

FOR COUNTY:

FOR CONTRACTOR:

Signature Date Signature Date

Title Title

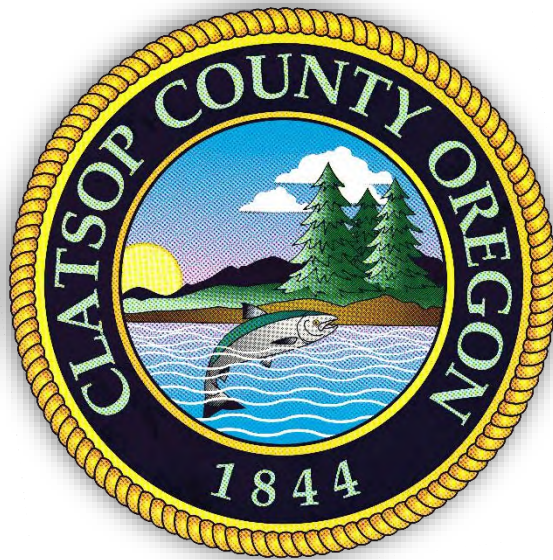
Address

City State Zip

EXHIBIT C

Draft RFP: Economic Opportunities Analysis

ISSUE DATE: TBD
DEADLINE: TBD



Request for Proposals Economic Opportunities Analysis

GAIL HENRIKSON
COMMUNITY DEVELOPMENT DIRECTOR

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SECTION 1: GENERAL INFORMATION

1.1: BACKGROUND

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

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

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

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

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

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

- Health care
- Tourism
- Construction

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

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

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

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

1.3: SCHEDULE

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

| EVENT | DATE | TIME |
|--|------|-----------------|
| Pre-Submittal Meeting | TBD | 9:00AM |
| Questions/Requests for Clarification Deadline | TBD | 4:00PM |
| Answers to Questions/Requests for Clarification Issued | TBD | Prior to 4:00PM |
| Proposal Submittal Deadline | TBD | 4:00PM |
| Proposal Opening | TBD | 4:00PM |
| Evaluation Committee Meeting | TBD | |
| Proposer Interviews (if needed) | TBD | |
| Issuance of Notice of Intent to Award | TBD | Prior to 4:00PM |

| | | |
|---------------------------------|-----|--------|
| Award Protest Period Ends | TBD | 4:00PM |
| Board of Commissioners Approval | TBD | 6:00PM |

1.4: SINGLE POINT OF CONTACT

Questions pertaining to this document should be submitted to:

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

SECTION 2: OVERVIEW AND SCOPE OF WORK

2.1: PURPOSE

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

2.2: SCOPE OF WORK / SPECIFICATIONS

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

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

SECTION 3: PROCUREMENT REQUIREMENTS

3.1: MINIMUM QUALIFICATIONS

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

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

3.2: PROPOSAL REQUIREMENTS

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

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

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

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

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

3.3: PROPOSAL EVALUATION CRITERIA

Proposals will be scored based upon the following criteria:

1. **Key Persons (10 points)**
2. **Project Management and Approach (20 points)**
Describe how the proposer would carry out the major activities of this project in context with the Scope of Work. Provide an inclusive project management plan that the proposer intends to follow. Illustrate how this plan will serve to coordinate and accomplish the work.
3. **Relevant Specific Experience (30 points)**
Proposer shall provide a description of a minimum of two previous projects proposer has completed in the last five years, similar to the work proposed here. The projects should be similar in scope, size, and requirements to that described in this RFP. The projects must demonstrate that the proposer has the experience, knowledge, and qualified staff to provide the work being requested. Project descriptions must, at a minimum, include the following:
 - Overview of each project
 - Type and size of the project
 - Goals and objectives of the project
 - Description of the results
 - Key Persons assigned and their roles
 - If the projects were completed within proposer's estimated budget and schedule or if they required adjustments. Please include an explanation for the adjustments.
 - Any other important and relevant information regarding the project
4. **Work Samples (10 points)**
Provide actual pages demonstrating the proposer's ability to communicate key information and inform decisions from one or more projects of similar scope and magnitude. Pages should be marked only to call out a specific section. Work samples will

be scored by the evaluators on applicability to this proposed project as well as format, including appropriate use of tables and graphics; clear, concise text; and errors, including misspellings, grammatical, and typographic.

5. **Clarity of Proposal (10 points)**

Proposers should not provide a written response to this criterion. The proposal will be scored by evaluators on format, including appropriate use of tables and graphics; ease of finding clear, concise information that correlates with the Scope of Work and proposal requirements; errors, including misspellings, grammatical, and typographic; and proposer's ability to follow instructions.

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

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

7. **Cost Proposal (20 points)**

Submit a detailed Cost Proposal that includes the following items:

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

SECTION 4: SOLICITATION PROCESS

4.1: PUBLIC NOTICE

The RFP and attachments are published in the Oregon Procurement Information Network (ORPIN) at <https://orpin.oregon.gov>, and on the Clatsop County website (<https://www.clatsopcounty.gov/rfps>). RFP documents will not be mailed to prospective proposers.

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

4.2: PRE-SUBMITTAL MEETING

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

1. Provide additional description of the project
2. Explain the RFP evaluation and selection process

3. Answer any questions proposers may have related to the project or the process.

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

Topic: Goals Economic Opportunities Analysis

Time: TBD

Join Zoom Meeting

TBD

Meeting ID: TBD

Passcode: TBD

Dial by your location TBD

4.3: QUESTIONS / REQUESTS FOR CLARIFICATION

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

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

4.4: PROPOSAL DELIVERY METHODS

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

4.5: PROPOSAL MODIFICATION OR WITHDRAWAL

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

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

4.6: PROPOSAL MODIFICATION OR WITHDRAWAL

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

4.7: PROPOSAL REJECTION

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

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

4.8: EVALUTATION PROCESS

Proposals will be evaluated as detailed below:

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

Each proposal meeting all responsiveness requirements will be independently evaluated by members of an evaluation committee. Evaluation Committee members may change and the County may have additional or fewer evaluators for optional rounds of

competition. Evaluators will assign a score for each evaluation criterion listed below in this section up to the maximum points 100 points available as detailed in Section 4.9.

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

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

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

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

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

| RATING SCALE FOR KEY PERSONS CRITERION | |
|--|-------------|
| SCORE | EXPLANATION |
| 9-10 PTS | OUTSTANDING |
| 6-8 PTS | VERY GOOD |
| 4-5 PTS | ADEQUATE |

| RATING SCALE FOR KEY PERSONS CRITERION | |
|--|----------------------|
| SCORE | EXPLANATION |
| 2-3 PTS | FAIR |
| 0-1 PT | RESPONSE OF NO VALUE |

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

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

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

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

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

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

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

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

| RATING SCALE AND EXPLANATION FOR WORK SAMPLES | |
|---|-------------|
| SCORE | EXPLANATION |
| 9-10 PTS | OUTSTANDING |
| 6-8 PTS | VERY GOOD |
| 4-5 PTS | ADEQUATE |

| RATING SCALE AND EXPLANATION FOR WORK SAMPLES | |
|---|----------------------|
| SCORE | EXPLANATION |
| 2-3 PTS | FAIR |
| 0-1 PT | RESPONSE OF NO VALUE |

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

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

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

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

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

| RATING SCALE AND EXPLANATION FOR COST PROPOSAL | |
|--|---|
| SCORE | EXPLANATION |
| 17-20 PTS | OUTSTANDING The Cost Proposal meets all of the requirements and presents a comparatively very high degree of economy without raising doubts that the proposer has underestimated the resources necessary to complete the project. When considered in relation to the quality of proposal, cost represents an outstanding value. |
| 12-16 PTS | VERY GOOD The Cost Proposal meets all requirements and offers the services at a cost that falls within a reasonably competitive range. When considered in relation to the quality of proposal, cost represents a very good value. |
| 8-11 PTS | ADEQUATE The Cost Proposal meets all requirements in a reasonably adequate manner but offers pricing at the upper end of reasonable competitiveness as compared with the cost proposals of other proposers. When considered in relation to the quality of proposal, cost represents adequate value. |
| 4-7 PTS | FAIR |

| RATING SCALE AND EXPLANATION FOR COST PROPOSAL | |
|--|--|
| SCORE | EXPLANATION |
| | The Cost Proposal meets all requirements in a reasonably adequate manner but offers pricing that approaches the bounds of failing to be reasonably competitive as compared to the cost proposals of other proposers. When considered in relation to the quality of proposal, cost represents a fair value. |
| 0-3 PT | RESPONSE OF LITTLE VALUE The Cost Proposal either calls for unsustainably high pricing or proposes pricing that is objectively inadequate to sustain the proposer's efforts on the project. Or, the Cost Proposal fails to substantially meet all cost proposal requirements. When considered in relation to quality of the proposal, cost is either unrealistic or unreasonably high. |

4.9: RANKING OF PROPOSERS AND NEXT STEP DETERMINATION

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

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

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

SECTION 5: AWARD AND NEGOTIATION

5.1: AWARD NOTIFICATION PROCESS

1. Award Consideration

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

2. Intent to Award Notice

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

5.2: INTENT TO AWARD PROTEST

1. Protest Submission

An affected proposer shall have 7 calendar days from the date of the Intent to Award notice to file a written protest. A proposer is an affected proposer only if the proposer

would be eligible for contract award in the event the protest was successful and is protesting for one or more of the following reasons as specified in ORS 279B.410:

- a. All higher ranked proposals are non-responsive
- b. Clatsop County has failed to conduct an evaluation of proposals in accordance with the criteria or process described in the RFP
- c. Clatsop County abused its discretion in rejecting the protestor's proposal as non-responsive
- d. Clatsop County's evaluation of proposal or determination of award otherwise violates ORS Chapter 279A or ORS Chapter 279B

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

2. **Written Protest Requirements**

Written protests must:

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

3. **Response to Protest**

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

5.3: APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

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

1. **Insurance**

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

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

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

3. **Business Registry**

If selected for award, proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the contract. Visit

<http://sos.oregon.gov/business/pages/register.aspx> for Oregon Business Registry information.

4. Nondiscrimination in Employment

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

5. Pay Equity Compliance

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

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

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

5.4: CONTRACT NEGOTIATION

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

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

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

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

SECTION 6: ADDITIONAL INFORMATION

6.1: CERTIFIED FIRM PARTICIPATION

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

6.2: GOVERNING LAWS AND REGULATIONS

This RFP is governed by the laws of the State of Oregon. Venue for any administrative or judicial action related to this RFP, evaluation and award is the Circuit Court of Clatsop County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by Clatsop County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any claim or consent to the jurisdiction of any court.

6.3: OWNERSHIP / PERMISSION TO USE MATERIALS

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

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

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

6.5: COST OF SUBMITTING A PROPOSAL

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

DRAFT

ATTACHMENT A – DISCLOSURE EXEMPTION AFFIDAVIT

DRAFT



DISCLOSURE EXEMPTION AFFIDAVIT

_____ (Affiant), being first duly sworn under oath, and representing [insert Proposer Name] (hereafter "Proposer"), hereby deposes and swears or affirms under penalty of perjury that:

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about [insert date] (the "Proposal"), to Clatsop County (County) in response to Request for Proposals Comprehensive Plan Update Goal 16 and Goal 17, for services to review and update Clatsop County's Goal 16: Estuarine Resources and Goal 17: Coastal Shorelands, and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.311 through 192.478, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit 1 is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information is exempt from disclosure under Oregon's Public Records Law under the specifically designated sections as set forth in Exhibit 1 or constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,

- ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
- iii. has actual or potential commercial value, and
- iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:

- i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
- ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

5. I understand that disclosure of the information referenced in Exhibit 1 may depend on official or judicial determinations made in accordance with the Public Records Law.

Affiant's Signature

State of _____)

County of _____)

Signed and sworn to before me on _____ (date) by _____ (Affiant's name).

Notary Public for the State of _____

My Commission Expires: _____

EXHIBIT 1

Proposer identifies the following information as exempt from public disclosure under the following designated exemption(s):

DRAFT

ATTACHMENT B – PROPOSER INFORMATION AND CERTIFICATION SHEET

DRAFT



PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: _____

Address: _____ City, State, Zip: _____

State of Incorporation: _____ Entity Type: _____

Contact Name: _____ Telephone: _____ Email: _____

Oregon Business Registry Number (if required): _____

Any individual signing below hereby certifies they are an authorized representative of Proposer and that:

1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract/Price Agreement terms and conditions and as modified by any Addenda, except for those terms and conditions that the County has reserved for negotiation, as identified in the RFP.
2. Proposer acknowledges receipt of any and all Addenda to this RFP.
3. Proposal is a Firm Offer for 180 days following the Closing.
4. If awarded a Contract/Price Agreement, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract/Price Agreement.
5. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a

service-disabled veteran owns or an emerging small business. If applicable, Proposer has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112 (formerly HB 3060), of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class.

7. Proposer complies with ORS 652.220 and does not unlawfully discriminate against any of Proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age.

Contractor's continuing compliance constitutes a material element of this Contract/Price Agreement and a failure to comply constitutes a breach that entitles Clatsop County to terminate this Contract/Price Agreement for cause.

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

8. Proposer and Proposer's employees, agents, and subcontractors are not included on:
 - A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - B. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/>
9. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the Clatsop County, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify Clatsop County in writing.
10. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
11. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Contract/Price Agreement being a "false claim" {ORS 180.750(2)} subject

to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

- 12.** Proposer acknowledges these certifications are in addition to any certifications required in the Contract/Price Agreement and Scope of Work at the time of Contract/Price Agreement execution.

