



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

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Wednesday, October 25, 2023

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**BOARD OF COMMISSIONERS:**

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

[commissioners@clatsopcounty.gov](mailto:commissioners@clatsopcounty.gov)

**CONTACT:**

800 Exchange, Suite 410  
Astoria, OR 97103  
Phone (503) 325-1000  
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[www.clatsopcounty.gov](http://www.clatsopcounty.gov)

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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: 829 0055 9293**

**Passcode: 795364**

**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@clatsopcounty.gov](mailto:commissioners@clatsopcounty.gov) 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.

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**WORK SESSION: 5:00 PM**

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

Discuss Formal Agenda {5 min}

**TOPICS:**

- [1.](#) Discussion of SB 1013 – Allowing Persons to Live in RVs {15 min} {Page 3}
  - [2.](#) Comprehensive Plan Update: Goal 5 Revisions {30 min} {Page 28}
- 

**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**

**PROCLAMATIONS**

- [3.](#) Tsunami Awareness Day {Page 93}
- [4.](#) Veterans Day Proclamation {Page 95}

**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**

- [5.](#) 2023-2025 Community Corrections Biennial Plan {Page 98}
- [6.](#) Extension Advisory Council Appointment of Applicant {Page 153}
- [7.](#) Award of Contract to Update Comprehensive Plan Goals 16 and 17 {Page 161}
- [8.](#) Award of Contract to Update Comprehensive Plan Goal 18 {Page 224}
- [9.](#) Board of Commissioners Meeting Minutes 9-27-23 {Page 290}
- [10.](#) Board of Commissioner Meeting Minutes 10-11-23 {Page 294}
- [11.](#) Intergovernmental Grant Agreement – Balance of State {Page 297}

**COMMISSIONER'S LIAISON REPORTS**

**COUNTY MANAGER'S REPORT**

**PUBLIC HEARING**

- [12.](#) Ordinance 23-13: Storage Structures for Emergency Supplies {Page 339}

**GOOD OF THE ORDER**

**ADJOURNMENT**

**EXECUTIVE SESSION**

**TOPIC:**

To conduct deliberations with persons designated by the governing body to negotiate real property transactions per ORS 192.660(2)(e)

**BUSINESS AGENDA**

*\*Action on Executive Session item (if necessary)*

Agenda packets also available online at [www.clatsopcounty.gov](http://www.clatsopcounty.gov)

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

# Board of Commissioners Clatsop County

## WORK SESSION AGENDA ITEM SUMMARY

October 25, 2023

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**Topic:** Discussion of SB 1013 – Allowing Persons to Live in RVs  
**Presented By:** Gail Henrikson, Community Development Director

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**Informational  
Summary:**

SB 1013 (**Exhibit B**), adopted in 2023, authorizes counties to allow property owners in rural residential zones to site one recreational vehicle (RV) subject to a residential rental agreement, provided:

- The property is not within an urban reserve
- The property has an existing single-family dwelling occupied only as the owner's primary residence
- No other dwelling units are sited on the property
- The property owner does not allow the use of the RV for vacation or short-term rental use
- The RV is owned or leased by the tenant
- The property owner provides essential services to the RV

If a local jurisdiction decides to allow RV occupancy under SB 1013, the county may also require:

- property owners to register the RV with the county
- property owners to enter into a written residential rental agreement with the RV tenant
- limitations on the the amount of rent the property owner may charge the tenant
- local inspection and siting standards.

SB 1013 was signed by the Governor on July 13, 2023, and will become effective on January 1, 2024.

During the 2023 legislative session, Clatsop County submitted comments on SB 1013 to AOC regarding potential concerns, questions and safety issues that might arise from passage of this bill (**Exhibit C**). Now that the legislation has been passed and will go into effect in 2024, staff is requesting direction from your Board on the following:

1. Should Clatsop County allow persons to live in RVs?
2. If so, should there be licensing program and fee so the County can track and differentiate permitted rentals from unpermitted rentals?
3. Should the County require a rental agreement between the property owner and the RV tenant?

4. Should the County cap rental fees that property owners could charge RV tenants?
5. Should the County require documentation from the property owner that essential services are being provided to the RV tenant?
6. Should the County establish siting and/or life safety standards to address the health, safety and security of those residents residing in RVs?

#### **Attachment List**

- A. PowerPoint Presentation
- B. SB 1013
- C. Staff Comments to AOC

# EXHIBIT A

## *PowerPoint Presentation*



# SB 1013 IMPLEMENTATION

Community Development

October 25, 2023

Agenda Item #1.



# OVERVIEW

**Signed by Governor July 13, 2023**

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**Effective January 1, 2024**

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**Authorizes counties to allow property owners to site one RV on rural residential property (with some caveats)**

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**Not mandatory**

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**If counties choose to allow, additional requirements can also be imposed**



# CAVEATS

**Property has an existing single-family home occupied by the owner**

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**There are no other dwelling units on the property**

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**RV cannot be used as a vacation rental or STR**

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**RV is leased or owned by the tenant**

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**Property owner provides essential services to the RV**





# OPTIONAL ADDITIONAL REQUIREMENTS

**Require property owners to register the  
RV with the County**

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**Require written rent agreement with the  
RV tenant**

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**Limit amount the property owner charges  
the RV tenant**

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**Establish local inspection and siting  
standards**



# Issues for Consideration

Community Development  
October 25, 2023



# ISSUES FOR CONSIDERATION

**Staff previously submitted comments, concerns and questions to AOC when SB 1013 was first under consideration**

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**As originally submitted, SB 1013 would have been mandatory for counties**

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**Although the adopted version of SB 1013 is not mandatory, staff still has concerns and questions about how this would be implemented if your Board decides to move forward**



# Sunset Lake RV Park has experienced 3 fires in 5 years; 2 people have died in these fires\*

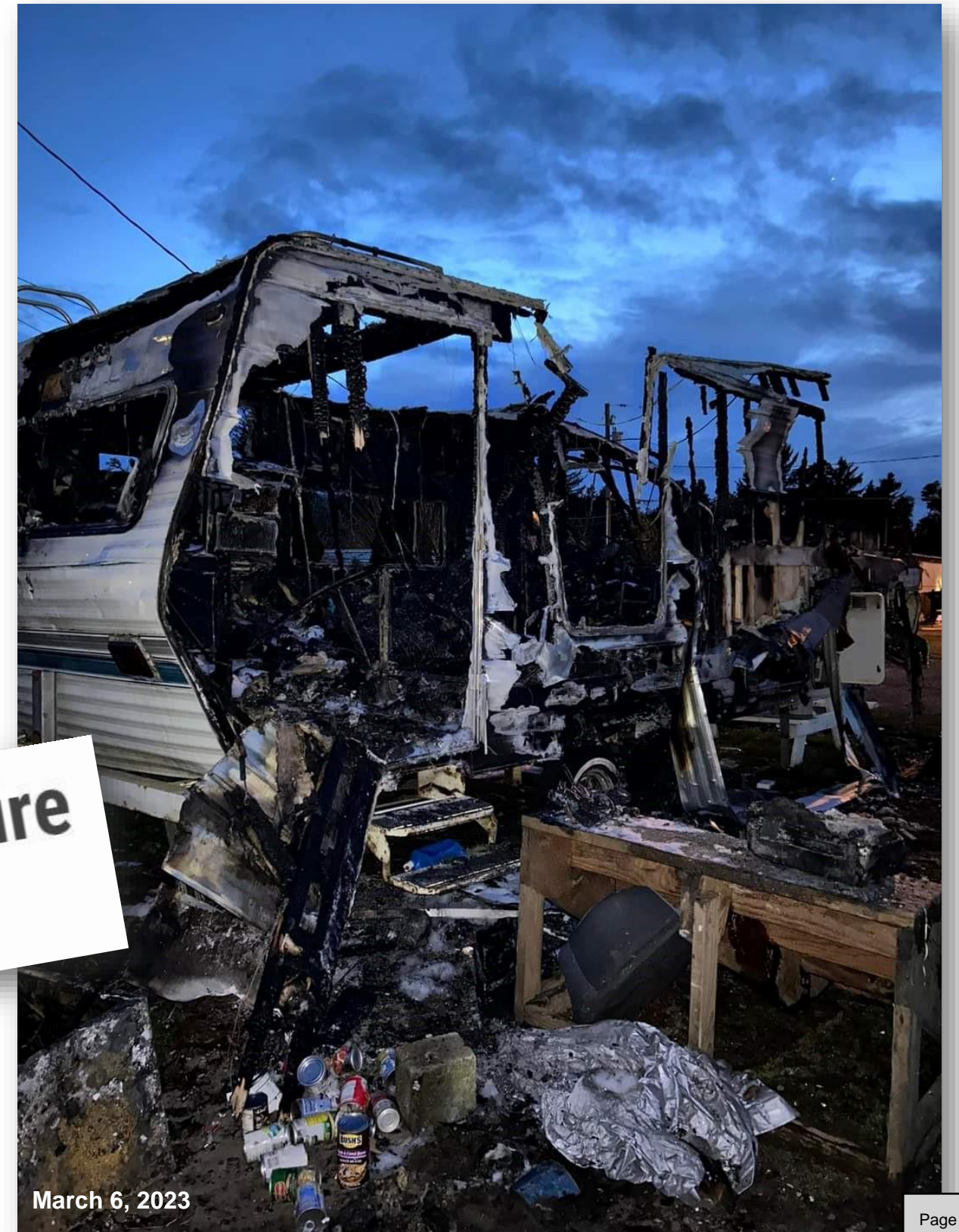
## LIFE SAFETY ISSUES

- October 2018\*
- March 2020\*
- March 2023



March 8, 2020  
Photo: *The Daily Astorian*

**Man dies in Sunset Lake RV Park fire**  
The Daily Astorian Oct 18, 2018 Updated Dec 4, 2018



March 6, 2023

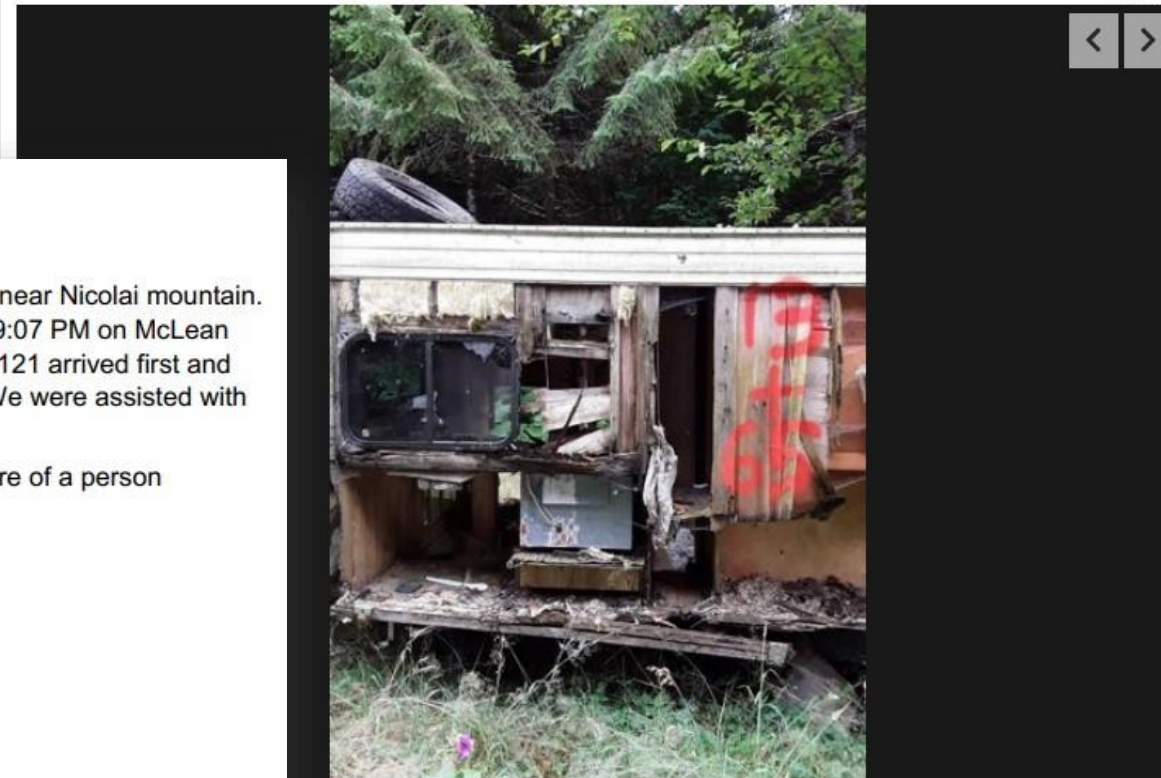


# RV fires and abandoned RVs have increased wildfire risks and increased costs to clean up public lands

## LIFE SAFETY ISSUES

### Increased illegal vehicle dumping in Clatsop State Forest causes rising costs

Nov 9, 2020



Westport Fire and Rescue- Oregon  
13 Ogos 2022 jam 4:49 PTG

We had a busy evening last night. Early in the evening, we assisted Mist-Birkenfeld RFPD on a 5-acre fire near Nicolai mountain. (Please see their page for more info). While this was still in progress, we were dispatched to an RV fire at 9:07 PM on McLean Hill Rd near Trillium Drive. The fire was threatening nearby trees in the Clatsop State Forest. Our Engine 2121 arrived first and immediately deployed hoselines to keep the fire from spreading, then went to work extinguishing the fire. We were assisted with automatic aid with two engines from Clatskanie Rural Fire Protection District.

The cause of the fire is undetermined due to extensive damage. The Clatsop County Sheriffs Office is aware of a person associated with the RV. We are not aware of any plans to begin removal at this time.

Video of incident: <https://youtu.be/UimCNAnXlpg>



Westport Fire and Rescue- Oregon  
May 27

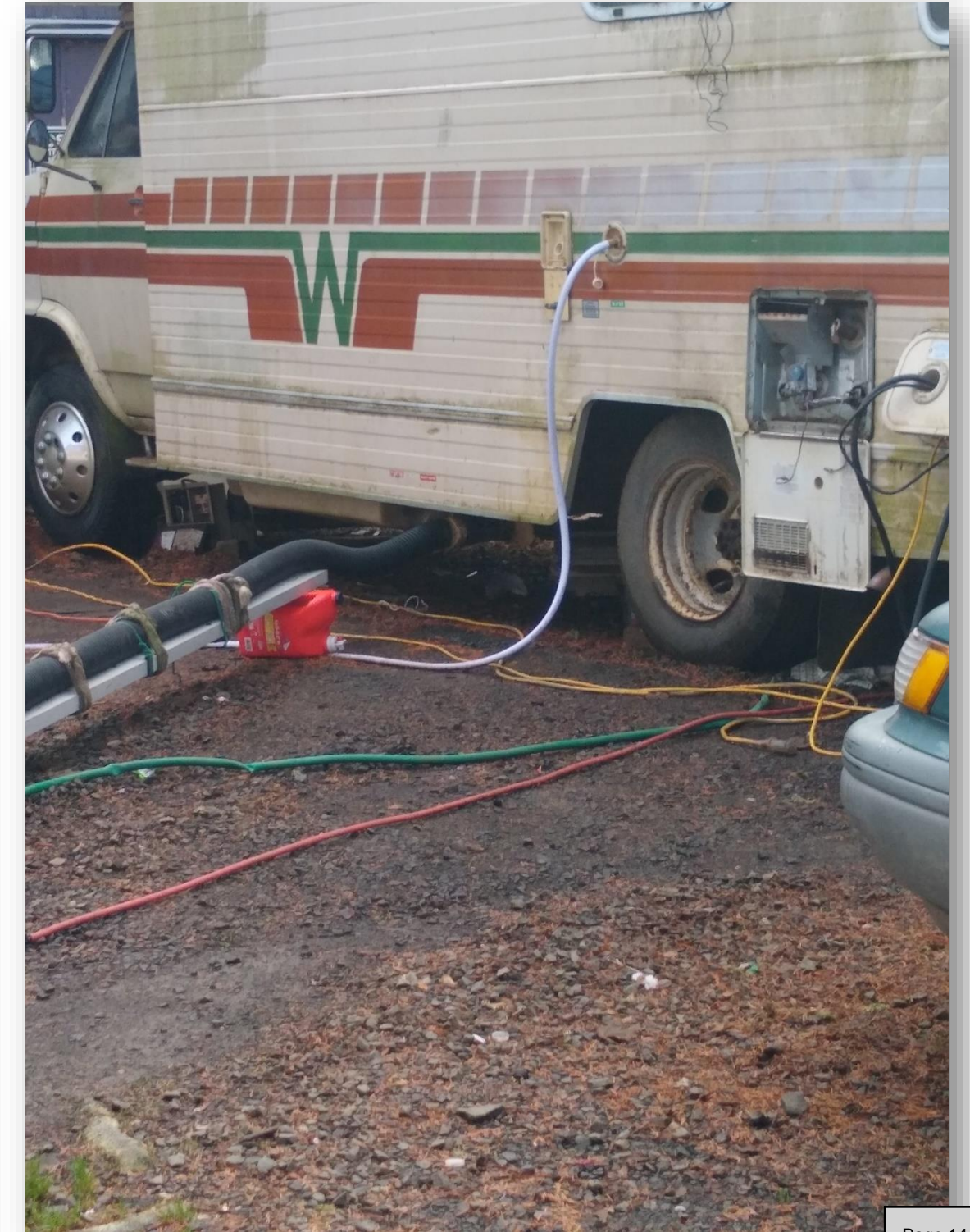
Westport Fire is currently engaged on a fire involving two RV's which spread into the forested area off Taylorville Road. Fire is under control and is in mop-up status. Our thanks to Clatskanie Rural Fire Protection District, Knappa Fire District and the Oregon Department of Forestry for their assistance.





# Connections to “essential utilities” may not always be done in a safe or correct manner

## LIFE SAFETY ISSUES

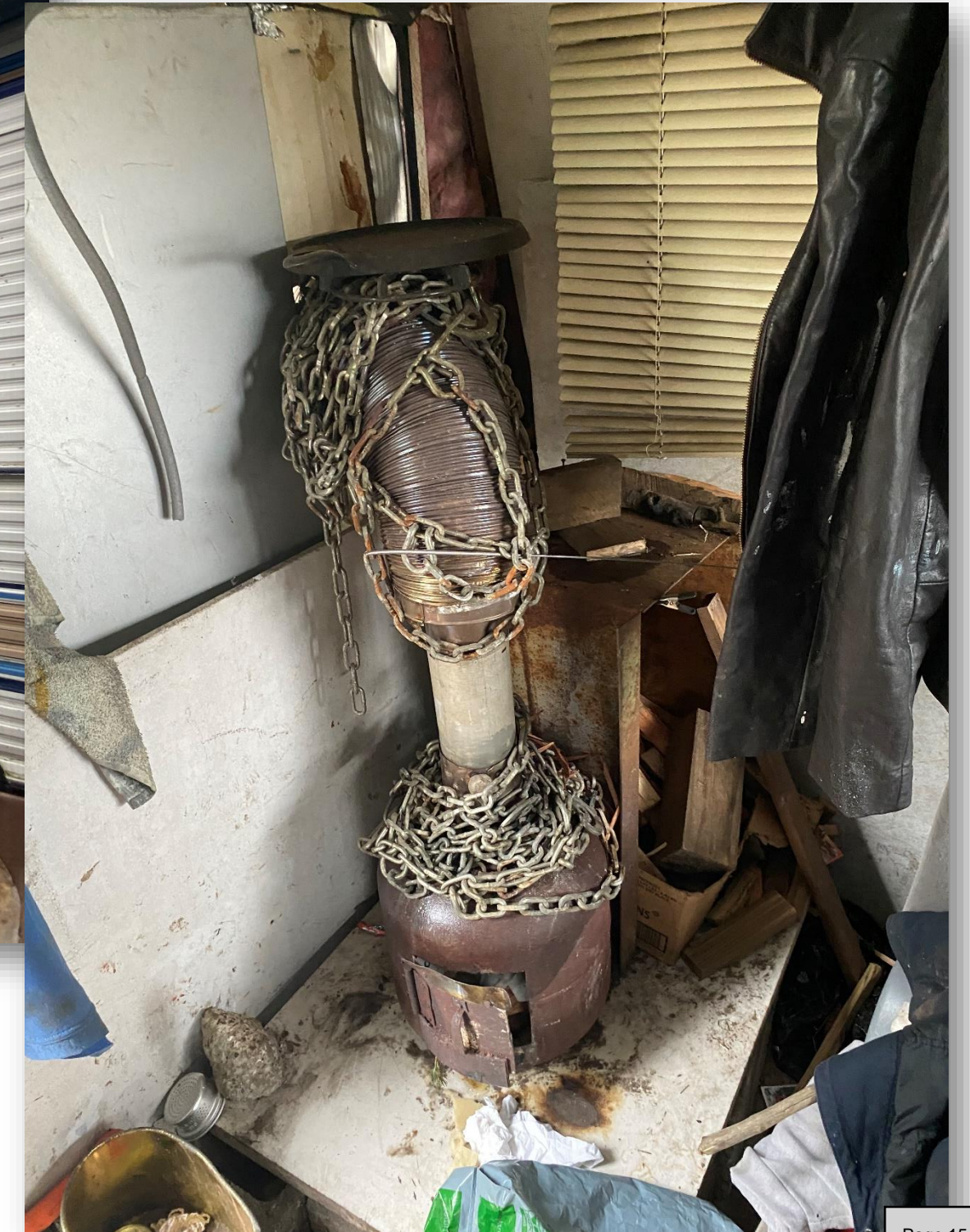


Community Development  
October 25, 2023



# Some RV occupants utilize wood-burning stoves or fireplaces inside their units for heat

## LIFE SAFETY ISSUES



Homemade fireplace (right) has been installed in this RV (center). Close-up of chimney for fireplace shown (left)



# Quality of life issues, for both tenants and neighbors, should be considered

## QUALITY OF LIFE







## Staff also has questions and concerns regarding the following issues:

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# ADDITIONAL QUESTIONS AND AREAS OF CONCERN

- RVs are not regulated by Oregon's building codes
- There is no separation requirement in SB 1013 between a home and the RV to prevent spread of fire
- There are no standards to ensure that RVs meet minimum health/life safety requirements, such as egress from sleeping areas, watertight roofs, etc.
- It is unclear who will bear the costs to remove dilapidated or unsafe RVs
- Because "essential utilities" is not defined in SB 1013, it is unclear what those utilities are. EX: are trash receptacles required?
- Are the number of occupants limited?
- Can the tenant add on structures such as decks, porches to the RV?
- Do RVs have to have a separate address from the home? On a large rural parcel, an RV may not be visible from the road, delaying emergency response



# BOARD DIRECTION

## **Staff is requesting direction from your Board**

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- 1. Should Clatsop County allow persons to live in RVs?**
2. If so, should there be a licensing program and/or fee so the County can track and differentiate permitted rentals from unpermitted rentals?
3. Should the County require a rental agreement between the property owner and the RV tenant?
4. Should the County cap rental fees that property owners could charge RV tenants?
5. Should the County require documentation from the property owner that essential services are being provided to the RV tenant?
6. Should the County establish siting and/or life safety standards to address the health, safety and security of those residents residing in RVs?



# NEXT STEPS

If your Board directs staff to move forward with implementation of SB 1013, the following next steps would apply:

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- 1. October 2023:** Prepare draft standards and/or process and/or fees, as directed by your Board
- 2. November/December 2023:** Schedule Board work session to review draft amendments and provide additional direction to staff
- 3. January 2024:** Prepare ordinance and schedule for two public hearings before your Board



# DISCUSSION

Community Development

April 25, 2023

Agenda Item #1.



# EXHIBIT B

*SB 1013*

# Enrolled Senate Bill 1013

Sponsored by Senators HAYDEN, LINTHICUM, SMITH DB; Representatives BOICE, DIEHL, GAMBA, HELFRICH, LEVY B, MORGAN (at the request of Clackamas County Chair Tootie Smith)

CHAPTER .....

AN ACT

Relating to residential tenancies in recreational vehicles; creating new provisions; and amending ORS 197.493.

**Be It Enacted by the People of the State of Oregon:**

**SECTION 1. Section 2 of this 2023 Act is added to and made a part of ORS chapter 215.**

**SECTION 2. (1) As used in this section:**

(a) "Recreational vehicle" means a recreational vehicle that has not been rendered structurally immobile and is titled with the Department of Transportation.

(b) "Rural area" means an area zoned for rural residential use as defined in ORS 215.501 or land that is within the urban growth boundary of a metropolitan service district, but not within the jurisdiction of any city, and zoned for residential use.

(2) A county may allow an owner of a lot or parcel in a rural area to site on the property one recreational vehicle that is used for residential purposes and is subject to a residential rental agreement, provided:

(a) The property is not within an area designated as an urban reserve as defined in ORS 195.137;

(b) A single-family dwelling that is occupied as the primary residence of the property owner is sited on the property;

(c) There are no other dwelling units on the property and no portion of the single-family dwelling is rented as a residential tenancy;

(d) The property owner will not allow the use of the recreational vehicle space or recreational vehicle for vacation occupancy, as defined in ORS 90.100, or other short-term uses;

(e) The recreational vehicle is owned or leased by the tenant; and

(f) The property owner will provide essential services to the recreational vehicle space, as described in ORS 90.100 (13)(b).

(3) A county may require that an owner of a lot or parcel who sites a recreational vehicle under this section:

(a) Register the use with the county.

(b) Enter into a written residential rental agreement with the tenant of the recreational vehicle.

(c) Limit the amount of payments that the property owner may accept from the tenant under ORS 90.140 to those reasonably necessary to cover the owner's costs or losses.

**(d) Require that the recreational vehicle comply with any reasonable appearance, repair, inspection or siting standards adopted by the county.**

**(4) Notwithstanding ORS 455.405, a recreational vehicle sited under this section is not subject to the state building code.**

**SECTION 3.** ORS 197.493 is amended to read:

197.493. (1) A state agency or local government may not prohibit the placement or occupancy of a recreational vehicle, or impose any limit on the length of occupancy of a recreational vehicle as a residential dwelling, solely on the grounds that the occupancy is in a recreational vehicle, if the recreational vehicle is:

**(a) Allowed under section 2 of this 2023 Act;**

[(a)(A)] **(b)(A)** Located in a manufactured dwelling park, mobile home park or recreational vehicle park;

(B) Occupied as a residential dwelling; and

(C) Lawfully connected to water and electrical supply systems and a sewage disposal system;

or

[(b)] **(c)** On a lot or parcel with a manufactured dwelling or single-family dwelling that is uninhabitable due to damages from a natural [disasters] **disaster**, including wildfires, earthquakes, flooding or storms, until no later than the date:

(A) The dwelling has been repaired or replaced and an occupancy permit has been issued;

(B) The local government makes a determination that the owner of the dwelling is unreasonably delaying in completing repairs or replacing the dwelling; or

(C) Twenty-four months after the date the dwelling first became uninhabitable.

(2) Subsection (1) of this section does not limit the authority of a state agency or local government to impose other special conditions on the placement or occupancy of a recreational vehicle.

