



Request for Proposals (RFP)

Legislative Representation and Lobbying Services

Date issued: Monday, July 17, 2023

Issued by: County Manager's Office

RFP Deadline: Friday, August 25, 2023

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PURPOSE OF REQUEST

Clatsop County is seeking proposals from qualified individuals or firms (hereinafter referred to solely as "firm") to provide legislative representation and lobbying services as described herein.

Clatsop County has engaged in a contract lobbyist firm to represent its interests since 2020. Through this Request for Proposals (RFP), the County is seeking competitive proposals to continue and potentially expand services as described in the section "Scope of Work."

Preference will be given to firms with experience representing rural local governments, as well as proposals offering both state and federal legislative representation and lobbying services.

SUBMISSION INFORMATION

This RFP will be made available on Clatsop County's website at <http://www.co.clatsop.or.us/rfps> and Oregon Buys at <https://oregonbuys.gov/>.

Proposals can be submitted electronically via email to CountyAdmins@ClatsopCounty.gov with the subject line, "Legislative Representation and Lobbying Services."

Proposals must be received by **Friday, August 25, 2023** to be eligible for consideration. Late proposals will not be considered.

QUESTIONS

Members of the evaluation committee and Clatsop County Board of Commissioners may not be contacted or solicited by any firm intending to submit a proposal. All questions concerning this RFP and the review process should be directed to Amanda Rapinchuk, Management Policy/Analyst at arapinchuk@ClatsopCounty.gov.

SELECTION PROCESS

This RFP is intended to solicit proposals for the purpose of selecting a firm to provide legislative representation and lobbying services at the direction of the Clatsop County Board of County Commissioners and under the management of the County Manager's Office.

Review of Submissions

Submissions will be kept on file and referenced on an as needed basis; confirmation of receipt of submission will be provided.

All proposals will initially be screened by Clatsop County staff. Those proposals determined to be late, incomplete, or noncompliant, and those respondents that do not meet the minimum qualifications identified in this RFP may be eliminated from further evaluation at that time.

An evaluation committee will assess the written proposals based on the selection criteria provided in this RFP.

Interviews and References

Following the initial evaluation, the highest-ranking firms may be invited to attend an interview (in-person or virtually) with the evaluation committee to answer additional questions. The County may, at its discretion, interview one or more firms for further consideration. The key individual(s) that would work directly with the Board of Commissioners and County Manager's Office representative(s), if selected, are expected to attend the interview.

The County may request additional information regarding the demonstrated competence and qualifications and intends to check references.

Scoring

Based on proposals evaluation, interviews (if any), and references, the evaluation committee will score and rank the proposals. (See "SELECTION CRITERIA" for more information.)

Contract Negotiations

The County will then enter into negotiations with the highest-ranking firm to develop a mutually acceptable contract for services which will be based upon the firm's submitted proposal and the sample personal/professional services agreement attached to this RFP.

If an acceptable contract cannot be negotiated, written notice will be provided, and negotiations with the next highest-ranking firm will commence.

Board Approval

Finally, County staff will provide the agreed upon contract to the Clatsop County Board of Commissioners, as a recommendation. The Board of Commissioners will vote on the recommendation in a public meeting, officially rejecting or approving the provided contract between the County and the selected firm for legislative representation and lobbying services.

Anticipated Timeline

- Distribution of RFP—July 17, 2023
- **Deadline for proposals—August 25, 2023**
- Review of submissions—August 28-29, 2023
- Interviews, references, and scoring—August 30 to September 21, 2023
- Final selection—September 22, 2023
- Contract negotiations—September 25 to October 11, 2023
- Board of County Commissioners' approval—October 25, 2023
- Contract services commence—November 1, 2023

Limitations

All costs associated with preparing and submitting a proposal are solely the responsibility of the respondent. Clatsop County may reject any proposal not in compliance with prescribed procedures and requirements, may reject for good cause any and all proposals, and reserves the right to waive any informalities or irregularities in the proposals upon a finding of the County that it is in the public interest to do so.

This solicitation does not obligate Clatsop County to select any single respondent and the County reserves the right to cancel the procurement, to retain all proposal materials in accordance with ORS 279B.100, and to use any material included in the proposal regardless of whether it is selected.

Submissions are considered public records and are subject to the Public Records Act.

SELECTION CRITERIA

Clatsop County will select the firm that is determined to be most qualified to fulfill the terms of the contract. Preference will be given to firms with experience representing rural local governments, as well as proposals offering both state and federal legislative representation and lobbying services.