Authorized Signature

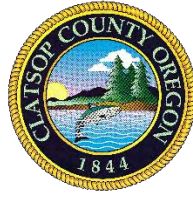
Date

(Printed Name and Title)

DRAFT

ATTACHMENT C – RESPONSIBILITY INQUIRY

DRAFT



RESPONSIBILITY INQUIRY

Clatsop County will determine responsibility of a firm prior to award and execution of a contract. In addition to this form, Clatsop County may obtain any information County deems necessary to make the determination. Clatsop County will notify the firm of any other documentation required, which may include, but is not limited to, Oregon Department of Revenue Letter of Debt Compliance, recent profit-and-loss history; current balance statements and cash flow information; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; insurability, credit information; material; equipment; facility and personnel information; record of performance under previous contracts; etc. Clatsop County may postpone the award of the Contract in order to complete its investigation and evaluation. Failure to promptly provide requested information and clearly demonstrate Responsibility may result in offer rejection and ineligibility of contract award.

1. Does your firm have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of the firm to meet all contractual responsibilities? YES ☐ / NO ☐.
2. Number of years in business providing the services/goods/equipment required under the prospective contract:
3. **a)** Is your firm experiencing financial distress or having difficulty securing financing? YES ☐ / NO ☐.
- b)** Does your firm have sufficient cash flow to fund day-to-day operations throughout the proposed contract period? YES ☐ / NO ☐ If "YES" on question 3.a or "NO" on question 3.b, please provide additional details.

Response:

4. Within the last 3-year period, has your firm had one or more contracts terminated for contractor default by any federal, state or local government agency, or any lawsuits filed against it by creditors or involving contract disputes? YES ☐ / NO ☐. If "YES," please explain. (With regard to judgments, include jurisdiction and date of final judgment or dismissal.)

Response:

5. Is your firm, a major partner or major shareholder (defined as a partner or shareholder owning 10% or more of your firm), a major subcontractor (defined as receiving 10% or more of the total Contract amount), or any principal officer of your firm, major partner,

major shareholder, or major subcontractor presently, or within the last 3 years has been convicted of, indicted for, or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of bids or Proposals; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property? YES ☐ / NO ☐. If "YES," indicate the jurisdiction, date of indictment, charge or judgment and names and summary of charges.

Response:

6. Within the last 3-year period, has your firm filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? YES ☐ / NO ☐. If "YES," indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

Response:

7. a) Within the last 3-year period, has your firm been notified of any delinquent Federal or State taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. YES ☐ /NO ☐.
- b) Does your firm have any liquidated and delinquent debt owed to the State or any department or agency of the State? If "YES" on 7.a or 7.b or both, please explain. YES ☐ /NO ☐
- c) Does your firm have any delinquent debt owed to Clatsop County or any department of Clatsop County? If "YES" on 7.a or 7.b or both, please explain. YES ☐ /NO ☐

Response:

8. Does your firm have all required licenses, insurance and/or registrations, if any, and is the firm legally authorized to do business in the State of Oregon. YES ☐ /NO ☐. If "NO," please explain.

Response:

9. Within the last 3-year period, has your firm completed previous contracts of a similar nature with a satisfactory record of performance? [For purposes of this question, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within your firm's control, your firm stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner.] YES ☐ /NO ☐. If "NO," please explain.

Response:

AUTHORIZED SIGNATURE

By signature below, the undersigned Authorized Representative on behalf of Bidder/Proposer certifies that the responses provided on this form are complete, accurate, and not misleading.

REQUEST FOR PROPOSALS
ECONOMIC OPPORTUNITIES ANALYSIS – CLATSOP COUNTY

| | |
|---------------|---|
| Name of Firm: | RFP/ITB # (if applicable): Project Name: |
|---------------|---|

Authorized Signature Date

Print Name Title

DRAFT

ATTACHMENT D – SAMPLE CONTRACT

DRAFT



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

(Attach additional information as Attachment A if appropriate or necessary).

Payment Terms: (lump sum, monthly installments, progress payments, etc. – Attach additional information as Exhibit B if applicable):

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

- any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
- b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
 - f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
 - g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
5. **JUDICIAL RULINGS.** If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.
6. **INDEPENDENT CONTRACTOR.** Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.
7. **INDEMNIFICATION.** Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.
8. **INSURANCE.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$700,000 for property damage and minimum of \$800,000 per person for bodily injury and no less than \$1,600,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows: _____

_____ (approved by County Counsel)
_____ (Contractor's Initials) _____
9. **WORKER'S COMPENSATION.** Contractor shall comply with ORS 656.017 for all

- employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.
10. **NONDISCRIMINATION.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.
 11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated under the following conditions:
 - a. By written mutual agreement of both parties. Termination under this provision may be immediate.
 - b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
 - c. Immediately on breach of the contract.
 12. **SUBCONTRACTING/NONASSIGNMENT.** No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.
 13. **SURVIVAL.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
 14. **FUNDING.** In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.
 15. **STANDARD OF SERVICES AND WARRANTY.** Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.
 16. **COUNTY PRIORITIES.** Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.
 17. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.
 18. **TAX COMPLIANCE CERTIFICATION.** Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of

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

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

FOR COUNTY:

FOR CONTRACTOR:

Signature Date Signature Date

Title Title

Address

City State Zip

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 12, 2023

Agenda Title: Sexual Assault Awareness/Action Month Proclamation
Category: Proclamation
Presented By: Jessica Klein, Deputy Director of The Harbor

Issue Before the Commission: Proclaiming April 1, 2023 through April 30, 2023 as Sexual Assault Awareness/Action Month

Informational Summary: [Sexual Assault Awareness/Action Month \(SAAM\)](#) is an annual campaign to raise public awareness about sexual assault, and educate communities and individuals on how to prevent sexual violence. Each year during the month of April, [The Harbor](#) staff, together with other partner agencies and individuals plan events and activities to highlight sexual violence as a public health, human rights and social justice issue and reinforce the need for prevention efforts. This year, the national SAAM theme is: [Drawing Connections: Prevention Demands Equity](#). Drawing Connections recognizes that it will take ending all forms of oppression to end sexual harassment, assault, and abuse. It calls on all individuals, communities, organizations, and institutions to change ourselves and the systems surrounding us to build racial equity and respect. Sexual Assault is a public health issue and together we can reduce the prevalence in our community.

Fiscal Impact: None.

Requested Action:

Approve Resolution and Order proclaiming April 2023 Sexual Assault Awareness/Action Month and authorize the Chair to read, then sign the proclamation.

Attachment List

A. Resolution and Order

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

**IN THE MATTER OF PROCLAIMING)
APRIL 1, 2023 THROUGH APRIL 30, 2023) 44 RESOLUTION AND ORDER
TO BE SEXUAL ASSAULT AWARENESS)
ACTION MONTH)**

WHEREAS, Sexual assault effects Oregonians every day, whether as a victim or survivor or as a family member, friend, partner, neighbor, employer or co-worker of a survivor; and

WHEREAS, Oregonians of all gender identities experience sexual violence, including an estimated 1 in 4 adult women who has been the victim of rape, and nearly 1 in 5 men who has experienced sexual violence in their lifetime; and

WHEREAS, 1 in 10 Clatsop County middle and high school students report inappropriate sexual contact by an adult before they turn 18; and

WHEREAS, Certain populations in Oregon experience much higher rates of sexual violence due to systemic oppression and inequity; and

WHEREAS, Out of 1,000 sexual assaults, only 25 perpetrators will face any legal repercussions for the assault; and

WHEREAS, Sexual violence is preventable, and all communities are strengthened by encouraging healthy non-violent interactions, relationships and social norms; and

WHEREAS, Every individuals and communities in Oregon have a role to play to help eliminate sexual violence by working together to promote social change.

NOW, THEREFORE, BE IT HEREBY RESOLVED that Clatsop County Board of Commissioners does hereby proclaim April 2023 as

“Sexual Assault Awareness/Action Month”

in Clatsop County and calls upon all community members and local agencies to speak out against sexual violence, educate one another on sexual violence prevention, and support survivors.

DATED this 12th day of April, 2023.

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

Board Chair

**Clatsop County
Board of Commissioners
Minutes
Wednesday, March 08, 2023**

REGULAR MEETING: 6:00 PM.

FLAG SALUTE

ROLL CALL

Commissioners Present:

Chair Kujala
Vice Chair Bangs
Commissioner Toyooka
Commissioner Thompson
Commissioner Wev

AGENDA APPROVAL

*Vice Chair Bangs moved to approve the agenda with the addition of Item 9(a) Purchase and Sale Agreement Amendment, Seconded by Commissioner Toyooka.
Voting Yea: Commissioner Thompson, Commissioner Wev, Commissioner Toyooka, Vice Chair Bangs, Chair Kujala*

RECOGNITION

Chair Kujala recognized Bob Mushen for his service on the Human Services Advisory Council for the past thirteen years and thanked him for his dedication and passion for addressing the critical need for behavioral health services and unhoused individuals.

PROCLAMATION

3. American Red Cross Month Proclamation {Page 52}
Assistant County Manager Steele presented the Staff report on American Red Cross Month, noting the history and purpose of the Red Cross and citing statistics on the services provided in Clatsop County.

Motion: Approve Resolution and Order proclaiming March to be American Red Cross Month, and authorize the Chair to read, then sign the proclamation.

*Motion made by Commissioner Thompson, Seconded by Vice Chair Bangs.
Voting Yea: Commissioner Thompson, Commissioner Wev, Commissioner Toyooka, Vice Chair Bangs, Chair Kujala*

Chair Kujala read the proclamation declaring March as American Red Cross Month.

BUSINESS FROM THE PUBLIC

1 Rick Bowers, 357 Commercial, Astoria, stated he was referring to a document which
2 Commissioners had a copy of. He had found incomes for four categories of renters, a
3 full-time minimum wage worker, a retiree on Social Security, Social Security Disability
4 Income (SSDI), and Supplemental Security Income (SSI). The Department of Housing
5 and Urban Development (HUD) recommends people spend under 30% of their gross
6 income on rent and utilities. HUD considers a person rent burdened if they are spending
7 50% or more on rent. He had calculated 30% and 50% for the four categories. He also
8 looked online at retail rent for studio and one-bedroom apartments. The only category
9 that could afford an apartment would be a full-time minimum wage worker, who would
10 be rent burdened in a studio apartment. Many potential landlords look for income three
11 times the rent, so some landlords would not rent to this person. No one in the Social
12 Security programs could afford a retail rate apartment.

13 **CONSENT CALENDAR**

14 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka to approve the*
15 *Consent Calendar as presented.*

16 *Voting Yea: Commissioner Thompson, Commissioner Wev, Commissioner Toyooka,*
17 *Vice Chair Bangs, Chair Kujala*
18

- 19 4. Approve the 2022-23 Budget and Appropriation Adjustment {Page 55}
- 20 5. Declaration of Surplus Property {Page 58}
- 21 6. IGA Amendment #12 with Oregon Health Authority (OHA) for the Biennium July
22 1, 2021 through June 30, 2023 {Page 60}
- 23 7. Agreement with IZO Inc (IZO) for the Biennium July 1, 2021 through June 30,
24 2023 {Page 98}
- 25 8. Board of Commissioners Meeting Minutes 2-8-23 {Page 125}

26 **COMMISSIONER'S LIAISON REPORTS**

27 Commissioner Toyooka reported that the Public Safety Coordination Council stated the
28 City of Coronado, California's has zero tolerance for encampments and discussed how
29 a similar policy might be applied locally. They also discussed the Oregon policies that
30 enable homelessness, specifically Measure 110, and shared ideas about how to move
31 people to areas where services are available. They had great discussion on how to start
32 moving forward. He also reported on his conversation with Mission DG about their rental
33 home development in Warrenton. Mission DG was also considering a project in Astoria
34 for more affordable housing.

35 Commissioner Wev had no reports.

36 Vice Chair Bangs reported that she and her daughter provided testimony at the Board of
37 Forestry meeting. She had spent the last two weeks encouraging people to attend that
38 meeting and providing people with information about what would be discussed at the
39 meeting. She also reported that she had spoken to the Knappa superintendent about
40 her concerns about pediatric mental health in the county, which she believed the
41 government should address at schools. Her daughter had shared her story with elected
42 officials and testified to the legislature about two bills, requesting the bills be amended

1 to include the word “pediatric” and add Clatsop County. Lastly, she reported that
2 Clatsop Forestry and Wood Products Economic Development Committee (CFDEC)
3 would be nominating a business for the business of the year award. She expressed
4 appreciation for the Oregon Department of Forestry (ODF) district office in Astoria or
5 their work and investment in forests.

6 Commissioner Thompson reported that the Community Action Team applied for
7 congressionally directed spending to rehabilitate Elk Creek Terrace. Cannon Beach had
8 also applied for congressionally directed spending for firefighter housing. She was also
9 trying to find more opportunities for housing in Clatsop County. She reported that
10 Assistant County Manager Steele had applied for funding for Westport Road and the
11 Clerk of the Board wrote a support letter for the grant. She had spoken to the
12 superintendent in Warrenton about the available funding for homeless youth. She also
13 attended the Community Health Advocacy and Resource Team (CHART) meeting to
14 see a presentation on internet gaming addiction, particularly among youth. She hoped
15 Staff could incorporate the presentation into its public outreach.

16 Chair Kujala reported that Warrenton had also requested some congressionally directed
17 spending for storm water and waste water projects. He also reported that the Northwest
18 Oregon Housing Authority (NOHA) reviewed their audit, which was clean. He attended a
19 meeting with Congresswoman Bonamici, NOHA, Clatsop Community Action, The
20 Harbor, the City of Astoria mayor and city manager, and Assistant County Manager
21 Steele to discuss housing, homelessness, Project Turn Key, and inclusion in the
22 executive order on homelessness. He also confirmed that Elissa Gertler, Executive
23 Director of NOHA is the coastal representative on the state committee.

24 **COUNTY MANAGER'S REPORT**

25 Assistant County Manager Steele reported that all adults in custody were successfully
26 moved into the new jail in Warrenton. She also reported that department budget
27 meetings had begun.