**Passed by Senate April 5, 2023**

**Repassed by Senate June 15, 2023**

.....  
Lori L. Brocker, Secretary of Senate

.....  
Rob Wagner, President of Senate

**Passed by House May 31, 2023**

.....  
Dan Rayfield, Speaker of House

**Received by Governor:**

.....M.,....., 2023

**Approved:**

.....M.,....., 2023

.....  
Tina Kotek, Governor

**Filed in Office of Secretary of State:**

.....M.,....., 2023

.....  
Secretary of State

# EXHIBIT C

*Comments to AOC*



## Gail Henrikson

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**From:** Amanda Rapinchuk  
**Sent:** Monday, September 25, 2023 5:02 PM  
**To:** Gail Henrikson  
**Subject:** FW: SB 1013  
**Attachments:** RV with fireplace (outside).jpg; RV fireplace.jpg; RV with fireplace (outside close-up).jpg; Sunset Lake Fire.PNG; 37.jpg; 200.jpg; Camberg.PNG; 32.jpg; 10.jpg; 33.jpg

Gail,

Here are the comments we provided to AOC staff.

Best regards,

Amanda Rapinchuk (she/her)  
*Management/Policy Analyst*  
Clatsop County Manager's Office  
800 Exchange Street, Suite 410  
Astoria, OR 97103  
Direct Line: (503) 325-8615

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**From:** Amanda Rapinchuk  
**Sent:** Monday, April 3, 2023 12:30 PM  
**To:** 'mburdick@oregoncounties.org' <mburdick@oregoncounties.org>  
**Cc:** 'bworley@oregoncounties.org' <bworley@oregoncounties.org>; Monica Steele <msteele@clatsopcounty.gov>; Whitley Sullivan (sullivan@pwlobby.com) <sullivan@pwlobby.com>  
**Subject:** RE: SB 1013

Hello Michael,

Thank you for your feedback. We appreciate you sharing our concerns with Co-chairs Skaar and Anderes.

Below are some follow-up questions/comments in **purple**. I've also attached pictures from County staff that illustrate a range of common health and safety issues (including makeshift fireplaces) for local RVs utilized for full-time residence.

- Would the RVs be considered a structure, which can be held to Oregon's building code standards? **No**
  - If not, here are a few of County staffs' most significant safety concerns:
    - Residents that may choose to have a fireplace or woodburning stove in their RV - **RVs aren't typically designed to accommodate fireplaces. Counties can require the landowner to provide the RV with essential services such as sewage disposal, water supply, electrical supply, or any other service or habitability obligation imposed by ORS 90.730, and so a fireplace wouldn't ever be needed for heat.**
      - **Even though there may not be a need, this continues to be a serious safety issue for rural counties. If the bill is not amended to prohibit fireplaces and woodburning stoves, we are concerned that counties will not have a clear way to address it. As an example, I've attached pictures of one of the makeshift fireplaces staff have discovered.**

- It may be beneficial to amend language pertaining to RV utilities that specifies:
      - LP (propane piping) cannot be installed by the property owner at any time.
      - Plumbing work is allowed by the property owner only on their own building, so if they own the RV it might allow the property owner to make the installation.
      - The electrical work cannot be performed by the property owner if the building is being rented, sold, or leased. Much of this work would likely require a licensed contractor employing licensed individuals.
  - Not enough distance between the house and the RV (preventing the spread of a fire) - **County siting standards could be written to require a buffer**
  - RVs are not designed/built for full-time residence - **This is obviously true. I noted in our fiscal impact report, and the fiscal impact statement reflects the fact that counties may face costs related to trying to get dilapidated RVs fixed up and/or removed.**
    - Staffs' concern here is not specific to the costs associated with fixing up or removing dilapidated RVs. That more so pertains to the comment below about RVs not being able to be condemned. We agree there is a fiscal impact.
    - What is meant by the original comment (RVs are not built for full-time residence) is the health/safety issues associated with permanent occupancy of a temporary residence, not aesthetics. Essentially, this ties back Oregon's building code standards not applying to RVs as they are not classified as a permanent residential structure.
  - RVs cannot be condemned - **County appearance/repair standards will allow counties to force repair or removal.**
    - **Fiscal impact: Each county will bear the costs associated with enforcement of their design requirements or standards (i.e. removal and/or disposal).**
- The bill states that a county may require that the RV "comply with any reasonable appearance, repair, inspection of sitting standards adopted by the county."
    - What are counties allowed to inspect, especially if Oregon's building code standards do not apply to the RV? **Counties could inspect for violations of appearance & repair standards and the presence of essential services sewage disposal, water supply, electricity, etc.**
      - **If counties can require essential services such as water, have the water associations and districts been asked about providing additional water to essentially a new dwelling? This is a particularly important consideration for rural counties.**
        - **What amounts of water are needed to provide adequate supply?**
          - **Would these be based on an RV park/campground, or dwelling calculation?**
      - **Do you know if "essential services" includes trash receptacles and disposal of trash? If not, this is another amendment worth considering.**
    - How do counties determine the maximum number of occupants/residents allowed per RV and what mechanism do counties have to enforce this? **There does not appear to be any prohibition against asking for this information in the registration process. The bill doesn't specifically give counties the power to limit the number of occupants, but it also doesn't prohibit that, so limits are likely allowable. We could ask for an amendment to make this clear.**

- **Yes, staff find that amendment is essential for addressing the health/safety concerns associated over occupancy.**
- Does the County have the authority to regulate where RVs are located on the lot? **Yes, that's covered under "reasonable siting standards".**
- May the tenant build/add-on a structure to the RV? If so, does the county have the authority to regulate what is allowable? **The bill is silent about add-on structures, so whatever building/development rules your county has regulating construction of such structures would be enforceable.**
  - **The concern here is a county's building/development rules are not applicable to RVs as they are not classified as a permanent structure.**
- Would the RV have a designated address?
  - For larger lots in rural areas, an RV may not be visible from the residential address. Responders cannot provide lifesaving emergency services when they are unable to locate the RV or gain access to it. **I will have to check on this. My guess is there would not be a separate address. The county registration process could be used to ensure the county is aware of where on the property the RV is sited.**
    - **To eliminate any confusion, it would be helpful to amend "reasonable sitting standards" to explicitly stating that counties may establish requirements for where an RV may be sited on a lot and identifying its location in the registration process.**

Best regards,

Amanda Rapinchuk (she/her)  
*Management/Policy Analyst*  
 Clatsop County Manager's Office  
 800 Exchange Street, Suite 410  
 Astoria, OR 97103  
 Direct Line: (503) 325-8615

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**From:** Michael Burdick <[mburdick@oregoncounties.org](mailto:mburdick@oregoncounties.org)>  
**Sent:** Thursday, March 30, 2023 2:53 PM  
**To:** Amanda Rapinchuk <[arapinchuk@clatsopcounty.gov](mailto:arapinchuk@clatsopcounty.gov)>  
**Cc:** [bworley@oregoncounties.org](mailto:bworley@oregoncounties.org)  
**Subject:** Re: SB 1013

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

Hi Amanda,

This is being considered a community development bill so I've been assigned to it. The bill was requested by Clackamas County, and so far AOC hasn't considered taking a position. I've asked Co-chairs Skaar and Anderes if they'd like to add it to next Friday's agenda. It has already passed its senate committee unanimously, and is expected to pass the senate soon, after which a house committee would be able to make changes.

# Board of Commissioners Clatsop County

## WORK SESSION AGENDA ITEM SUMMARY

October 25, 2023

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**Topic:** Comprehensive Plan Update: Goal 5 Revisions  
**Presented By:** Gail Henrikson, Community Development Director

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**Informational  
Summary:**

On June 28, 2023, your Board approved amendments to the Clatsop County Comprehensive Plan to update Goals 1-4, 6-14 and 19. Goal 5, due to its complexity, was removed from that adoption process and placed on a separate review and update track.

On August 31, 2023, County staff completed revisions to Goal 5 and forwarded that draft to the Department of Land Conservation and Development (DLCDD) for a courtesy review. As of October 9, no comments have been received back from the State.

The proposed revisions to Goal 5 follow the same process and changes to update Goals 1-4, 6-14 and 19:

- Narrative sections were removed from the comprehensive plan and placed in a separate background report
- Policies were reviewed and revised to distinguish between policies or actions that are mandated under state law and items are discretionary
- Remove or combine redundant or repetitive policies

Based upon feedback from your Board, staff will either continue to revise Goal 5 or will schedule the updated goal for a public hearing with the Planning Commission in December and two public hearings before your board in January 2024.

### Attachment List

- A. Goal 5 – Draft 06
- B. Goal 5 Background Report

# EXHIBIT A

*Goal 5 – Draft 06*

# GOAL 5

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## NATURAL RESOURCES, SCENIC AND HISTORIC AREAS, AND OPEN SPACES

# STATEWIDE PLANNING GOAL 5:

To protect natural resources and conserve scenic and historic areas and open spaces.

# CLATSOP COUNTY GOAL 5:

To protect natural resources and conserve scenic and historic areas and open spaces.

## OVERVIEW

Goal 5 is an extremely broad and complex goal. LCDC implements the goal primarily through OAR Chapter 660, division 23. Almost all of the 15 resources addressed by Statewide Planning Goal 5 can be found within the county's borders. The Goal requires local governments to inventory many of the resources, and encourages the inventory of others.

### Required Inventories

- Riparian Corridors, including water and riparian areas and fish habitat
- Wetlands
- Wildlife Habitat
- Federal Wild and Scenic Rivers
- Groundwater Resources
- Approved Oregon Recreation Trails
- Oregon Scenic Waterways
- Natural Areas
- Wilderness Areas
- Mineral and Aggregate Resources
- Energy Sources
- Cultural Areas

### Recommended Inventories

- Historic Resources
- Open Space
- Scenic Views and Sites

Goal 5 relies on inventories that have been conducted by state or federal entities or, for some resource categories, requires local inventories be developed. Inventoried resources are assessed to identify those that are high value or "significant". Inventories and assessments are the basis for developing a local program to protect significant resource sites and plan for development and conflicting uses.

Protection of these diverse resources requires a variety of

## CLATSOP COUNTY COMPREHENSIVE PLAN

approaches. The role of land use planning in this protection involves a threefold approach:

- Collecting and maintaining data and other inventories of assets;
- Coordinating with local, regional, state and federal programs; and
- Administering local and state regulations that protect the sustainability and quality of the resources.

The following Goal 5 significant resource sites have been identified and are listed in the Clatsop County Comprehensive Plan:

DRAFT



## TABLE 1: CLATSOP COUNTY GOAL 5 RESOURCE INVENTORY

### Riparian Corridors

No Riparian Corridors are included in the current Goal 5 inventory. The County’s Shoreland Overlay (Goals 16 and 17) includes a 50’ buffer for specified estuarine resources and coastal shorelands. Section 6.5000, LAWDUC, includes standards for the protection of riparian vegetation.

### Wetlands

<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Notes</u>
Site 1 (CP 9)	Along the Skipanon River, south of Warrenton and SE of Hwy 101	Clatsop Plains	Size: 98 acres
Site 2 (CP 13)	Taylor Lake, north of Cullaby Lake	Clatsop Plains	Size: 17 acres
Site 3 (CP 14)	Cullaby Lake	Clatsop Plains	Size: 280 acres
Site 4 (CP 15)	Between Cullaby Lake and Hwy 101	Clatsop Plains	Size: 230 acres
Site 5 (CP 16)	East of Hwy 101 from the south end of Dellmoor Loop Rd south to Palmberg Gravel Works	Clatsop Plains	Size: 380 acres
Site 6 (CP 18)	Two small lakes and adjacent wetlands on Cullaby Creek, 4000 ft south of Cullaby Lake	Clatsop Plains	Size: 160 acres
Site 7 (CP 19)	North of the road to the Crown site, up to the Palmberg Gravel Co. east of Hwy 101 and Seaside airport	Clatsop Plains	Size: 130 acres
Site 8	Southeast of Seaside; south of the Millponds, east of Hwy 101	Clatsop Plains	Size: 132 acres
Site 9 (EC 35)	Driscoll Slough marshes, between Wauna Mill and Westport	Northeast	Size: 360 acres

### Fish and Wildlife Habitat

<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Notes</u>
Major Big Game Range	"That portion of the county which supports the majority of big game. In general, these lands are sparsely developed forest lands."	Multiple	See map on page 40
Peripheral Big Game Range	"Foothill areas of the county, generally located between commercial forest lands and productive agricultural lands."	Multiple	See map on page 40
Excluded Big Game Range	"Developed areas that are only occasionally used by big game."	Multiple	See map on page 40
Upland Game Birds (grouse, mountain quail, band-tailed pigeons)	Generally corresponds with Major & Peripheral Big Game Range and includes riparian areas and mineral springs and other watering areas.	Multiple	

Waterfowl	See also: Sensitive Bird Habitat Overlay District (SBHO) Estuarine and coastal shoreland areas; water areas; riparian areas	Multiple	
Furbearers and Hunted Non-game Wildlife (aquatic species - beaver, muskrat, mink; terrestrial species - skunk, bobcat, coyote)	Aquatic furbearers: estuarine and coastal shoreland habitat; riparian areas; Terrestrial furbearers: areas considered Major and Peripheral Big Game Range.	Multiple	
Non-game Wildlife (eagles, hawks, osprey, herons)	Refer to SBHO and map on page 92	Multiple	See map on page 92
Snowy Plover	Sparsely vegetated, active dune areas just inland from the high tide line; beach from Necanicum River north to Columbia River. See also: SBHO	Clatsop Plains	
Fish Habitat	All rivers and streams with a perennial flow; non-coastal shoreland lakes (including Big Creek Pond, Fishhawk Lake, Lost Lake, Lost Lake (yes there are two), Spruce Run Lake, Riverside Lake, Quartz Lake, Soapstone Lake, Carnahan Lake, and Cullaby Lake); riparian areas along rivers, streams, and lakes.	Multiple	

**Federal Wild and Scenic Rivers**

No Federal Wild and Scenic Rivers are included in the Goal 5 inventory

**Groundwater Resources**

Resource Description	Location	Planning Area	Notes
Clatsop Plains Area * See also: Goal 6 - Air, Water, and Land Resources Quality		Clatsop Plains	

**Watersheds**

Resource Description - Major Waterway(s)	Location	Planning Area	Notes
Plympton Creek / West Creek	-	Northeast	Size: 8,900 acres
Hunt Creek	-	Northeast	Size: 5,100 acres
Blind Slough / Grizzly Slough	-	Northeast	Size: 24,700 acres
Big Creek / Little Creek / Fertile Valley Creek	-	Northeast	Size: 29,000 acres

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Mary's Creek / Bear Creek / Ferris Creek	-	Northeast	Size: 14,500 acres
John Day River	-	Northeast	Size: 4,400 acres
Youngs River / Klaskanine River / Walluski River	-	Lewis & Clark, Olney- Wallooskee	Size: 80,300 acres
Lewis & Clark River	-	Lewis & Clark, Olney- Wallooskee	Size: 42,800 acres
Neawanna Creek / Thompson Creek	-	Clatsop Plains, Seaside Rural	Size: 4,700 acres
Canyon Creek	-	Seaside Rural	Size: 2,100 acres
Necanicum River	-	Seaside Rural	Size: 30,300 acres
Nehalem River	-	Elsie-Jewell	Size: 213,200 acres
Elk Creek	-	Seaside Rural	Size: 15,200 acres
Arch Cape Creek / Asbury Creek / Shark Creek / Fall Creek / Red Rock Creek	-	SW Coastal, Seaside Rural	Size: 7,100 acres
Clatsop Plains (Skipanon River and Neacoxie Creek)	-	Clatsop Plains	Not listed

\* See also: Goal 6 - Air, Water, and Land Resources Quality

**Oregon Recreation Trails**

<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Notes</u>
Refer to Goal 8 Recreational Lands			

**Wild and Scenic Waterways**

<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Notes</u>
Refer to Goal 8 Recreational Lands			

**Ecologically and Scientifically Significant Natural Areas**

<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Notes</u>
Bradwood Cliffs	T 8N, R 6W, Sections 9 and 16	Northeast	-
Walker Creek Old Growth Forest	T 6N, R 6W, Sections 7 and 18	Elsie-Jewell	-
Elsie County Park (aka Nehalem Park or Red Bluff Park)	T 5N, R 7W, Section 32	Elsie-Jewell	-
David Douglas County Park	T 5N, R 8W, Section 21	Elsie-Jewell	-
Onion Peak	T 4N, R 10W, Section 22-23	Seaside Rural	-
Sugarloaf Mountain	T 4N, R 10W, Section 1	Seaside Rural	-
Kloutchy Creek Park	T 5N, R 10W, Section 14	Seaside Rural	-

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Saddle Mountain State Park	T 6N, R 8W, Sections 28, 29, 32, 33, 24	Seaside Rural	-
Bradley State Park	T 8N, R 6W, Section 16	Northeast	-
Oswald West State Park	T4N, R 10W, Section 30-31	SW Coastal	-
<b>Wilderness Areas</b>			
<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Notes</u>
Oregon Islands Wilderness	Tillamook Head Rocks; Bird Rocks; Sea Lion Rocks; Haystack Rock; Castle Rock; Jockey Cap; Tim Rock; Gull Rock; Unnamed Rocks located in Section 12, Township 5W, Range 10W	SW Coastal	
<b>Mineral and Aggregate Resources</b>			
<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Notes</u>
Clatsop County - Clifton	T 8N, R 6W, Section 17	Northeast	Rock
Clatsop County - Big Creek	T 8N, R 7W, Section 29	Northeast	Gravel
Howard Johnson - US 101	T 5N, R 10W, Section 4	Clatsop Plains	Rock
Bayview Transit Mix - US 101	T 5N, R 10W, Section 4	Clatsop Plains	Basalt
George Ordway	T 5N, R 10W, Section 14	Seaside Rural	Basalt
Teevin Bros. Logging	T 8N, R 6W, Section 27	Northeast	Rock
Daren Berg, Humbug Rock	T 5N, R 8W, Section 18	Elsie-Jewell	Rock
M. Nygaard Logging	T 7N, R 9W, Section 31	Lewis & Clark, Olney-Wallooskee	Rock
A. Riekkola	T 7N, R 8W, Section 18	Lewis & Clark, Olney-Wallooskee	Basalt
Tagg	T 7N, R 10W, Section 3	Clatsop Plains	Sand
Horecny	T 5N, R 9W, Section 23	Seaside Rural	Rock
Various "Other Sites" are also listed, but are not protected from conflicting uses under Goal 5.		Multiple	
<b>Energy Sources</b>			
<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Notes</u>
Refer to Goal 13 Energy Conservation			
<b>Cultural Areas</b>			
<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Notes</u>
Various archeological sites	"An inventory of 53 known archeological sites is maintained in confidential status at both the Clatsop County Planning Department and the State Historic Preservation Office. Because of the limited number of archeological surveys undertaken, there are	Multiple	

undoubtedly other undiscovered archeological sites in Clatsop County."

<b>Historic Areas, Sites, Structures and Objects</b>			
<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Notes</u>
Fort Clatsop National Monument	T 7N, R 10W, Section 35	Lewis & Clark, Olney-Wallooskee	-
Cannon at Cannon Beach	East side of Hwy 101 between Cannon Beach and Arch Cape	SW Coastal	-
Tillamook Rock Lighthouse	T 5N, R 11W, Section 1	Seaside Rural	-
Ecola State Park	T 5N, R 10W, Sections 6, 7, 18 T 5N, R 11W, Sections 1, 12 T 6N, R 10W, Sections 29, 30, 31, 32	Seaside Rural, Clatsop Plains	-
Lindgren House	T 7N, R 10W, Section 22	Clatsop Plains	-
R.W. Morrison House (aka Tagg Place)	T 7N, R 10W, Section 4	Clatsop Plains	-
Clatsop Plains Memorial Church	T 7N, R 10W, Section 4	Clatsop Plains	-
Clatsop Plains Cemetery	T 7N, R 10W, Section 4	Clatsop Plains	-
The Mill Site of the Falls Pulp Company	T 7N, R 10W, Section 27	Lewis & Clark, Olney-Wallooskee	-
The Shepherd and Morse Sawmill Site	T 8N, R 6W, Section 36	Northeast	-
Westport Log Tunnel	T 8N, R 6W, Section 36	Northeast	-
<b>Open Space</b>			
<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Notes</u>
General Open Space	Forest lands, agricultural lands, estuarine areas, Pacific Ocean and adjacent beaches.	All	Forest and agricultural land comprise 95% of the County's land area.
Parks, wildlife refuges, natural areas, specific scenic sites, and fresh water wetlands	Countywide	All	These categories are addressed in the corresponding section(s) of Goal 5 and Goal 8.

Areas provided in conjunction with a specific development, usually residential.

Countywide

All

Subdivisions in the Clatsop Plains area are required to have clustered lots in order to maintain open space values.

<b>Outstanding Scenic Views and Sites</b>			
<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Notes</u>
Box Canyon	T 6N, R 10W, Section 13 and T 6N, R 9W, Sections 18-19	Lewis & Clark, Olney- Wallooskee and Seaside Rural	-
Knappa Gorge at Big Creek	T 8N, R 7W, Sections 28, 29, 32, 33	Northeast	-
Gnat Creek Falls	T 7N, R 6W, Section 6	Northeast	-
Plympton Creek Falls	T 7N, R 6W, Sections 2 and 11	Northeast	-
Fall Creek Falls	T 4N, R 8W, Section 20	Seaside Rural	-
Youngs River Falls	T 7N, R 8W, Section 27	Lewis & Clark, Olney- Wallooskee	-
Nehalem River from Cronin to Gorge Creek	T 4N, R 8W	Elsie-Jewell	-
Lewis and Clark Rd above Thompson Falls	T 6N, R 10W, Section 14	Clatsop Plains	-
U.S. Hwy 101 Scenic Corridor	Cannon Beach Junction to Silver Point	Seaside Rural, SW Coastal	-
Westport - Scenic Conservancy, Hwy Corridor	T 8N, R 6W, Sections 35, 36	Northeast	-
Hwy 53 - Scenic Conservancy, Hwy Corridor	T4N, R 9W, Sections 20, 27	Seaside Rural	-
North Fork Nehalem River - Scenic Conservancy, River Corridor	T 4N, R 9W, Section 25 and T 4N, R 8W, Sections 19, 20	Seaside Rural	-

## OBJECTIVES AND POLICIES

### CLIMATE CHANGE

**OBJECTIVE 1:** Clatsop County shall work to protect watersheds, surface waters, aquifers and drinking water supplies from the impacts of climate change.

- Policy A:** The County should promote water conservation and reduced use to avoid unnecessary waste and consumption.
- Policy B:** The County should encourage the use of natural processes and functions to mitigate projected changes in climate.
- Policy C:** The County should review the need for increased riparian protection on public lands.
- Policy D:** Clatsop County should encourage state agencies and property owners to develop a framework to protect cold water streams that will serve as thermal refugia.
- Policy E:** The County may develop incentives for projects that voluntarily increase riparian and floodplain connectivity.
- Policy F:** The County will include the future planning concerns of the infrastructure districts, including water, sanitary sewer, and fire districts, in looking at future development. Such review will include the number of homes supplied.

### RIPARIAN CORRIDORS

**OBJECTIVE 1:** The County will preserve riparian areas to provide for productive ecological function.

- Policy A:** The County may explore creating comprehensive and continuous riparian area protections across all land uses.
- Policy B:** The County may restore riparian buffers, structure and function on County-owned lands.
- Policy C:** The County may continue to work with the Columbia River Estuary Study Taskforce (CREST) to identify significant riparian areas within Clatsop County.
- Policy D:** At such time as the County chooses to conduct a riparian corridor inventory, the County shall use the Goal 5 Administrative Rule to conduct an ESEE analysis to determine which riparian corridors should be included in the County's Goal 5 resource inventory.
- Policy E:** At such time as the County chooses to conduct a riparian corridor inventory, the County shall work with property owners, community members, elected and appointed officials to determine the level of regulation necessary to protect any riparian corridors identified as a Goal 5 resource.
- Policy F:** The County shall encourage the protection of riparian corridors, recognizing that

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they support fish and wildlife habitat and the health of the communities.

**Policy G:** The county may adopt a hybrid approach for riparian corridors.

**Policy H:** Grading, excavation or filling in the riparian zone of rivers, streams and creeks shall continue to be reviewed by Clatsop County, the Oregon Department of State Lands, and/or the US Army Corps of Engineers, as applicable. Filling, grading, and excavation of lands is prohibited within the shoreland overlay.

### WETLANDS

**OBJECTIVE 1: The County will protect significant freshwater wetlands as identified in the Statewide Wetland Inventory.**

**Policy A:** The County will protect identified significant freshwater wetlands, for which no conflicting uses have been identified, from incompatible uses.

**Policy B:** The following requirements shall apply to Wetland Site 7 (which also contains white-tail deer habitat).

1. All industrial development shall be located north of the railroad right-of-way. The area between the railroad right-of-way and U.S. Highway 30 shall be designated for protection of its wetland characteristics.
2. Development of land adjacent to Driscoll Slough shall minimize the alteration of riparian vegetation, degradation of water quality and stream sedimentation.
3. Piling is preferred to filling for any access corridor across Driscoll Slough.
4. Industrial development on the eastern portion of the site shall be designed to minimize or avoid the removal of riparian vegetation along Westport Slough. Riparian vegetation removal shall be permitted where direct access to the water is required.
5. Filling of the site shall not be permitted until a specific development proposal has been reviewed and approved by the County.

**Policy C:** The County should encourage protection and restoration of wetlands and floodplains to improve watershed functions and soil water retention.

**Policy D:** The Board of Commissioners may review the work of the ad hoc wetlands advisory committee and establish buffer areas around ecologically significant areas as recommended by that committee.

**Policy E:** The County should identify newly emergent wetlands and utilize the Goal 5 Administrative Rule and ESEE process to determine which sites should be included in its wetlands resource inventory or used for potential wetland mitigation.

**Policy F:** The County may continue to work with the Columbia River Estuary Study Taskforce (CREST) to identify significant wetlands within Clatsop County.

**Policy G:** If significant wetlands are identified and added to the County's Goal 5 inventory, the County shall work with property owners and elected and appointed official to determine the necessary level of protection required.



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- Policy H:** The County may work with CREST to develop educational materials to inform property owners about the importance of wetlands and to encourage maintenance and preservation of wetlands wherever possible.
- Policy I:** Clatsop County may work with realtors to advise sellers and buyers of the possibility of wetlands when properties are transferred.
- Policy J:** The County may digitize wetland delineations approved by the Oregon Department of State Land in order to reflect ground-truthed conditions on WebMaps.
- Policy K:** The County may work with DSL to refine procedures and policies to facilitate development on properties in Clatsop County that contain potential wetlands.
- Policy L:** The County should develop a process to allow zoning boundaries to be relocated based on ground-truthed evidence, such as DSL-approved wetland delineations.
- Policy M:** The County should finalize the CREST Wetlands Report (2021), submit the report to the Department of State Lands for review and approval and adopt the final DSL-approved-report. The report may be used as a basis for a workplan to pursue the identification of significant wetlands and adoption of appropriate local protection. The County shall explore adopting the Arch Cape Cove Beach Local Wetland Inventory and going through the appropriate Goal 5 process (ESEE or safe harbor).
- Policy N:** The County may develop a transfer of development rights (TDR) program to encourage further protection wetlands and other sensitive natural areas.
- Policy O:** The County may develop incentive programs to encourage the voluntary preservation of wetlands.