The criteria listed below will be used by an evaluation committee to score and rank submitted proposals on a 100-point scale. If necessary to make a decision, those firms that submit the highest rated proposals may be invited to participate in an interview in which additional points may be awarded. The County may request further clarification to assist the evaluating committee in gaining additional understanding of one or more proposals.

<u>Evaluation Factor</u>	<u>Total Points Available</u>
Qualifications and Experience	25
Project Understanding and Approach	30
Project Team	25
Budget	20

BACKGROUND

Clatsop County is nestled in the northwest corner of Oregon, bounded by the Columbia River and the Pacific Ocean. It is the home of people who love to play in the ocean, fish, hike, garden, ranch, create, and to those who foster this unique, welcoming and resilient community. Founded in 1844 and named for the Clatsop Indians, Clatsop County is rich in history, scenery and opportunity. Home to a little over 41,000 residents, the County's primary industries are forestry, fisheries, and tourism/recreation.

Patrolling roads, inspecting restaurants, issuing building permits, maintaining roadways, vaccinating kids and adults, conducting elections – Clatsop County provides a wide variety of services to our residents, businesses and visitors. Currently, the County employs more than 260 personnel.

There are approximately 65 taxing districts that use County dollars to perform a variety of functions, such as rural fire departments, water, health, transportation, recreation, sewer, schools, roads, and diking districts.

Clatsop County promotes and thrives on collaboration among its elected officials, staff, and residents, as well as local jurisdictions, businesses, and community partners.

Governance

Clatsop County voters approved a home-rule charter, effective January 1989. Today, the County is governed by a five-member elected Board of Commissioners, each elected from one of the five geographic districts, and voters also elect the Sheriff and District Attorney.

The Clatsop County Board of Commissioners establishes policies, [sets the vision](#) of the County, and appoints a County Manager. The County Manager carries out the Board's policies and oversees the day-to-day operations of the organization.

Unique Challenges

Clatsop County takes a proactive approach to addressing the issues identified below and frequently engages the State in developing solutions. A strong presence during each State legislative session and healthy relationships with legislators, public officials, industry organizations, and other local government agencies are necessary to expand the County's level of engagement and influence, as well as further the County's goals for safe communities, healthy people, a resilient economy, and quality service delivery.

General Fund Revenues

The County's general fund is composed of three primary revenue sources; property taxes, timber harvest revenue, and the Transient Lodging Tax. General fund revenues have not kept pace with inflation and have grown more slowly than the County's population and number of employees since at least FY 2017-18. The County's needs and expenses are outpacing its revenue.

In particular, Timber revenues represent nearly 10 percent of annual discretionary revenues. Current estimates project the Department of Forestry's proposed Western Oregon State Forest Habitat Conservation Plan will reduce the County's annual timber revenues by 35 percent (approximately \$3 million).

Tourism

Within a two-hour drive to the Portland metropolitan area, Clatsop County hosts a large visitor population year around. While these visitors are vital in supporting the local economy, the County is limited in its ability to recoup costs that tourism imposes on public infrastructure and services. During peak tourism season, the County, in essence, provides services and infrastructure to a community of approximately 120,000 people with a revenue mix supporting 41,000 residents. This revenue gap creates significant strains on the County's ability to effectively serve residents and visitors.

Housing

The lack of affordable and transitional housing is a critical issue impacting individual and family decisions regarding staying in or moving to Clatsop County. Since 2015, the County has experienced the highest rate of homelessness (per 1,000 residents) in the State. It is almost double the next county's highest rate.

The County, in partnership with the cities of Astoria, Cannon Beach, Gearhart, Seaside, and Warrenton, engaged in a [comprehensive housing study](#) (January 2019). The study found "[...] much of the local stock is owned as second homes, vacation rentals, and related types of income or investment properties." As a result, "a large share of homes are not available for local residents." Comparing Clatsop County's estimated future housing demand to its current housing inventory, the study identified the need for more than 1,500 new housing units by year 2038.

More recently, in response to the pandemic and increased remote work options, some people are choosing to leave more densely populated cities/counties and relocate to more rural areas.

Service Capacity and Access to State Funds

Clatsop County frequently lacks the resources required to pursue or participate in State funding opportunities or pilot programs/initiatives. Funding formulas for award distributions regularly do not account for the unique challenges faced by rural and coastal communities.

Most commonly, the County lacks the pre-existing social service infrastructure or administrative support required to access available State funds.

Wetlands and Floodplain Management

In response to a lawsuit brought against Federal Emergency Management Agency (FEMA), the agency initiated consultation with the National Marine Fisheries Service (NMFS) pursuant to Section 7 of the Endangered Species Act (ESA). NMFS requires FEMA make several changes to how the National Flood Insurance Program (NFIP) is implemented in Oregon to avoid continued jeopardy for the threatened and endangered species and habitat described in a report issued by the National Oceanic and Atmospheric Administration (NOAA) and NMS, known as the Biological Opinion (BiOp). FEMA has released a draft Environmental Impact Statement (EIS) for the implementation of NFIP-ESA integration in Oregon.