28 **BUSINESS AGENDA**

29 9. Project Turnkey 2.0 {Page 130}

30 Assistant County Manager Steele provided an update on Project Turnkey and
31 proposed that Helping Hands be given temporary access to three rooms at the
32 Columbia Inn due to a water main break that displaced some of their residents.

33 David Dieffenbach, Capital Projects Manager, presented the Staff report on the
34 proposed contract for electrical work at the Columbia Inn. He also reviewed
35 other upgrades that would be made to the building, noting which ones would
36 have to be approved by the Commission.

37 *Motion: "Approve to contract with Inland Electric to install the Fire Alarm System*
38 *in the amount of \$37,659 at the Columbia Inn."*

39 *Motion made by Commissioner Wev, Seconded by Commissioner Toyooka.*

40 *Voting Yea: Commissioner Thompson, Commissioner Wev, Commissioner*
41 *Toyooka, Vice Chair Bangs, Chair Kujala*

Commissioner Wev said Dave Dieffenbach deserved more praise for completing the jail on time and within the budget.

Vice Chair Bangs stated she had received public comments about the front facing the main highway. She requested that the screen and security fencing be appealing to tourists.

Staff explained that the screen and fencing was recommended by several other facilities. However, Clatsop County may not install them. All of the rooms face the parking lot and the facility would be serving victims of domestic violence and families with children, so closing off the covering would restrict access to certain areas.

Vice Chair Bangs wanted the space to be welcoming and to feel safe without looking like an internment camp or a cage.

9a. Purchase and Sale Agreement Amendment for the North Coast Business Park

Assistant County Manager Steele presented the Staff report on the purchase and sale agreement amendment for the North Coast Business Park.

Motion: "I move to allow the County Manager or a designee to sign the amended purchase and sale agreement."

Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka.

Voting Yea: Commissioner Thompson, Commissioner Wev, Commissioner Toyooka, Vice Chair Bangs, Chair Kujala

PUBLIC HEARINGS

10. Ordinance 23-04: LAWDUC Amendments Child Care Facilities {Page 132}

Community Development Director Henrikson presented the Staff report on Ordinance 23-04. There is a real deficiency in child care facilities which can become a real impact for economic development and for the county. Community Development reached out to DLCD to see how they could update their zoning codes to help facilitate the provision of childcare facilities within the county. The county cannot prohibit child care facilities that take place in a person's home or charge higher fees than someone who is just building a single family home. A child care center is allowed in a commercial or industrial zone. Director Henrikson referred to a table showing the different areas in the county where child care facilities would be permitted.

(Inaudible – zoom call disconnected 55:59-59:18)

Vice Chair Bangs said the State was using specific verbiage when discussing child care homes and child care centers. The Commission should be careful of unintended consequences when referring to child care homes as child care centers or facilities.

Commissioner Wev believed the Staff report was very clear.

1 County Counsel Pope conducted the first reading of the ordinance by title only.

2 Chair Kujala opened the public hearing and confirmed that no Commissioner had
3 any conflict of interest to report. He called for public comments.

4 Jeff Davis, 79432 Ray Brown Rd., Cove Beach, stated he sympathized with the
5 child care facility crisis in the county. However, before diving into zoning changes
6 that will add child care centers to unsuitable residential zones, he recommended
7 the County refine its examination of each unincorporated zone to determine
8 whether it could sustain the addition of child care centers. In the neighborhood of
9 Cove Beach, the roads are narrow and unpaved. A child care center would have
10 no restriction on parking, so up to 15 to 20 parents would be dropping their
11 children off and picking them up at the same time twice a day, lined up along a
12 one-way road, making it extremely difficult or impossible for residents or
13 emergency vehicles to get in or out of the neighborhood. Since every property in
14 the neighborhood is on septic, 15 to 20 children and their caregivers spending
15 each day in a home-based center must tax the system, potentially causing a
16 public health issue for the neighbors. The neighborhood is remote, making it
17 difficult for emergency vehicles to respond quickly. He asked if Commissioners
18 would want their child at a facility that did not have emergency services readily
19 available.

20 Charles Dice, 31911 Clatsop Ln., Arch Cape, stated that all of his comments
21 were related to child care centers and not child care homes. It would be
22 inappropriate to make blanket sweeping changes to all of the residential zones to
23 allow child care centers. A lot more study and data is necessary to determine if
24 particular zones have a need for child care centers. He was also concerned
25 about potential security and welfare of the children at child care centers where
26 access to public safety resources, grocery stores, or pharmacies may be limited.
27 In rural areas, it may take 20 or 30 minutes for a sheriff or ambulance to show
28 up. He asked that the Commissioners pay attention to the concerns of the
29 residents in residential zones because they know the area the best. Residential
30 zones were created with a purpose in mind and those stipulations have served
31 the community and the county well.

32 Commissioner Thompson responded that Falcon Cove Beach crosses the
33 Tillamook County line and is near the Fire Mountain School child care center.
34 The school is a beloved community institution in the neighborhood and the
35 neighborhood wants child care facilities.

36 Commissioner Toyooka asked if the requirements were redundant if they already
37 had the physical restrictions on space.

38 Director Henrikson explained that the licensing happened at the state level and
39 they may have different requirements than what the County has in place.

40 Vice Chair Bangs said there are space, safety, and fire requirements. Centers
41 have to address issues with the space before opening or after opening within a
42 certain period of time. She knew of a number of home school community children
43 who congregate in rural communities and her children lived in a rural community

1 distant from pharmacies and health care. Traditionally, rural community parents
2 would much rather have their child in their home or community instead of having
3 to bring the child to town. She would love to have child care centers and home
4 child care in her community because they provide families with safety and
5 security. Having a child close to home is a big deal to the emotions of a mother.
6 This ordinance is important for rural residents. She would not change the location
7 of the child care providers in Knappa, Swenson, or Westport for anything
8 because being close to home is important.

9 Commissioner Wev stated she was impressed with the rewrite of the ordinance.
10 Things that looked like they could be a problem were listed as a conditional use
11 in each zone.

12 *Motion: "Conduct the first reading of Ordinance 23-04, open the public hearing*
13 *and take testimony, and continue the matter to March 22, 2023."*

14 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka.*
15 *Voting Yea: Commissioner Thompson, Commissioner Wev, Commissioner*
16 *Toyooka, Vice Chair Bangs, Chair Kujala*

17 11. Rural Accessory Dwelling Unit Regulations Amendments {Page 194}

18 Planner Cook presented the Staff report on the required and proposed
19 amendments to the rural accessory dwelling unit (ADU) regulations. Staff
20 recommended approval of the amendments.

21 Commissioner Thompson asked how soon the new regulations could be
22 implemented so that the County could get free or affordable ADUs.

23 Planner Cook said once the Code language was adopted, the portions that do
24 not rely on the State's wildfire risk maps could take effect immediately.

25 Counselor Pope conducted the first reading of the ordinance by title only.

26 Chair Kujala opened the public hearing and confirmed no Commissioners had
27 any conflict of interest. He called for public comments. There were none.

28 *Motion: "Conduct the first reading of Ordinance 23-03, open the public hearing*
29 *and take testimony, and continue the matter to March 22, 2023."*

30 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka.*
31 *Voting Yea: Commissioner Thompson, Commissioner Wev, Commissioner*
32 *Toyooka, Vice Chair Bangs, Chair Kujala*
33

34 12. Ordinance 23-05 Ending Moratorium on Short Term Rental Licenses – Second 35 Reading {Page 222}

36 Chair Kujala noted this was a continuation of the public hearing on this matter.
37 He confirmed Staff had no additional comments at this time and called for public
38 comments.

39 Denise Davis, 79432 Ray Brown Rd., Cove Beach, stated she was concerned
40 that the Commission was rushing to lift the moratorium and extend renewal

1 deadlines on existing short-term rental (STR) permits without a discussion on the
2 implementation of caps and other limits on businesses in neighborhoods. In June
3 2022, immediately preceding the vote on Ordinance 22-05 changing the zoning
4 of all of the County's unincorporated residential zones, Commissioner Wev
5 indicated that she would vote in favor of the ordinance if the moratorium was
6 extended until a cap on STRs was implemented. The Commission had directed
7 Staff to propose a plan and timeline to address STR caps. In August 2022, a
8 second public input session on the topic was cancelled and caps on STRs was
9 not discussed again. She asked the Commission to focus on Commissioner
10 Wev's conditions for her vote. Before the moratorium lifted and renewal
11 deadlines are extended, she asked that the Commission address caps and other
12 limits on STRs.

13 Charles Dice, 31911 Clatsop Ln., Arch Cape, said he did not understand why the
14 Commission was so intent on extending the STR permits that were issued
15 illegally. Since the permits were issued illegally, it would also be illegal to extend
16 the permits. He did not understand why the Commission was leaning over
17 backward to assist the personal financial interests of the STR owners whose
18 permits were expired or were expiring. Most or all of the STR owners did not live
19 in Clatsop County and many did not live in Oregon. Damage continues to be
20 done to the citizens and residents. Over the past year, the Commission had
21 received emails and letters from over 1,500 residents protesting the continuation
22 of the STRs in residential neighborhoods. The Commission has not
23 acknowledged the concerns. He questioned who would benefit from the
24 extension of illegal STR permits. He believed the Commission owed the
25 residents a detailed explanation.

26 Kathleen Larsen, said she did not live in Arch Cape but her great-grandmother
27 settled in the area and she spent many summers there. She and her siblings now
28 own the family's beach house in Arch Cape. The house was deteriorated and the
29 family spent a lot of money to fix it up. She did not appreciate the black and white
30 reference to renters and non-renters. She wanted to be a good neighbor and
31 help set up guidelines for Arch Cape and other areas. STRs are not necessarily
32 bad, but that depends on how they are set up and how they are regulated.
33 Property owners who can be good neighbors should be able to make choices
34 with their property. She would want to know if there was a problem with her
35 property. Anyone who is looking to invest in Arch Cape STRs is likely investing in
36 other areas as well and they need the income to help keep the property.

37 Commissioner Thompson stated the only person who testified who is from Arch
38 Cape is Kathleen Larsen and the only place the moratorium would be lifted is
39 Arch Cape. STRs are legal in Arch Cape, which is why the County has proposed
40 lifting the moratorium. The Commission did examine caps on STRs and the
41 process was diverted when a referendum was filed. The Commission would
42 continue to do what was legal and prudent. She had been trying to get an
43 independent validated subject matter expert to give the Commission accurate
44 data about the impact of STRs on the availability and affordability of housing, as

1 well as the impact on the economy of a reduction in the number of STRs that
2 area allowed.

3 Chair Kujala closed the public hearing.

4 Vice Chair Bangs said once the referendum was filed, the conversation among
5 the Commission on caps and a good neighbor ordinance had to stop with
6 another item on the docket. It would have been ineffective for the Commission to
7 continue those conversations. Lifting the moratorium in Arch Cape is a return to
8 the status quo. When her father-in-law was not in a fire tower during the winter,
9 they would rent beach houses in Arch Cape, Cove Beach, and Tillamook. Those
10 beach houses were considered STRs because they were only rented for a month
11 or two. There was a lot of history in the STRs and saying they were illegal
12 seemed disingenuous because it was something that has been done on the
13 coast for as long as she had been alive. She wanted the coast to be accessible
14 to everyone, not just those who can afford a hotel. During softball and basketball
15 tournaments, she hears children talk about staying in an actual house and how
16 excited they are to have a bedroom and a kitchen. She would be pleased to lift
17 the moratorium.

18 Commissioner Toyooka asked if the Commission had the 1,500 letters
19 mentioned in previous testimony. He represented District 2 and the calls, emails,
20 and letters he had received were no where near 1,500. He would like to see the
21 1,500 letters.

22 Commissioner Thompson responded that people had told her they signed
23 something even though they had no concerns. She did not know if that was
24 because people wanted to get along with their neighbor or if intimidation was
25 involved. Since there was no way to evaluate how heartfelt the signatures were,
26 the County would have an election.

27 *Motion: "Approve Ordinance 23-05 and conduct the second reading by title*
28 *only."*

29 *Motion made by Vice Chair Bangs, Seconded by Commissioner Thompson.*

30 *Voting Yea: Commissioner Thompson, Commissioner Toyooka, Vice Chair*
31 *Bangs, Chair Kujala*

32 *Voting Nay: Commissioner Wev*

33 County Counsel Pope conducted the second reading of the ordinance by short
34 title.

35 **GOOD OF THE ORDER**

36 There was nothing for the good of the order.

37 **ADJOURNMENT**

38 There being no further business, the meeting was adjourned.

39
40 Approved by,
41

1
2
3

Mark Kujala, Chair

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 12, 2023

Agenda Title: Contract for Geotechnical Services & Pile Design
Category: Consent Calendar
Presented By: Terry Hendryx, Interim Public Works Director

Issue Before the Commission: Contract with Earth Engineers, Inc. for Geotechnical Services & Pile Design for the Youngs Bay Net Pens Gangway

Informational Summary: On December 27th, a storm surge combined with high winds and high tide resulted in the County Fisheries net pens wooden gangway to be destroyed. The County leased the gangway from the City of Astoria. The lease stated major repair costs would be split evenly between City and County. The City is currently working with their insurance company to determine what money they will receive, and a FEMA funding request has been signed by Governor Kotek and sent to FEMA. The City of Astoria has asked the County to take the lead in securing the contractors needed to replace the lost gangway and have prepared an IGA to that end.

We conducted an RFP to provide Geotechnical Services and Pile Design and received the following three quotes:

| | |
|-----------------------|-----------|
| Earth Engineers, Inc. | \$37,440 |
| Delve Underground | \$75,400 |
| Terracon | \$120,560 |

Fiscal Impact: Will be paid from Special Projects

Requested Action:

Award contract with Earth Engineers, Inc. in the amount not to exceed \$37,440 for Geotechnical Services & Pile Design, and authorize the County Manager to sign the contract and any amendments.