## WILDLIFE HABITAT

**GOAL 1:** Clatsop County recognizes the importance of riparian vegetation in protecting fish and wildlife habitat resources. Vegetated riparian areas are vital to water quality function including the following:

1. Providing shade to maintain or reduce stream temperatures to meet state water quality standards
2. Supporting wildlife in the stream corridors
3. Minimizing erosion and nutrient loading into water
4. Maintaining natural hydrology
5. Stabilizing slopes to prevent landslides that contribute to sedimentation of water.

Clatsop County strongly encourages the protection of riparian vegetation to the greatest extent feasible from the impacts of development consistent with the best available ecological science.

- Policy A:** To ensure that future development does not unduly conflict with Major Big Game Range, the County shall:
1. require that review uses and conditional uses in the F-80 and AF zones be

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- allowed only if they are found to be consistent with the maintenance of big game range;
2. require that review uses and conditional uses in the F-80 and AF zones be subject to clustering and siting criteria;
  3. submit proposed review use and conditional use applications to the Oregon Department of Fish and Wildlife for their comments on consistency with Major Big Game habitat and recommendations on appropriate siting criteria to minimize any conflicts; and
  4. submit all proposed comprehensive plan and zone changes of land zoned F-80, and AF to a more intensive use zone to the Oregon Department of Fish and Wildlife for a determination of possible conflicts with big game habitat requirements. If the Department identifies conflicts, the County will consider recommendations for resolving these conflicts.
  5. Residential development in areas of big game habitat shall be of a low density so that potential conflicts (i.e. damage to gardens, yards, etc.) can be minimized.

- Policy B:** To ensure that future development does not unduly conflict with Peripheral Big Game Range, the County shall:
1. require that review use and conditional uses in the F-80 and AF zones be allowed only if they are found to be consistent with the maintenance of big game range;
  2. require that review of conditional uses in the F-80 and AF zones be subject to clustering and siting criteria;
  3. submit proposed review use and conditional use applications to the Oregon Department of Fish and Wildlife for their comments on consistency with Peripheral Big Game Range and recommendations on appropriate siting criteria to minimize any conflict; and
  4. submit all proposed comprehensive plan and zone changes of land zoned F-80 and AF to the Oregon department of Fish and Wildlife for a determination of possible conflicts with big game habitat requirements. If the Department identifies conflicts, the County will consider recommendations for resolving these conflicts.
  5. Residential development in areas of big game habitat shall be of a low density so that potential conflicts (i.e. damage to gardens, yards, etc.) can be minimized.

- Policy C:** The County shall rely on strict enforcement of support and promote enforcement of current riparian vegetation and stream protection standards in the Oregon Forest Practices Act to protect riparian vegetation along Type F streams and lakes, and Type N streams affecting Type F streams. The county may seek changes to the Forest Practices Act when necessary to better protect riparian vegetation and water quality, from potential adverse effects of forest practices.

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- Policy D:** Existing riparian vegetation along streams and lakes not subject to the Forest Practices Act should be maintained to the greatest extent feasible to provide fisheries and wildlife habitat, minimize erosion and scouring, retard water velocities and suppress water temperatures. To protect riparian vegetation along streams and lakes not covered by the Forest Practices Act, the County may implement buffers as required by OAR 629-635-0310, and shall require a minimum setback for non-water dependent uses of 35 feet or as determined by best available ecological practices. The County should amend buffer requirements as the best available science is updated or when Forest Practices Act-required buffers are amended.
- Policy E:** The County shall rely on the State Department of Water Resources to ensure that minimum stream flow standards required for the maintenance of fish habitat are developed and implemented.
- Policy F:** The County shall rely on the Division of State Lands' permit process, under the Fill and Removal Law, to ensure that proposed stream alterations such as bridges, channelization, or filling do not adversely affect the stream's integrity or its value as fish and wildlife habitat.
- Policy G:** The County shall submit all proposals with a potential for impact on identified Columbian White-tail deer habitat (e.g. subdivision, dredge material disposal, industrial development, and land clearing of more than 3,000 square feet) to the Oregon Department of Fish and Wildlife and the U.S. Fish & Wildlife for their determination of conflicts. If either agency identifies conflicts and makes recommendations for resolving these conflicts, the County shall implement those recommendations to the maximum extent feasible, consistent with other land use planning requirements. If in the future subpopulation of the Columbia White-tailed deer are located which are not within identified essential habitat, the County will consider recommendations for protection of these areas to the extent feasible consistent with other land use planning requirements including but not limited to the Goal 5 Administrative Rule.
- Policy H:** The County will notify USFW and ODFW when processing applications for development and activities in nesting areas and habitat sites of sensitive, threatened, and endangered species from incompatible uses and activities.
- Policy I:** The County, in coordination with property owners and state agencies, may explore the use of mechanisms to protect large, contiguous areas that currently have high-quality habitats for fish and wildlife.
- Policy J:** The County may explore developing incentives for projects that enhance connectivity between existing high-quality habitats or habitats that could be feasibly enhanced and connected.
- Policy K:** The County should identify areas of county-owned lands that contain connected, less-fragmented habitats suitable for long-term protection.

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- Policy L:** The County may identify areas of county-owned lands that may be small, fragmented, or isolated, but which may still be suitable for long-term habitat preservation.
- Policy M:** The County shall add language to its zoning code that would allow projects for restoration and enhancement of fish and wildlife habitat to be added as permitted and conditional uses in all zones.
- Policy N:** The County should consider requiring cluster developments to provide more open space. The County should encourage ODFW to identify and protect wildlife migration corridors that are usable and provide forage and water.
- Policy O:** Clatsop County should coordinate with local Native American tribes and other signing jurisdictions and agencies to implement the requirements of the Declaration of Cooperation.
- Policy P:** Unnecessary removal of shoreline vegetation shall be prohibited.
- Policy Q:** The County shall maintain important fish and wildlife sites by protecting vegetation along many water bodies through the use of riparian corridors with appropriate setbacks.
- Policy R:** Private and public owners of property on which valuable habitat is located will be encouraged to adequately protect important fish and wildlife sites. The private owners which participate in preserving the natural character of these sites will be assisted in taking advantage of reduced property taxes for protecting such areas.
- Policy S:** New subdivisions in the Clatsop Plains Planning Area in the Rural Lands designation and cluster partitions in any Comprehensive Plan designation shall be required to leave undeveloped 30% common open space, which may benefit fish and wildlife habitat.
- Policy U:** Intensive recreational development shall not locate within sensitive crucial habitat areas.
- Policy V:** Habitat of all species indicated as endangered, threatened or vulnerable shall be preserved as directed by ODFW and USFW.
- Policy W:** New culverts, roads, bridges, etc. that impact rivers and streams shall be designed to minimize removal of shoreline vegetation and shall be installed in a manner that will not impede the flow of water or passage of fish.
- Policy X:** The County shall coordinate with ODFW to evaluate any proposal to change the use or modify lands that are habitat of threatened, endangered or otherwise listed species to determine possible effects on the species. Habitats of all species indicated as endangered, threatened or vulnerable should be preserved. Nesting sites of endangered bird species should be protected and buffered from conflicting uses.
- Policy Y:** Clatsop County will cooperate with governmental agencies to conserve and protect identified fish and wildlife habitat, including notifying appropriate agencies of applications that may affect fish and wildlife habitat and working on land use

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compatibility statements for Department of State Lands and/or US Army Corps of Engineers projects.

- Policy Z:** To conserve and protect fish and wildlife habitat, new developments shall be designed and constructed so as to:
1. Maintain wherever possible a natural, vegetative buffer strip along wetlands and streams;
  2. Minimize the alteration of land and vegetation; and
  3. Preserve open space, including agricultural and forest lands.
  4. The County should revise stream and riparian setback language to align with the Oregon Forest Practice Act (FPA) as defined in OAR 629-635-0310.

### FEDERAL WILD AND SCENIC RIVERS

- Policy A:** If any federal Wild and Scenic Rivers are designated within Clatsop County, the designated area(s) shall be added to the Comprehensive Plan Goal 5 resource inventory; and corresponding land use policies shall be added to the Land and Water Development and Use Code in accordance with OAR 660-023-0120.

### STATE SCENIC WATERWAYS

- Policy A:** The OSW-designated section of the Nehalem River shall be included in the Comprehensive Plan Goal 5 resource inventory and corresponding land use policies shall be added to the Land and Water Development and Use Code in accordance with OAR 660-023-0130.
- Policy B:** If any Oregon Scenic Waterways are designated within Clatsop County, the designated area(s) shall be added to the Comprehensive Plan Goal 5 resource inventory; and corresponding land use policies shall be added to the Land and Water Development and Use Code in accordance with OAR 660-023-0130.

### GROUNDWATER AND SURFACE WATER RESOURCES

- Policy A:** The County should cooperate and coordinate with State and Federal Agencies in assuring the beneficial use of all water areas in the County.
- Policy B:** In partnership with private landowners and state and federal agencies, Clatsop County may monitor impacts to groundwater resources caused by climate change, and will develop strategies to mitigate those impacts.
- Policy C:** The County may establish an education and outreach program to raise awareness of the value and fragility of groundwater resources and the role of the Clatsop Plains aquifer in water regeneration, supply and quality.
- Policy D:** In partnership with private landowners and state and federal agencies, The County may monitor the cumulative impacts of pollution on groundwater and surface water. Ensure that inappropriate development is directed to appropriate commercial and

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industrial districts.

- Policy E:** The County should encourage state and federal agencies to monitor impacts from potential sea level change, including the potential for salt water intrusion into coastal aquifers.

### OREGON RECREATION TRAILS

- Policy A:** The Oregon Coast Trail and Saddle Mountain Trail shall be added to the Comprehensive Plan Goal 5 resource inventory.
- Policy B:** If any Oregon Recreation Trails are designated within Clatsop County, the designated trail(s) shall be added to the Comprehensive Plan Goal 5 resource inventory. Corresponding land use policies may be added to the Land and Water Development and Use Code in accordance with OAR 660-023-0150.
- Policy C:** The County is encouraged to cooperate with public and private property owners and the Oregon Parks and Recreation Commission to support the designation of new Oregon Recreation Trails in Clatsop County.

### NATURAL AREAS

- Policy A:** Significant natural and scientific areas and scenic sites should be set aside for preservation and managed so as to protect the unique characteristics of the area.
- Policy B:** The County will cooperate with appropriate State and Federal agencies and private groups to ensure that examples of the full range of Clatsop County's natural ecosystem are preserved for future study and enjoyment.
- Policy C:** As resources permit, Clatsop County shall continue to identify sites for possible voluntary listings as Goal 5 inventoried natural area resources, assisting property owners who wish to participate, by entering into conservation easements, or using other instruments, such as Oregon State Register of Natural Heritage Resources, to preserve natural areas. These may be areas not previously addressed in periodic reviews. Participation would be completely at the property owner's option.
- Policy D:** The Natural designation for Sugar Loaf Mountain shall not affect the continued operating and maintenance of the radio transmitter facility located there.

### WILDERNESS AREAS

- Policy A:** Clatsop County shall work with federal agencies in the protection of federal wilderness areas.
- Policy B:** Clatsop County shall periodically verify that all Clatsop County sites in the Oregon Islands Wilderness Area are listed as Goal 5 resources in the County's comprehensive plan as required by OAR 660-023-0160.

## MINERAL AND AGGREGATE RESOURCES

- GOAL 1:** To protect and ensure appropriate use of mineral and aggregate resources of the county, while minimizing any adverse effects of mining and processing upon surrounding land uses.
- Policy A:** The County shall maintain an inventory of mineral and aggregate resources sites and shall protect significant mineral and aggregate resources consistent with Statewide Planning Goal 5 and the process for complying with the Goal specified in Oregon Administrative Rules Chapter 660, Division 16.
- Policy B:** In making a decision whether to protect a significant mineral or aggregate site from conflicting uses, the County shall recognize that Goal 5 requires the protection of natural resources for future generations, and that the requirements of other applicable Statewide Planning Goals must be considered in any analysis of conflicting uses.
- Policy C:** For each site determined to be significant, the county shall complete the remainder of the Goal 5 process of identifying conflicting uses, analyzing the ESEE consequences of the conflicting use(s), and designating a level of protection from conflicting uses. If the final decision concerning the site is to fully preserve or partially protect the resource from conflicting uses, the site shall be zoned with the Mineral and Aggregate Resources Overlay.
- Policy D:** The County shall require increased setbacks, insulation, screening, or similar measures as conditions of approval for any new conflicting use within an impact area surrounding a mineral or aggregate resource site when such measures are deemed necessary to resolve conflicts identified in a site-specific Goal 5 analysis.
- Policy E:** Mineral and aggregate resource maps shall be kept updated with active/inactive quarry/reclamation/mining overlays and layers.
- Policy F:** The Quarry/Mining Zone shall be updated to reflect the actual uses.
- Policy G:** Quarry/Mining Zone and Overlay shall be revised to accurately apply to all sites, as the zone and overlay are intended to protect the resource from conflicting uses developing next to them.
- Policy H:** The County shall review its acknowledged inventory of mineral and aggregate resources during its regular review of Goal 5.

## ENERGY SOURCES

- Policy A:** Development shall not be allowed to preclude use of adjacent properties for potential wind generating facilities.
- Policy B:** The County will rely on state and federal permitting processes to govern the location of low-head hydro projects and to resolve any conflicts that may result from such projects.
- Policy C:** Clatsop County shall apply the Goal 5 Administrative Rule to oil, gas, nuclear,

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geothermal, and large-scale hydro that are proposed in the future.

- Policy D:** If and when the City of Astoria intends on constructing a hydroelectric facility at the Youngs River Falls site, Clatsop County shall, in cooperation with the City of Astoria, apply the Goal 5 Administrative Rule.
- Policy E:** The County should coordinate with Camp Rilea personnel and appropriate agencies to encourage the installation and use of solar panels to generate electricity.
- Policy F:** Clatsop County may identify possible sites that could be candidates for wind generation facilities.
- Policy G:** Clatsop County may review and monitor developments in ocean thermal energy conversion to determine and evaluate impacts to and benefits for Clatsop County.

### CULTURAL AREAS

- Policy A:** The County will review land use activities that may affect known archeological sites. If it is determined that a land-use activity may affect the integrity of an archaeological site, the County shall consult with local Native American tribes and the State Historic Preservation Office on appropriate measures to preserve or protect the site and its contents.
- Policy B:** Native American cairns, graves and other significant archaeological resources uncovered during construction or excavation shall be preserved intact until a plan for their excavation or reinternment has been developed by local Native American tribes and the State Historic Preservation Office.
- Policy C:** Clatsop County should seek to work cooperatively countywide with state agencies, cities, the Clatsop County Historical Society and local historic preservation organizations, and local Native American tribes to recognize and protect cultural and historic sites.
- Policy D:** Clatsop County shall create a standard condition of approval for all development permits advising permit holders of requirements for Oregon Archaeological Permits.
- Policy E:** Clatsop County should encourage the State Historic Preservation Office and local Native American tribes to coordinate on an archaeological survey of and protection for Native American villages within Clatsop County.
- Policy F:** Clatsop County shall review development on properties adjacent to significant archaeological sites to ensure that activities are not in compatible with adjacent cultural resources and do not conflict with known archaeological sites.
- Policy G:** The County should identify ways to incorporate more input and cultural and historical knowledge from the federally recognized and unrecognized local Native American tribes.

### HISTORIC RESOURCES

- Policy A:** Clatsop county shall seek to work cooperatively countywide with state and federal agencies, cities, the Clatsop County Historical Society and local historic preservation



## CLATSOP COUNTY COMPREHENSIVE PLAN

organizations local Native American tribes to recognize and protect cultural and historic sites.

- Policy B:** The County Parks Department, to the extent funding permits, will continue to maintain the Lindgren House.
- Policy C:** The County should encourage the Clatsop County Historical Society, the State Historic Preservation Office and local Native American tribes to place commemorative plaques at the sites of the Falls Pulp Mill and the Shepherd and Morse Sawmill.
- Policy D:** The County will continue to protect the historical character of the Tillamook Lighthouse, Morrison House, the Clatsop Plains Memorial Church and the Westport Log Tunnel through appropriate provisions in the zoning ordinance.
- Policy E:** Clatsop County should work with the State Historic Preservation Office and local historic preservation organizations to evaluate the historical significance of sites and buildings identified through this comprehensive plan update process. The County will protect National Register resources as required by OAR 660-023-0200.
- Policy F:** The County should identify ways to incorporate more input and cultural and historical knowledge from the federally-recognized and unrecognized local Native American tribes.
- Policy G:** The County should identify and map historic rural places and buildings in order to preserve that knowledge for future generations.
- Policy H:** The County should consider opportunities to designate historic routes, including information about structures that may no longer physically exist.
- Policy I:** The County should encourage adaptive reuse of old buildings and encourage preservation of historic buildings.
- Policy J:** The County should inventory and evaluate the following resources to determine historic significance:
- Bradwood and Clifton, particularly the Clifton net shed
  - Svensen Cemetery
  - Arch Cape Tunnel
  - Wagon Trail in Arch Cape
  - Hug Point and surrounding geological sites
  - Hamlet School
  - Hamlet Cemetery
  - All sites on the National Register of Historic Places
  - Sites on the State Historic Sites inventory
  - State-identified archaeological sites
  - Historic cemeteries
- Policy K:** The County should explore whether there is public support for the County becoming a Certified Local Government.
- Policy L:** The County should develop a public education and outreach program to inform

## CLATSOP COUNTY COMPREHENSIVE PLAN

property owners about how to properly handle and report found artifacts.

- Policy M:** All sites and structures within unincorporated Clatsop County that are included on the National Register of Historic Places are also included in the Clatsop County Goal 5 historic resource inventory. Appropriate protective measures shall be developed for these sites.
- Policy N:** Clatsop County shall protect significant historical resources by:
1. encouraging those programs that make preservation economically possible;
  2. implementing measures for preservation when possible;
  3. recognizing such areas in public and private land use determinations subject to County review.
- Policy O:** Clatsop County shall review development on properties adjacent to significant historic sites to ensure that activities are not incompatible with adjacent historic resources and do not conflict with known historic sites.
- Policy P:** Clatsop County should encourage the use of identifying signs or markers for historic landmarks, historically-significant buildings and other historic sites. The Clatsop County Historical Society and other local preservation organizations should be encouraged to assist in this project.

### OPEN SPACE

- Policy A:** The County should consider maximum-allowed lot coverage limitations countywide.
- Policy B:** The County should consider developing an open space acquisition program for the purposes of protecting Clatsop County's Goal 5 resources such as open space, wetlands, historic sites, and outstanding scenic sites; and for hazard mitigation functions such as flood storage or protection of landslide-prone areas. Consideration should include short and long-term funding sources. Acquisitions as part of this program would be opportunistic, as properties become available, rather than a use of eminent domain.
- Policy C:** The County should consider developing a program to encourage and facilitate private property owners to create conservation easements or other related instruments for the purposes of protecting Clatsop County's open space values.
- Policy D:** The County should consider developing a program to encourage and facilitate private property owners to eradicate noxious and/or invasive plant species.
- Policy E:** The County should consider requiring subdivisions to be clustered countywide in order to provide increased open space, preserve views and protect wildlife habitat to the maximum extent possible.
- Policy F:** Land owners should be encouraged to retain or preserve large parcels of undeveloped land as open space under the provisions of the open space taxation program.
- Policy G:** Permanent open space should include, whenever possible, steep dunes which would

## CLATSOP COUNTY COMPREHENSIVE PLAN

require substantial alterations for building, buffers along streams, water bodies, deflation plains, areas abutting military lands, and farm and forest lands.

**Policy H:** The County is encouraged to develop standards for dedicated open space in subdivisions that support continuity of natural resources / sensitive areas / wildlife habitat.

**Policy I:** The County should encourage the use of conservation easements where transfer of development rights and other regulatory approaches are not workable or achievable, and coordinate with land trusts, cities, state and federal agencies, and other agency partners, in educating property owners on the benefits and stewardship responsibilities that come with having a conservation easement.

### SCENIC VIEWS AND SITES

**Policy A:** Protection of Goal 5 scenic views and sites should include best management practices to reduce wildfire risk.

**Policy B:** Review of energy production facilities, including but not limited to wind or off-shore production, should include an evaluation of potential impacts to Goal 5 scenic views and sites.

**Policy C:** The County should encourage owners of private property containing Goal 5 scenic views and sites to enter into conservation easements. Facilitate opportunities for property owners to voluntarily enter into conservation easements (or other instruments).

**Policy D:** The County should consider conducting an Economic, Social, Environmental, Energy (ESEE) evaluation for the following sites to determine if those areas should be included as inventoried scenic view and site resources:

- Clatsop Plains planning area, or portions thereof
- Fishhawk/Lee Wood Park Falls
- Jewell Meadows
- Red Bluff Park
- Twilight Eagle Sanctuary
- Svensen Island
- Bradley Hill
- Knappa Docks
- Fort-to-Sea Trail
- Highway 101 to the south County border
- Oswald West State Park
- Ecola State Park
- Fort Stevens State Park
- Saddle Mountain State Park
- Arcadia State Recreation Area
- Hug Point State Recreation Area
- Cape Falcon Marine Reserve

## CLATSOP COUNTY COMPREHENSIVE PLAN

- Ecola Forest Reserve

### **IMPLEMENTING OREGON ADMINISTRATIVE RULES (OAR):**

660-023 – Procedures and Requirements for Complying with Goal 5

660-016 – Complying with Statewide Planning Goal 5

660-031 – State Permit Compliance and Compatibility

### **COORDINATING STATE AND LOCAL AGENCIES:**

Oregon Department of Fish and Wildlife (ODFW)

Oregon Department of Agriculture (ODA)

Oregon Parks and Recreation Department (OPRD)

Oregon Department of Energy (ODOE)

State Historic Preservation Office (SHPO)

Oregon Department of State Lands (DSL)

Oregon Health Authority (OHA)

Department of Geology and Mineral Inventories (DOGAMI)

Oregon Department of Land Conservation and Development (DLCD)

Columbia River Estuary Study Taskforce (CREST)

### **BACKGROUND REPORTS AND SUPPORTING DATA:**

- Threatened, Endangered, Candidate Fish and Wildlife Species, ODFW 2021
- *Fifth Oregon Climate Assessment*, Oregon Climate Change Research Institute, January 2021
- *Future Climate Projects Clatsop County*, Oregon Climate Change Research Institute, February 2020
- *Regional Framework for Climate Adaptation Clatsop and Tillamook Counties*, Sea Grant Oregon, 2010
- *Oregon Climate Change Adaptation Framework 2021*, Department of Land Conservation and Development
- *Clatsop County Significant Wetlands; Wetland and Riparian Inventory in Unincorporated Clatsop County* – Columbia River Estuary Study Taskforce (CREST) (2021)
- Goal 5 Background Report

# EXHIBIT B

## *Goal 5 Background Report*

## GOAL 5: NATURAL RESOURCES, SCENIC AND HISTORIC AREAS, AND OPEN SPACES BACKGROUND REPORT

**PURPOSE:** To protect natural resources and conserve scenic and historic areas and open spaces.

### HISTORICAL PERSPECTIVE

When Clatsop County first developed its Goal 5 plan, the community reviewed existing information on the Goal 5 resources that occurred locally and were important to address. The County then reviewed land uses allowed on or near each resource site that might have a negative impact on the resource. It then decided on a level of protection appropriate for each resource site and adopted codes to put its policies into effect. State rules for implementing Goal 5 have been adopted and amended over the years. As Clatsop County works through this update of its comprehensive plan and community plans, it has the opportunity to identify new resources and to adopt policies and codes that are consistent with the current state rules for Goal 5.

The "Goal 5 Process" starts with an inventory of Goal 5 resources. Resource sites are assessed and significant sites are protected. Rules for some Goal 5 resource categories rely on inventories and assessments that have been conducted by state or federal entities. There are four Goal 5 resource categories found in Clatsop County that rely on state or federal inventories:

- State scenic water ways
- Ground water resources
- Oregon recreation trails
- Wilderness areas

Three categories require local inventories:

- Riparian areas
- Wetlands
- Wildlife habitat

There are three categories for which local Goal 5 programs are optional, which also rely on local inventories:

- Historic resources
- Open space
- Scenic views and sites

Aggregate is a Goal 5 resource for which a county-wide local inventory was initially required. Since 1996, sites are added to the local inventory on a site-by-site basis in response to applications made by applicants to the county.

**CLATSOP COUNTY COMPREHENSIVE PLAN**

The following Goal 5 significant resource sites have been identified and are listed in the Clatsop County Comprehensive Plan:

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## TABLE 1: CLATSOP COUNTY GOAL 5 RESOURCE INVENTORY

### Riparian Corridors

No Riparian Corridors are included in the current Goal 5 inventory

The County’s Shoreland Overlay (Goals 16 and 17) includes a 50’ buffer for specified estuarine resources and coastal shorelands. Section 6.5000, LAWDUC, includes standards for the protection of riparian vegetation.

### Wetlands

<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Comprehensive Plan Page Reference(s)</u>	<u>Notes</u>
Site 1 (CP 9)	Along the Skipanon River, south of Warrenton and SE of Hwy 101	Clatsop Plains	69-70	Size: 98 acres
Site 2 (CP 13)	Taylor Lake, north of Cullaby Lake	Clatsop Plains	69, 71	Size: 17 acres
Site 3 (CP 14)	Cullaby Lake	Clatsop Plains	69, 71	Size: 280 acres
Site 4 (CP 15)	Between Cullaby Lake and Hwy 101	Clatsop Plains	69, 72	Size: 230 acres
Site 5 (CP 16)	East of Hwy 101 from the south end of Dellmoor Loop Rd south to Palmberg Gravel Works	Clatsop Plains	69, 72	Size: 380 acres
Site 6 (CP 18)	Two small lakes and adjacent wetlands on Cullaby Creek, 4000 ft south of Cullaby Lake	Clatsop Plains	69, 73	Size: 160 acres
Site 7 (CP 19)	North of the road to the Crown site, up to the Palmberg Gravel Co. east of Hwy 101 and Seaside airport	Clatsop Plains	69, 73	Size: 130 acres
Site 8	Southeast of Seaside; south of the Millponds, east of Hwy 101	Clatsop Plains	69, 74	Size: 132 acres



Site 9 (EC 35)	Driscoll Slough marshes, between Wauna Mill and Westport	Northeast	69, 74	Size: 360 acres
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<b>Fish and Wildlife Habitat</b>				
<b>Resource Description</b>	<b>Location</b>	<b>Planning Area</b>	<b>Comprehensive Plan Page Reference(s)</b>	<b>Notes</b>
<b>Major Big Game Range</b>	"That portion of the county which supports the majority of big game. In general, these lands are sparsely developed forest lands."	Multiple	22-30, 40	See map on page 40
<b>Peripheral Big Game Range</b>	"Foothill areas of the county, generally located between commercial forest lands and productive agricultural lands."	Multiple	22-30, 40	See map on page 40
<b>Excluded Big Game Range</b>	"Developed areas that are only occasionally used by big game."	Multiple	22-30, 40	See map on page 40
<b>Upland Game Birds (grouse, mountain quail, band-tailed pigeons)</b>	Generally corresponds with Major & Peripheral Big Game Range and includes riparian areas and mineral springs and other watering areas. See also: Sensitive Bird Habitat Overlay District (SBHO)	Multiple	31-33	
<b>Waterfowl</b>	Estuarine and coastal shoreland areas; water areas; riparian areas	Multiple	33-34	
<b>Furbearers and Hunted Non-game Wildlife (aquatic species - beaver, muskrat, mink; terrestrial species - skunk, bobcat, coyote)</b>	Aquatic furbearers: estuarine and coastal shoreland habitat; riparian areas; Terrestrial furbearers: areas considered	Multiple	34	

	Major and Peripheral Big Game Range.			
<b>Non-game Wildlife (eagles, hawks, osprey, herons)</b>	Refer to SBHO and map on page 92	Multiple	34-49, 92	See map on page 92
<b>Snowy Plover</b>	Sparsely vegetated, active dune areas just inland from the high tide line; beach from Necanicum River north to Columbia River. See also: SBHO	Clatsop Plains	42	
<b>Fish Habitat</b>	All rivers and streams with a perennial flow; non-coastal shoreland lakes (including Big Creek Pond, Fishhawk Lake, Lost Lake, Lost Lake (yes there are two), Spruce Run Lake, Riverside Lake, Quartz Lake, Soapstone Lake, Carnahan Lake, and Cullaby Lake); riparian areas along rivers, streams, and lakes.	Multiple	43-47	

**Federal Wild and Scenic Rivers**

No Federal Wild and Scenic Rivers are included in the Goal 5 inventory

**Groundwater Resources**

<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Comprehensive Plan Page Reference(s)</u>	<u>Notes</u>
Clatsop Plains Area		Clatsop Plains	97	

\* See also: Goal 6 - Air, Water, and Land Resources Quality

**Water Areas**

Resource Description

Location

Planning Area

Comprehensive  
Plan Page  
Reference(s)

Notes

See Wetlands, Watersheds, and Fish and Wildlife Habitat.