The draft plan includes changes to information provided to communities, mapping products, and reporting requirements for NFIP-participating communities as well as a range of potential measures communities will need to select from to collectively meet a “no net loss” standard of three key natural floodplain functions: flood storage, water quality, and riparian vegetation. Under the current FEMA schedule, implementation of the BiOp may begin as early as 2025.

Clatsop County is a place of many wetlands and riparian areas. For example, the City of Warrenton, in particular, consists of approximately 5,519 acres within FEMA’s Special Flood Hazard Area, representing approximately 48.9 percent of all lands within the City.

Together, the County and all cities within the County provided public comment on the draft EIS, explaining, “It is [...] impossible for our jurisdictions to identify, let alone quantify, the economic, social or health impacts of this EIS.” The letter requests to delay implementation of NFIP-ESA integration as described in the BiOp, allowing FEMA, the State, and local jurisdictions to effectively evaluate all potential impacts and develop a model ordinance.

Overarching Legislative Goals

- Support and defend existing local authority.
- Support maintaining and, in certain circumstances, enhancing funding of programs which rely on state revenue sources.
- Support collaborative efforts and the application of best practices and evidence-based programs.
- Support legislation that balances economic interests and growth with a healthy and sustainable environment.
- Oppose unfunded mandates.
- Serve as an active participant with other local governments, the Association of Oregon Counties (AOC), and regional agencies to address legislative/regulatory issues that are important to the County and the region.

Legislative Priorities

Clatsop County’s legislative priorities continue to evolve to proactively address emerging community needs and respond to recent and proposed changes to state and federal policy.

Current priorities include, but are not limited to:

1. **Transient Lodging Tax** – Support amendment to Oregon’s 70/30 Transient Lodging Tax split between “tourism promotion” and “discretionary” use. Increase the discretionary allocation to allow local governments to respond to the local impacts of tourism, including law enforcement, housing, and other infrastructure and service needs as determined by the local governing body.
2. **Habitat Conservation Plan** – Support sustainable funding solutions to address the projected impacts of the Western Oregon State Forest Habitat Conservation Plan on local governments, offsetting the significant financial loss.

3. **FEMA Biological Opinion (BiOp)** – Delay execution of the Oregon Implementation Plan for the integration of the National Flood Insurance Program and Endangered Species Act (NFIP-ESA) as described in the BiOp to allow FEMA, the State, and local jurisdictions to effectively evaluate all potential impacts and develop a model ordinance.
4. **Housing** – Support funding and technical assistance opportunities that aid rural, coastal, and/or recreational communities in addressing their unique housing production needs and expanding local service capacity for individuals and families experiencing homelessness.
5. **Rural Social Services Infrastructure** – Support adequate funding for rural social services infrastructure that is sufficient to site, staff, and support quality local programs and services, such as sober housing, crisis intervention, and secure crisis beds.
6. **Recreational Vehicles (Resident Safety)** – Support the expansion of building code to provide for resident safety in recreational vehicles used for temporary or permanent housing, as well as the safety of residents in the surrounding neighborhood.

SCOPE OF WORK

The selected firm will be responsible for providing legislative representation and lobbying services on behalf of the Clatsop County Board of Commissioners. Services to be provided may include, but are not limited to, the responsibilities, tasks, and activities listed below. Firms may include additional services with the knowledge that Clatsop County may select all or a portion of those proposed and will negotiate a final contract price based on the range chosen.

Primary Objectives

1. Act as Clatsop County's representative to the Oregon Legislative Assembly and the Governor's Office and lobby on behalf of the County.
2. Both proactively and at the direction of the County, advise and assist the County and its Board of Commissioners in developing and executing effective legislative strategies to protect and advance the County's needs and priorities.
3. Educate legislators, legislative staff, State agencies, State advisory boards/committees, and other stakeholders with legislative influence or decision-making authority on the impact of legislation on the County's ability to serve its residents.

Overview of Services

Both proactively and at the direction of the County:

- Develop and execute legislative strategies that affect legislation important to the County by leading, involving, and coordinating County activities.