Attachment List

- A. Contract
- B. RFP & Addendum #1

C. Earth Engineers, Inc. Signed RFP



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

Contract No. C8268

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County ("County") and Earth Engineers, 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 \$37,440.00 to be paid to Contractor by County, Contractor agrees to perform between date of execution and November 15, 2023, inclusive, the following specific personal and/or professional services:

Geotechnical Services as outlined in the request for proposals as Attachment B and as described in the proposal submitted by the Contractor as Attachment C.

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

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

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

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

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

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

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

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

18. **TAX COMPLIANCE CERTIFICATION.** Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contractor 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.

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

FOR COUNTY:

Signature Date

Printed Name

Title

FOR CONTRACTOR:

 3/27/2023

Signature Date

Printed Name

Title

Address

City State Zip

CLATSOP COUNTY



REQUEST FOR PROPOSALS

For

Geotechnical Services & Pile Design for the Youngs Bay Net Pens Gangway Astoria, Oregon

Terry Hendryx, Assistant Director
February 17, 2023

Attachment A

CLATSOP COUNTY

STATEMENT OF PROPOSAL

Name of Firm _____

Mailing Address _____

Contact Person _____

Telephone _____ Fax _____

_____ accepts all the terms and conditions contained in the Geotechnical Services & Pile Design for the Youngs Bay Net Pens Gangway; Request for Proposal.

Date

Signature of authorized representative

Type name of authorized representative

Type name of person (s) authorized to negotiate contracts

Type name of person (s) authorized to sign contracts

REQUEST FOR PROPOSALS FOR ENGINEERING DESIGN SERVICES

The Clatsop County Public Works Department is seeking proposals from qualified geotechnical engineering firms to conduct geotechnical investigation in Youngs Bay and to determine the pile depth needed to support the superstructure of the attached plans.

BACKGROUND INFORMATION

On December 27th, Clatsop County experienced a winter storm that saw several inches of rain dropped on the area combined with a high wind event that drove the expected 8.2-foot tide (as depicted in *Tide Times*, by ODFW Shellfish Program), to have a tidal surge of at least 2 feet higher than anticipated by tidal forecasters. The result of the higher than expected water level floated the approximately 320 feet of wooden gangway connecting the shore to the net pen/boat dock system into the river, at which time it broke up.

The gangway and docks are owned by the City of Astoria and leased by Clatsop County. Prior to the County's creation of the net pens and terminal fishery in Young's Bay, the local gillnetters utilized the gangway and dock to tie-up their boats for the spring and fall gillnetting seasons. The dock/net pens are not accessible for approximately 12 hours per day due to the mud flat between the shore and deeper water.

In a collaborative effort with the City of Astoria, Clatsop County is taking the lead in the Project for surveying, initial design and regulatory permitting. Our plan is to replace the wooden structures with steel pile and bents and an aluminum gangway from the shore to the net pens. Time is of the essence in as much as possible due to the current inaccessibility to the dock/net pens for fisheries personnel and the gillnet boat docking area.

TENTATIVE PROJECT SCHEDULE

Proposals Submitted March 15, 2023

Consultant Selection March 21, 2023

Contract Execution, Notice to Proceed April 13, 2023

PROPOSAL SUBMITTALS

Consultants shall submit their proposal by the specified due date. Proposal submitted after the specified date and time will not be considered. Suggestions for modifications to the

recommended design and/or location may be considered at the sole discretion of the County.

Questions and requests for clarification regarding this Request for Proposals should be directed in writing, to the contact person listed below no later than five (5) working days prior to the proposal due date. An addendum will be issued to all recorded holders of the RFP if a substantial clarification is in order.

Proposals shall include the following, in order to be considered (Note the single-sided page limits. Font size shall be 12 or larger. A cover page is not considered part of the page count).

1. Statement of Proposal – 1 page. The Statement of Proposal, (included as Attachment A of this RFP) shall be added after the cover sheet of each proposal and must be signed to specifically stipulate that all terms and conditions contained in the Request for Proposals will be complied with by the Consultant. The Statement of Proposal must also state the name(s) of the person(s) authorized to sign a contract between the County and the Consultant. The Statement of Proposal must be signed by a legal representative of the proposing firm, authorized to bind the firm in contractual matters.
2. Statement of Understanding – 1 page. The Consultant must show in their own words that they have an understanding of the situation and what is required with regard to the report requirements and engineering recommendations for pile length.
3. Firm Experience – 1 page. Show the firm experience on similar projects. Provide a contact person and telephone number of project owners and funding/regulatory agency representatives who can be contacted for reference information for the firm. A minimum of three client references with supporting data showing that related projects were completed on time and within budget are required.
4. Scope of Work – 1 page. The scope of work shall identify the various tasks required to successfully complete the project.
5. Schedule – 1 page. The proposal shall include a time schedule for completing the various tasks in the Scope of Work.
6. Fees – 1 page. Fees are to be included with the time schedule for completing the various tasks identified in this RFP. In addition please provide an hourly rate table for key personnel including overhead and reimbursable expenses.

SELECTION PROCESS

The proposal evaluation process implemented by the County shall be a “Qualification Based Selection”. The County reserves the right to make a selection directly from the proposal, or

to require an interview of the top firm or firms. The selection process will take into consideration the following criteria:

- Project Understanding – *15 points*
- Cost – *40 points*
- Firm and Team Experience with similar projects – *30 points*
- Project Schedule – *15 points*

Contract negotiations will proceed with the firm receiving the highest evaluation.

The County reserves the right to negotiate final contract, scope of work, schedule and fee with the selected firm as provided for in OAR 137-035-0060 and Clatsop County Local Contract Review Board Rules.

CONTACT PERSON

For questions involving this project contact:

Terry Hendryx, PLS., Asst. Director,

Phone: (503) 325-8631

Email: thendryx@clatsopcounty.gov

SUBMITTAL

Proposals clearly marked “Proposals for Geotechnical Services & Pile Design for the Youngs Bay Net Pens Gangway, Astoria, Oregon” shall be submitted to:

Clatsop County Public Works Department
1100 Olney Avenue
Astoria, Oregon 97103

Not later than 2:00 p.m. on March 15, 2023



Clatsop County

Public Works

1100 Olney Ave.
Astoria, OR 97103
(503) 325-8631 phone
(503) 325-9312 fax
www.clatsopcounty.gov

Clatsop County Geotechnical Services & Pile Design for the Youngs Bay Net Pens Gangway Addendum #1 – February 23, 2023

The RFP for the abovementioned Project has the following clarifications based on the questions received:

Addition to RFP Scope – If any subsurface exploration is required between the uplands and the net pens, the selected firm will submit to the appropriate regulatory agencies the proper applications for the boring activity as soon as possible. Contact with USACE indicated NW 3 & 6 may take 4-6 months to process, and DSL potentially 30 days. County is responsible for the permitting of the piles and gangways.

1. *Do you have any existing geotechnical information (previous reports, boring logs) for the existing dock foundation?*

At this time we do not. We are anticipating receiving the boring logs from the ODOT Old Youngs Bay Bridge Rehabilitation work that took place about five years ago approximately 400 feet downstream of this Project. As this information becomes available it will be sent to each firm.

2. *Do you have any as-builts for the existing dock?*

There are no as-builts for the gangway, the attached plans show existing wooden piles and planned location of the new steel piles. Steel pile location is based on the gangway design parameters

3. *Can we attach resumes for the key employees as an Appendix?*

Yes, please limit to the three pages.

4. *For our rates, do we need to use our audited FAR rates?*

If audited FAR rates are available, please utilize them.

5. *For site exploration, where is a boat ramp for access?*

There is a concrete boat ramp next to the previous gangway. However, due to the mudflat between the shore and the net pens the boat ramp is functional only during certain times of the tides.

Geotechnical Services and Pile Design

FOR THE CLATSOP COUNTY PUBLIC WORKS DEPARTMENT



REQUEST FOR PROPOSALS
PREPARED FOR:

Clatsop County Public Works
Department

1100 Olney Avenue

Astoria, OR 97103

Attention: Terry Hendryx, PLS,
Assistant Director

PREPARED BY:

Earth Engineers, Inc

2411 S.E. 8th Avenue

Camas, Washington 98607

(360) 567-1806

EI Proposal No. 23-P066

March 15, 2023



2411 SE 8th Avenue • Camas • WA 98607
Phone: 360-567-1806 • www.earth-engineers.com

March 15, 2023

**Clatsop County Public Works Department
110 Olney Avenue
Astoria, Oregon 97103
Attention: Terry Hendryx, PLS, Assistant Director**

**Subject: Proposal for Geotechnical Services and Pile Design
Youngs Bay Net Pens Gangway
Astoria, Clatsop County, Oregon
EEI Proposal No. 23-P066**

Dear Mr. Hendryx,

Earth Engineers, Inc (EEI) is pleased to present this proposal to provide geotechnical services and pile design, as detailed in the RFP titled “Request for Proposals for Geotechnical Services & Pile Design for the Youngs Bay Net Pens Gangway, Astoria, Oregon” dated February 17, 2023

EEI has been providing geotechnical engineering and geotechnical inspection services throughout Oregon and Washington since 2006. Our office that would service Clatsop County is located in Camas, Washington. EEI has a highly qualified and multi-disciplinary staff that is primarily made up of Oregon-registered professional engineers and geologists. We pride ourselves in the ability to provide high quality and cost-effective professional services and technical engineering solutions.

We are confident that you will find our firm to be competent and efficient in providing the geotechnical services you are requesting. We appreciate the opportunity to provide this proposal and we look forward to the opportunity to work with you.

Sincerely,

Earth Engineers, Inc.

Adam Reese, R.G., C.E.G.

Principal Engineering Geologist
Cell: 503-502-2726 Email: adam@earth-engineers.com

Attachment: Proposal for Geotechnical Services and Pile Design for the Youngs Bay Net Pens Gangway, Astoria, Oregon.



STATEMENT OF PROPOSAL

Name of Firm Earth Engineers, Inc.

Mailing Address 2411 SE 8th Avenue, Camas, WA 98607

Contact Person Adam Reese

Telephone 360-567-1806 Fax 360-253-8624

Earth Engineers, Inc. (Adam Reese) accepts all the terms and conditions contained in the Geotechnical Services & Pile Design for the Youngs Bay Net Pens Gangway; Request for Proposal.

March 15, 2023
Date

Signature of authorized representative

Adam Reese
Type name of authorized representative

Adam Reese
Type name of person (s) authorized to negotiate contracts

Adam Reese
Type name of person (s) authorized to sign contracts



STATEMENT OF UNDERSTANDING

Based on the information provided to us, we understand that Clatsop County Public Works Department is the lead agency for surveying, initial design, and regulatory permitting for replacement of a City of Astoria-owned 320-foot-long gangway extending from shore to the offshore gillnet pen and boat dock system in Youngs Bay. We understand that plan is to replace the existing wooden structures with an aluminum gangway on steel piles and bents. We also understand that the tide covers the area between the dock/net pens for about 12 hours per day (and the mud flat is exposed for the remaining portion of the day). We further understand that time is of the essence for the replacement of the gangway, as the gillnet dock and net pens are inaccessible during this period due to the current conditions.

To provide geotechnical support and pile design, our scope will include performing geotechnical design for the above referenced steel piles. In general, the typical geotechnical engineering process would include geotechnical investigation to determine subsurface conditions in the locations of the proposed piles, followed by geotechnical analyses and design. We understand that the County and City of Astoria would like to have access to the dock and net pens back online as soon as possible; however, a challenge is that the work must be performed within the Oregon Department of Fish and Wildlife (ODFW) in-water work window (IWWW) for the Columbia River Estuary (from the mouth to Tongue Point; November 1 to February 28).

Geotechnical explorations (as a basis for pile design) would also need to be conducted during the IWWW, thereby delaying the design process by putting at risk the likelihood of completing the gangway replacement in the upcoming 2023-2024 IWWW. In general, the project is a relatively straightforward with regard to geotechnical engineering aspects of the project; however, the logistics are complicated and exploration costs are high due to the due to the over-the-water location, tidal flat conditions, and permit requirements (USACE Nationwide 6; DSL Access Agreement).

Among geotechnical engineering consultants, EEI has unique knowledge of the subsurface conditions in the project vicinity based on past explorations for a pier expansion on Youngs Bay near the project site. The past explorations, conducted for a confidential client, were advanced within relatively close proximity to the subject gangway. We recommend that conditions at these previous exploration locations would likely be representative of the net pens gangway (Bents 2-5) over the mud flat. Should EEI be selected for the project, we have arranged an option to acquire the rights to use the past boring logs for the gangway replacement pile design. **With this information as a basis for design, EEI would proceed with an expedited design based on those past explorations, providing the full design well in advance of the 2023-2024 IWWW without having to conduct over-the-water explorations.**



FIRM EXPERIENCE

The following projects are provided as a sample of similar projects EEI has completed. **Each project was completed on time and within budget.** Please contact any of the references regarding our high quality of service, fair fee, and ability to meet project deadlines. After speaking with our references, you will find that we come highly recommended and that we are your best choice for this geotechnical design project.

Project: Youngs Bay Pier Expansion - Astoria, Oregon

Description: EEI performed a geotechnical investigation and pile design for a pier segment to connect two existing piers on Youngs Bay in Astoria. The subsurface investigation included over-the-water explorations, drilling through the bay mud lithology and terminating within a marine sedimentary bedrock stratum. This project location is in very close proximity to the subject RFP gangway, such that EEI could do the pile design for the new gangway based on experience and information garnered from prior design.

Contact: Confidential Client

Project: Port of Camas-Washougal Gangway Replacement, Camas, Washington

Description: Geotechnical investigation, design, and construction monitoring for Port of Camas-Washougal Gangway Replacement on the Columbia River in Washougal, WA. For this project, steel piles were installed for a replacement gangway of approximately 300 feet in length to access the Port's existing dock system.