**Watersheds**

Resource Description - Major Waterway(s)

Location

Planning Area

Comprehensive  
Plan Page  
Reference(s)

Notes

Plympton Creek / West Creek

-

Northeast

96

Size:  
8,900  
acres

Hunt Creek

-

Northeast

96

Size:  
5,100  
acres

Blind Slough / Grizzly Slough

-

Northeast

96

Size:  
24,700  
acres

Big Creek / Little Creek / Fertile Valley Creek

-

Northeast

96

Size:  
29,000  
acres

Mary's Creek / Bear Creek / Ferris Creek

-

Northeast

96

Size:  
14,500  
acres

John Day River

-

Northeast

96

Size:  
4,400  
acres

Youngs River / Klaskanine River / Walluski River

-

Lewis & Clark,  
Olney-  
Wallooskee

96

Size:  
80,300  
acres

Lewis & Clark River

-

Lewis & Clark,  
Olney-  
Wallooskee

96

Size:  
42,800  
acres

Neawanna Creek / Thompson Creek

-

Clatsop Plains,  
Seaside Rural

96

Size:  
4,700  
acres

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Canyon Creek	-	Seaside Rural	96	Size: 2,100 acres
Necanicum River	-	Seaside Rural	96	Size: 30,300 acres
Nehalem River	-	Elsie-Jewell	96	Size: 213,200 acres
Elk Creek	-	Seaside Rural	96	Size: 15,200 acres
Arch Cape Creek / Asbury Creek / Shark Creek / Fall Creek / Red Rock Creek	-	SW Coastal, Seaside Rural	96	Size: 7,100 acres
Clatsop Plains (Skipanon River and Neacoxie Creek)	-	Clatsop Plains	96-97	Not listed

\* See also: Goal 6 - Air, Water, and Land Resources Quality

**Oregon Recreation Trails**

<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Comprehensive Plan Page Reference(s)</u>	<u>Notes</u>
Refer to Goal 8 Recreational Lands			85	

**Wild and Scenic Waterways**

<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Comprehensive Plan Page Reference(s)</u>	<u>Notes</u>
Refer to Goal 8 Recreational Lands			85	

**Ecologically and Scientifically Significant Natural Areas**

**CLATSOP COUNTY COMPREHENSIVE PLAN**

<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Comprehensive Plan Page Reference(s)</u>	<u>Notes</u>
Bradwood Cliffs	T 8N, R 6W, Sections 9 and 16	Northeast	48-61	-
Walker Creek Old Growth Forest	T 6N, R 6W, Sections 7 and 18	Elsie-Jewell	48-61	-
Elsie County Park (aka Nehalem Park or Red Bluff Park)	T 5N, R 7W, Section 32	Elsie-Jewell	48-61	-
David Douglas County Park	T 5N, R 8W, Section 21	Elsie-Jewell	48-61	-
Onion Peak	T 4N, R 10W, Section 22-23	Seaside Rural	48-61	-
Sugarloaf Mountain	T 4N, R 10W, Section 1	Seaside Rural	48-61	-
Kloutchy Creek Park	T 5N, R 10W, Section 14	Seaside Rural	48-61	-
Saddle Mountain State Park	T 6N, R 8W, Sections 28, 29, 32, 33, 24	Seaside Rural	48-61	-
Bradley State Park	T 8N, R 6W, Section 16	Northeast	48-61	-
Oswald West State Park	T4N, R 10W, Section 30-31	SW Coastal	48-61	-

**Wilderness Areas**

<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Comprehensive Plan Page Reference(s)</u>	<u>Notes</u>
Oregon Islands Wilderness	Tillamook Head Rocks; Bird Rocks; Sea Lion Rocks; Haystack Rock; Castle Rock; Jockey Cap; Tim Rock; Gull Rock; Unnamed Rocks located in Section 12, Township 5W, Range 10W	SW Coastal	79	

**Mineral and Aggregate Resources**

<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Comprehensive Plan Page Reference(s)</u>	<u>Notes</u>
Clatsop County - Clifton	T 8N, R 6W, Section 17	Northeast	15-19, 94	Rock
Clatsop County - Big Creek	T 8N, R 7W, Section 29	Northeast	15-19, 94	Gravel
Howard Johnson - US 101	T 5N, R 10W, Section 4	Clatsop Plains	15-19, 94	Rock
Bayview Transit Mix - US 101	T 5N, R 10W, Section 4	Clatsop Plains	15-19, 94	Basalt
George Ordway	T 5N, R 10W, Section 14	Seaside Rural	15-19, 94	Basalt

**CLATSOP COUNTY COMPREHENSIVE PLAN**

<b>Teevin Bros. Logging</b>	T 8N, R 6W, Section 27	Northeast	15-19, 94	Rock
<b>Daren Berg, Humbug Rock</b>	T 5N, R 8W, Section 18	Elsie-Jewell	15-19, 94	Rock
<b>M. Nygaard Logging</b>	T 7N, R 9W, Section 31	Lewis & Clark, Olney- Wallooskee	15-19, 94	Rock
<b>A. Riekkola</b>	T 7N, R 8W, Section 18	Lewis & Clark, Olney- Wallooskee	15-19, 94	Basalt
<b>Tagg</b>	T 7N, R 10W, Section 3	Clatsop Plains	15-19, 94	Sand
<b>Horecny</b>	T 5N, R 9W, Section 23	Seaside Rural	15-19, 94	Rock
Various "Other Sites" are also listed, but are not protected from conflicting uses under Goal 5.		Multiple	15-19, 94	

**Energy Sources**

<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Comprehensive Plan Page Reference(s)</u>	<u>Notes</u>
Refer to Goal 13 Energy Conservation				

**Cultural Areas**

<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Comprehensive Plan Page Reference(s)</u>	<u>Notes</u>
Various archeological sites	"An inventory of 53 known archeological sites is maintained in confidential status at both the Clatsop County Planning Department and the State Historic Preservation Office. Because of the limited number of archeological surveys undertaken, there are undoubtedly other	Multiple	84-85	

undiscovered archeological sites in Clatsop County."

**Historic Areas, Sites, Structures and Objects**

<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Comprehensive Plan Page Reference(s)</u>	<u>Notes</u>
Fort Clatsop National Monument	T 7N, R 10W, Section 35	Lewis & Clark, Olney-Wallooskee	79-84, 93	-
Cannon at Cannon Beach	East side of Hwy 101 between Cannon Beach and Arch Cape	SW Coastal	79-84, 93	-
Tillamook Rock Lighthouse	T 5N, R 11W, Section 1	Seaside Rural	79-84, 93	-
Ecola State Park	T 5N, R 10W, Sections 6, 7, 18 T 5N, R 11W, Sections 1, 12 T 6N, R 10W, Sections 29, 30, 31, 32	Seaside Rural, Clatsop Plains	79-84, 93	-
Lindgren House	T 7N, R 10W, Section 22	Clatsop Plains	79-84, 93	-
R.W. Morrison House (aka Tagg Place)	T 7N, R 10W, Section 4	Clatsop Plains	79-84, 93	-
Clatsop Plains Memorial Church	T 7N, R 10W, Section 4	Clatsop Plains	79-84, 93	-
Clatsop Plains Cemetery	T 7N, R 10W, Section 4	Clatsop Plains	79-84, 93	-
The Mill Site of the Falls Pulp Company	T 7N, R 10W, Section 27	Lewis & Clark, Olney-Wallooskee	79-84, 93	-
The Shepherd and Morse Sawmill Site	T 8N, R 6W, Section 36	Northeast	79-84, 93	-
Westport Log Tunnel	T 8N, R 6W, Section 36	Northeast	79-84, 93	-

**Open Space**

<u>Resource Description</u>	<u>Location</u>	<u>Planning Area</u>	<u>Comprehensive Plan Page Reference(s)</u>	<u>Notes</u>
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**General Open Space**

Forest lands, agricultural lands, All  
estuarine areas, Pacific Ocean  
and adjacent beaches.

8-9

Forest  
and  
agricultur  
al land  
comprise  
95% of  
the  
County's  
land  
area.

**Parks, wildlife refuges, natural areas, specific scenic sites, and fresh water wetlands**

Countywide

All

8-9

These  
categor  
ies are  
addresse  
d in the  
correspo  
nding  
section(s  
) of Goal  
5 and  
Goal 8.

**Areas provided in conjunction with a specific development, usually residential.**

Countywide

All

8-9

Subdivisi  
ons in  
the  
Clatsop  
Plains  
area are  
required  
to have  
clustered  
lots in  
order to  
maintain  
open  
space  
values.



<b>Outstanding Scenic Views and Sites</b>				
<b>Resource Description</b>	<b>Location</b>	<b>Planning Area</b>	<b>Comprehensive Plan Page Reference(s)</b>	<b>Notes</b>
<b>Box Canyon</b>	T 6N, R 10W, Section 13 and T 6N, R 9W, Sections 18-19	Lewis & Clark, Olney- Wallooskee and Seaside Rural	62-69	-
<b>Knappa Gorge at Big Creek</b>	T 8N, R 7W, Sections 28, 29, 32, 33	Northeast	62-69	-
<b>Gnat Creek Falls</b>	T 7N, R 6W, Section 6	Northeast	62-69	-
<b>Plympton Creek Falls</b>	T 7N, R 6W, Sections 2 and 11	Northeast	62-69	-
<b>Fall Creek Falls</b>	T 4N, R 8W, Section 20	Seaside Rural	62-69	-
<b>Youngs River Falls</b>	T 7N, R 8W, Section 27	Lewis & Clark, Olney- Wallooskee	62-69	-
<b>Nehalem River from Cronin to Gorge Creek</b>	T 4N, R 8W	Elsie-Jewell	62-69	-
<b>Lewis and Clark Rd above Thompson Falls</b>	T 6N, R 10W, Section 14	Clatsop Plains	62-69	-
<b>U.S. Hwy 101 Scenic Corridor</b>	Cannon Beach Junction to Silver Point	Seaside Rural, SW Coastal	62-69	-
<b>Westport - Scenic Conservancy, Hwy Corridor</b>	T 8N, R 6W, Sections 35, 36	Northeast	62-69	-
<b>Hwy 53 - Scenic Conservancy, Hwy Corridor</b>	T4N, R 9W, Sections 20, 27	Seaside Rural	62-69	-
<b>North Fork Nehalem River - Scenic Conservancy, River Corridor</b>	T 4N, R 9W, Section 25 and T 4N, R 8W, Sections 19, 20	Seaside Rural	62-69	-

## CURRENT CONDITIONS

### RIPARIAN CORRIDORS

Riparian areas, similar to the functions of wetlands, provide habitat for nursery salmonids; and they absorb and can hold carbon. Clatsop County’s existing and acknowledged Goal 5 element does not contain an inventory of any riparian corridors. Clatsop County has, however, adopted a shoreland overlay that requires a 50-foot buffer from significant estuarine and coastal shorelands identified in Goals 16 and 17. The County has also adopted standards related to the protection of riparian vegetation in Section 6.5000, LAWDUC. Oregon Administrative Rule (OAR) 660-023-0250, adopted in 1996, requires local governments to amend acknowledged plans and land use regulations during periodic review. Because the County is no longer subject to mandatory periodic review requirements, an inventory for this resource has not been developed, and the rule otherwise does not impose a deadline on the county to conduct an inventory. No new riparian inventories are proposed as part of this comprehensive plan update and the County will continue to provide riparian protections to the waterways and water bodies identified in Goals 16 and 17.

### WETLANDS RESOURCES

Wetlands provide habitat for nursery salmonids; and they absorb and can hold carbon. Clatsop County supports the beneficial use of all water areas within the County, including:

- domestic water supply
- fishing
- industrial water supply
- boating
- irrigation
- water contact recreation
- livestock watering
- aesthetic quality
- fish and aquatic life
- hydropower
- wildlife and hunting
- commercial navigation and transportation
- non-use
- critical habitat for salmonids

OAR 660-023-0100 requires local governments to notify the Oregon Department of State Lands when development permit applications or other land use permit applications are submitted that may affect wetlands. On lands outside of Urban Growth Boundaries (UGB) or in Urban Unincorporated Communities, local jurisdictions are required to determine the need for Department of State Lands (DSL) notification based on the Statewide Wetland Inventory (SWI). Counties are not required to amend their comprehensive plan to add or amend a list of locally-significant wetlands. If a county chooses to conduct a local wetland inventory

## CLATSOP COUNTY COMPREHENSIVE PLAN

and protect locally significant wetlands, the process steps described for areas inside UGBs apply.

In 1983, Duncan Thomas prepared a report entitled *Significant Shoreland and Wetland Habitats in the Clatsop Plains*. This report identified 58 significant wetlands, primarily within the Clatsop Plains planning area. That initial report and list was further reviewed and subsequently the nine sites shown on Table 1 were included as Goal 5 locally-significant wetlands. In 2020, Clatsop County contracted with the Columbia River Estuary Study Taskforce (CREST) to prepare an updated report – *Clatsop County Significant Wetlands; Wetland and Riparian Inventory in Unincorporated Clatsop County*. The County may utilize the information in the 2020 CREST report as a basis for future identification of locally-significant wetlands and development of appropriate local protection program elements.

### WILDLIFE HABITAT

Clatsop County is historically an area of rich, abundant rivers and forests. Fish and wildlife are among the county's major attributes. Two state agencies' missions include monitoring and protection of fish and wildlife areas and habitats:

- The Oregon Department of Forestry (ODF) administers the Forest Practices Act (FPA), which sets standards for all commercial activities involving the establishment, management, or harvesting of trees on Oregon's forestlands. Key elements of the act are aimed at protection of water resources. Regulations require landowners to leave forested buffers and other vegetation along streams, wetlands, and lakes to protect water quality and fish and wildlife habitat. Timber harvesting, road building, and chemical use are restricted near streams, rivers, lakes, and wetlands. Wildlife protection practices include timing of operation, leaving nesting habitat for birds, bats and other mammals, and modifying harvest activities to protect sensitive areas used by species identified as sensitive, threatened, or endangered.
- More substantially, the Oregon Department of Fish and Wildlife's (ODFW) programs and authorities are covered in Chapter 635 of the Oregon Administrative Rules. Divisions under Chapter 635 are vast in scope and address topics that range from tax incentives, fishing seasons, hatchery management, harvest licensing and seasons, to enhancement programs, wildlife rehabilitation, conservation programs and wildlife management programs.

Per OAR 660-023-0110, "wildlife habitat" is defined as an area upon which wildlife depend in order to meet their requirements for food, water, shelter, and reproduction. Examples include wildlife migration corridors, big game winter range, and nesting and roosting sites. The county is required to obtain current habitat inventory information from ODFW for the following:

- Threatened, endangered, and sensitive wildlife species habitat information;
- Sensitive bird site inventories; and
- Wildlife species of concern and/or habitats of concern identified and mapped by ODFW

If the County chooses to update its Goal 5 program for wildlife habitat, it would be required to follow the standard procedures and requirements of OAR 660-023-0100 or 660-023-0030 for inventory work and 660-023-0040 and 660-023-0050 for developing a program to protect significant resource sites.

## CLATSOP COUNTY COMPREHENSIVE PLAN

The County must also coordinate with ODFW and should consult with appropriate federal agencies when adopting programs intended to protect species listed under the US Endangered Species Act.

The current comprehensive plan identifies the following fish and wildlife habitats:

- **Major Big Game Range:** That portion of the county which supports the majority of big game. In general, these lands are sparsely developed forest lands.
- **Peripheral Big Game Range:** Foothill areas of the county, generally located between commercial forest lands and productive agricultural lands.
- **Excluded Big Game Range:** Developed areas that are only occasionally used by big game.
- **Upland Game Birds (grouse, mountain quail, band-tailed pigeons):** Generally, corresponds with Major and Peripheral Big Game Range and includes riparian areas and mineral springs and other watering areas. See also: Sensitive Bird Habitat Overlay District (SBHO) in the Land and Water Development and Use Code.
- **Waterfowl:** Estuarine and coastal shoreland areas; water areas; riparian areas.
- **Furbearers and Hunted Non-Game Wildlife (aquatic species – beaver, muskrat, mink; terrestrial species – skunk, bobcat, coyote):** Aquatic furbearers: estuarine and coastal shoreland habitat; riparian areas; Terrestrial furbearers: areas considered Major and Peripheral Big Game Range.
- **None-game Wildlife (eagles, hawks, osprey, herons):** Refer to SBHO and map.
- **Snowy Plover:** Sparsely vegetated, active dune areas just inland from the high tide line; beach from Necanicum River north to Columbia River. See also: SBHO.
- **Fish Habitat:** All rivers and streams with a perennial flow; non-coastal shoreland lakes (including Big Creek Pond, Fishhawk Lake, Lost Lake 1, Lost Lake 2, Spruce Run Lake, Riverside Lake, Quartz Lake, Soapstone Lake, Carnahan Lake, and Cullaby Lake); riparian areas along rivers, streams, and lakes.

Specific standards designed to minimize impacts to Major and Peripheral Big Game Habitat were adopted into the county's zoning code and development standards.

### ***Threatened and Endangered Species***

The Federal Endangered Species Act (ESA) was passed in 1973. The ESA helps to stabilize populations of species at risk of extinction. A primary focus of the ESA is to conserve the habitats upon which threatened and endangered species depend. Additionally, land use planning in Clatsop County can be used to protect wildlife habitat and improve species populations. Local governments can be held liable under the ESA if permits issued by that local government result in killing or harming a listed species so that it cannot continue to survive or reproduce. This is known as a "take". In some instances, destruction of habitat can result in a take.

The State of Oregon and the federal government maintain separate lists of Threatened and Endangered species. Under ORS 496.171-496.192, the Fish and Wildlife Commission, through the Oregon Department of Fish and Wildlife (ODFW), maintains a list of native wildlife species in Oregon that have been determined to be either "threatened" or "endangered". Per information from ODFW

## CLATSOP COUNTY COMPREHENSIVE PLAN

released in July 2021, the following Threatened, Endangered, and Candidate Fish and Wildlife Species have been identified in Oregon:

TABLE 2: THREATENED, ENDAGERED, AND CANDIDATE FISH AND WILDLIFE SPECIES			
Common Name	Scientific Name	State Status*	Federal Status
<b>FISH</b>			
Bull Trout (range-wide)	<i>Salvelinus confluentus</i>		T
Columbia River Chum Salmon	<i>Oncorhynchus keta</i>		T
Green Sturgeon (Southern DPS)	<i>Acipenser medirostris</i>		T
Hutton Spring Tui Chub	<i>Siphateles bicolor ssp</i>	T	T
Lahontan Cutthroat Trout	<i>Oncorhynchus clarki henshawi</i>	T	T
Lost River Sucker	<i>Deltistes luxatus</i>	E	E
Lower Columbia River Chinook Salmon	<i>Oncorhynchus tshawytscha</i>		T
Lower Columbia River Coho Salmon	<i>Oncorhynchus kisutch</i>	E	T
Lower Columbia River Steelhead	<i>Oncorhynchus mykiss</i>		T
Middle Columbia River Steelhead	<i>Oncorhynchus mykiss</i>		T
Oregon Coast Coho Salmon	<i>Oncorhynchus kisutch</i>		T
Pacific Eulachon/Smelt (Southern DPS)	<i>Thaleichthys pacificus</i>		T
Shortnose Sucker	<i>Chasmistes brevirostris</i>	E	E
Snake River Chinook Salmon (Fall)	<i>Oncorhynchus tshawytscha</i>	T	T
Snake River Chinook Salmon (Spring/Summer)	<i>Oncorhynchus tshawytscha</i>	T	T
Snake River Sockeye Salmon	<i>Oncorhynchus nerka</i>		E
Snake River Steelhead	<i>Oncorhynchus mykiss</i>		T
Southern Oregon/Northern California Coast Coho Salmon	<i>Oncorhynchus kisutch</i>		T
Upper Columbia River Spring Chinook Salmon	<i>Oncorhynchus tshawytscha</i>		E
Upper Columbia River Steelhead	<i>Oncorhynchus mykiss</i>		T
Upper Willamette River Chinook Salmon	<i>Oncorhynchus tshawytscha</i>		T
Upper Willamette River Steelhead	<i>Oncorhynchus mykiss</i>		T
Warner Sucker	<i>Catostomus warnerensis</i>	T	T

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AMPHIBIANS AND REPTILES			
Green Sea Turtle	<i>Chelonia mydas</i>	E	T
Leatherback Sea Turtle	<i>Dermochelys coriacea</i>	E	E
Loggerhead Sea Turtle	<i>Caretta</i>	T	E
Olive Ridley Sea Turtle	<i>Lepidochelys olivacea</i>	T	T
Oregon Spotted Frog	<i>Rana pretiosa</i>		T
BIRDS			
California Brown Pelican	<i>Pelecanus occidentalis californicus</i>	E	
California Least Tern	<i>Sternula antillarum browni</i>	E	E
Marbled Murrelet	<i>Brachyramphus marmoratus</i>	E	T
Northern Spotted Owl	<i>Strix occidentalis caurina</i>	T	T
Short-tailed Albatross	<i>Phoebastria albatrus</i>	E	E
Streaked Horned Lark	<i>Eremophila alpestris strigata</i>		T
Western Snowy Plover	<i>Charadrius nivosus nivosus</i>	T	T (Pacific Coast population DPS)
Yellow-billed Cuckoo (Western DPS)	<i>Coccyzus americanus</i>		T
MAMMALS			
Blue Whale	<i>Balaenoptera musculus</i>	E	E
Canada Lynx	<i>Lynx canadensis</i>		T
Columbian White-tailed Deer (Columbia River DPS)	<i>Odocoileus virginianus leucurus</i>		T
Fin Whale	<i>Balaenoptera physalus</i>	E	E
Gray Whale	<i>Eschrichtius robustus</i>	E	
Humpback Whale	<i>Megaptera novaeangliae</i>	E	E
Killer Whale (Southern Resident DPS)	<i>Orcinus orca</i>		E
Kit Fox	<i>Vulpes macrotis</i>	T	
North Pacific Right Whale	<i>Eubalaena japonica</i>	E	E
Red Tree Vole (North Oregon Coast DPS)	<i>Arborimus longicaudus</i>		C
Sea Otter	<i>Enhydra lutris</i>	T	T
Sei Whale	<i>Balaenoptera borealis</i>	E	E

## CLATSOP COUNTY COMPREHENSIVE PLAN

Sperm Whale	<i>Physeter macrocephalus</i>	E	E
Washington Ground Squirrel	<i>Uroditellus washingtoni</i>	E	
Wolverine	<i>Gulo gulo</i>	T	

(T= Threatened, E= Endangered, C= Candidate, DPS= Distinct Population Segment)

\* Listed under the Oregon Endangered Species Act (ORS 496.171 through 496.192); Revised July, 2021

Listings of threatened or endangered invertebrates is overseen by the U.S. Fish and Wildlife Service and the Oregon Biodiversity Information Center (ORBIC), which is based at Portland State University. The list of rare, threatened and endangered species is updated every two to three years, with the last update released in July 2019. This report has inventoried the following invertebrate species in Clatsop County:

TABLE 3: THREATENED OR ENDANGERED INVERTEBRATES				
SCIENTIFIC NAME	COMMON NAME	S_RANK	ODFW_STRAT	HP_LIST
<i>Danaus plexippus</i> <i>pop. 1</i>	Monarch - California overwintering population	S1S2B	Strategy species	1
<i>Margaritifera falcata</i>	Western pearlshell (mussel)	S3		2
<i>Bombus fervidus</i>	Yellow bumblebee	S3S4		3
<i>Anodonta oregonensis</i>	Oregon floater (mussel)	S3?		2
<i>Bombus suckleyi</i>	Suckley's cuckoo bumblebee	S1?		1
<i>Anodonta nuttalliana</i>	Winged floater (mussel)	S2?	Strategy species	3
<i>Speyeria cybele pugetensis</i>	Puget Sound fritillary	S3?	Strategy species	3
<i>Megomphix hemphilli</i>	Oregon megomphix (snail)	S3		4
<i>Fluminicola virens</i>	Olympia pebblesnail	S2		2
<i>Bombus caliginosus</i>	Obscure bumblebee	S2?		3
<i>Tanypteryx hageni</i>	Black petaltail	S3?	Strategy species	4
<i>Pristiloma johnsoni</i>	Broadwhorl tightcoil (snail)	S3		3
<i>Lycaena mariposa junia</i>	June's copper	S1?		2
<i>Anodonta californiensis</i>	California floater (mussel)	S2	Strategy species	3

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<i>Vorticifex neritoides</i>	Nerite ramshorn (snail)	SH		1
<i>Physella columbiana</i>	Rotund physa (snail)	SH		1
<i>Bembidion tigrinum</i>	Cryptic beach carabid beetle	S4		3
<i>Fluminicola fuscus</i>	Columbia pebblesnail	S1		2
<i>Speyeria zerene hippolyta</i>	Oregon silverspot (butterfly)	S1	Strategy species	1
<i>Polites sonora siris</i>	<b>Sonora skipper (butterfly)</b>	S3?		3
<i>Pristiloma pilsbryi</i>	<b>Crowned tightcoil (snail)</b>	S1		1
<i>Hemphillia glandulosa</i>	<b>Warty jumping-slug</b>	S1?		3

The most widely used NatureServe rank in the United States are the State Ranks, which describe the rarity of a species within each state's boundary. These State Ranks begin with the letter "S". Global, National, and State ranks all use a 1-5 ranking system, summarized below:

- 1 = Critically imperiled because of extreme rarity or because it is somehow especially vulnerable to extinction or extirpation, typically with 5 or fewer occurrences.
- 2 = Imperiled because of rarity or because other factors demonstrably make it very vulnerable to extinction (extirpation), typically with 6-20 occurrences.
- 3 = Rare, uncommon or threatened, but not immediately imperiled, typically with 21-100 occurrences.
- 4 = Not rare and apparently secure, but with cause for long-term concern, usually with more than 100 occurrences.
- 5 = Demonstrably widespread, abundant, and secure.
- H = Historical Occurrence, formerly part of the native biota with the implied expectation that it may be rediscovered.
- X = Presumed extirpated or extinct.
- U = Unknown rank.
- ? = Not yet ranked or assigned rank is uncertain.