- Establish, strengthen, and maintain relationships with legislators, legislative staff, State agencies, State advisory boards/committees, and other relevant stakeholders to gain support for the County's legislative priorities.
- Assist the County in preparing position papers, exhibits, testimony, correspondence, proposed bill text, and amendments as necessary.
- Secure sponsors for County proposed legislation.
- Facilitate a process to identify and prioritize bills introduced during legislative sessions which may be of interest to the County and which may require active lobbying on the County's behalf.
- Monitor and track proposed legislation, programs, and proposals of interest to the County. Furnish comprehensive reports regarding the status of such at the following frequency:
 - Weekly – during State legislative sessions
 - Monthly – outside of State legislative sessions
 - As necessary – regarding time sensitive information
- Review periodic revenue forecasts and the proposed biennial State budget and alert the County to opportunities and obstacles. Identify funding opportunities and assess program requirements and guidelines.
- Coordinate and facilitate regular remote meetings with County Manager's Office representative(s) and as necessary to provide timely updates and strategic direction.
- Report on legislative progress at the Board of County Commissioners' meetings on a quarterly basis and as necessary.
- Provide introductions to individual legislators, and arrange meetings, manage logistics, and prepare County officials for interaction with legislators, legislative staff, committees, interim work groups, and other public officials.
- Work directly with legislators and staff, the Governor's Office, public officials and State agencies, special interest and industry groups, local governments, AOC, and other professional organizations to develop support for or opposition to proposed legislation, funding, policy, and regulatory decisions that may affect the County.
- Attend meetings (e.g. briefings, informational meetings, public hearings, work sessions, etc.) as necessary and appropriate to influence outcomes of legislation.

MINIMUM QUALIFICATIONS

Firms must:

1. Be registered with the Oregon Government Ethics Commission to conduct lobbying with State legislators and public officials and be in good standing concerning standards of conduct and the filing of periodic expenditure and other required reports.
2. Be able to certify that, in performing the specified work, that they will not discriminate against any person on the basis of race, color, religion, political affiliation, sex, gender identify, sexual orientation, age, pregnancy, marital or family status, physical or mental disability, national origin, Limited English Proficiency (LEP), military status, genetic information, or ancestry unless the reasonable demands of employment are such that they cannot be met by such a person.
3. Maintain an accounting and financial management system which complies with generally accepted accounting principles and which is adequate to meet federal and state government requirements. The system must provide adequate documentation, monitoring, access and reporting concerning the organization's financial position.

COMPENSATION

Based on the information provided in the proposal, the County may select all or a portion of the services itemized and will negotiate a total contract price with the successful firm accordingly. The services will be evaluated annually during the term of the contract to assess effectiveness. Continuation of the contract will be dependent on evaluation results.

CONTRACT DURATION

The contract term for legislative and lobbying services resulting from this RFP is intended to begin November 1, 2023 and will extend through August of 2025. At the conclusion of this period, Clatsop County may opt to extend the contract under the same or new terms. The County may also decide to initiate a new RFP process at the close of any contract period or upon termination.

PROPOSAL REQUIREMENTS

Format

Proposals shall be submitted in PDF format and may not exceed 20 pages of single-spaced text (excluding the appendix). The contents of each proposal must be organized as follows:

1. Table of Contents
2. Cover Letter
3. Qualifications and Experience

4. Project Understanding and Approach
5. Project Team
6. Budget
7. Appendix: Supporting Documents

Contents

Cover Letter

1. Confirm understanding and agreement of the terms and conditions of this RFP.
2. Provide a statement of intent to perform the services as outlined.
3. Provide a brief summary of qualifications and experience.
4. State, if any, exceptions taken to the scope of work.
5. Outline any contractual terms and conditions the firm requires that are not already addressed in this RFP.
6. A single person for possible contact during the RFP review process.

Qualifications and Experience

1. Describe the nature and scope of the firm's experience in providing legislative and lobbying services for local government agencies.
2. Describe the firm's understanding of current trends and issues for Oregon's rural, coastal, and/or recreational counties.
3. Describe the firm's knowledge and experience in analyzing and reviewing proposed legislation, participating in administrative rule development and interim work groups, analyzing the proposed State budget, educating clients about the impact of legislation, advising clients on potential courses of action, and preparing legislative strategies and plans in advance of the legislative session;
4. Outline a process for establishing and maintaining strong working relationships with State legislators and staff representing all political affiliations, public officials and State agencies, special interest and industry groups, local governments, and other organizations involved in the legislative process; and
5. Describe legislative information and bill-tracking software used by the firm to identify and monitor introduced legislation of interest to the County and to generate weekly status reports.