Contact: David Ripp, Port of Camas-Washougal, 360-835-2196, david@portcw.com

Project: TEMCO Industrial Dock Expansion – Kalama, WA

Description: For the expansion of a large industrial dock on the Columbia River that receives shipping vessels, EEI provided geotechnical design and construction monitoring support. EEI re-evaluated previous geotechnical design recommendations (suspected to be overdesigned) and was able to reduce the pile lengths through improved modeling of the material conditions (this was subsequently proven through pile load testing), resulting in hundreds of thousands of dollars in foundation cost savings for the project.

Contact: Dave Stark, Faithful & Gould (retired), 612-702-3410, dave.stark@fgould.com

Project: Kalama Export Grain Terminal Expansions (2 Phases) - Kalama, WA

Description: EEI provided pile design and construction monitoring for multiple phases of expansion for a grain terminal on the Columbia River. By utilizing an integrated system of pile caps, EEI provided cost reducing pile design that increased the allowable lateral load capacity of each pile, reducing the number of piles needed to support the structures.

Contact: Ed Kovarik, The Bratney Companies, 208-319-5608, ed.kovarik@bratney.com



SCOPE OF WORK

Our scope of work for this project would consist of:

- Having our Project Team Leader first discuss the project with the County staff to review our planned scope and schedule to ensure it meshes with the County's expectations. This communication will give the County an opportunity to communicate any information or expectations as we begin the investigation and design. Communication is the key to a successful project.
- Assign our project team for the specific project. Our team is planned to consist of Troy Hull, P.E., G.E. as the Principal Geotechnical Engineer (Engineer of Record), Adam Reese, R.G., C.E.G. as the Principal Engineering Geologist and Project Team Leader, Jacqui Boyer as the Project Engineer, and Western States Drilling as the Geotechnical Drilling Subcontractor.
- Perform the subsurface investigation. We plan to perform 1 boring at the shore connection location to a depth of up to 50 feet (depending on material conditions, and unless bedrock refusal is encountered at shallower depths). Our geotechnical analysis and design will rely primarily upon information garnered from explorations completed in relatively close proximity to the project site. Those past explorations were within the mud flat area, and likely representative of conditions at Bents 2-5. At the discretion of the County, an additional exploration may be warranted near the proposed dock piles (beyond the mud flat) to allow for more accurate pile design. Alternative proving has been provided for this additional exploration; however, based on the relatively high cost for this additional data collection, the County may instead choose to accept the risk of relying on an EEI design that is based on the limited existing information.
- Preliminarily communicate our subsurface investigation findings to the County staff within 1 to 2 days of completing the drilling. We do not design our projects in a vacuum. Involving our client and design team early in our investigation process allows us to develop better solutions for our client.
- Perform lab testing on soil samples collected during subsurface investigation.
- Perform the geotechnical engineering analysis for the pile design.
- Issue a draft Geotechnical Investigation Report for the County to review no later than June 7, 2023, and then a final report within one week of receiving County comments on the draft report. This schedule will allow ample time for completion of the design and construction implementation planning (e.g., permitting and ordering of steel pile components) prior to the 2023-2024 IWWW.



SCHEDULE

The following is our anticipated project schedule. This schedule can be adjusted to meet the County's project design timeframe, as needed.

- Receive signed contract and begin work – April 13, 2023
- EEI meets with the County to discuss project plan – April 17, 2023
- (OPTIONAL) EEI submits Joint Permit Application (USACE/DSL) for in-water explorations – April 21, 2023
- Drill upland site boring – May 12, 2023 (estimated)
- Perform lab testing – May 15 to May 19, 2023
- Perform engineering analysis for pile design – May 22 to May 26, 2023
- Internal review of draft Geotechnical Investigation and Pile Design Report – June 2, 2023
- Submit draft report to County – June 7, 2023
- Receive County review comments – June 14, 2023 (estimated)
- Submit final Geotechnical Investigation and Pile Design Report – June 21, 2023 (estimated)
- (OPTIONAL) Conduct additional over-the-water subsurface investigation (drilled Standard Penetration Test boring) in the dock vicinity for dock piles – November 1, 2023
- (OPTIONAL) Provide final Geotechnical Investigation and Pile Design Report Addendum to the County – November 10, 2023

Note: OPTIONAL to be services performed at the discretion of the County include an additional over-the-water exploration to characterize subsurface conditions at the dock location. Associated services include preparation and submittal of the USACE/DSL Joint Permit Application for a USACE Nationwide 6 Permit and DSL Access Agreement. Because the USACE permit review can take 4-6 months, an expedited review will be requested on the basis of "immediate, unforeseen and significant economic hardship if no action is taken". (These are noted by the USACE Portland District as criteria for an expedited permit.) We will also request an IWWW variance to facilitate earlier exploration on the basis that a single geotechnical boring will result in de minimis impacts to habitat, salmonids, and spawning areas (although the chance of success is likely limited).



FEES

Below is our detailed estimate of costs and fees to perform the work, including the Base Scope (assumes no additional over-the-water explorations) and Optional Supplemental Scope (adds over-the-water explorations, including permitting and report addendum):

BASE SCOPE: Includes pile design based on existing recent representative adjacent site boring logs and includes no additional over-the-water explorations.

- Project Management
Principal Engineer/Engineering Geologist: 16 hours x \$190/hour = \$3,040
- Background Research, Reconnaissance, and Utility Locate
Engineering Staff: 24 hours x \$125/hour = \$3,000
Principal Engineer/Engineering Geologist: 16 hours x \$190/hour = \$3,040
Expenses (Mileage): \$150
- Conduct Upland Exploration (Proposed Shore End Connection Location)
Engineering Staff: 20 hours x \$125/hour = \$2,500
Principal Engineer/Engineering Geologist: 12 hours x \$190/hour = \$2,280
Subcontractors (Driller, Private Locate) = \$9,400
Expenses (Mileage, Per Diem): \$780
- Lab Testing = \$950
- Geotechnical Engineering Analysis and Design
Engineering Staff: 8 hours x \$125/hour = \$1,000
Project Engineer: 24 hours x \$150/hour = \$3,600
Principal Engineer: 12 hours x \$190/hour = \$2,280
- Geotechnical Report Preparation and Review (includes Draft, revisions, and Final)
Engineering Staff: 12 hours x \$125/hour = \$1,500
Project Engineer: 16 hours x \$150/hour = \$2,400
Principal Engineer: 8 hours x \$190/hour = \$1,520

TOTAL PROPOSED COST ESTIMATE (T&M) = \$37,440

OPTIONAL SUPPLEMENTAL SCOPE: At the discretion of the County, in order to reduce risk of inaccurate pile design assumptions, EEI can perform a supplemental exploration near the proposed dock piles. Tasks include: Permit Application (USACE/DSL), In-water Exploration (Dock Piles Location), Supplemental Design, and Report Addendum.

Engineering Staff: 48 hours x \$125/hour = \$6,000
Project Engineer: 24 hours x \$150/hour = \$3,600
Principal Engineer/Engineering Geologist: 12 hours x \$190/hour = \$2,280
Subcontractors (Driller, Barge Service) = \$42,000-\$72,000*
Expenses (Mileage, Per Diem): \$1,120

TOTAL OPTIONAL SUPPLEMENTAL COST ESTIMATE (T&M) = \$55,000-85,000

* High end of range includes \$52,000 budget for barge services using non-local contractor (quoted by driller). We anticipate that using a local barge service could result in substantial cost reduction.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 12, 2023

Agenda Title: Project Turnkey 2.0
Category: Consent Calendar
Presented By: David Dieffenbach, Capital Improvement Projects Manager

Issue Before the Commission: Project Turnkey 2.0, Approval of Insulation Contract

Informational Summary: Project Turnkey 2.0 is the program funded by the State to purchase existing motels to be used to alleviate the houseless issues in the State. At your February board meeting the Resolution and Order was approved to accept the funding from the Oregon Community Foundation to purchase the Columbia Inn. The funding total is \$2,806,042, this includes the purchase cost of \$2.3M and approximately \$500,000 for renovations. County staff identified needed renovation cost to allow the building to be used for housing the homeless; these renovations and cost were approved by the Oregon Community Foundation.

This contract is to approve Northwest Insulation, LLC to install insulation in the attic and under the floors in the crawl space. The attic insulation is required to cover the fire sprinkler system piping. This will improve the efficiency of the building. Northwest Insulation, LLC is a trade partner with Energy Trust of Oregon. We are projected to get a rebate of \$6,300 from Energy Trust.

The total cost for the install is \$34,234.00

Fiscal Impact: Funding is secured from the Oregon Community Foundation. The budget for the insulation is \$35,225 as part of the funds approved for this project.

Requested Action:

Approve the contract with Northwest Insulation, LLC to install new insulation in the amount of \$34,234 at the Columbia Inn.

Attachment List

- A. Contract, Insurance
- B. Quote



CLATSOP COUNTY, OREGON

800 Exchange Street, Suite 222

Astoria, Oregon 97103

An Equal Opportunity Employer

Contract No C8267

Clatsop County Construction Contract

This Contract is by and between **Clatsop County (County)** and Northwest Insulation, LLC. **Contractor** has agreed to provide; **Now Therefore**, in consideration of the sum not to exceed \$34,233.28, which includes, \$12,688.32 for the attic insulation, \$21,544.96 for the crawl space insulation to be paid to **Contractor** by **County**, **Contractor** agrees to perform by September 30, 2023, inclusive, the following specific services:

- A. The Work: This work will include installing new attic and crawl space insulation at Project Turnkey 2.0. All work is at 495 Marine Dr., Astoria – Columbia Inn.
- B. Payment Terms: Payment will be made 30 days from receipt of invoice and approval of work by County.
- C. Miscellaneous: Exhibit 1: Quote

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. Promptly pay, as due, all persons supplying labor and material for the performance 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 or to become due the Contractor by reason of the contract, pursuant to ORS 279C.515.

- b. 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 dues plus interest commencing at the end of the 10 day period that payment is due under ORS 279C.580 and ending upon final payment.
- c. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract.
- d. Not permit any line or claim to be filed or prosecuted against **County**, on account of any labor or material furnished by **Contractor**.
- e. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- f. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279A.055, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279C.520.
- g. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279C.530.
- h. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
- i. If this contract is for a public improvement, **Contractor** represents and warrants that at the time of the execution of this agreement they have, and shall maintain during the term of this agreement an employee drug-testing program for its employees.
- j. If this contract is for a public improvement, if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, subject to ORS 279C.515.
- k. If this contract is for a public improvement exceeding \$50,000, Contractor, subcontractor or other person doing or contracting to do any of the work of this contract will pay workers prevailing wage rates as contained in bid specifications and workers shall be paid not less than the specified minimum hourly rate of wage.
- l. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and

the preservation of natural resources.

- m. If this contract is for a public improvement exceeding \$50,000, and contractor is required to pay prevailing wages under ORS 279C.800 to 279C.870, then contractor must file a \$30,000 BOLI bond with the Construction Contractors Board before starting work on a contract or subcontract. Contractor will include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractor's Board before starting work on the project, unless exempt.
- n. If this is for a public improvement exceeding \$50,000, a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
- o. Workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.
- p. If this contract includes demolition, the contractor shall salvage or recycle construction and demolition debris if feasible and cost-effective. If contract includes lawn and landscape maintenance, contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective, per ORS 279C.510.

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:
- By written mutual agreement of both parties. Termination under this provision may be immediate.
 - Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
 - 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.
15. **Insurance.** **Contractor** shall purchase and maintain at **Contractor's** expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$1,000,000 for property damage and minimum of \$1,000,000 per person for bodily injury and no less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. In addition, all such insurance, with the of Professional Liability, shall name **County**, its Commissioners, employees and agents, and

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*) Professional Liability Insurance Not Required
(Comments)

(Contractor's Initials) RD

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.

FOR COUNTY:

Signature Date

Title

FOR CONTRACTOR:

[Signature] 3/23/23
Signature Date

Sales Manager
Title

Contractor Address:
Northwest Insulation, LLC
2704 SE 39th Loop Suite 109
Hillsboro, OR 97123
Phone: (503) 640-9000



EXHIBIT 1

Northwest Weatherization
 2704 SE 39th Loop, Suite 109 Hillsboro 97123
 Phone: 503-640-9000 Fax: 503-747-3622
 CCB: 189796 WA-CCB: NORTHIL870N9
www.northwestweatherization.com

Attic Insulation - Quote # 14509

Estimated Job Duration: 7 hours

Quote Details

Create Date: 03 / 16 / 2023

Prepared By: Ryan Dukes

Expire Date: 05 / 26 / 2023

Phone: 503-758-6381

| Home Owner | Phone Number | County | Address |
|-------------------|--------------|----------------|---------------------------------------|
| David Dieffenbach | 5033383695 | Clatsop County | 495 Marine Dr, Astoria, OR 97103, USA |

Call or Email to Schedule: 971-424-8865 Schedule@nwwpros.com

| Attic Insulation | Price | QTY | Subtotal |
|---|---------|------|-------------|
| Insulate add blow-in to R-38 <small>Includes all appropriate baffles for ventilation and damming. Air Sealing for all readily accessible penetrations.</small> | \$1.52 | 7000 | \$10,640.00 |
| Prevailing wage per hour per person <small>number of hours estimated. To be adjusted for accuracy at the end of the job</small> | \$64.01 | 32 | \$2,048.32 |
| Floor insulation and Barrier | | | |
| Insulate add R-25 48" oc Floor insulation | \$1.90 | 7000 | \$13,300.00 |

| Attic Insulation | Price | QTY | Subtotal |
|---|---------|--------------|--------------------|
| Add new 6 mil Vapor Barrier Vapor barrier sheets over lapped. Does not include taped or sealed seams | \$0.30 | 7000 | \$2,100.00 |
| Prevailing wage per hour per person number of hours estimated. To be adjusted for accuracy at the end of the job | \$64.01 | 96 | \$6,144.96 |
| | | Subtotal | \$34,233.28 |
| | | Total | \$34,233.28 |

| Attic Rebate | Price | Qty | Subtotal |
|---|--------|--------------|-------------------|
| Energy Trust of Oregon rebate check Commercial Energy Trust of Oregon will process your check once the job is completed and paid in full. Estimated delivery 8-10 week. | \$0.90 | 7000 | \$6,300.00 |
| | | Subtotal | \$6,300.00 |
| | | Total | \$6,300.00 |

Rescheduling fee

If the installation of a job is canceled or rescheduled the day before planned then a \$300 fee will be applied. If canceled or rescheduled the same day then a \$500 fee will be applied to the bill.

Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Northwest Weatherization for the administrative costs of processing missed payment.

Project Agreement

Quote # 14509

Contractor shall furnish all labor, materials and equipment to perform all work set forth in the Bid Proposal (the "Work" Quote, attached to and made part of this Project Agreement, on the residence of Homeowner located at the referenced address (the "Worksite").

1. **Required Consumer Notices.** Homeowner acknowledges receipt of the following notices which Contractor is required to give Homeowner under the laws of the State of Oregon, all of which are attached to and made a part of this Project Agreement:

- Consumer Protection Notice
- Information Notice to Owner About Construction Liens
- Notice of Procedure

2. Right to Cancel. Homeowner and Contractor each have the right to cancel this Project Agreement at any time prior to midnight of the third (3rd) business day after the Date of Acceptance set forth below.

3. Workmanship. Contractor will do the Work in a workmanlike manner, and the Work will comply with the local building code. If a local building code does not apply to any portion of the Work, the Work shall comply with industry standards. Contractor is responsible for cleanup and trash removal, and will leave the Worksite clean to the best of their abilities.

4. Materials and Substitutions. Contractor shall provide only those materials and equipment necessary to perform the Work. Contractor owns all materials until paid for by Homeowner. All surplus materials are the property of Contractor. If necessary, Contractor has the right to use different construction procedures, or substitute materials of equal or better quality to those described in the Bid Proposal, if the results are substantially the same.

5. Delays. If Contractor is delayed in completing the Work due to the unavailability of materials, acts of nature, stormy or inclement weather, change orders, actions by others, or circumstances which are beyond Contractor's control, the time for completion of the Work shall be extended. Contractor shall provide a written notice, refer to section 13, to Homeowner describing any delays experienced.

6. Work Stoppage and Termination. If Contractor stops Work for 10 days or more, except for delays which are permitted by Section 5, Homeowner has the right to demand that Contractor continue the Work. If Contractor does not continue the work within 10 days after receiving Homeowner's demand, Homeowner may terminate this Agreement by written notice. If Homeowner stops the Work for 2 days or more, the Contractor has the right to demand that Homeowner allow Contractor to do the Work. If the Homeowner does not allow Contractor to continue the Work within 2 days after receiving this demand, Contractor may terminate this Agreement by written notice. Homeowner agrees to pay Contractor a reasonable amount for the Work completed, and for any loss suffered from the stoppage, including lost profits

7. Change Orders. If Homeowner wishes to change any of the materials or the Work, Homeowner must request that change in writing. Homeowner and Contractor will sign a change order form describing the change. The change order will become a part of this Project Agreement. Homeowner agrees to pay for any changes required or necessary to do the Work according to the local building code.

Quote # 14509

8. Damage. Contractor is responsible for any damage due to Contractor's negligent acts or omissions in performing the Work. Homeowner is responsible for any damage caused by Homeowner, acts of nature, or acts of others not under Contractor's control.

9. Insurance. Contractor shall maintain reasonable standards of safety while performing the Work. Contractor shall maintain worker compensation and public liability insurance in amounts sufficient to protect themselves against all risks of damage or injury to property or persons wherever located, resulting from any action or operation under this Project Agreement or in connection with the Work.

10. Payment. Payment for all Work and materials shall be due upon the date of completion of the Work by Contractor.

11. Limited Warranty. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY 2/3 AND FITNESS OF PURPOSE, EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 11. Contractor warrants, after date of completion of the Work, that the materials and workmanship shall be free of defects for one (1) year, excluding materials covered by a manufacturer's warranty. If any defect is discovered, Homeowner must notify Contractor in writing. At the Contractor's opinion, and within fourteen (14) days after receiving notice, Contractor shall take action to repair or replace the defective work at no cost to Homeowner, refund a reasonable amount to Homeowner, or explain any denial of service in writing. This warranty is fully transferable to anyone who owns the Work during the warranty period. Contractor will give Homeowner all manufacturer's warranties and instructions upon completion of the Work. If a defect in those materials becomes apparent during the term of their warranty, Homeowner must contact the manufacturer for correction of the defective material. Only the materials and Work provided by Contractor will be covered under this warranty. This warranty excludes errors, omissions or defects in documents, materials or services provided by others not under Contractor's control. Contractor shall not be responsible for damage due to Homeowner's misuse, negligence, improper or insufficient maintenance, acts of nature, nor will Contractor be liable for direct, indirect, special or consequential damages of kind sustained by Homeowner. Homeowner acknowledges that this warranty shall not apply until Contractor is paid in accordance with Section 10.

12. Arbitration. This Agreement shall be governed by the laws of the State of Oregon. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Project Agreement, including any claim based on contract, tort, or statute, shall be resolved, at the request of any party to this Project Agreement, by final and binding arbitration conducted at a location determined by the arbitrator in Portland, Oregon and administered by and in accordance with the then existing rules of practice and procedure of the Arbitration Service of Portland, Inc. The determination of the arbitrator, which it is hereby specifically agreed may include an award of specific performance, but is not limited thereto, shall be binding upon Homeowner and Contractor and judgment upon the award rendered may be entered in any court having jurisdiction.

13. Notices. Any notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, and addressed to Homeowner or Contractor at their respective addresses appearing in this Project Agreement, or such other addresses as may be designated Homeowner or Contractor. All notices shall be deemed to be given on the expiration of the second day after the date of certification of mailing.

14. Attorneys Fees. If any arbitration, action, suit, or proceeding is instituted to interpret, enforce this Project Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorneys fees and other fees, costs, and expenses of every kind incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

15. Collection Fees

In the even unpaid contract amounts are turned over to a collection agency, Homeowner will be required to make a payment directly to the collection agency, including their collection fee.

Quote # 14509

Consumer Protection Notice

Make sure your contractor is properly licensed before you sign a contract. Visit www.oregon.gov/ccb, and click on the link, Check on a Contractor's License, or call our offices at 503-378-4621. To be licensed in Oregon, contractors must take training and pass a test on business practices and law. Licensing is not a guarantee of the contractor's work. • A license requires the contractor to maintain a surety bond and liability insurance - The CCB surety bond provides a limited amount of financial security if the contractor is ordered to pay damages in contract disputes. It is not intended to be a safety net for consumer damages. Consumers with large projects may wish to look into performance bonds. Liability insurance coverage provides for property damage and bodily injury caused by the contractor. It does not cover contract disputes, including poor workmanship. • If your contractor is not licensed - the CCB bond and dispute resolution services will not be available to you. 2. What you should know about bids, contracts, and change orders: • Bids - Do not automatically accept the lowest bid - A low bid may make it necessary for the contractor to use lower quality materials and to cut corners in workmanship. • Contracts and Change Orders - Always get it in writing. Your contractor is required to provide a written contract if the contract price is more than \$2000. The CCB recommends that all contracts be in writing. • Contracts should be as detailed as possible - Some items to include are materials and costs, permits, estimated start and completion dates, debris removal, and arbitration clauses. Make sure the contractor's name, CCB number, and contact information is included in the contract. • Read and understand your contract before signing it - Don't be pressured into signing your contract without taking the time needed to go through it. Make sure it includes enough details to avoid misunderstandings and to protect you and your property. 3. Additional contract information you should know: • A Payment Schedule - should be included in the contract. Stick to the schedule and never pay in full for a project before the work is complete. • Special Note on Liens - Subcontractors and material suppliers that work on your project are often paid by the general contractor. If a general contractor fails to pay, the subcontractor may file a lien on your property. For information on construction liens, visit the CCB's Consumer Help Page at www.oregon.gov/ccb, or contact an attorney. • Warranty on new residential construction - Contractors must make an offer of a warranty when constructing a new residential structure. Consumers may accept or refuse the warranty. 4. If you should have a problem with your contractor - You can file a complaint with the CCB against a licensed contractor within one year of the substantial completion of work on your project. Contact the CCB office at 503-378-4621 for help. Visit the CCB website at for more information on having a successful project. www.oregon.gov/ccb Oregon law requires contractors to provide the homeowner with this notice at the time of written contract, for work on a residential structure. This notice explains licensing, bond and insurance requirements, and steps that consumers can take to help protect their interests. START OUT YOUR PROJECT RIGHT CONTRACTOR: CCB#: #189796

Information Notice to Owner about Construction Liens

This is not a lien. Your contractor is required by law to provide this notice to inform you about construction lien laws. This notice explains the construction lien law, and gives steps you can take to protect your property from a valid lien. As an owner, you should read this information notice carefully. This information notice is required to be given if you contract for residential construction or remodeling, if you are buying a new home, or at any time the contract price exceeds \$2,000. This notice is not intended to be a complete analysis of the law. You should consult an attorney for more information. (over) • Under Oregon law, your contractor and others who provide labor, materials, equipment, or services to your project may be able to claim payment from your property if they have not been paid. That claim is called a Construction Lien. • If your contractor does not pay subcontractors, employees, rental equipment dealers, materials suppliers, or does not make other legally required payments,

those who are owed money may place a lien against your property for payment. It is in your best interest to verify that all bills related to your contract are paid, even if you have paid your contractor in full.

Quote # 14509

• If you occupy or will occupy your home, persons who supply materials, labor, equipment, or services ordered by your contractor are permitted by law to file a lien against your property only if they have sent you a timely Notice of Right to Lien (which is different from this Information Notice), before or during construction. If you enter into a contract to buy a newlybuilt, partially-built, or newly-remodeled home, a lien may be claimed even though you have not received a Notice of Right to a Lien. If you do not occupy the building, a Notice of Right to Lien is not required prior to filing a lien. Common Questions and Answers About Construction Liens Can someone record a construction lien even if I pay my contractor? Yes. Anyone who has not been paid for labor, material, equipment, or services on your project and has provided you with a valid Notice of Right to Lien has the right to record a construction lien. What is a Notice of Right to Lien? A Notice of a Right to Lien is sent to you by persons who have provided labor, materials, or equipment to your construction project. It protects their construction lien rights against your property. What should I do when I receive a Notice of Right to Lien? Don't ignore it. Find out what arrangements your contractor has made to pay the sender of the Notice of Right to Lien. When do construction liens need to be recorded? In Oregon, construction liens generally need to be recorded within 75 days from the date the project was substantially completed, or 75 days from the date that the lien claimant stopped providing labor, material, equipment, or services, whichever happened first. To enforce a lien, the lien holder must file a lawsuit in a proper court within 120 days of the date the lien was filed. Note to Contractor: This notice must be delivered personally, or mailed by registered mail, certified mail, or by first-class mail with a certificate of mailing. Ask the signing parties to provide you with an original or copy to retain in your files. You should retain proof of delivery of this notice for at least two years. Information Notice To Owner About Construction Liens (ORS 87.093) CONTRACTOR: CCB#: PROPERTY OWNER: Print Name (as it appears on contract) Print Name (as it appears on contract) Signature Date Signature Date Steps That Consumers Can Take to Protect Themselves • Contact the Construction Contractors Board (CCB) and confirm that your contractor is licensed. The law requires all construction contractors to be licensed with the CCB. Check a contractor's license online at the CCB consumer website: www.oregon.gov/ccb, or you can call 503-378-4621. • Review the Consumer Protection Notice (ORS 701.330(1)), which your contractor must provide to you at the time of contract on a residential structure. • Consider using the services of an escrow agent to protect your interests. Consult your attorney to find out whether your escrow agent will protect you against liens when making payments. • Contact a title company about obtaining a title policy that will protect you from construction lien claims. • Find out what precautions, if any, will be taken by your contractor, lending institution, and architect to protect your project from construction liens. • Ask the contractor to get lien waivers or lien releases from every subcontractor, materials provider, equipment provider, and anyone else the contractor is responsible for paying. Do this before you give your contractor a progress payment. • Have a written contract with your contractor. A written contract is required for projects greater than \$2,000. An original contractor that fails to provide a written contract as required by law, may not place a construction lien against the owner's property. • If you receive a Notice of Right to Lien, ask for a statement of the reasonable value of the materials, labor, equipment, or services provided to your project from everyone who sends you a Notice of Right to Lien. If the information is not provided in a timely manner, the sender of the Notice of Right to Lien may still be able to file a construction lien, but will not be entitled to attorney fees. • When you pay your contractor, write checks made jointly payable to the contractor, subcontractors, materials, equipment, or services providers. The checks name both the contractor and the subcontractor, materials or equipment provider. The checks can only be cashed if both the contractor and the subcontractor, materials or equipment provider endorses it. This ensures that the subcontractor and other providers will be paid by your contractor, and can eliminate the risk of a lien on your property. • Should you have a dispute with your contractor, you may be able to file a complaint with the CCB and be reimbursed in whole or in part from the contractor's bond. For more details about help available through the

agency, write to the CCB at PO Box 14140, Salem, OR 97309-5052 or call 503-378-4621. • Consult an attorney. If you do not have an attorney, consider contacting the Oregon State Bar Referral Service at 503-684-3763 or 1-800-452-7636

Contractor CCB #189796

Notice Of Procedure

Notice of Procedure Regarding Residential Construction Arbitrations and Lawsuits (ORS 701.330) Oregon law contains important requirements that homeowners must follow before starting an arbitration or court action against any contractor, subcontractor, or supplier (materials or equipment) for construction defects. Before you start an arbitration or court action, you must do the following: 1. Deliver a written notice of any conditions that you believe are defective to the contractor, subcontractor, or supplier that you believe is responsible for the alleged defect. 2. Allow the contractor, subcontractor, supplier, or its agent, to visually inspect the possible defects and also allow the contractor, subcontractor, or supplier to do reasonable testing. 3. Provide the contractor, subcontractor, supplier, or its agent, the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made. There are strict procedures and deadlines that must be followed under Oregon law. Failure to follow those procedures or meet those deadlines will affect your right to start an arbitration or court action. You should contact an attorney for information on the procedures and deadlines required under Oregon law. f:noticeofprocedure/adopted12-04-07 Your contractor is supplying this notice to you as required by Oregon law

Contractor CCB #189796

Quote # 14509

Quote # 14509

Home Owner

David Dieffenbach

Date

Northwest Weatherization



Ryan Dukes

3/23/23

Date

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 12, 2023

Agenda Title: Property Easement
Category: Consent Calendar
Presented By: Terry Hendryx, Interim Director Public Works

Issue Before the Commission: Grant an easement to allow the adjacent property owner to continue to utilize County property to access their property for agricultural use only.