The Native Plant Conservation Program, operated by the Oregon Department of Agriculture, oversees the conservation and management of Oregon's listed plant species. Statewide, there are 59 protected plants. In Clatsop County, the following plant species have been listed:

TABLE 4: PROTECTED PLANTS			
ENDANGERED		THREATENED	
Common Name	Scientific Name	Common Name	Scientific Name
Pink Sandverbena	<i>Abronia umbellata</i>	Nelson's checkermallow	<i>Sidalcea Nelsoniana</i>

\*Source: Oregon Department of Agriculture, August 27, 2016

Under federal law, the U.S. Fish and Wildlife Service (USFWS) and the National Oceanic and Atmospheric Administration (NOAA) share responsibility for implementing the federal Endangered Species Act of 1973, with USFWS overseeing terrestrial and freshwater species and NOAA having responsibility for marine and anadromous species.

### **Clatsop Plains Elk Project**

In April 2019, Governor Kate Brown designated the Clatsop Plains Elk Collaborative as an Oregon Solutions Project. The Governor designated Warrenton Mayor Henry Balensifer and Seaside Mayor Jay Barber as co-conveners of the project and Oregon Solutions formed a project team of 26



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members consisting of key stakeholders, private landowners, state agency staff, local community and government leaders, academics, Governor’s Regional Solutions staff, and area non-profit representatives to focus on the goals of reducing conflict between elk-human interactions, increasing safety, and promoting cohabitation between elk and people in the Clatsop Plains area.

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

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

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

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

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

The work of these four sub-committees culminated in a Declaration of Cooperation, which was signed by Clatsop County on September 1, 2021. By signing the Declaration, the County committed to undertaking the following actions:

- Pass a “no feeding” ordinance for unincorporated areas west of Highway 101
- Assist in the guidance and education of residents and tourists regarding elk safety, landscaping, and best practices for pets; support the development of content, printed materials, and community outreach.
- Conduct community outreach and education to assist residents when making elk fencing options
- Identify land to be maintained in an undeveloped state for the purpose of creating wildlife corridors, open space requirements for subdivisions, and other practices that will decrease pressure on elk habitat. Build necessary partnerships for support and implementation.
- Review subdivision ordinances, develop educational campaigns, and work with private property owners to build support for requiring minimum open space requirements and regulations that provide adequate elk habitat and forage within and between adjacent developments.
- Integrate land use issues regarding the Clatsop Plains Elk Collaborative into the Clatsop County Comprehensive Plan update process. Use the Clatsop Plains Elk Collaborative Declaration of

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Cooperation as consideration and guidance for zoning code discussions (open space requirements, locations, designs) and density transfer discussions.

- Develop and implement an informal process of coordinating with and notifying developers and private landowners of the presence of elk in areas they may be converting from a more natural state to residential or commercial use. An informal process might include:
  - Ensuring that developers and land owners are aware of wildlife buffers and other land use recommendations from the Clatsop Plains Elk Collaborative
  - Providing an additional disclaimer on over-the-counter building permits to advise applicants of the possible presence of elk
  - Providing mapping of wildlife areas in conjunction with notifications
  - Working with real estate agents to build support for notifying potential buyers of the presence of wildlife where they are buying a home or setting up a business
- Provide ODFW with copies of all public notices for conditional use permits, even in areas not officially designated as Big Game Habitat
- Assist in education and outreach, in coordination with Warrenton and Gearhart, to inform the public and local officials on the relationship between land use planning and wildlife interactions
- House and administer GIS data for the Clatsop Plains Elk Collaborative map
- Review the County's density transfer program and adjust as needed to disperse density transfers throughout appropriate areas of unincorporated Clatsop County
- Support requests for culling permits made by cities within the Clatsop Plains area that would be conducted on unincorporated land outside of city limits when the elk are understood to be biologically attached to the city making the request. This does not require a formal resolution.
- Consider passing a formal resolution for a culling permit from ODFW when requests are made by private entities for elk on unincorporated land that are not biologically attached to a city.

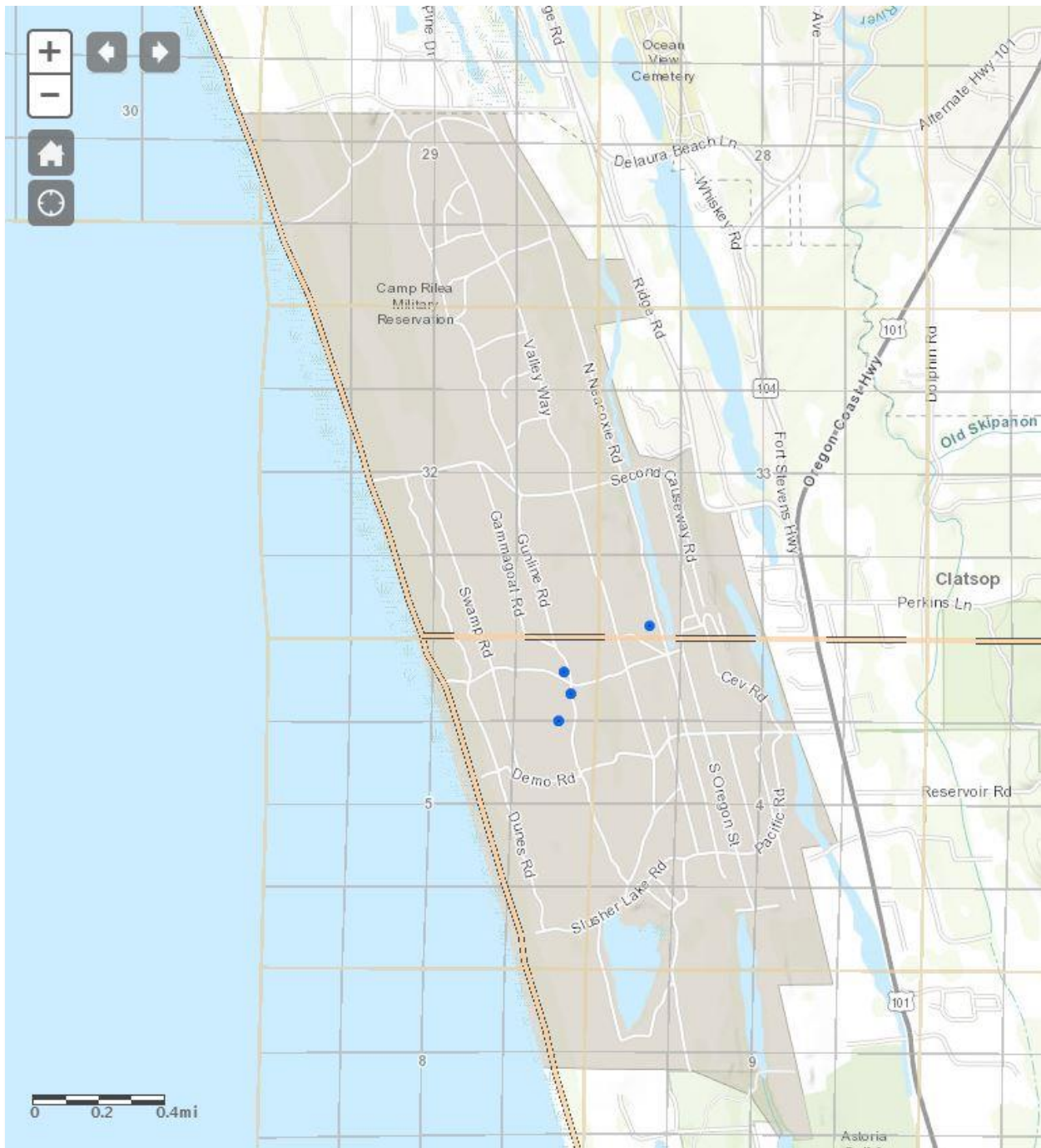
### GROUNDWATER RESOURCES

OAR 660-023-0140 defines "Groundwater" as "any water, except capillary moisture, beneath the land surface or beneath the bed of any stream, lake, reservoir, or other body of surface water." While Statewide Planning Goal 5 specifically calls out groundwater resources as a required inventory, policies related to or affecting groundwater resources are found in several goals throughout the comprehensive plan, as well as in the individual community plans for each planning area. In addition to the inventoried wetlands and fish and wildlife habitats included in Goal 5, 15 distinct groundwater resources are also listed as inventoried groundwater resources on Table 1.

In Oregon, the Department of Environmental Quality (DEQ) has the primary responsibility for groundwater protection. DEQ, in coordination with the Oregon Health Authority's Drinking Water Program, the Oregon Water Resources Department, and the Oregon Department of Agriculture implement the majority of federal and state programs related to groundwater. Per information from

# CLATSOP COUNTY COMPREHENSIVE PLAN

the Oregon Water Resources Department there are four observation wells currently located at Camp Rilea.



**Current observation wells at Camp Rilea. Source: Oregon Water Resources Department**

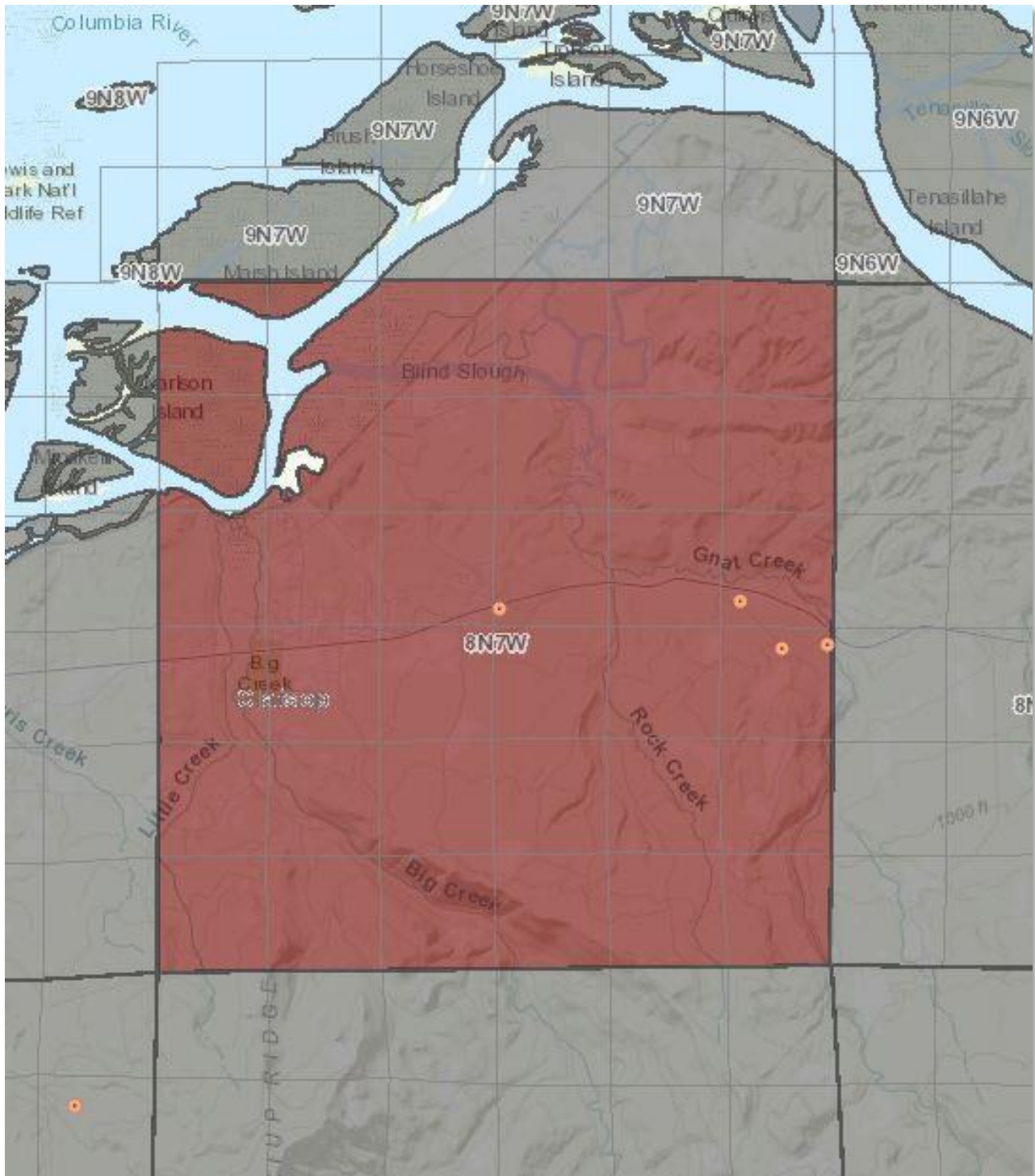
The Oregon Water Resources Department has identified a portion of the Clatsop Plains planning area where limited groundwater yield has been noted as a groundwater resource concern. The areas around Big Creek and Gnat Creek have been identified as an area of significant concern.

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**Area of limited groundwater yield. Source: Oregon Water Resources Department**

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Area of significant concern. Source: Oregon Water Resources Department

## ***Groundwater and Drinking Water***

While some drinking water districts obtain their supply from groundwater sources, surface water also plays a significant role as a drinking water resource. Clatsop County is developing a mapping layer on the GIS WebMaps tool to identify drinking water district watershed boundaries. **Table 5**, below is a

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list of 32 active public water systems in Clatsop County. These systems draw on both ground and surface water for the supply. Per information from the Oregon Health Authority (OHA), which inventories these systems, these active systems provide water to an estimated 40,693 people. Both groundwater and surface water systems are susceptible to contamination from chemicals, road runoff, and illegal dumping.

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TABLE 5: ACTIVE DRINKING WATER SYSTEMS, CLATSOP COUNTY							
PWS ID	PWS Name	Regulating Agency	System Type	Owner Type	Connections	Population Served	Primary Source
OR4100802	ARCH CAPE WATER DISTRICT	State - Reg 1	C	Local Government	293	150	SW
OR4100055	ASTORIA, CITY OF	State - Reg 1	C	Local Government	4,076	9,802	SW
OR4100054	BURNSIDE WATER ASSOCIATION	County	C	Private	112	315	SWP
OR4194481	CAMP 18	County	NC	Private	5	69	GW
OR4195443	CAMP RILEA	County	NTNC	State Government	75	136	GW
OR4100164	CANNON BEACH, CITY OF	State - Reg 1	C	Local Government	1,781	1,710	GW
OR4100044	CANNON VIEW PARK INC	County	NC	Private	50	75	GW
OR4100804	ELDERBERRY NEHALEM WS	County	C	Private	60	140	GW
OR4100805	EVERGREEN ACRES	County	C	Private	47	100	GW
OR4100045	FALCON COVE BEACH WD	County (Tillamook)	C	Local Government	92	200	GW
OR4100059	FERNHILL COMMUNITY WTR SYSTEM	County	C	Private	91	300	SWP
OR4100124	FISHHAWK LAKE RESERVE AND COMMUNITY	State - Reg 1	C	Private	250	350	SW
OR4100318	GEARHART WATER DEPARTMENT	County	C	Local Government	1,400	1,465	SWP
OR4190416	GEORGIA PACIFIC CO LLC WAUNA	State - Reg 1	NTNC	Private	1	700	SW
OR4194157	HAMLET QUICK-STOP	State - Reg 1	NC	Private	1	30	SW
OR4190531	JEWELL SCHOOL DISTRICT #8	State - Reg 1	NTNC	Local Government	10	200	GU
OR4100060	JOHN DAY WATER DISTRICT	County	C	Private	101	350	SWP
OR4100061	KNAPPA WATER ASSOCIATION	County	C	Private	574	1,800	GW
OR4195297	ODF NORTHRUP CREEK HORSE CAMP HP	County	NC	State Government	1	55	GW
OR4190762	ODF SPRUCE RUN PARK HP	County	NC	State Government	1	40	GW
OR4191097	ODOT HD SUNSET SPRINGS RA	County	NC	State Government	3	500	GW
OR4100057	OLNEY-WALLUSKI WATER ASSN	County	C	Private	233	530	SWP
OR4190413	ONEYS RESTAURANT/LOUNGE	County	NC	Private	6	60	GW
OR4191007	OPRD BRADLEY STATE WAYSIDE	County	NC	State Government	2	383	GW
OR4100799	SEASIDE WATER DEPARTMENT	State - Reg 1	C	Local Government	3,500	6,400	SW
OR4100800	STANLEY ACRES WATER ASSN	County	C	Private	112	315	SWP
OR4100933	SUNSET LAKE RV PARK	County	C	Private	100	170	GW
OR4100932	WARRENTON, CITY OF	State - Reg 1	C	Local Government	3,539	9,100	SW
OR4100951	WAUNA WATER DISTRICT	County	C	Local Government	68	188	GW
OR4100195	WESTPORT HEIGHTS	County	C	Private	40	90	GW
OR4100950	WESTPORT WATER ASSOCIATION	County	C	Private	165	550	GWP
OR4100063	WICKIUP WATER DISTRICT	State - Reg 1	C	Private	636	1,590	SW
OR4100058	WILLOW DALE WATER DISTRICT	County	C	Local Government	125	300	SWP
OR4100062	YOUNGS RIVER LEWIS & CLARK WD	State - Reg 1	C	Local Government	1,004	2,530	SW
TOTAL					18,554	40,693	

Source: Oregon Health Authority, Drinking Water Data Online, 2021

**System Classification:**

**C = Community Water System:** A water system that has 15 or more service connections used by year-round residents, or that regularly supplies drinking water to 25 or more year-round residents. Examples are cities, towns, subdivisions, and mobile home parks.

**NTNC = Non-Transient Non-Community Water System:** A water system that supplies water to 25 or more of the same people at least six months per year in places than their residences. Examples include schools, hospitals, and work places.

Agenda Item #2.

**TNC = Transient Non-Community Water System:** A water system that provides water to 25 or more persons in a place where people do not remain for long periods of time, such as a restaurant or campground.

**NP = Non-EPA (State Regulated) Water System ("Non-Public"):** A water system that provides water to small residential communities between 4 and 14 connections, or serves from 10 to 24 persons a day at least 60 days a year, or is licensed by the Health Division or delegate county health department but is not a Transient Water System.

**W = Wholesale System:** A water system that produces finished water and delivers all of that finished water to one or more public water systems.

**Agency:**

Who has primary responsibility to provide oversight and help to the water system

S = Oregon Health Authority

A = Department of Agriculture

C = Local county health department

**Source Type/Primary Source:**

GW = Groundwater (wells, springs).

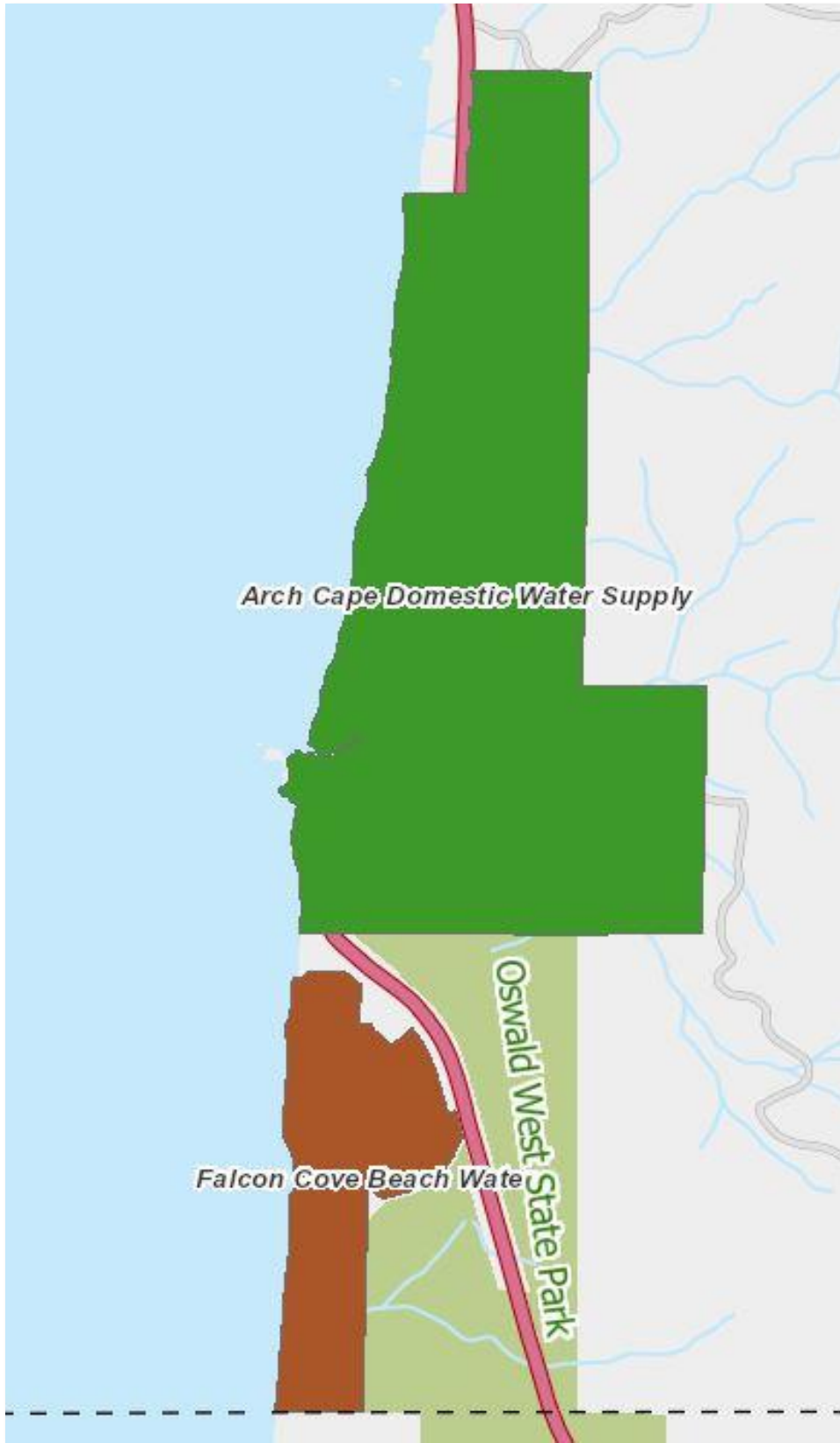
SW = Surface water (e.g., rivers, lakes, creeks).

GU = Groundwater under direct influence of surface water (GWUDI). GWUDI refers to groundwater sources located close enough to nearby surface water to receive direct surface water recharge.

GWP = Purchases water from another water system that uses ground water only.

SWP = Purchases water from another water system that uses surface water or surface water and ground water mixed.

GUP = Purchases water from another water system that uses GWUDI or GWUDI and ground water mixed.



Arch Cape and Falcon Cove Beach Water Districts  
Source – Clatsop County GIS

**Surface Water Districts:** Water is provided directly from runoff in rivers and creeks. There is a higher potential for surface water to come in contact with pollutants than naturally-filtered ground water. It is generally used by public or larger private/community water districts who have the ability to process and treat the water to meet water quality standards. These districts include the Arch Cape Water District, the Youngs River/Lewis and Clark Water District, and the City of Astoria Water District.

**Ground Water Districts:** Water is supplied from aquifers and wells. In Clatsop County, it is generally smaller districts and individual landowners who provide this type of water access. These districts include the Wauna Water District, Sunset Lake RV Park, and the Knappa Water Association. The Oregon Health Authority also oversees several smaller community water districts such as the one at Elderberry.

**Individual and Small Group Systems:** In addition to residents and businesses served by water districts, many households



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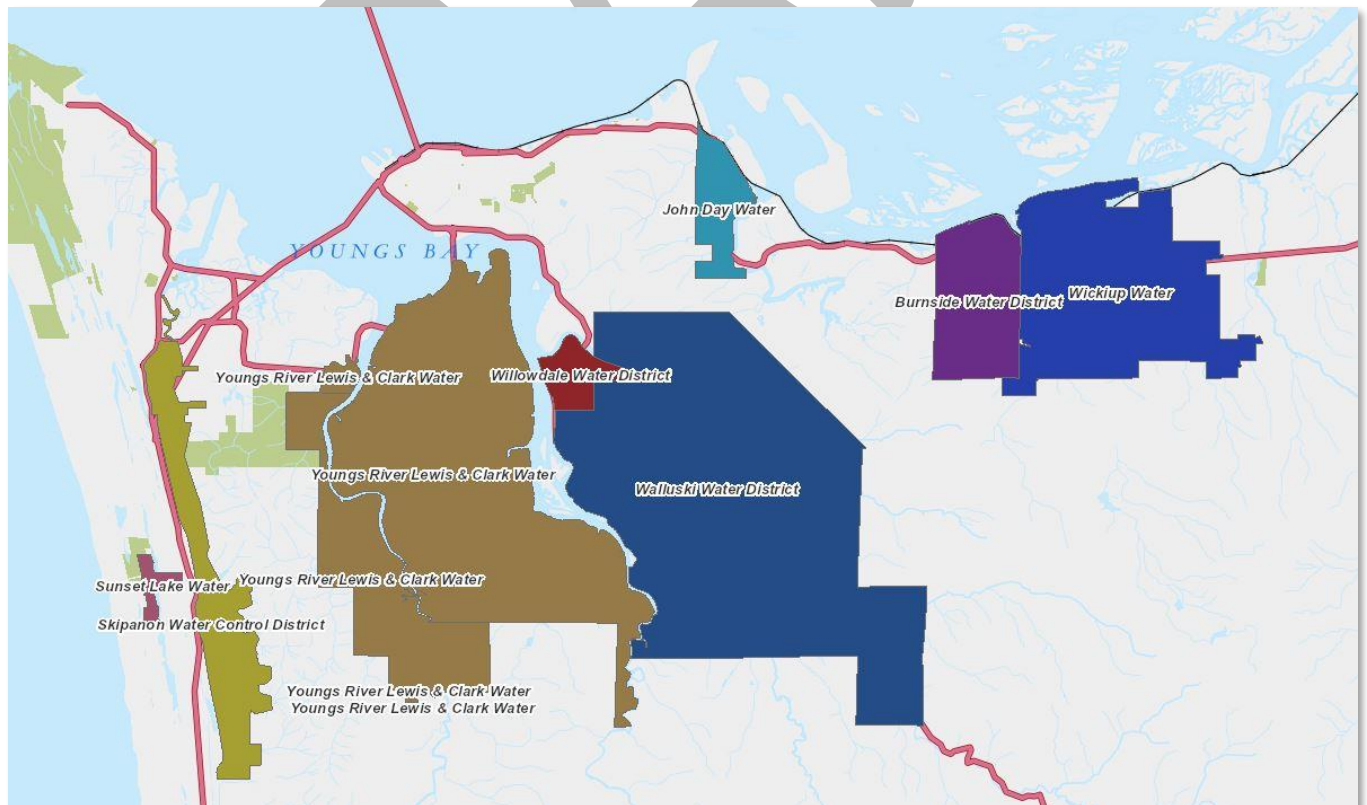
Wauna Water District: Source – Clatsop County GIS

and the quality of the Clatsop Plains Aquifer.

outside those districts are served by individual or small group water systems. These systems are vulnerable to drought, climate change, and contamination. These vulnerabilities may be accentuated by a lack of testing, impacts from activities on adjacent properties, and lack of expertise to maintain the systems.