Project Understanding and Approach

1. Describe from a project management and logistical perspective how the firm would carry out the scope of work specified in this RFP.
2. Explain the firm's philosophy and strategy used to achieve the best possible outcomes for clients as a result of the legislative session.
3. Document examples of success in providing lobbying services to clients in the following areas:
 - a. achieving passage of legislation

- b. defeating legislation
 - c. amending legislation
4. Provide assurance that the firm is capable of providing the described services to Clatsop County in addition to other responsibilities or commitments of the firm.
5. Describe the firm's overall knowledge and understanding of issues that are likely to be of specific concern to Clatsop County.
6. Describe the firm's process for identifying, avoiding, and resolving and/or managing conflicts or potential conflicts that may arise from representing various clients who hold opposing views on legislative issues.
7. Outline internal procedures and/or policies related to work quality and cost control.

Project Team

1. Describe the firm's management and organizational structure.
2. Explain the extent of involvement with the contracted services by the firm's owner or chief executive officer.
3. Provide names and locations of key staff members and provide brief biographical data describing their background, qualifications, and experience. Identify those who would be assigned to work with Clatsop County.
4. Describe how the assigned staff members will interact with Clatsop County Commissioners and staff.
5. Estimate the number of hours key project staff members will dedicate to the contractual obligations.
6. Describe team experience with similar or related contractual services.

Budget

Provide a detailed budget for the full contractual period itemized in accordance with each of the responsibilities, tasks, and activities outlined in the scope of work as well as any additional elements proposed. The budget should be organized in such a way that each item is priced individually, allowing Clatsop County to select all or a portion of the services and negotiate a total contract price accordingly.

Appendix: Supporting Documentation

Please attach the following supporting documents:

1. Proof of registration with the Oregon Government Ethics Commission to conduct lobbying with State legislators and public officials.
2. A list of clients from the 2021, 2022, and 2023 legislative sessions.
3. Expenditure reports submitted to the Oregon Government Ethics Commission between July 1, 2021 and June 30, 2022.
4. An organizational chart.
5. Resumes of key project staff.
6. A sample legislative tracking report.

7. Three references, including a contact name, phone number, and email address, of agencies for which similar services have been performed.

Confidential Information

All proposals submitted in response to this RFP shall become the property of the County and may be utilized in any manner and for any purpose by the County. Be advised that proposals and all documents submitted in response to this RFP are subject to public disclosure as required by applicable state and/or federal laws. If you intend to submit any information with your proposal which you believe is confidential, proprietary, or otherwise protected from public disclosure (trade secret, etc.), it must be provided as a separate document and clearly identify all such material. The cover page of the separate document must be **red**, and the header or footer for each page must provide as follows: "Not Subject to Public Disclosure". Where authorized by law, and at its sole discretion, the County will endeavor to resist disclosure of properly identified portions of the proposals.

ATTACHMENTS

1. Annual Update (FY 23-24 Priorities) to Clatsop County's Strategic Plan
2. Sample Personal/Professional Services Agreement



STRATEGIC PLAN 2021

CLATSOP COUNTY

ANNUAL UPDATE
FY 23-24 PRIORITIES
ADOPTED MAY 2023

STRATEGIC PLAN 2021

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CLATSOP COUNTY BOARD OF COMMISSIONERS



Mark Kujala
District 1
Chair



Courtney Bangs
District 4
Vice Chair



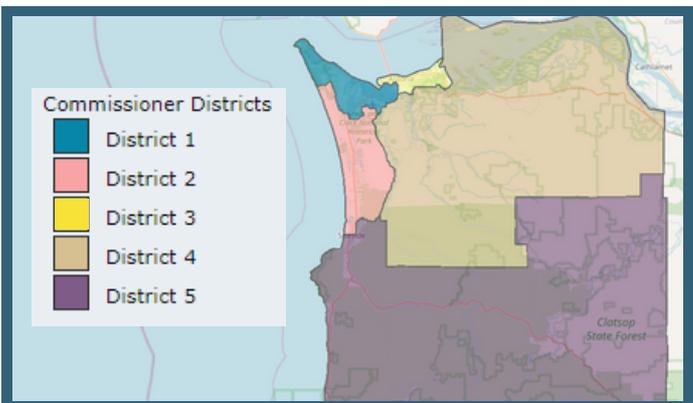
John Toyooka
District 2



Pamela Wev
District 3



Lianne Thompson
District 5



Mission

Clatsop County will:

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

Vision

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

Guiding Values

Engagement and Collaboration

Leadership in County-wide coordination of services and problem solving by bringing together, engaging, listening to, and cooperating with community members and stakeholders of diverse backgrounds, experiences, thoughts, and perspectives.

Effectiveness and Efficiency

Decision-making and operations that effectively and efficiently achieve outcomes consistent with the vision.

Equity

Equitable treatment, access, opportunity, and advancement for all.