Informational Summary: Public Works has been working with Carolyn Shepherd and her family who owns property at the intersection of Lewis & Clark Road and Logan Road to improve the safety of the intersection. Public Works will widen the intersection to allow truck traffic traveling east from the Netel Bridge to Logan Road to remain in their respective lane rather than being forced into the oncoming lane when turning onto Logan Road.

The County owns property known as the Netel Stockpile Site, along the Shepherd/Harber southern property line. Historically the Shepherd's have utilized a gate in the fence separating the two properties to access the hay field north of the fence during the summer months. It is their request as part of the consideration for the property to create the intersection widening to memorialize that continued access for agricultural purposes only.

Fiscal Impact: None

Requested Action:

Approve easement and authorize the Board Chair to sign.

Attachment List

A. Easement

After Recording Return To:
Clatsop County Public Works
1100 Olney Avenue,
Astoria, Oregon 97103

EASEMENT

THIS AGREEMENT is made on March 24, 2023, by and between Clatsop County, hereinafter (*Grantor*), and Carolyn M. Shepherd, Cynthia Marie Harber, hereinafter (*Grantees*).

Recitals

- A. The Grantor is the owner of certain real property commonly known as Tax lot 70907CA00200, Astoria, Oregon 97103 and is more particularly described in Book 236, Page 276, Clatsop County Deed of Records.
- B. The Grantees are the owners of certain real property commonly known as Tax lot 709070000400 and is more particularly described in Book 449, Page 586, Clatsop County Deed of Records.
- C. Grantees seek to obtain an easement from Grantor and grantor is willing to grant an easement in order to allow agricultural access through the thirty foot (30'), wide portion as shown on Exhibit "A" (County Survey CS# B-11201, Clatsop County Survey Records).

NOW THEREFORE, the parties mutually agree as follows:

1. **Easement.** Grantor grants to Grantees, an easement to use the thirty foot wide portion of that tract of land shown on Exhibit "A" to access their property as described under **Recitals** ("B"), for agricultural purposes.
2. **Use of Property.** The thirty foot wide parcel can only be used for ingress and egress for agricultural purposes. No tree removal is allowed by Grantees.
3. **Transferrable.** This easement is intended to run with the land described on Exhibit "A", and terms shall bind and apply to future owners of Grantees' Property and Grantor's Property.
4. **Attorney Fees.** In the event of any action to interpret or enforce the terms of this easement agreement the prevailing party shall be entitled to an award of reasonable attorney fees in the trial court or any appeal therefrom.

| POINT NO. | Northing | Easting | Description of found monuments. |
|-----------|------------|------------|--|
| 4 | 9,980.338 | 9,988.403 | 5/8" iron pipe, 3" below surface Held as original deed monument as per Book 231, Page 623, Clatsop County Film Records |
| 6 | 10,187.796 | 9,990.351 | 1/2" iron pipe, 5" below surface Held as original deed monument as per Book 231, Page 623, Clatsop County Film Records |
| 9 | 9,939.591 | 10,159.170 | Yellow plastic cap stamped "LS 849", flush with surface Held as right of way monument as per CS #B-7706, C.C.S.R |
| 10 | 9,910.014 | 10,166.484 | Yellow plastic cap stamped "LS 849", 3" below surface Held as right of way monument as per survey CS #B-7706, C.C.S.R |
| 12 | 9,799.791 | 10,348.294 | Yellow plastic cap stamped "CLATSOP CO SURVEYOR", flush with surface Held as right of way monument for Logan Road as per survey CS #B-9572, C.C.S.R |
| 13 | 9,805.008 | 10,068.644 | Yellow plastic cap stamped "CLATSOP CO SURVEYOR", flush with surface Held as right of way monument for Logan Road as per survey CS #B-9572, C.C.S.R |
| 14 | 9,859.957 | 10,069.705 | Yellow plastic cap stamped "CLATSOP CO SURVEYOR", flush with surface Held as right of way monument for Logan Road as per survey CS #B-9019, C.C.S.R |
| 16 | 9,810.927 | 10,000.266 | Yellow plastic cap stamped "CLATSOP CO SURVEYOR", flush with surface Held as right of way monument for Logan Road as per survey CS #B-9572, C.C.S.R |
| 17 | 9,826.195 | 9,949.033 | Yellow plastic cap stamped "CLATSOP CO SURVEYOR", flush with surface Held as right of way monument for Logan Road as per survey CS #B-9572, C.C.S.R |
| 18 | 9,847.532 | 9,900.210 | Yellow plastic cap stamped "CLATSOP CO SURVEYOR", flush with surface Held as right of way monument for Logan Road as per survey CS #B-9572, C.C.S.R |
| 20 | 10,234.722 | 9,546.758 | Yellow plastic cap stamped "CLATSOP CO SURVEYOR", flush with surface Held as right of way monument for Logan Road as per survey CS #B-9019, C.C.S.R |
| 21 | 10,255.540 | 9,581.026 | Yellow plastic cap stamped "CLATSOP CO SURVEYOR", flush with surface Held as right of way monument for Logan road as per survey CS #B-9019, C.C.S.R |
| 23 | 10,080.561 | 9,686.861 | Yellow plastic cap stamped "CLATSOP CO SURVEYOR", flush with surface Held as right of way monument for Logan Road as per survey CS #B-9019, C.C.S.R |
| 24 | 9,956.711 | 10,196.153 | Yellow plastic cap stamped "LS 849", 4" below surface Held as right of way monument as per survey CS #B-7706, C.C.S.R |
| 25 | 9,995.953 | 10,167.836 | Yellow plastic cap stamped "LS 849", 8" below surface Held as right of way monument as per survey CS #B-7706, C.C.S.R |
| 26 | 9,997.638 | 10,167.840 | Yellow plastic cap stamped "LS 849", 4" below surface Held as SE property corner as per survey CS #B-7706, C.C.S.R |
| 28 | 9,998.345 | 10,116.378 | Yellow plastic cap stamped "LS 849", 2" below surface Held as right of way monument as per survey CS #B-7706, C.C.S.R |
| 34 | 9,803.716 | 11,384.650 | Pk nail with stainless steel washer stamped "E DAVIS LS 1095", not of record |
| 35 | 9,824.052 | 11,593.961 | 3-1/4" County Surveyor aluminum cap, Southeast Corner George McEwan DLC No 38, see Bearing Tree Record No 790, C.C.S.R |
| 36 | 10,047.105 | 10,168.528 | Yellow plastic cap stamped "LS 849", 2.5" below surface Held as a point on the easterly boundary of County property, as per survey CS #B-7706, C.C.S.R |
| 103 | 10,059.859 | 9,652.635 | Yellow plastic cap stamped "CLATSOP CO SURVEYOR", flush with surface Held as right of way monument for Logan Road as per survey CS #B-9019, C.C.S.R |

NARRATIVE:

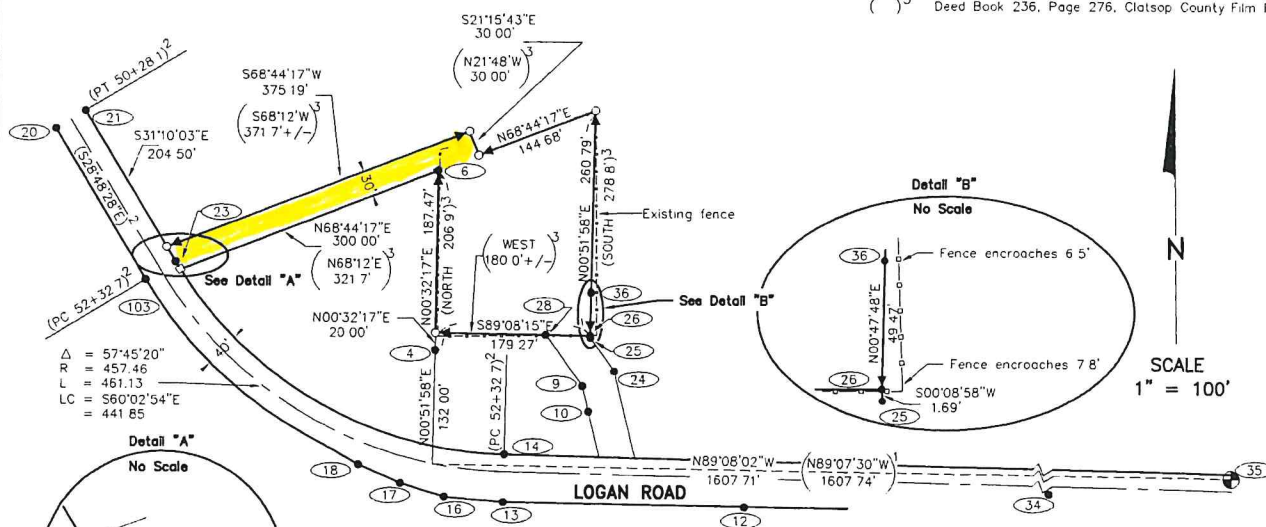
Purpose of this survey is to monument the parcel of land described in Book 236, Page 276, Clatsop County Film Index.

Basis of Bearings was determined by holding found deed monuments shown hereon as points 4 and 6, as per Book 231, Page 623, Clatsop County Film Index

Note, point 4 was set at a point 132 feet North of the DLC line, but the North boundary of the Netel Grange property as described in Book 96, Page 137, is described as being 152 feet North of the DLC line. Since the Netel Grange deed is senior to Clatsop County's deed, the call for 152 feet was held. Point 4 was held as being 132 feet North, when measured at right angles to the DLC line. The Southwest corner of the County property was held at 20 feet North along the line from point 4 to 6, to maintain the 152 foot call from Book 96, Page 137. Held point 36 as a restoration of the Northwest corner of Book 88, Page 624 as per CS #B-7706. Also held point 26 as the Southeast corner, as per said survey, extended east property line perpendicular to DLC line as per deed in Book 236, Page 276. Held angular relationship from monuments 4 and 6 to determine direction of 30 foot strip, and extended it to the East right of way of Logan Road as determined by survey CS #B-9019. Held deed distance of 50 feet from point 4 for angle point in the North line.

LEGEND:

- Set 5/8" X 30" rebar with yellow plastic cap stamped "CLATSOP CO SURVEYOR"
- Found monument as described hereon
- ▲ Set 6" orange Carsonite witness post 1' from monument as shown
- Point number
- C.C.S.R Clatsop County Survey Records
- Set Berntsen Model SNM-1 asphalt nail with 1-1/2" stainless steel washer stamped "CLATSOP COUNTY SURVEYOR"
- ()¹ Record distance or bearing, see CS #B-7706, C.C.S.R
- ()² Record distance or bearing, see CS #B-9019 C.C.S.R
- ()³ Deed Book 236, Page 276, Clatsop County Film Records



Detail "A"

No Scale

2018'

Δ = 1°17'20"

R = 457.46

L = 10.29

LC = S31°48'54"E

= 10.29

No carsonite post set

Detail "B"

No Scale

Fence encroaches 6.5'

Fence encroaches 7.8'

SCALE
1" = 100'

SURVEY OF:
A PARCEL OF LAND LOCATED
IN THE SOUTHWEST 1/4 OF
SECTION 7 OF T.7N., R.9W.,
W.M., CLATSOP COUNTY, OREGON

SURVEY FOR:
CLATSOP COUNTY

SURVEY BY:
CLATSOP COUNTY SURVEYOR
1100 OLNEY AVENUE
ASTORIA, OREGON 97103

DATE NOV. 2, 2001 DRAWN BY T.L.H. CHECKED BY S.D.T.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

STEVEN D. THORNTON
2014

RENEWES 07-01-2002

CLATSOP COUNTY
SURVEYOR
RECEIVED
NOV. 02, 2001
FILED 11-13-01 S.T.
ASTORIA, OREGON

WHEREFORE, This Easement Agreement is in effect March _____, 2023.

GRANTEES

GRANTOR

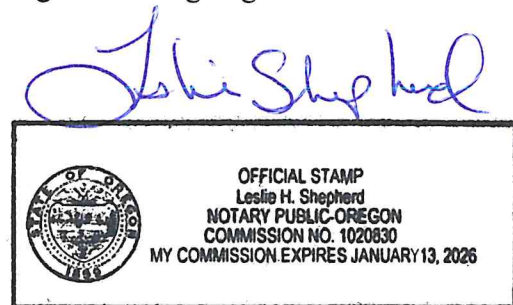
Carolyn M. Shepherd
Carolyn M. Shepherd

Chairperson, Clatsop County

Cynthia M. Harber
Cynthia Marie Harber

STATE OF OREGON)
) SS.
County of Clatsop)

Carolyn M. Shepherd personally appeared and acknowledged the foregoing instrument to be their
voluntary act and deed this 24 day of March, 2023.



STATE OF OREGON)
) SS.
County of Clatsop)

Cynthia M. Harber personally appeared and acknowledged the foregoing instrument to be their
voluntary act and deed this 24th day of March, 2023.