During the citizen advisory committee meetings on ground water resources, many committee members addressed the issue of groundwater and surface water pollution and the cumulative impacts of existing and new development. Another common concern raised during these meetings related to the impacts of wildfire and climate change on groundwater resources and aquifer recharge areas. The Clatsop Plains CAC also noted the need to protect both the quantity

The Board of Clatsop County Commissioners recognized those concerns during the development of



North County Water Districts: Source – Clatsop County GIS

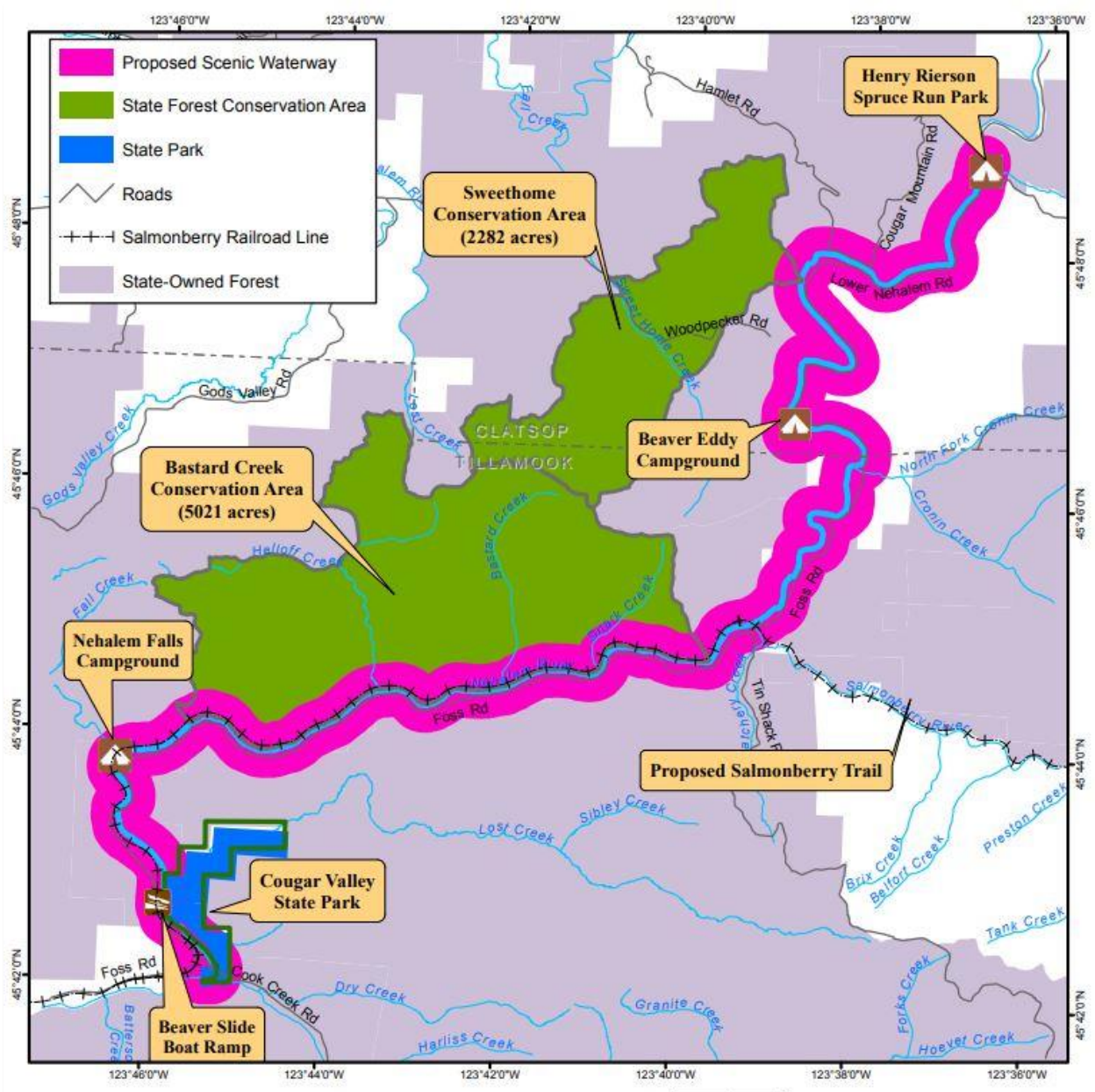
their

# CLATSOP COUNTY COMPREHENSIVE PLAN

initial 2020 Strategic Plan. The FY 2023-24 priorities update to this strategic plan also include the Tier 3 priority of continuing to engage with local watershed councils to identify how to support their work. It is estimated that resulting support plan will be completed in December 2024.

## STATE SCENIC WATERWAYS

OAR 660-023-0130 requires local governments to amend acknowledged plans and land use regulations to address any Oregon Scenic Waterway (OSW) and associated corridor that is not addressed by the plan. A 17.5-mile section of the Nehalem River was designated as a State Scenic Waterway in June 2019. Approximately ¼ of this section is located in Clatsop County, while the rest is in Tillamook County.



Source: Oregon Forest Conservation Coalition

## CLATSOP COUNTY COMPREHENSIVE PLAN

Per OAR 660-023-0130(4), no later than the next time the County is subject to periodic review, the County must either adopt a Goal 5 program for this segment of the Nehalem River by conducting an Economic, Social, Environmental and Energy (ESEE) analysis to identify consequences that could result from a decision to allow, limit, or prohibit a conflicting use on or adjacent to this resource. Alternatively, the County may adopt a “safe harbor” approach, which would require the County to adopt implementing ordinances necessary to carry out the Nehalem River Scenic Waterway Management Plan that has been approved by the Oregon Parks and Recreation Commission. The management plan rules are set forth in OAR 736-040-0120.

### FEDERAL WILD AND SCENIC RIVERS

Local governments are required to amend acknowledged comprehensive plans and land use regulations to address any federal Wild and Scenic River (WSR) and associated corridor established by the federal government that is not addressed by the acknowledged plan. While WSRs are required to be designated as significant Goal 5 resources, they are not subject to the full Goal 5 inventory process, economic-social-environmental-energy consequences analysis (ESEE), or development of implementing ordinances.

There currently are no designated or pending WSRs within Clatsop County.

### OREGON RECREATIONAL TRAILS

Pursuant to OAR 660-023-0150, “recreation trail” means an Oregon Recreation Trail designated by rule adopted by the Oregon Parks and Recreation Commission (OPRC). Recreation trails are designated by OPRC in cooperation with local governments and private land owners. Local governments are not required to inventory recreation trails under OAR 660-023-0030. Instead, local governments are required to designate all recreation trails designated by OPRC as significant Goal 5 resources. As each jurisdiction’s comprehensive plan is updated, the local government must amend its plan to recognize any recreation trails designated by OPRC subsequent to acknowledgment or a previous periodic review.

Designated trails in Clatsop County include the Saddle Mountain Trail and the Oregon Coast Trail.

### NATURAL AREAS

The Oregon Natural Areas Program was established by the 1979 Legislature in the Natural Heritage Act (ORS 273.561-.591 [SB 448]), to help protect natural areas in Oregon. The law was based on a tradition of natural area inventory and conservation. Updated, expanded and revised numerous times, more recent review of the now “Oregon Natural Heritage Act and Natural Heritage Program” affirmed that natural areas continue to provide important places for public education and baseline research and that it remains important for Oregon to maintain a natural areas program.

## CLATSOP COUNTY COMPREHENSIVE PLAN

For Goal 5 purposes, “natural areas” are those sites that are listed in the Oregon State Register of Natural Heritage Resources (OAR 660-023-0160). At the time of adoption of Goal 5 in 1979/1980, several Clatsop County sites were to be added to the Oregon Islands Wilderness. The new sites are mentioned, but not shown as listed in the goal. Also, other sites may have been included in the interim. The comprehensive plan update will verify that all the sites in the federal listing are included in the County’s Goal 5 list of resources. Sites currently listed in the Oregon State Register of Natural Heritage Resources, but not yet included in the County’s comprehensive plan, include:

- Blind Slough Swamp Preserve
- Knappa Slough Island
- Saddle Mountain
- Humbug Mountain

The county is home to a large number of natural areas that might be appropriate for future listing on the Natural Heritage Resource Register. It is important to note that listing is voluntary and areas can be delisted at the owner’s request. An example of potential candidate sites is Onion Peak, which is already included among the eight sites in Oregon listed as a Dedicated Natural Heritage Conservation Area.

### WILDERNESS AREAS

Per OAR 660-023-0170, wilderness areas are designated by the federal government, under the National Wilderness Preservation System, signed into law by President Lyndon Johnson in 1964. Oregon was among the first states to gain wilderness area under the act.

In Clatsop County, one Wilderness Area is designated: The Oregon Islands Wilderness, managed by the US Fish and Wildlife Service, which runs the length of the Oregon Coast. In Clatsop County, this includes:

- Tillamook Head Rocks
- Bird Rocks
- Sea Lion Rocks
- Haystack Rock
- and Castle Rock

Unnamed Rocks located in T5N, R10W, Section 12, Jockey Cap, Tim Rock and Gull Rock were to be added at the time the Comprehensive Plan was being adopted.

Local governments are not required to inventory wilderness areas, but they are required to list all federally designated wilderness areas as significant Goal 5 resources.

### MINERAL AND AGGREGATE RESOURCES

Clatsop County is home to significant natural resources. While natural resources are most often associated with the county’s forests, the Pacific Ocean, and the Columbia River, as well as all the streams, wetlands and

## CLATSOP COUNTY COMPREHENSIVE PLAN

wildlife habitat, Clatsop County currently is home to 13 active mines and quarries that also are Goal 5 resources. This is in addition to five active county rock pits, but does not include an unknown number of rock pits on forest lands used for roads covered by the Forest Practices Act. These quarries and mines produce aggregate, crushed rock, basalt and sand, materials that are used extensively in road building, road maintenance, and other construction activities.

As originally drafted and approved in 1980, Goal 5 is 626 pages in length. Despite the diversity of natural resources within Clatsop County, the majority of Goal 5 is dedicated to mineral and aggregate resources. This would appear to be indicative of the economic importance of mining activities at the time this goal was written. However, much of the material related to mineral and aggregate resources includes copies of staff reports and ordinances that rezone specific parcels for mining uses. The inventoried Goal 5 mineral and aggregate resources include:

- Clatsop County – Clifton
- Clatsop County – Big Creek
- Howard Johnson – US 101
- Bayview Transit Mix – US 101
- George Ordway
- Teevin Bros. Logging
- Daren Berg, Humbug Rock
- M. Nygaard Logging
- A. Riekkola
- Tagg
- Horecny

OAR 660-016-0030 states that when planning for and regulating the development of aggregate resources, local governments are required to complete the following three items:

1. Address the requirements of ORS 517.750 to 517.900 and OAR chapter 632, divisions 1 and 30.
2. Coordinate with the State Department of Geology and Mineral Industries (DOGAMI) to ensure that requirements for the reclamation of surface mines are incorporated into programs to achieve the Goal developed in accordance with OAR 660-016-0010.
3. Establish procedures designed to ensure that comprehensive plan provisions, land use regulations, and land use permits necessary to authorize mineral and aggregate development are coordinated with DOGAMI.

When this rule was instituted, the county had until January 1, 1993, to update its comprehensive plan and land use regulations to address these three items. Those items have been included in the acknowledged comprehensive plan and implementing ordinances.

Four state agencies regulate the development and operation of aggregate mining and processing projects in Oregon. The role that each play depends on the scale, design, and associated impacts.

The primary agencies and their specialty areas are:

## CLATSOP COUNTY COMPREHENSIVE PLAN

- [Oregon Department of Environmental Quality](#) – air quality, stormwater runoff, and wastewater. (DEQ noise standards apply. However, if no DEQ permit is required, the local government addresses noise violations.)
- [Oregon Department of Geology and Mineral Industries](#) – site reclamation and mine safety standards.
- [Oregon Department of State Lands](#) – earth removal and fill permits for activities conducted in wetlands, waterways, and other state lands.
- [Oregon Water Resources Department](#) – water rights for consumptive use of water for processing.

In Clatsop County, mineral and aggregate sites are typically protected by being designed as “Conservation Other Resources” on the comprehensive plan map and being zoned QM – Quarry and Mining; or by being placed in the Quarry and Mining Overlay. During the work of the citizen advisory committees it was noted that many quarry and mining sites are either not zoned QM or have not been placed in the overlay.

Per OAR 660-023-0180(2), local governments are not required to amend acknowledged inventories or plans except in response to an application to amend the plan or during periodic review. Because the County is no longer subject to mandatory periodic review, and because no applications have been submitted or are currently under review to amend the acknowledged plan, the County is not required to amend its acknowledged inventories as part of this process. In order to ensure that the plan remains accurate and consistent with OAR it is recommended that the list of acknowledged mineral and aggregate resources be reviewed within five years of the adoption of this plan. Otherwise, the County will follow OAR 660-023-0180 and apply those criteria directly to any applications to amend the plan to list a mineral and aggregate site.

### ENERGY SOURCES

OAR 660-023-0190 defines “energy source” as including naturally occurring locations, accumulations, or deposits of one or more of the following resources used for the generation of energy:

- Natural gas
- Surface water (i.e., dam sites)
- Geothermal
- Solar
- Wind

Energy sources applied for or approved through the Oregon Energy Facility Siting Council (EFSC) or the Federal Energy Regulatory Commission (FERC) shall also be deemed significant energy sources for purposes of Goal 5. Per information on the Oregon Department of Energy website, there are no EFSC or FERC facilities within Clatsop County at this time.

Additional discussion of energy sources may be found in Goal 13.

### CULTURAL AREAS

## CLATSOP COUNTY COMPREHENSIVE PLAN

The State Historic Preservation Office (SHPO) houses a statewide GIS database of more than 30,000 known archaeological sites in Oregon. According to SHPO, 90 of these known archaeological sites are located within Clatsop County. In order to discourage looting or vandalism, the locations of these sites are not published. Per Oregon Revised Statute (ORS 390.235 and 358.905-961), an Oregon Archaeological Permit is needed to excavate or collect from an archaeological site on non-federal public or private lands. A permit is also needed to probe for an archaeological site on non-federal public lands. A permit is not required for pedestrian survey if no materials will be collected. Sections 6.700-6.7030, LAWDUC, include language related to the protection of archaeological areas. Standard conditions of development permit approval require property owners to notify SHPO if cairns, graves or other significant archaeological resources are uncovered.

Discussions during the citizen advisory committee meetings emphasized the need to more fully acknowledge the first peoples that populated Clatsop County and subsequent ethnic and racial minority groups, such as Chinese immigrants.

### HISTORIC RESOURCES

While historic resources, which are often closely related to cultural areas, are not a required inventory under Goal 5, Clatsop County choose to conduct an inventory when the comprehensive plan was originally adopted. Clatsop County has a long and diverse history and the current inventory includes the following sites:

- Fort Clatsop National Monument
- Cannon at Cannon Beach
- Tillamook Rock Lighthouse
- Ecola State Park
- Lindgren House
- R. W. Morrison Houses (aka Tagg Place)
- Clatsop Plains Memorial Church
- Clatsop Plains Cemetery
- The Mill Site of the Falls Pulp Company
- The Shepherd and Morse Sawmill Site
- Westport Log Tunnel

In 2017, the Goal 5 rule for historic resources, OAR 660-023-0200, was amended. It now requires that new sites added to the National Register of Historic Places be automatically recognized as locally-significant sites. Baseline protections in the Goal 5 rule are automatically applied. Any additional protections proposed by a local jurisdiction would require approval through a public hearing process. Table 6 lists sites in unincorporated Clatsop County that have been listed on the National Register of Historic Places.

TABLE 6: NATIONAL REGISTER OF HISTORIC PLACES LISTED SITES – UNINCORORATED CLATSOP COUNTY			
REF ID	Property Name	Date Listed	Location

## CLATSOP COUNTY COMPREHENSIVE PLAN

13001058	Astoria Marine Construction Company Historic District	1/8/2014	92134 Front Rd.
66000640	Fort Clatsop National Memorial	10/15/1966	4.5 mi. S of Astoria
89001385	ISABELLA Shipwreck Site and Remains	9/21/1989	Address Restricted
97000983	Bald Point Site (35CLT23)	9/10/1997	Address Restricted
97000984	Ecola Point Site (35CLT21)	9/10/1997	Address Restricted
97000982	Indian Creek Village Site (35CLT12)	9/10/1997	Address Restricted
71000678	Fort Stevens	9/22/1971	Fort Stevens State Park
84002959	Hlilusqahih Site (35CLT37)	4/26/1984	Address Restricted
81000480	Tillamook Rock Lighthouse	12/9/1981	SW of Seaside
84002960	Indian Point Site (35 CLT 34)	5/9/1984	Address Restricted
92000128	Goodwin--Wilkinson Farmhouse	3/9/1992	US 26/101 W of Cullaby Lake

Source: National Park Service; National Register of Historic Places

The citizen advisory committees identified a need to work more closely with local Native American tribes when identifying and protecting known historic resources. Local Native American tribes include both federally-recognized and unrecognized tribes. On June 23, 2021, the Board of Clatsop County Commissioners approved a resolution in support of tribal recognition for the Chinook Indian Nation. The citizen advisory committees also recognized the need to update terminology to reflect the diversity of native persons (i.e., change the term “Indian” to “Native American”). Representatives from the Chinook Indian Nation also identified areas within Goal 5 where references to and information about traditional activities of native persons could be incorporated.

The citizen advisory committees also encouraged the County to obtain public input and explore the possibility of becoming a Certified Local Government (CLG). Becoming a CLG would require the County to adopt a local historic preservation ordinance and create a historic preservation committee. However, local input would determine the extent of the regulations included in the ordinance, as there is not a “one-size-fits-all” guide to local preservation activities. Additionally, becoming a CLG would open up funding opportunities for the County with regard to historic preservation activities, including educational programs and restoration projects.

### OPEN SPACE

Per OAR 660-023-0220, “open space” includes parks, forests, wildlife preserves, nature reservations or sanctuaries, and public or private golf courses. Local governments are encouraged, but not required to identify open space resources in acknowledged comprehensive plans. If local governments decide to establish or amend open space inventories, the Goal 5 inventory process outlined in OAR 660-023-0030 through 660-023-0050 applies. Local governments may also adopt a list of significant open space resource sites as part of an open space acquisition program. Such sites do not require the full Goal 5 inventory process unless land use regulations are adopted to protect sites prior to acquisition.



## CLATSOP COUNTY COMPREHENSIVE PLAN

Open space is inclusive of land used for agriculture or forest uses and any land area that would, if preserved and continued in its present use:

- a) Conserve and enhance natural or scenic resources;
- b) Protect air or streams or water supply;
- c) Promote conservation of soils, wetlands, beaches or tidal marshes;
- d) Conserve landscaped areas such as public or private golf courses, that reduce air pollution and enhance the value of abutting or neighboring property;
- e) Enhance the value to the public or abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open space;
- f) Promote orderly urban development.

The following three categories of open space resources have been identified within Clatsop County, along with potentially-conflicting uses and methods for protection from conflicting uses:

- **General Open Space** (farm and forest land, estuarine areas, the Pacific Ocean and beaches):
  - Conflicting uses: intensive rural residential, commercial, and industrial development; filling and draining estuarine areas.
  - Protections: Farm and forest zones with large minimum lot sizes and limited land uses; locational criteria for residential, commercial and industrial uses; natural and conservation zoning for estuarine areas; the ocean and beaches are regulated by the State of Oregon.
- **Site-Specific Resources** (parks, wildlife refuges, natural areas, specific scenic sites, and fresh water wetlands)
  - Conflicting uses and protections: The Open Space element refers to other elements of Goal 5 and Goal 8 which specifically address these resources.
- **Open Spaces Provided in Conjunction with a Specific Development**
  - Conflicting uses: development, generally.
  - Protections: policies that encourage cluster development and the retention of open space in residential developments; subdivisions in the Clatsop Plains sub-area are required to have clustered lots in order to maintain open space values.

Specific open space resources are included in the inventory on Table 1.

### SCENIC VIEWS AND SITES

Pursuant to OAR 660-023-0230, “scenic views and sites” are lands that are valued for their aesthetic appearance. Local governments are not required to amend acknowledged comprehensive plans in order to identify scenic views and sites. If local governments decide to provide or amend inventories of scenic resources, the requirements of OAR 660-023-0030 through 660-023-0050 apply (Goal 5 inventory process; ESEE analysis; development of implementing ordinances to protect the identified resource).

## CLATSOP COUNTY COMPREHENSIVE PLAN

The Clatsop Comprehensive Plan currently includes an inventory of 12 scenic views and sites. The Comprehensive Plan Citizen Advisory Committees have suggested the following additions to the Goal 5 inventory of scenic views and sites:

1. Clatsop Plains
2. Lee Wooden / Fishhawk Falls County Park
3. Jewell Meadows
4. Nehalem / Red Bluff Park
5. Elsie Cemetery
6. Twilight Eagle Sanctuary
7. Svensen Island
8. Bradley Hill
9. Knappa Docks
10. Remainder of U.S. Highway 101 corridor within Clatsop County
11. Ecola State Park
12. Oswald West State Park
13. Fort Stevens State Park
14. Arcadia State Recreation Area
15. Hug Point State Recreation Area

## FUTURE CONDITIONS

### ***Climate Change***

In February 2020 the Oregon Climate Change Research Institute published a report entitled *Future Climate Projects Clatsop County*. This report was prepared for the Oregon Department of Land Conservation and Development in conjunction with grant assistance to Clatsop County to prepare an update to its Natural Hazard Mitigation Plan. The county-specific future climate projections were derived from 10-20 global climate models and two scenarios of future global greenhouse gas emissions – early 21<sup>st</sup> Century (2010-2039) and mid-21<sup>st</sup> century (2040-2069).

While the State has not yet mandated policies or actions that local governments must undertake to mitigate or adapt to climate change, it is probable that such requirements will be codified within the 20-year planning horizon. In 2021, the Oregon Department of Land Conservation and Development released its *Oregon Climate Change Adaptation Framework 2021*, which details actionable adaptation strategies and approaches based on six themes:

- Economy
- Natural World
- Built Environment and Infrastructure
- Public Health
- Cultural Heritage
- Social Relationships and Systems

Clatsop County should continue to monitor discussions at the state level and adapt policies and requirements to address specific climate change-related concerns and issues within the county.

## CLATSOP COUNTY COMPREHENSIVE PLAN

As part of this comprehensive plan update process, a sub-committee of the Countywide Citizen Advisory Committee utilized strategies from the *Regional Framework for Climate Adaptation Clatsop and Tillamook Counties* to develop recommended policies specific to Clatsop County.

### **FEMA Biological Opinion (BiOp)**

The [National Flood Insurance Program](#) (NFIP) provides flood insurance for homeowners and property owners. The NFIP is administered by the Federal Emergency Management Agency (FEMA). FEMA sets standards for local governments participating in the NFIP, including requirements for local floodplain development ordinances. The Department of Land Conservation and Development (DLCD) is designated as Oregon's NFIP coordinating agency and assists local governments with implementation of the federal standards.

Because the NFIP has a direct effect on development that occurs in areas adjacent to local streams, rivers, and waterbodies, the NFIP is required to consider its effects on endangered species. Marine and anadromous species are protected by the Endangered Species Act (ESA) which is administered by the National Marine Fisheries Service (NMFS), a branch of the National Oceanic Atmospheric Administration (NOAA). This branch is also known as NOAA-Fisheries. The ESA provides for the conservation of threatened and endangered plants and animals and the habitats in which they are found. The ESA requires federal agencies to ensure that actions they authorize, fund, or carry out do not jeopardize the continued existence of any ESA listed species.

For several years, the NMFS and FEMA have been discussing measures that could be used to reduce negative impacts from the National Flood Insurance Program (NFIP) on salmon, steelhead and other species listed as threatened under the Endangered Species Act (ESA). In April 2016, NMFS delivered a jeopardy Biological Opinion (BiOp) to FEMA, stating that parts of the NFIP could have a negative impact on the habitat of endangered salmon species.

Local governments, including Clatsop County, that participate in the NFIP will be required to change their review process for floodplain development permits. FEMA will use its legal authorities under the National Flood Insurance Act to respond to the findings and recommendations in the BiOp. FEMA Region 10 will work with Clatsop County and other affected communities to determine best ways to implement the interim measures described in the Reasonable and Prudent Alternatives (RPA). FEMA headquarters will review the entire biological opinion to determine best ways to address the full range of recommendations in the RPA.

In October 2021, FEMA released a draft of the *Oregon Implementation Plan for NFIP-ESA Integration*. Ultimately, NFIP communities in the 31 Oregon counties with ESA listed salmonids will need to increase habitat protections. Development that degrades floodplain functions includes: clearing of native riparian vegetation; increases in impervious surface; displacement or reduction of flood storage via fill or structures; interruption of habitat forming process; and increases of pollutant loading in receiving water bodies. Any new protective measures included in the final implementation plan will have significant economic and development impacts for property owners within unincorporated Clatsop County.

## CLATSOP COUNTY COMPREHENSIVE PLAN

### ***Demand for Housing***

In 2019, Clatsop County and the cities of Astoria, Warrenton, Gearhart, Seaside and Cannon Beach completed a housing study to identify opportunities and weaknesses associated with housing supply in Clatsop County. That report concluded that while the County has a surplus of potentially buildable lands, certain types of housing and housing products at specific price-points are either missing from the county's housing inventory, or are not provided in sufficient quantities.

In March 2020, the coronavirus pandemic resulted in changes worldwide that significantly altered housing markets, including in Clatsop County. Some people choose to leave more densely populated areas and relocate to more rural areas. Others benefited from remote work options, which no longer tied workers to a specific geographic location. As a result, the median selling price of a home in Clatsop County rose from \$322,500 in November 2018 to \$502,500 in September 2021 (Source: Realtor.com). While some of these home sales will be to households that become permanent Clatsop County residents, many will be vacation homes and some of those will be used for short-term rentals.

The increase in median housing prices, coupled with a lack of long-term rental units, will result in increased pressure to increase housing stock by constructing new residential units. While Goal 14 stresses that higher intensity uses and dense development be directed to urban areas, there is, and will continue to be, a movement to increase housing development on rural lands. Encroaching residential development has the potential to impact inventoried Goal 5 resources, including wildlife habitat, groundwater, and open spaces.

### ***Transportation Congestion***

As the demand for housing increases there is also a corresponding increase in the need to provide new roads to those homes. Again, while Goal 14 directs new housing development primarily to urban areas, partitioning and subdividing of rural lands continues to occur in unincorporated Clatsop County. The construction of new roads, or the expansion of existing roads, has the potential to eliminate or reduce wildlife habitat.