Transparency and Accountability

Public policy decisions are made in open meetings. The County is accountable for its decisions and their implementation.



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Appendix
• Tier 3

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COUNTY MANAGER'S MESSAGE

Don Bohn

Sometimes it seems like the only constant we've experienced over these past few years in our County, state and nation has been change.

Managing change is hard, yet when we take the time to thoughtfully plan and set priorities, change can be transformative.

The Clatsop County Board of Commissioners adopted a strategic plan in January 2021, setting a direction for our future that holds County government employees accountable for turning the Board's vision and values into reality.

Each year since, your Clatsop County Board of Commissioners has gathered to reassess their plan, address new challenges, and determine how we as a County and community can become more resilient and navigate forward in a sustainable manner.

The Fiscal Year 23-24 priorities once again reflect our County's commitment to transparency and fiscal stewardship. They are realistic, detail our priorities and fiscal challenges, and set important benchmarks with results we will strive to attain.

We are at a pivotal point as a County and community, and this plan can help guide us through any rough waters ahead. But before we take a look at future plans, we want to highlight and celebrate key strategic plan accomplishments. They remind us that when we face challenges together and take thoughtful action, we make our County stronger.

A blue ink handwritten signature, appearing to read "Don Bohn", written in a cursive style.

OUR PROGRESS

HOUSING

The lack of affordable and transitional housing is a critical issue impacting individual and family decisions regarding staying in or moving to Clatsop County.

- Through the state grant Project Turnkey 2.0, Clatsop County purchased the Columbia Inn in Astoria, began renovations to transform it into an emergency shelter that can house up to 75 individuals, and is entering into agreements with local nonprofit organizations to run the shelter.
- Clatsop County created a land transfer process where local municipalities and nonprofit organizations can request Clatsop County land that the county received through tax foreclosures. The City of Seaside has received land parcels and is looking at turning the space into affordable housing.
- An online dashboard was created for the public and municipalities. It maps all known affordable housing units within Clatsop County and shows new housing development – market-rate, workforce, and affordable— in real-time.
- The Clatsop Regional Housing Taskforce is a partnership between representatives from each city and the County (elected officials and staff), as well as local school districts and hospitals. Together we are identifying and supporting regional solutions to address residents' housing needs.
- Pre-development grants are made available for affordable housing initiatives.

CHILDCARE

Child care advisory group and grant program.



COMMUNICATIONS PLAN

The County has implemented our Communications plan and now provides more timely and relevant information to residents, businesses and guests. The County communicates daily through social media channels and provides in-depth information through our online Weekly Bulletin.

The Communications team developed strong working relationships with the Emergency Management Department, ensuring the public was kept well-informed during five wildfires, two summer air quality advisories and three winter storm advisories.

CONSOLIDATED 9-1-1 DISPATCH STUDY

This is an ongoing collaboration with city partners to develop a feasible plan to integrate /consolidate 911 emergency communications. The benefits to our community would include faster response times and an easing of staffing shortages at 911 call centers.

OUR PROGRESS

COMPLETED STUDY OF ANAEROBIC DIGESTER

Waste from high strength organic waste feedstocks produced by breweries/distilleries, seafood processors and septage haulers need special attention. That is why Clatsop County, local cities, and industries came together to develop a strategy to safely remove these wastes.

The next step is identifying a project champion who will take the lead on moving this project further.

FAIRGROUNDS MEMORANDUM OF UNDERSTANDING

Clatsop County worked closely with the Clatsop County Fair Board to update our agreement. The County now supervises county fair employees while the Fair Board retains their governance responsibilities and the hiring of the fairgrounds manager.



UPDATED BUDGETING PROCESS

County management continues to work with the Board of Commissioners and the Citizen Budget Committee members to improve the budget process and document. The budget document guides budget and staff priorities and serves as a statement of the strategic initiatives of the County.

PURCHASE/SALE OF NORTH COAST BUSINESS PARK

Clatsop County Board of Commissioners approved the sale of the North Coast Business Park in Warrenton. The property is near the U.S. Highway 101, just north of S.E. Ensign Lane.

The park is one of the last major industrial parcels of land in Clatsop County that is potentially developable and has access to the major highways and the airport. The County bought the acreage in 1991.

Possible uses include warehousing, manufacturing, flex space, automotive services, self-storage that includes space to store RVs and boats and a place to sell wholesale forest products.



SOLID WASTE FRANCHISE ORDINANCE

A Solid Waste Franchise allows local governments to better regulate the waste collection industry. This includes amounts charged for collection and services that are offered — such as recycling. The County also will receive a franchise fee from the Waste Collectors participating in the Franchise agreement.