STATE OF OREGON)
) SS.
County of Clatsop)

_____ personally appeared and acknowledged the foregoing instrument to be their
voluntary act and deed this _____ day of March, 2023.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 12, 2023

Agenda Title: State Homeland Security Program (SHSP) Grant Amendment 20-207-1
Category: Consent Calendar
Presented By: Justin Gibbs, Emergency Management Director

Issue Before the Commission: Amending the contract with the Oregon Emergency Management Department to change the scope of work to purchase a fuel tank, extend the period of performance to June 30, 2023, and increase the amount of the contract by \$60,000.00.

Informational Summary: Clatsop County was awarded a State Homeland Security Program (SHSP) grant by the Oregon Emergency Management (OEM) Department in fiscal year 2020 to complete a fuel plan but that project was not completed. The programmatic termination date for expending these funds is three (3) years, so OEM has granted a request to change the scope of work to purchase a fuel tank, extend the period of performance to June 30, 2023, and increase the amount of the contract by \$60,000.00, bringing the total contract amount to \$100,000.00.

The Board, on March 22, 2023, appropriated \$100,000.00 from Special Projects for the purchase of the fuel tank and authorized the County Manager to sign the quote provided by Eagle Tanks, Inc.

Fiscal Impact: This grant amendment increases the amount of the contract (C7661), with the Oregon Emergency Management Department, by \$60,000.00 and brings the total contract amount to \$100,000.00.

Requested Action:

Approve the amendment 20-207-1 that increases the contract amount by \$60,000.00 and authorize the County Manager to sign the amendment, and any future amendments, to the contract (C7661).

Attachment List

- A. Clatsop County Contract Review Worksheet for C7661
- B. State Homeland Security Program (SHSP) Grant Amendment 20-207-1

**OREGON DEPARTMENT
OF EMERGENCY MANAGEMENT
STATE HOMELAND SECURITY PROGRAM
CFDA # 97.067**

AMENDMENT 20-207 -1

This is Amendment #1 to Grant Agreement 20-207 effective August 23, 2021, between the State of Oregon, acting by and through the Oregon Department of Emergency Management (OEM), and [grant recipient].

THE AGREEMENT IS AMENDED AS FOLLOWS (new language is indicated by bold and underline and deleted language is italicized and bracketed):

Section 1: Section 1 is hereby amended as follows:

Effective Date. This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2020** and ending, unless otherwise terminated or extended, on **/September 30, 2021/ June 30, 2023.** No Grant Funds are available for any expenditures after the Expiration Date. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

Exhibit A: Exhibit A, Section (I) is hereby amended as follows:

I. Project Description

[The goal of this proposed project is to develop a comprehensive emergency fuel action plan for the entire county, to include, critical services and public safety entities.] **This project will fund the purchase and installation of a fuel storage tank and all necessary equipment to ensure the usability of fuel during a disaster or terrorist event. The location of said tank will be 1250 SE 19th St, Warrenton Oregon.**

Exhibit A, Section (II) is hereby amended as follows:

II. Budget *[\$40,000]* \$100,000

| | |
|-------------------------|-------------------------|
| <i>[Consultant</i> | <i>\$40,000]</i> |
| <u>Equipment</u> | <u>\$100,000</u> |

This amendment may be executed by the parties in counterparts.

Except as expressly amended above, all terms and conditions of the original Agreement are still in full force and effect.

Approved by:

Alaina Mayfield, Preparedness Section Manager, OEM

Date

Signature of Authorized Subgrantee Official

Date

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 12, 2023

Agenda Title: ORDINANCE 23-01: LAWDUC REVISIONS “Trucking Terminal” and Rural Community Commercial (RCC) Zone

Category: Public Hearing

Presented By: Julia Decker, Planning Manager

Issue Before the Commission: Approval of amendments to add a definition “Trucking Terminal” to the Land and Water Development and Use Code, Section 1.0500 Definitions, and as a Type II conditional use in the Rural Community Commercial (RCC) Zone, Section 4.1430

Informational Summary: On February 12, 2023, the Clatsop County Planning Commission voted 7-0 to recommend the Board of Clatsop County Commissioners adopt amendments to the Land and Water Development and Use Code (LAWDUC), adding a definition of “Trucking Terminal” to LAWDUC Section 1.0500. Definitions, and adding the trucking terminal use to the Rural Community Commercial (RCC) Zone and a Type II conditional use.

The Planning Commission heard the matter on February 12, 2023, after reviewing the issue in a work session on January 10, 2023. On January 18, 2023, the Board of Clatsop County Commissioners reviewed the proposal in a work session and received the Planning Commission’s recommendation. The Board supported the proposed amendment and directed staff to proceed.

The concept first arose in 2019, when two, unrelated property owners made Similar Use applications for commercial trucking uses on unrelated properties in the Rural Community Commercial Zone in the Miles Crossing area. Both applications were approved by the Planning Commission and affirmed by the Board, and the Planning Commission directed staff to add the use to the RCC Zone to streamline the application process for future applicants.

The Department of Land Conservation and Development was apprised of the proposed amendments on November 4, 2022. Staff has not received comment from the state. Legal notice was published in The Daily Astorian on February 7, 2023, regarding the Planning Commission hearing. To date, no comments have been received.

Fiscal Impact: None anticipated

Requested Action:

To continue the matter to April 26, 2023 meeting.

Attachment List

- A. Ordinance 23-01, including proposed definition of “trucking terminal” to be added to Land and Water Development and Use Ordinance (LAWDUC) 20-03, Section 1.0500. Definitions; and LAWDUC Section 4.1400. RURAL COMMUNITY COMMERCIAL ZONE (RCC), depicting current and proposed language in Section 4.1430. Commercial Conditional Development and Use

**BEFORE THE BOARD OF COMMISSIONERS
FOR THE COUNTY OF CLATSOP**

In the Matter of:

An Ordinance amending the *Land and Water Development and Use Code (LAWDUC)*, adding a definition of “*Trucking Terminal*” and adding trucking terminal as a conditional use in the RCC Zone.

ORDINANCE NO. 23-01

Doc # _____

Recording Date: _____

RECITALS

WHEREAS, the Clatsop County Board of Commissioners adopted Ordinance 03-10, amending the Clatsop County *Land and Water Development and Use Ordinance* (zoning regulations), Comprehensive Plan, and Zoning Map and adopting Rural Community provisions for Arch Cape, Svensen, Knappa, Westport, and Miles Crossing and Jeffers Gardens, on September 10, 2003; and

WHEREAS, the Clatsop County Board of Commissioners adopted Ordinance 20-03 *Land and Water Development and Use Code (LAWDUC)* on December 9, 2020, replacing the *Land and Water Development and Use Ordinance* and the Clatsop County *Standards Document*, thereby revising and updating the land use framework for unincorporated Clatsop County and retaining the provisions of Ordinance 03-10; and

WHEREAS, the Clatsop County Planning Commission and the Board of Clatsop County Commissioners have twice in 2019 reviewed Similar Use applications for trucking terminals against other Type II conditional uses in the RCC Zone; and

WHEREAS, a conditional use is one that requires public notice, review against specific criteria, and development of conditions to mitigate potential negative impacts;

WHEREAS, on both occasions, the review resulted in the approval of commercial trucking as similar to other Type II conditional uses in the RCC Zone and the Board of County Commissioners agreed revising the code would streamline application procedures and reduce costs for future applicants; and

WHEREAS, the Board of Clatsop County Commissioners held a work session on January 18, 2023, to review the proposed amendments; and

THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:

SECTION 1. ADOPTION

The Board of County Commissioners hereby adopts Ordinance 23-01, as shown in Exhibit 1, attached hereto and incorporated herein by this reference.

SECTION 2. SEPARABILITY

The provisions of this ordinance are severable. If any portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3. CONFORMANCE OF STATE LAW

This Ordinance shall not substitute for nor eliminate the necessity for conformity with any and all laws or rules of the state of Oregon, or its agencies, or any ordinance, rule, or regulation of Clatsop County.

SECTION 4. INCONSISTENT PROVISIONS

This Ordinance shall supersede, control and repeal any inconsistent provision of any County Ordinance as amended or any other regulations made by Clatsop County.

SECTION 5. APPLICABILITY

This Ordinance shall apply within the unincorporated areas of Clatsop County but shall not apply within the boundaries of any incorporated City.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect on the 30th day following adoption by the Board of Commissioners as provided in Chapter III, Section 8(B) of the Home Rule Chapter for the Government of Clatsop County.

Approved this 26th day of April, 2023

THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

By _____
Mark Kujala, Chair

Date _____

By _____
Theresa Dursse, Recording Secretary

First Reading: _____

Second Reading: _____

Effective Date _____

EXHIBIT 1

Ordinance 23-01

Additions in **bold**; deletions in ~~strikeout~~.

Land Water Development and Use Code
SECTION 1.0500. DEFINITIONS

TRANSMISSION LINES – Lines designated to move bulk energy products from where they are produced, generated or stored in bulk to distribution lines that carry the energy products to consumers.

TREE -- any woody plant having at least one well-defined stem at least six inches in diameter measured at a height of four and one-half feet above the natural grade.

TRUCKING TERMINAL – An intermodal truck terminal facility where goods are transferred between trucks and/or between trucks and other modes of transport, including but not limited to railroads and/or ports. (Ord. 23-01)

USE -- See Development.

UTILITIES -- Local sewer, water, gas, telephone and power distribution lines necessary for local utility service. Included in this definition are uses needed to operate transmission and distribution lines including pumping stations, repeater stations, and water storage tanks.

Additions in **bold**; deletions in ~~strikeout~~.

SECTION 4.1400. RURAL COMMUNITY COMMERCIAL ZONE (RCC)

Section 4.1410 Purpose and Intent

This zone is located in the Rural Community of Arch Cape, Svensen, Westport, Miles Crossing and Jeffers Gardens. The RCC zone is intended to: (1) provide support for existing small concentrations of retail and commercial services; (2) contribute to community identity; (3) provide job opportunities within the community; (4) allow only those uses that are compatible with the surrounding uses considering varying environmental and other site constraints, and the availability of community water, sewer, or if such services are not available, such uses do not exceed the carrying capacity of the property to provide potable water and absorb waste; and (5) provide services for the community, surrounding rural, farm and forest areas, and traveling public. New commercial uses are those defined under state law as “small-scale, low impact” with building or buildings not to exceed 4,000 square feet of floor area, unless determined that large buildings are intended to serve the rural community, surrounding rural area or the travel needs of the people passing through the area. Expansion of an existing commercial use resulting in building or buildings exceeding 4,000 square feet of floor area are appropriate when the use is intended to serve the rural community, surrounding rural area or the travel needs of people passing through the area.

Section 4.1420. Development and Use Permitted

The following uses and their accessory uses are permitted under a Type I permit procedure subject to applicable development standards.

- 1) Splitting and sale of firewood.
 - 2) Roadside stand, which shall be less than 120 sq. ft. in size, subject to provisions in Sections 3.9520-3.9540.
 - 3) Low intensity recreation.
 - 4) Utilities, maximum utilization of existing easements and rights-of-way shall be made.
 - 5) Handicapped housing facility.
 - 6) Land transportation facilities as specified in Section 4.0300.
 - 7) Short term rental subject to the standards in Chapter 5.12, Clatsop County Code.
- [Ord. 22-05]

Section 4.1430. Commercial Conditional Development and Use

The following commercial uses and their accessory uses are permitted under a Type II permit procedure subject to applicable development standards provided that commercial uses occur in a building or buildings that do not exceed the following area standards:

- 1) A retail grocery, bakery, delicatessen, confectionary or similar store including the preparation of foodstuffs for sale primarily on the premises, provided building or buildings for each commercial use does not exceed 4,000 square foot of floor area.
- 2) A retail drug, variety, gift, antique, hardware, sporting goods, dry goods, music, florist, book, stationery, art gallery, or similar store provided building or buildings for

- each commercial use does not exceed 4,000 square foot of floor area.
- 3) A barber, beauty, tailor, shoe repair, laundromat, cleaners, photographic shop or similar personal service business provided building or buildings for each commercial use does not exceed 4,000 square foot of floor area.
 - 4) Sporting equipment and other recreational equipment rental service provided building or buildings for each commercial use does not exceed 4,000 square foot of floor area.
 - 5) An eating or drinking establishment provided building or buildings for each commercial use does not exceed 4,000 square foot of floor area.
 - 6) An automobile service station, including auto fuel, towing and minor repair, excluding auto sales and auto storage provided building or buildings for each commercial use does not exceed 4,000 square foot of floor area.
 - 7) Professional offices provided building or buildings for each commercial use does not exceed 4,000 square foot of floor area.
 - 8) Park, or playground, ball fields, or community center.
 - 9) Churches or similar places of worship.
 - 10) Veterinary clinic provided the square footage of the building or buildings devoted to the care of household pets does not exceed 4,000 square feet of floor area.
 - 11) Medical and dental offices provided building or buildings for each commercial use does not exceed 4,000 square foot of floor area.
 - 12) Buildings and uses of a public works, public service, or public utility nature, that may include equipment storage, repair yards, warehouses, or related activities.
 - 13) Instructional or vocational schools, such as dance studio, karate, theatre, music, computer science provided building or buildings for each commercial use does not exceed 4,000 square foot of floor area.
 - 14) Communication Facilities subject to the provisions of Section 3.9400.
 - 15) Farm or garden supply, equipment sales and repair.
 - 16) Mini-storage.
 - 17) **Trucking terminal. [Ord. 23-01]**
 - ~~178~~) Legally existing and allowed uses (as of the effective date of this ordinance) may continue as permitted uses.
 - 189) By a Type III procedure, any uses determined by the Planning Commission to be similar in use and compatibility to those uses described under sections 1-~~178~~ above subject to the provisions of section 2.6000, provided building or buildings for each commercial use does not exceed 4,000 square feet of floor area.