### ***Tourism***

Clatsop County has historically had a strong tourism base. Per information from Travel Oregon, in 2019 local recreationists and visitors spent \$785 million on outdoor recreation in Clatsop County. Many of those visitors are drawn by Goal 5 resources, including scenic views and sites, open spaces, and wildlife. As visitation increases there is the potential for conflicting uses and unintended consequences which may threaten inventoried Goal 5 resources.

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

October 25, 2023

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**Agenda Title:** Tsunami Awareness Day  
**Category:** Proclamation  
**Presented By:** Justin Gibbs, Emergency Management Director

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**Issue Before the Commission:** Proclaiming Tsunami Awareness Day

**Informational Summary:** In December 2015, the UN General Assembly designated November 5<sup>th</sup> as World Tsunami Awareness Day, calling on countries, international bodies and civil society to raise tsunami awareness and share innovative approaches to risk reduction.

World Tsunami Awareness Day was the brainchild of Japan, which due to its repeated, bitter experience has over the years built up major expertise in areas such as tsunami early warning, public action and building back better after a disaster to reduce future impacts.

Tsunamis are rare events but can be extremely deadly. In the past 100 years, 58 of them have claimed more than 260,000 lives, or an average of 4,600 per disaster, surpassing any other natural hazard.

Rapid urbanization and growing tourism in tsunami-prone regions are putting ever-more people in harm's way. That makes the reduction of risk a key factor if the world is to achieve substantial reductions in disaster mortality.

Early warning and early action are effective tools to protect people, saving lives, and preventing the hazard from becoming a disaster. To be effective, tsunami early-warning systems must cover every at-risk person, they must be multi-hazard, and communities must be prepared so they can act quickly.

**Fiscal Impact:** None.

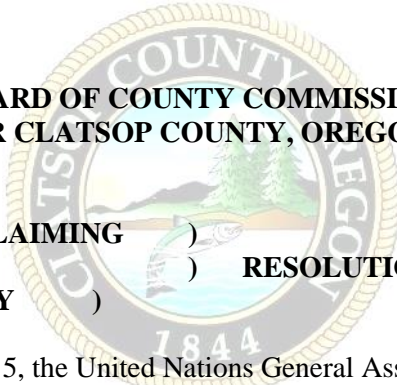
### Requested Action:

Approve Resolution and Order proclaiming November 5<sup>th</sup> to be **Tsunami Awareness Day** 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 )  
NOVEMBER 5, 2023 TO BE ) RESOLUTION AND ORDER  
TSUNAMI AWARENESS DAY )**

**WHEREAS**, in December 2015, the United Nations General Assembly designated November 5th as World Tsunami Awareness Day, calling on countries, international bodies and civil society to raise tsunami awareness and share innovative approaches to risk reduction; and

**WHEREAS**, In the past 100 years, 58 tsunamis have claimed more than 260,000 lives, or an average of 4,600 per disaster, surpassing any other natural hazard; and

**WHEREAS**, The Pacific Coast is at risk both from a local tsunami, arriving within minutes of an earthquake, and distant tsunamis, taking several hours to reach the shore; and

**WHEREAS**, Since 1854, 21 tsunamis have impacted the Oregon Coast. The last two damaging tsunamis were in 1964 as a result of the Great Alaskan Earthquake, and in 2011 as a result of the Great Tohoku Japan Earthquake that caused severe damage and contributed to the deaths of four people on the Oregon Coast; and

**WHEREAS**, There is a potential for tsunami death tolls to increase in the future because of the combined effects of population increase in coastal areas, growing tourism in tsunami-prone regions, and sea level rise; and

**WHEREAS**, Early warning and early action are effective tools to protect people, saving lives, and preventing the hazard from becoming a disaster; and

**NOW, THEREFORE, BE IT HEREBY RESOLVED** the Clatsop County Board of Commissioners does hereby proclaim November 5<sup>th</sup>, 2023 as

**“Tsunami Awareness Day”**

in Clatsop County and invites all community members to join in this observance by encouraging all citizens and businesses to develop their own emergency preparedness plan, and work together toward creating a more prepared society.

DATED this 25th day of October, 2023.

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

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Board Chair

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

October 25, 2023

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**Agenda Title:** Veterans Day Proclamation  
**Category:** Proclamation  
**Presented By:** Don Bohn, County Manager

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**Issue Before the Commission:** Proclaiming Friday, November 11, 2023 as Veterans Day

**Informational Summary:** November 11, 2023 will be the 104<sup>th</sup> annual official Veteran's Day in the United States of America. This observance is critical in recognizing veterans and their families as part of the fabric of the local community and provides an opportunity for Clatsop County residents to honor their neighbors who served and wore the uniform.

Clatsop County and numerous community partners have joined others across the nation in the initiative Operation Green Light for Veterans, letting the local veteran community know that they are seen, appreciated, and supported by illuminating their buildings green from November 6-12.

To learn more about the ways in which the County is committed to serving local veterans and their families, please visit Clatsop County's Veteran Services Program webpage:

<https://www.co.clatsop.or.us/county/page/clatsop-countys-veteran-services-program>

**Fiscal Impact:** None.

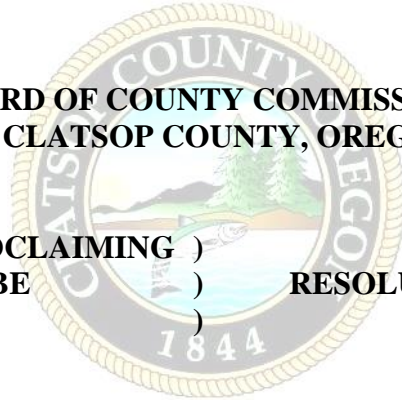
### **Requested Action:**

Approve Resolution and Order proclaiming November 11, 2022 as Veterans Day 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 )  
NOVEMBER 11, 2023 TO BE ) RESOLUTION AND ORDER  
VETERANS DAY )**

**WHEREAS**, In November 1919, President Woodrow Wilson proclaimed November 11<sup>th</sup> as the first commemoration of Armistice Day (The Precursor to Veteran’s Day); and

**WHEREAS**, Clatsop County is home to more than 3,500 veterans, more than 1,500 active duty personnel and countless family members of veterans from all branches of the Armed Forces: The United States Army, Navy, Air Force, Marine Corps, Coast Guard, and Space Force; and

**WHEREAS**, Veterans and their families shall be recognized for their contributions to our community and the sacrifices that were made through their service to our nation and others around the world; and

**WHEREAS**, President George Washington said, “The willingness with which our young people are likely to serve in any war, no matter how justified, shall be directly proportional to how they perceive the veteran of earlier wars were treated and appreciated by their nation”; and

**WHEREAS**, Clatsop County in partnership with Clatsop Community Action is committed to serving these valuable members of our community through the County’s Veteran Services Program; and

**WHEREAS**, this week Clatsop County and numerous community partners have joined others across the nation in the initiative Operation Green Light for Veterans, letting the local veteran community know that they are seen, appreciated, and supported by illuminating their buildings green from November 6-12, 2023.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that Clatsop County Board of Commissioners does hereby proclaim November 11, 2023 as

**VETERANS DAY**

in Clatsop County and encourages all community members to join in this observance (and celebration) of the sacrifices made by all who wore the uniform of our Armed Forces and share our gratitude for the local veteran community by displaying a green light outside their place of business or residence through November 6 through November 12, 2023.



DATED this 25<sup>th</sup> day of October, 2023.

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

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Board Chair

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

October 25, 2023

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**Agenda Title:** 2023-2025 Community Corrections Biennial Plan  
**Category:** Consent Calendar  
**Presented By:** Kristen Hanthorn, Lieutenant

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**Issue Before the Commission :** Approval of 2023-2025 Community Corrections Biennial Plan

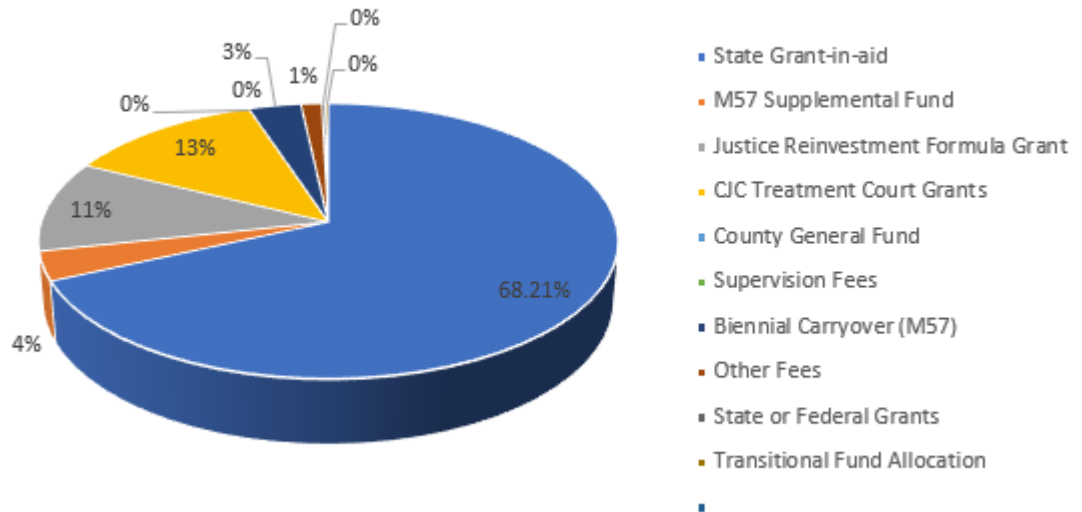
**Informational Summary:** Clatsop County Community Corrections requests the Board approve the 2023-2025 Community Corrections Biennial Plan and authorize the County Manager to execute IGA #6524 with the State of Oregon. Clatsop County receives funding from the State of Oregon to provide correctional programs including, but not limited to, preventive or diversionary correctional programs, probation, parole, post-prison supervision and local correctional facilities and programs for adults on supervision. September 8, 2023 the Public Safety Coordinating Council reviewed the Corrections Plan and voted to recommend Board approval.

The Community Corrections Grant in Aid Allocation for Clatsop County is \$3,084,530, which is a decrease of \$466,114 from the 21-23 Biennium. The Clatsop County share of the State Community Corrections budget decreased from 1.25% to 1.22%. This allocation is based on the number of felony and funded misdemeanor clients Clatsop supervises compared to the statewide supervised population. State Grant-in-aid revenue funds 68.21% of the correctional services and programs provided by our office.

**Biennial Budget**

State Grant-in-Aid Fund:	<u>\$3,084,530.00</u>
DOC M57 Supplemental Fund:	<u>\$154,232.00</u>
CJC Justice Reinvestment Grant:	<u>\$483,540.00</u>
CJC Treatment Court Grant:	<u>\$570,228.00</u>
County General Fund:	<u>0.00</u>
Supervision Fees:	<u>0.00</u>
Biennial Carryover (GIA, M57, FSAPP):	<u>\$150,897.00</u>
Other Fees:	<u>\$60,000.00</u>
Other State or Federal Grant:	<u>\$10,000.00</u>
Other: Transitional Fund Allocation	<u>\$8,446.00</u>
<b><u>Total:</u></b>	<b><u>\$4,521,873.00</u></b>

2023-2025 Community Corrections Funding Sources



**Fiscal Impact:**

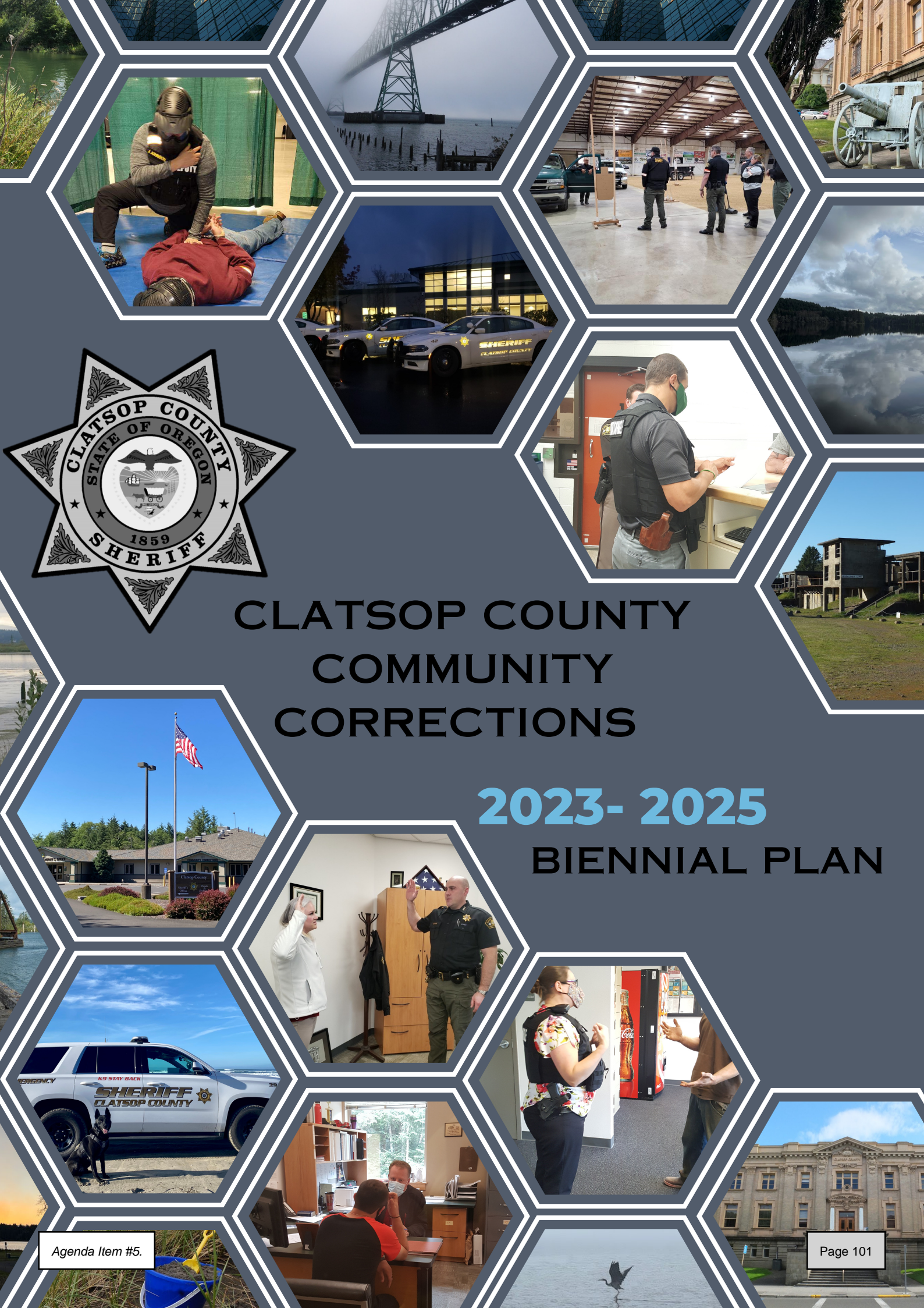
Revenue decreased \$193,265 from FY23/24 projections. Clatsop County Community Corrections has applied for Justice Reinvestment Competitive Grant to replace some of this revenue loss.

**Requested Action:**

Approve the 2023-2025 Community Corrections Plan and authorize County Manager to execute IGA #6524 for \$3,084,530 Grant in Aid funds. Sign letter of approval for inclusion in our Biennial Plan document.

## Attachment List

- A. 2023-2025 Community Corrections Biennial Plan
- B. BOC Letter of support
- C. LPSCC Letter to Commissioners
- D. IGA# 6524 between State of Oregon and Clatsop County



# CLATSOP COUNTY COMMUNITY CORRECTIONS

## 2023- 2025

## BIENNIAL PLAN

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BOCC Letter



# Clatsop County

Public Safety Coordinating Council

800 Exchange St., Suite 200

Phone (503) 325-8601

Fax (503) 338-3648 fax

[www.co.clatsop.or.us](http://www.co.clatsop.or.us)

September 8, 2023

Clatsop County Board of Commissioners  
800 Exchange St #410  
Astoria, OR 97103

Dear Commissioners,

Every two years the Community Corrections Division of the Clatsop County Sheriff's Office develops and submits a Community Corrections Plan to the Oregon Department of Corrections detailing the programs and services to be used by the county. This biennial plan describes our programs, objectives, evaluation methods, and budgeting resource. Prior to submission the biennial plan must be approved by the Local Public Safety Coordinating Council and presented to the Board of Commissioners for their review and approval.

The Local Public Safety Coordinating Council met on today and reviewed the 2023-2025 Community Corrections Biennial Plan as prepared and presented by Lieutenant Kristen Hanthorn. LPSCC Members voted to recommend the Board approval of the plan as required by ORS 423.560 (3)(a)(A).

We greatly appreciate the work and dedication of the Sheriff's Office staff and fully support the 2023-2025 Community Corrections Biennial Plan.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kelly Braaten".

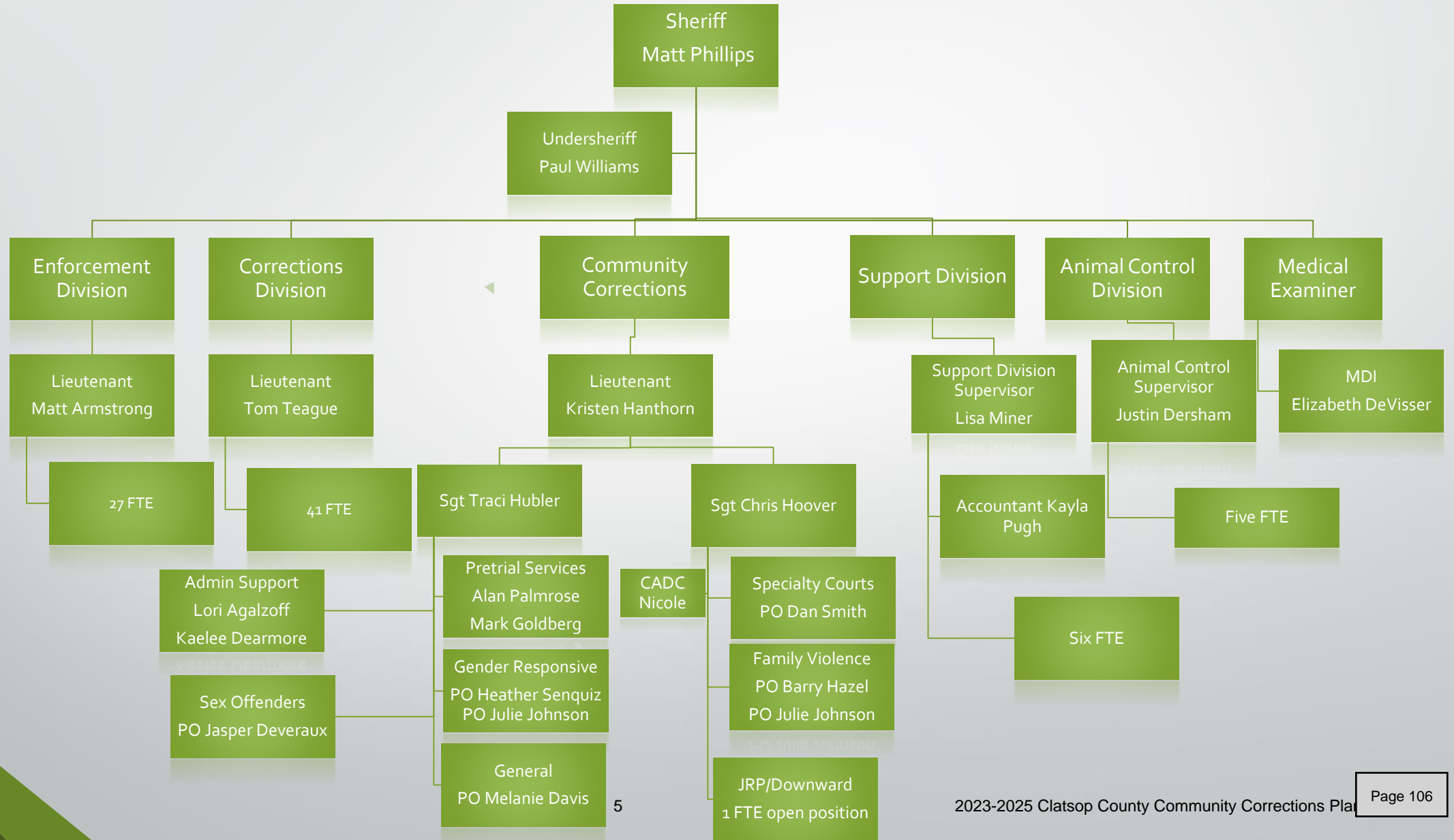
Kelly Braaten, Juvenile Department Director  
Chair, Public Safety Coordinating Council



## Clatsop County 2023-2025 Community Corrections Biennial Plan

Department of Corrections 3723 Fairview Industrial Drive SE Salem, Oregon 97310	<i>For Office Use Only</i>  Date Received:
Address: 1190 SE 19 <sup>th</sup> St, Warrenton, OR 97146 Phone: 503-861-2875      Fax: 503-8563	
Community Corrections Director/Manager: Lt Kristen Hanthorn Address: 1190 SE 19 <sup>th</sup> St, Warrenton, OR 97146 Phone: 503-338-3780      Fax: 503-861-8563      Email: khanthorn@clatsopcounty.gov	
Sheriff: Matthew Phillips Address: 1190 SE 19 <sup>th</sup> St, Warrenton, OR 97146 Phone: 503-325-8635      Fax: 503-325-8675      Email: mphilips@clatsopcounty.gov	
Jail Manager: Lt Thomas Teague Address: 1250 SE 19 <sup>th</sup> St, Warrenton, OR 97146 Phone: 503-325-8641      Fax: 503-325-0770      Email: tteague@clatsopcounty.gov	
Supervisory Authority: Sheriff Matt Phillips Address: 1190 SE 19 <sup>th</sup> St, Warrenton, OR 97146 Phone: 503-325-8635      Fax: 503-325-8563      Email: mphilips@clatsopcounty.gov Supervisory Authority: Address: Phone:                              Fax:                              Email:	
LPSCC Contact: Director Kelly Braaten Address: 800 Exchange St, Suite 200, Astoria, OR 97103 Phone: 503-325-8601      Fax: 503-338-3648      Email: kbraaten@clatsopcounty.gov	
<b><u>Biennial Budget</u></b>	
State Grant-in-Aid Fund:	\$3,084,530.00
DOC M57 Supplemental Fund:	\$154,232.00
CJC Justice Reinvestment Grant:	\$483,540.00
CJC Treatment Court Grant:	\$570,228.00
County General Fund:	0.00
Supervision Fees:	0.00
Biennial Carryover (GIA, M57, FSAPP):	\$150,897.00
Other Fees:	\$60,000.00
Other State or Federal Grant:	\$10,000.00
Other: Transitional Fund Allocation	\$8,446.00
<b><u>Total:</u></b>	<b><u>\$4,521,873.00</u></b>

# Clatsop County Sheriff's Office



## Clatsop County 2023-2025 Community Corrections Budget Summary

Program Name	Grant in Aid	Grant in Aid Supplemental	All Other Funds and Fees	Total
Administration (1)	480,000.00			480,000.00
Cognitive Rehabilitative Programming (2) CBT, DV Treatment	40,000.00			40,000.00
Community Service (1)	10,000.00		12,637.00	22,637.00
Community Supervision (8) Community Supervision, Family Drug Court, SO Supervision, Adult Drug Court, MH Treatment Court, DV Supervision, Gender Responsive Supervision, Reduced Supervision	1,816,512.00	70,508.00	400,003.00	2,287,023.00
Downward Departure Program (1)			132,089.00	132,089.00
Electronic Monitoring/SCRAM (2) Sanctions, Pretrial Services			52,775.00	52,775.00
Housing/Subsidy (1)	46,510.00		23,490.00	70,000.00
Pretrial Release Program (1)			304,351.00	304,351.00
Sex Offender Programs (3) Sex Offender Treatment, Psychosexual Evaluations, Polygraph Examinations	71,000.00		32,000.00	103,000.00
Substance Abuse Programs (2) Adult Drug Court, M57 Program			301,073.00	301,073.00
Treatment Court (1)			90,479.00	90,479.00
Transition Services (1)	30,000.00		8,446.00	38,446.00
1145 Jail Custody/Sanction Beds (1)	520,000.00		80,000.00	600,000.00
<b>Fund Total</b>	<b>3,014,022.00</b>	<b>70,508.00</b>	<b>1,437,343.00</b>	<b>4,521,873.00</b>

Program Name:	Administration
Program Description:	The Community Corrections Lieutenant is responsible for managing the day-to-day operations of all Community Corrections programs. The Lieutenant is also responsible for budget preparation, policy development, community education, grant administration, liaison with the Clatsop County Public Safety Coordinating Council and the development/implementation of new programming.
Program Category:	Administration
Program Objectives:	<ol style="list-style-type: none"> <li>1. The Lieutenant will monitor the department budget, Intergovernmental Agreements, personal service contracts, and operational policy and procedures to ensure the Mission is being accomplished as efficiently as possible.</li> <li>2. The program will operate within the proposed budget and guidelines of the Community Corrections Plan.</li> <li>3. The Lieutenant will work closely with the Clatsop County Public Safety Coordinating Council, the Oregon Association of Community Corrections Directors, the Oregon State Sheriff's Association Parole &amp; Probation Command Council, and the Oregon Department of Corrections on issues relating to effective community corrections management.</li> <li>4. The Lieutenant will conduct regular staff meetings and trainings to discuss cases, clarify policies and procedures, analyze program needs, identify training issues, and to facilitate group discussion on corrections-related issues.</li> <li>5. The Lieutenant will track staff training requirements and ensure mandatory training are delivered to staff in a timely and effective manner.</li> </ol>
Method(s) of Evaluation:	Regular Clatsop County Sheriff's Office Management meetings, annual county financial audits, and performance evaluation processes.

Monthly Average to be Served: N/A

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>

Funding Sources

- State Grant-In-Aid Fund \$480,000.00
- DOC M57 Supplemental Fund \_\_\_\_\_
- CJC Justice Reinvestment Grant \_\_\_\_\_
- CJC Treatment Court Grant \_\_\_\_\_
- County General Fund \_\_\_\_\_
- Supervision Fees \_\_\_\_\_
- Biennial Carryover (GIA, M57, FSAPP) \_\_\_\_\_

- Other Fees (revenue)
- Other State or Federal Grant

Other: Please Identify

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Additional Comments:

Program Name:	Cognitive Rehabilitative Programming
Program Description:	Evidence-based cognitive behavioral programs are facilitated by both specially trained Community Corrections Officers and Contracted Service Providers. Cognitive Behavioral Therapy (CBT) programs have the goal of fostering an environment that moves Justice Involved Individuals (JII's) towards change. These programs are available to all supervised JII's but are primarily focused on high and medium risk clients. Participants will be screened prior to entering the program by the supervising officer and again by the program facilitators to ensure appropriateness based upon level of risk, the criminogenic need to be addressed, and the stage of change. Clatsop County Community Corrections staff facilitate MRT and Courage to Change groups.
Program Category:	Behavioral Health Tx Services - CBT
Program Objectives:	<ol style="list-style-type: none"> <li>All participants will be screened to ensure appropriateness based on level of risk, criminogenic need to be addressed, and stage of change.</li> <li>50% of participants in cognitive-based programs will successfully complete the series.</li> <li>Low risk JII's will be treated separately than medium/high risk offenders.</li> </ol>
Method(s) of Evaluation:	Regular case load audits performed by Administration.