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STRATEGIC PLAN FOCUS AREAS

The Clatsop County Board of Commissioners' objectives are organized in five focus areas:

Governance – How we will effectively, efficiently, and transparently choose and deliver key valued services that are consistent with our vision, mission and guiding values.



Infrastructure – How we will build or maintain public spaces and utilities, such as roads, water and wastewater treatment plants and pipes.



Economic Development – How we will help create and sustain a strong, diverse, and resilient economy now and for generations to come.



Environmental Quality – How we will protect, conserve, and promote the sustainability of natural resources in our intertwined ecosystem that provide life and sustenance to the County.y partners.



Social Services – How we will promote community well-being and provide services that improve the quality of life for individuals and families in collaboration with our state, regional, and communit



The following pages detail the adopted Strategic Plan priorities for FY 2023-24 and how the Board of County Commissioners and County employees will address them.

- Tier 1 - High Importance
- Tier 2 - Medium Importance
- Tier 3 - Low Importance (appendix)

FY 2023-24 PRIORITIES

TIER 1

FOCUS AREAS

-  Governance
-  Infrastructure
-  Economic Development
-  Environmental Quality
-  Social Services

Sustainable County Operations

- **Action:** Create a plan for sustainable County operations that addresses:
 - How and what the County procures,
 - Feasible energy efficiency goals for County facilities and equipment, and
 - Fiscal sustainability.
- **Result:** Adopt plan
- **ESTIMATED COMPLETION:** JUNE 2024

Consolidated Emergency Communications

- **Action:** Continue collaboration with city partners to develop a feasible plan for integrated/consolidated emergency communications (9-1-1).
- **Result:** Governance model for County-wide integration of emergency communications (9-1-1)
- **ESTIMATED COMPLETION:** JUNE 2024

Transportation Safety Improvements

- **Action:** In collaboration with the State, develop a County/State plan with initiatives for safety improvements along County and State roads and HWYs.
- **Result:** County/State plan and identified initiatives
- **ESTIMATED COMPLETION:** JUNE 2024

Economic Development Strategies Plan

- **Action:** Implement feasible recommendations from the County's local development code that addressed barriers to housing development. Engage local jurisdictions and partners in discussions about possibly creating a County-wide economic development plan or strategy for each sector.
- **Result:**
 - Adopt changes to County development code
 - Develop a regional consensus regarding the pursuit of a County-wide economic development plan or strategy for each sector.
- **ESTIMATED COMPLETION:** JUNE 2024

FY 2023-24 PRIORITIES

TIER 1

FOCUS AREAS

-  Governance
-  Infrastructure
-  Economic Development
-  Environmental Quality
-  Social Services

FEMA BiOp

The Biological Opinion (BiOp) is a report issued by NOAA and the National Marine Fisheries Services that identifies the potential impacts to endangered species and habitats caused by FEMA's National Flood Insurance Program.

- **Action:** Continue advocating for County's concerns and interests regarding the FEMA BiOp by
 - Engaging with the State legislature,
 - Participating in the NEPA process, and
 - Participating in any form of the regulation process for floodplain management.
- **Result:** Plan for implementing required changes
- **ESTIMATED COMPLETION:**

Child Care

- **Action:** Continue supporting the expansion of local child care services through the County's Retention and Expansion Child Care Grant Program.
- **Result:** Distribute FY 23-24 award to grant recipients
- **ESTIMATED COMPLETION:** JUNE 2024

FY 2023-24 PRIORITIES TIER 2

FOCUS AREAS

-  Governance
-  Infrastructure
-  Economic Development
-  Environmental Quality
-  Social Services

Community and Stakeholder Engagement

ACTION: Develop a community engagement plan for the County.

RESULT: Adopt plan

ESTIMATED COMPLETION: JUNE 2024

Equitable Access to County Services

ACTION: Create a plan to ensure equitable access to County services.

RESULT: Adopt plan

ESTIMATED COMPLETION: DECEMBER 2025

Rural Broadband Expansion

ACTION: Support private sector initiatives to enhance internet/broadband infrastructure in underserved and rural areas of the County.

RESULT: Plan for next steps

ESTIMATED COMPLETION: JUNE 2024

Tide Gates, Levees, and Dikes

ACTION: In collaboration with local districts, evaluate the current condition of existing tide gates, levees, and dikes and develop a work plan for addressing the identified needs.

RESULT: Work plan

ESTIMATED COMPLETION: DECEMBER 2024

Increase Workforce Housing Inventory

ACTION: Continue participating in the Clatsop Regional Housing Taskforce and develop a plan or identify a strategy to support workforce housing development within the County.

RESULT: County plan or strategy

ESTIMATED COMPLETION: JUNE 2024

FY 2023-24 PRIORITIES

TIER 2

FOCUS AREAS

-  Governance
-  Infrastructure
-  Economic Development
-  Environmental Quality
-  Social Services

Homelessness Initiatives/Actions

ACTION: Develop a long-term plan to support sustainable operations at the new Columbia Inn emergency shelter.

RESULT:

- Plan for sustainable operations at the Columbia Inn.

ESTIMATED COMPLETION: JUNE 2025

Intentionally Blank



APPENDIX:

- FY 2023-24
TIER 3 PRIORITIES

FY 2023-24 PRIORITIES

TIER 3

FOCUS AREAS

-  Governance
-  Infrastructure
-  Economic Development
-  Environmental Quality
-  Social Services

Carrying Capacity Analysis

- **ACTION:** Conduct an analysis of the carrying capacity of water infrastructure (such as water availability and wastewater management) in the Lewis and Clark area.
- **RESULT:** Recommendations created from carrying capacity analysis
- **ESTIMATED COMPLETION:** JUNE 2026

Evacuation Routes

- **ACTION:** Begin implementation of the County's Tsunami Evacuation Facilities Improvement Plan (TEFIP) by designating land for assembly areas.
- **RESULT:** County land designated for assembly areas (designated places for evacuees and survival equipment in the event of a tsunami)
- **ESTIMATED COMPLETION:** JUNE 2026

Impacts of Sea Level Rise on Public Infrastructure

- **ACTION:** Work in partnership with the City of Cannon Beach, Fort Stevens State Park, the Department of Land Conservation and Development, and a NOAA Coastal Management Fellow to develop a plan for sea level adaptation.
- **RESULT:** Plan for unincorporated Clatsop County
- **ESTIMATED COMPLETION:** MAY 2024

Water Quality & Quantity Monitoring

- **ACTION:** Continue engaging with local watershed councils and identify how to support their work.
- **RESULT:** Plan for support
- **ESTIMATED COMPLETION:** DECEMBER 2024

FY 2023-24 PRIORITIES

TIER 3

FOCUS AREAS

-  Governance
-  Infrastructure
-  Economic Development
-  Environmental Quality
-  Social Services

Management of Septage

- **ACTION:** Collaborate with cities and haulers to identify a pathway for local acceptance of septage. Work with the regional Community Action Team to disburse septage assistance grants.
- **RESULT**
 - Develop a strategy for local acceptance of septage
 - Identify grant recipients
- **ESTIMATED COMPLETION:** JUNE 2025

Behavioral Health Crisis Stabilization Plan

- **ACTION:** Facilitate/coordinate round table discussions with community providers about next steps for expanding the County's behavioral health crisis stabilization capacity.
- **RESULT:** Strategy for next steps
- **ESTIMATED COMPLETION:** JUNE 2025



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

Contract No. [REDACTED]

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between **Clatsop County** (“County”) and [REDACTED] (“Contractor”). Whereas County has need of legislative representation and lobbying services which Contractor has agreed to provide; and Whereas, Contractor represents that it can perform such duties in a professional and timely manner; NOW THEREFORE, in consideration of the sum **not to exceed** [REDACTED] to be paid to Contractor by County upon receipt of invoices for services rendered as described herein, Contractor agrees to perform between **November 1, 2023 through August 31, 2025**, inclusive, the following specific personal and/or professional services:

See the Scope of Work attached as Exhibit A to this Contract.

1. **INVOICE AND PAYMENT TERMS.**

- a. Invoicing: Each month Contractor shall submit an invoice for services in the flat fee amount of [REDACTED].
- b. Payment: Subject to the availability of funds and Section 15 (Funding), County shall make monthly payments to Contractor for rendering the services listed in this Contract. Contractor will not expend funds on the delivery of a service in excess of the amount reasonable and necessary to provide quality service. Funds may only be used for the delivery of required services, but County agrees to reimburse Contractor for reasonable expenses including postage, photocopies, conference calls, and other customary expenses.

2. **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.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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) N/A (Contractor's Initials) _____

10. **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.

11. **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 race, color,

religion, national origin, Limited English Proficiency (LEP), age, sex, gender identity, sexual orientation, pregnancy, marital and family status, political affiliation, disability, military status, or genetic information, as well as other classifications protected by applicable federal, state, or local laws. 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.

12. **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.
13. **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.
14. **SURVIVAL.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
15. **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. Contractor represents that it shall use funds provided by this Agreement solely for the purposes identified in Exhibit A. Any funds not used for such purposes shall be returned to County.
16. **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.
17. **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.
18. **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.
19. **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