Monthly Average to be Served: 30

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>
TBD	DV	GIA \$40,000

Funding Sources

- State Grant-In-Aid Fund \$40,000.00
- DOC M57 Supplemental Fund \_\_\_\_\_
- CJC Justice Reinvestment Grant \_\_\_\_\_
- CJC Treatment Court Grant \_\_\_\_\_
- County General Fund \_\_\_\_\_
- Supervision Fees \_\_\_\_\_
- Biennial Carryover (GIA, M57, FSAPP) \_\_\_\_\_
- Other Fees (revenue) \_\_\_\_\_
- Other State or Federal Grant \_\_\_\_\_
- Other: Please Identify \_\_\_\_\_
- \_\_\_\_\_

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Additional Comments:

Program Name:	Community Service
Program Description:	This program provides the placement and monitoring of Justice Involved Individuals (JII's) ordered to perform community service as part of their sentence or as a sanction for JII's who violate the conditions of their supervision. Community Service is imposed as a structured intermediate sanction in lieu of jail; JII's who fail to perform their community service may be required to serve the days in jail.
Program Category:	Community Service and Work Crew
Program Objectives:	1. Enhance public safety by closely monitoring those offenders at risk to recidivate. 2. Hold JII's accountable for violations of conditions of supervision.
Method(s) of Evaluation:	Regular case load audits performed by Administration.

Monthly Average to be Served: 30

Type of Offender(s) Served:

- Probation  
 Parole/Post-Prison  
 Local Control

Crime Category:

- Felony  
 Misdemeanor

Gender:

- Male  
 Female

Risk Level:

- High  
 Medium  
 Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>

Funding Sources

<input checked="" type="checkbox"/> State Grant-In-Aid Fund	\$10,000.00
<input checked="" type="checkbox"/> DOC M57 Supplemental Fund	\$2,254.00
<input type="checkbox"/> CJC Justice Reinvestment Grant	
<input checked="" type="checkbox"/> CJC Treatment Court Grant	\$637.00
<input type="checkbox"/> County General Fund	
<input type="checkbox"/> Supervision Fees	
<input checked="" type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP)	\$3,746.00
<input checked="" type="checkbox"/> Other Fees (revenue)	\$6,000.00
<input type="checkbox"/> Other State or Federal Grant	
Other: Please Identify	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

Additional Comments:



Program Name:	Community Supervision
Program Description:	<p>Community Supervision</p> <p>This program provides supervision to parole, post-prison, probation and conditional discharge offenders residing in Clatsop County. Supervision includes, but is not limited to, assessment of offender risk, referrals to treatment and cognitive programming, office contacts, residence checks, GPS monitoring, monitoring and collection of court-ordered financial obligations, imposition of structured sanctions, Pre-Sentence Investigation Reports, monitoring for substance abuse, and the coordination of community service requirements.</p> <p>Clatsop County Family Drug Court</p> <p>Family Drug Court is a voluntary program for parents with substance abuse issues who have children in the custody of the Department of Human Services. The Clatsop County Sheriff's Office Parole and Probation Division sits as a community partner on the team comprised of the Judge, representatives from the District Attorney's office, CASA, Clatsop Behavioral Healthcare, The Department of Human Services, a citizen volunteer and the parent's attorney. Family Drug Court utilizes a strengths-based approach to education and modify behavior. Participants are staffed by the team prior to their appearance in Court on a regular basis. Participants advance through a level system, with positive reinforcements for appropriate behavior and achievement of assigned goals. Each level requires abstinence from substance abuse and participation in a myriad of selected services designed to meet the needs of the offender. Participants work toward graduation of the program and reunification of their families.</p> <p>Sex Offender Supervision</p> <p>This program enhances community safety through the effective management of sex offenders. A Parole and Probation Officer with specialized sex offender training is assigned to supervise known sex offenders under supervision in Clatsop County. The sex offender supervision specialist is responsible for the assessment of all sex offenders using the Static-99 and the Stable/Acute Risk Assessments. Supervision includes referrals to treatment, participating in treatment programing, monitoring treatment progress, collecting DNA samples, performing community notifications, scheduling polygraph examinations, conducting home and office contacts, and other duties related to caseload management.</p> <p>The sex offender supervision specialist represents Clatsop County at the statewide Sex Offender Supervision Network meetings. Sex offenders who have successfully completed treatment, passed a full disclosure polygraph and have had no known significant violations may be eligible to be supervised on the low-level supervision caseload; sex offenders are not eligible for limited level supervision.</p> <p>Adult Drug Court</p> <p>Adult Drug Court is designed to provide options for offenders charged with crimes which qualify for conditional discharge or felony diversion, as well as high risk drug/alcohol affected offenders requiring intensive supervision, including the opportunity to enter a structured and cooperative process to promote habilitation through an enhanced supervision and treatment process. Offenders participating in the program will be placed under intensive supervision to ensure compliance with conditions of supervision, and adherence to treatment conditions.</p> <p>Mental Health Treatment Court</p> <p>The Clatsop County Mental Health Treatment court seeks to reward and reinforce positive pro-social behaviors and suppress anti-social behaviors through the appropriate use of intensive supervision, treatment services, and immediate sanctions. The objective of the Treatment Court is to reduce recidivism among adult probation, post-prison, and pre-adjudicated offenders with a present mental disorder or co-occurring disorders</p>

	<p><b>Domestic Violence Supervision</b></p> <p>This program enhances community safety through the effective management of individuals convicted of domestic violence crimes. Staff receive specialized training in the area of domestic violence. The Domestic Violence supervision specialist is responsible for the assessment of general risk as well as assessment for risk to commit domestic violence offenses in the future for male JII's using the ODARA. The supervising officer works collaboratively with our DV therapists with regard to supervision and treatment planning.</p> <p>Decisions regarding contact with victim(s)/survivor(s) and others is a joint process guided by conditions of supervision, program structure, and standards. Additionally, the supervising officer works collaboratively with our polygraph examiners to schedule routine and specific issue polygraph examinations which is also a joint decision between the supervision officer and the DV therapist when the JII is engaged in DV therapy. The supervising officer also engages the victim(s)/survivor(s) whenever possible to ensure victim/survivor safety, provide community supports and resource information, promote productive and open communication between supervising officer and victim/survivor and, when appropriate, organized and collaborative reunification planning.</p> <p><b>Gender Responsive Supervision</b></p> <p>Clatsop County Community Corrections developed a Gender Responsive caseloads for female JII's and those JII's who identify as female. We have a gender responsive caseload for both DV and General supervision. Research has shown that these individuals often have different drivers that cause them to become involved in the criminal justice system such as family stressors, inability to meet their needs, past trauma, and relationships. The assigned PO's are trained in the risk and need areas specific to this population which enables them to implement trauma informed responses and supervision strategies. These responses and strategies are aimed at reducing barriers to success by helping the JII identify needed community resources, providing affirming support in a safe space, tailoring responses to violations to be as helpful as possible while still providing for consistent accountability, and provide group events that encourage connection and shared unity both with other members of the caseload and within the community.</p> <p><b>Reduced Supervision Caseload</b></p> <p>Quality supervision entails determining risk levels to avoid both under and over supervision based on the individual's history, current situation, compliance level and needs. Clatsop County Community Corrections maintains a Reduced Supervision Caseload for those who are true low risk determined by appropriate risk assessment as well as demonstrated compliance with supervision and stability in the community. Those who are placed on this caseload are generally moved from their originally assigned caseload after the JII's risk/need and compliance level are determined. These individuals are monitored by the assigned supervising officer that they have access to when needed, but they are allowed autonomy and reduced contact with their PO. This allows them to manage their supervision and lives with minimal interference.</p>
Program Category:	Supervision
Program Objectives:	<ol style="list-style-type: none"> <li>1. Serve the community by enhancing public safety through the reformation of justice involved individuals and the reduction of criminal behavior.</li> <li>2. Identify the individual's risk/needs via appropriate assessments and create effective case plans.</li> <li>3. Utilize evidence-based programs and community partnerships.</li> </ol>
Method(s) of Evaluation:	Regular case load audits performed by Administration.

Monthly Average to be Served: 285

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium

Local Control

Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>

Funding Sources

<input checked="" type="checkbox"/> State Grant-In-Aid Fund	<u>\$1,816,512.00</u>
<input checked="" type="checkbox"/> DOC M57 Supplemental Fund	<u>\$100,000.00</u>
<input type="checkbox"/> CJC Justice Reinvestment Grant	<u> </u>
<input checked="" type="checkbox"/> CJC Treatment Court Grant	<u>\$278,003.00</u>
<input type="checkbox"/> County General Fund	<u> </u>
<input type="checkbox"/> Supervision Fees	<u> </u>
<input type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP)	<u> </u>
<input checked="" type="checkbox"/> Other Fees (revenue)	<u>\$12,000.00</u>
<input checked="" type="checkbox"/> Other State or Federal Grant	<u>\$10,000.00</u>
Other: Please Identify	
<input checked="" type="checkbox"/> Grant in Aid Supplemental	<u>\$70,508.00</u>
<input type="checkbox"/>	<u> </u>
<input type="checkbox"/>	<u> </u>

Additional Comments:

Program Name:	Downward Departure Program
Program Description:	The Clatsop County Downward Departure Program will be a collaborative team approach consisting of multiple community partners working together to address the individual risks/needs/responsivity for justice involved individuals in the program. The core CCDDP team will include a Clatsop County Sheriff's P& P Deputy, a Clatsop County Sheriff's Office Behavioral Health Deputy, and treatment providers from Clatsop Behavioral Healthcare. Key personnel will work collaboratively with treatment providers and other community partners to provide community resources to assist JII's as they move through the stages of change.
Program Category:	Supervision
Program Objectives:	<ol style="list-style-type: none"> <li>1. Reduce number of individuals being sentenced to prison.</li> <li>2. Reduce number of individuals serving long jail sanctions locally.</li> <li>3. Provide evidence-based cognitive behavioral dosage to reduce recidivism and provide long term stability to this specific high-risk population.</li> <li>4. Increase community safety and cost savings through the use of EBP.</li> <li>5. Reduce abscond and rearrest rates of participants.</li> </ol>
Method(s) of Evaluation:	Regular case load audits performed by Administration.

Monthly Average to be Served: 40

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>

Funding Sources

- State Grant-In-Aid Fund \_\_\_\_\_
- DOC M57 Supplemental Fund \_\_\_\_\_
- CJC Justice Reinvestment Grant           \$132,089.00
- CJC Treatment Court Grant \_\_\_\_\_
- County General Fund \_\_\_\_\_
- Supervision Fees \_\_\_\_\_
- Biennial Carryover (GIA, M57, FSAPP) \_\_\_\_\_
- Other Fees (revenue) \_\_\_\_\_
- Other State or Federal Grant \_\_\_\_\_
- Other: Please Identify  
 \_\_\_\_\_

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Additional Comments:

Program Name:	Electronic Monitoring/SCRAM
Program Description:	<p>This program will utilize GPS enabled electronic monitoring and SCRAM alcohol monitors as an alternative to jail sanctions when appropriate. This program is an alternative to jail for all risk Justice Involved Individuals (JII's), reserving jail space for more serious JII's.</p> <p>Participants may be placed on electronic monitoring (EM) at the Community Corrections Office or transferred to EM from the Clatsop County Jail as an alternative incarceration. The supervising officer will monitor compliance and will provide releasing authority with notification of successful/unsuccessful completion. The program also utilizes SCRAM Systems Alcohol Monitoring equipment for offenders with alcohol dependence/addiction.</p> <p>Pretrial Release Program</p> <p>The Pretrial Release Program also uses GPS enabled electronic monitoring and SCRAM alcohol monitors when the Court requires the defendant to be released on electronic monitoring.</p>
Program Category:	Community-Based Custodial Alternatives
Program Objectives:	<ol style="list-style-type: none"> <li>Enhance public safety by closely monitoring those offenders qualified to participate in the program.</li> <li>Through the use of GPS tracking and transdermal alcohol monitoring, improve the detection of violations related to the JII's conditions of supervision. Clatsop County will take immediate and appropriate actions with regards to violations.</li> <li>Provide Clatsop Circuit Courts an alternative to the imposition of jail sanction at sentencing. Clatsop County Community Corrections will provide electronic monitoring service to Clatsop Circuit Courts on as needed/requested basis providing all fees are paid in advance. 1.</li> </ol>
Method(s) of Evaluation:	Regular case load audits performed by Administration.

Monthly Average to be Served: 15

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>

Funding Sources

- State Grant-In-Aid Fund
- DOC M57 Supplemental Fund \$10,000.00
- CJC Justice Reinvestment Grant \$30,000.00
- CJC Treatment Court Grant \$2,775.00
- County General Fund
- Supervision Fees

<input type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP)	_____
<input checked="" type="checkbox"/> Other Fees (revenue)	_____ \$10,000.00
<input type="checkbox"/> Other State or Federal Grant	_____
Other: Please Identify	
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Additional Comments:

Program Name:	Housing/Subsidy Services
Program Description:	Subsidy assistance is available to indigent Justice Involved Individuals (JII's) who lack basic support. Once the Probation Deputy determines the offender has little to no funds to pay for basic needs, the Probation Deputy may submit a subsidy request to Administration for approval. Assistance may be requested to include clean and sober housing, food, Goodwill vouchers, bus tickets, prepaid cell phones, treatment/assessment expenses, or any other need as determined by Community Corrections which would assist the offender in being successful on supervision.
Program Category:	Transition Services
Program Objectives:	To provide necessary financial assistance to JII's in need of basic supports.
Method(s) of Evaluation:	Regular case load audits performed by Administration.

Monthly Average to be Served: 30

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>

Funding Sources

- State Grant-In-Aid Fund \$46,510.00
- DOC M57 Supplemental Fund \_\_\_\_\_
- CJC Justice Reinvestment Grant \$17,100.00
- CJC Treatment Court Grant \$6,390.00
- County General Fund \_\_\_\_\_
- Supervision Fees \_\_\_\_\_
- Biennial Carryover (GIA, M57, FSAPP) \_\_\_\_\_
- Other Fees (revenue) \_\_\_\_\_
- Other State or Federal Grant \_\_\_\_\_
- Other: Please Identify
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Additional Comments:



Program Name:	Pretrial Release Program
Program Description:	The Pretrial Release Specialist conduct interviews with in custody defendants and complete a validated risk assessment. The Pretrial Release Specialists prepare release recommendations to the Court, monitor conditions of release and provide court date reminders to the pretrial population. The Pretrial Release Program is funded with 2023-25 Justice Reinvestment Grant dollars. During the current biennium, this program will be shared between Oregon Judicial Department and Community Corrections, resulting in a reduction of Justice Reinvestment Program revenue being utilized by Pretrial Program.
Program Category:	Other Programs and Services
Program Objectives:	<ol style="list-style-type: none"> <li>1. Respect the rights of defendants while maximizing public safety and court appearance.</li> <li>2. Combine validated risk assessments, defendant interviews and confirmation of defendant factors to make objective release recommendations.</li> <li>3. Provide reasonable levels of supervision and monitoring to defendants on release.</li> </ol>
Method(s) of Evaluation:	Performance measurements: Appearance rate; safety rate; concurrence rate; success rate; and pretrial length of stay.

Monthly Average to be Served: 350

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>

Funding Sources

- State Grant-In-Aid Fund \_\_\_\_\_
- DOC M57 Supplemental Fund \_\_\_\_\_
- CJC Justice Reinvestment Grant \$304,351.00
- CJC Treatment Court Grant \_\_\_\_\_
- County General Fund \_\_\_\_\_
- Supervision Fees \_\_\_\_\_
- Biennial Carryover (GIA, M57, FSAPP) \_\_\_\_\_
- Other Fees (revenue) \_\_\_\_\_
- Other State or Federal Grant \_\_\_\_\_
- Other: Please Identify
- \_\_\_\_\_
- \_\_\_\_\_



Additional Comments:

Program Name:	Sex Offender Programs
Program Description:	<p>Justice Involved Individuals (JII's) are assigned by the releasing authority to enter and complete sexual offender treatment. Contracted specialists provide individual and group therapy and updated techniques to address the offender's thinking errors and aberrant behavior related to their sexual offending cycle as well as providing instruction activities to promote pro-social thinking and behavior. JII's will be assessed using current validated risk tools to determine level of supervision. Treatment and supervision strategies are then put in place to reduce the risk of sexual recidivism. Sex offenders attend weekly or bi-weekly meetings. The length of time in treatment varies based on JII's risk to the community, and their compliance with treatment and other conditions of supervision.</p> <p>Psychosexual evaluations</p> <p>Psychosexual evaluations are designed to identify the JII's level of risk for sexual and non-sexual recidivism; types and intensity of interventions that will be most beneficial; specific dynamic risk factors or criminogenic needs to be targeted through interventions; whether or not offender is amenable to interventions; responsivity factors that may impact engagement in and response to interventions; and strengths and protective factors related to the individual, as well as those that exist within family, peer, and other community support systems. Clatsop County will financially subsidize psychosexual evaluations for JII's on a case by case basis.</p> <p>Polygraph Examinations</p> <p>Polygraph examinations are conducted by a contracted polygraph examiner, specially trained and certified to perform this task. Polygraphs are used as a means of supervising sex offenders to deter illegal acts, provide early detection of prohibited conduct, and as a tool in sex offender treatment programming. Polygraphs are given every six months for maintenance compliance. Specific issue polygraphs are also given when there is suspected prohibited activity. Polygraphs examinations may also be used as a supervision tool for individuals convicted of other offenses within the capacity limits of the program.</p>
Program Category:	Behavioral Health Tx Services - Sex Offender Tx
Program Objectives:	<ol style="list-style-type: none"> <li>1. Serve the community by enhancing public safety through the reformation of JII's and the reduction of criminal behavior.</li> <li>2. All eligible sexual offenders will be referred and enter treatment within 60 days.</li> <li>3. All eligible sexual offenders who are currently engaged in sex offender treatment will undergo a polygraph examination every six months. Offenders who have completed treatment will submit to a yearly maintenance polygraph examination.</li> </ol>
Method(s) of Evaluation:	Regular case load audits performed by Administration.

Monthly Average to be Served: 55

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>
Michael Crowe	Sex Offender	GIA \$10,000
TBD	Sex Offender	GIA \$40,000.

Funding Sources

<input checked="" type="checkbox"/> State Grant-In-Aid Fund	\$71,000.00
<input type="checkbox"/> DOC M57 Supplemental Fund	
<input type="checkbox"/> CJC Justice Reinvestment Grant	
<input type="checkbox"/> CJC Treatment Court Grant	
<input type="checkbox"/> County General Fund	
<input type="checkbox"/> Supervision Fees	
<input type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP)	
<input checked="" type="checkbox"/> Other Fees (revenue)	\$32,000.00
<input type="checkbox"/> Other State or Federal Grant	
Other: Please Identify	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

Additional Comments: Michael Crowe will no longer provide treatment services as of September 30, 2023. We are currently conducting RFQ process to find new treatment provider(s).

Program Name:	Substance Abuse Programs
Program Description:	<p>Adult Drug Court</p> <p>Adult Drug Court is designed to provide options for Justice Involved Individuals (JII's) charged with crimes which qualify for conditional discharge or felony diversion, as well as high risk drug/alcohol affected individuals requiring intensive supervision, including the opportunity to enter a structured and cooperative process to promote habilitation through an enhanced supervision and treatment process. Clatsop County contracts with Clatsop Behavioral Healthcare to provide evidence based practices, services, and curricula. Individuals participating in the program will be placed under intensive supervision to ensure compliance with conditions.</p> <p>Measure 57 Program</p> <p>Clatsop County Sheriff's Community Corrections Office Division provides substance abuse treatment services to drug addicted felony or misdemeanor offenders under community supervision who have been convicted or charged with crimes listed in ORS 137.717 and who score as a high or medium risk to re-offend on the Public Safety Checklist or other validated risk tool.</p> <p>Clatsop County identifies eligible Measure 57 offenders during the intake process. Those offenders who are appropriate for Adult Drug Court will be referred to that program. M57 eligible JII's who are not accepted into Adult Drug Court will still receive intensive supervision and services via M57 supplemental funding.</p> <p>Clatsop County contracts with Clatsop Behavioral Healthcare (CBH) to provide the services of a Certified Drug and Alcohol Counseling to provide intensive outpatient treatment services to JII's. The CADC will work out of Clatsop County Community Corrections office and will engage with JII's and help identify those who may be ready to receive alcohol and drug treatment. The CADC will facilitate warm handoffs to CBH services (Recovery Allies, MAT, Sober housing, etc).</p>
Program Category:	Behavioral Health Tx Services - Substance Abuse
Program Objectives:	<ol style="list-style-type: none"> <li>1. Random urinalysis samples will be collected on all JII's participating in Adult Drug Court and Measure 57 programming.</li> <li>2. JII's testing positive for substances of abuse will be subject to short-swift sanctions and/or increased reporting.</li> <li>3. Within the first 60 days, program participants will be assessed using the appropriate assessment tool and case plans will be completed.</li> </ol>
Method(s) of Evaluation:	Regular case load audits performed by Administration.

Monthly Average to be Served: 50

Type of Offender(s) Served:  Probation  Parole/Post-Prison  Local Control

Crime Category:  Felony  Misdemeanor

Gender:  Male  Female

Risk Level:  High  Medium  Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>
Clatsop Behavioral Healthcare	Outpatient Substance Abuse	M57 \$80,000, CJC 160,000

Funding Sources

<input type="checkbox"/> State Grant-In-Aid Fund	_____
<input checked="" type="checkbox"/> DOC M57 Supplemental Fund	\$1,978.00
<input type="checkbox"/> CJC Justice Reinvestment Grant	_____
<input checked="" type="checkbox"/> CJC Treatment Court Grant	\$191,944.00
<input type="checkbox"/> County General Fund	_____
<input type="checkbox"/> Supervision Fees	_____
<input checked="" type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP)	\$107,151.00
<input type="checkbox"/> Other Fees (revenue)	_____
<input type="checkbox"/> Other State or Federal Grant	_____
Other: Please Identify	
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Additional Comments:

Program Name:	Treatment Court
Program Description:	The Clatsop County Treatment court seeks to reward and reinforce positive pro-social behaviors and suppress anti-social behaviors through the appropriate use of intensive supervision, treatment services, and immediate sanctions. The Clatsop County Treatment Court is a program with the goal of increasing access to and engagement in mental health and substance abuse treatment for eligible persons with a mental disorder, disability or condition who are residents of Clatsop County and are charged with or convicted of certain eligible criminal offenses. The objective of the Treatment Court is to reduce recidivism among adult probation, post prison, and pre-adjudicated offenders with a present mental disorder and or co-occurring disorders. The program is meant to decrease the likelihood of offenders committing new crimes by addressing antisocial/pro-criminal attitudes, values, belief systems, pro-criminal associations, temperament, and personality factors in evidence-based treatment. The program is also intended to stabilize offenders in the community through effective case management.
Program Category:	Behavioral Health Tx Services - Mental Health
Program Objectives:	1. Random urinalysis samples will be collected on all participants. 2. Treatment Court participants will be assessed and deemed appropriate for Treatment Court prior to admission into the program.  70% of Treatment Court participants will successfully complete the program or maintain involvement in mental health treatment services upon graduation/expiration.
Method(s) of Evaluation:	Regular case load audits performed by Administration.

Monthly Average to be Served: 20

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>
Clatsop Behavioral Healthcare	Dual Diagnosis	\$66,500 CJC

Funding Sources

- State Grant-In-Aid Fund \_\_\_\_\_
- DOC M57 Supplemental Fund \_\_\_\_\_
- CJC Justice Reinvestment Grant \_\_\_\_\_
- CJC Treatment Court Grant \$90,479.00 \_\_\_\_\_
- County General Fund \_\_\_\_\_
- Supervision Fees \_\_\_\_\_
- Biennial Carryover (GIA, M57, FSAPP) \_\_\_\_\_
- Other Fees (revenue) \_\_\_\_\_
- Other State or Federal Grant \_\_\_\_\_

Other: Please Identify

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Additional Comments:



Program Name:	Transition Services
Program Description:	<p>Transitional Services/County and DOC Pre-Release Planning</p> <p>The Transition Program is designed to enhance public safety through effective transitioning of Justice Involved Individuals (JII's) from state and local custody to the community. Staff will identify all Adults in Custody (AIC's) incarcerated in Oregon Department of Corrections institutions who are scheduled to be released to Clatsop County on Parole or Post-Prison Supervision. Prior to physical release, advance coordination and release planning will be conducted. Clatsop County will provide short-term financial assistance to ensure smooth transition from custody to community. This program may provide assistance to individuals with many reentry needs such as housing, treatment, identification, bus passes, medications, hygiene items, cellphones and clothing. The Transition Officer is responsible for identifying all persons incarcerated in Oregon Department of Corrections institutions who are scheduled to be released to Clatsop County on parole or post-prison supervision. The Transition Officer is also responsible for establishing release plans for all Senate Bill 1145 (Local Control) AIC's incarcerated in the Clatsop County Jail. The Transition Officer tracks time served, statutory good time accrual, custody units served and release dates. The Transition Program also assures that all statutory notifications are met, such as notifications to the Sheriff, District Attorney, Courts, and victims.</p> <p>Subsidy Assistance</p> <p>Financial assistance for JII's on supervision to purchase food, transportation, work clothing, crisis and transition housing.</p>
Program Category:	Transition Services
Program Objectives:	<p>1. At least 90% of eligible AIC's scheduled to be released to Clatsop County will be contacted within 6 months prior to their scheduled release.</p> <p>2. 100% of indigent homeless offenders being released from long term custody will be considered for subsidy assistance for transitional housing if they are not eligible for other indigent community housing services.</p> <p>4. Placement of transitional JII's in stable and appropriate housing; increase supervision compliance; increase ability to locate JII's; increase public safety; reduce recidivism.</p>
Method(s) of Evaluation:	Regular case load audits performed by Administration.

Monthly Average to be Served: 15

Type of Offender(s) Served:

- Probation  
 Parole/Post-Prison  
 Local Control

Crime Category:

- Felony  
 Misdemeanor

Gender:

- Male  
 Female

Risk Level:

- High  
 Medium  
 Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>

Funding Sources

- State Grant-In-Aid Fund \$30,000.00  
 DOC M57 Supplemental Fund

<input type="checkbox"/> CJC Justice Reinvestment Grant	_____
<input type="checkbox"/> CJC Treatment Court Grant	_____
<input type="checkbox"/> County General Fund	_____
<input type="checkbox"/> Supervision Fees	_____
<input type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP)	_____
<input type="checkbox"/> Other Fees (revenue)	_____
<input type="checkbox"/> Other State or Federal Grant	_____
Other: Please Identify	
<input checked="" type="checkbox"/> Transitional Fund	\$8,446.00
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Additional Comments:

Program Name:	1145 Jail Custody/Sanction Beds
Program Description:	Justice Involved Individuals (JII's) in Clatsop County who have been sentenced to serve an 1145 custody sentence or sanctioned to serve jail time will do so in the Clatsop County Correctional Facility.  Community Corrections addresses violations of community supervision by utilizing a continuum of sanctions. Jail sanctions will be served in the Clatsop County Correctional Facility. Sanctions will be swift and certain and in concert with Oregon Administrative Rules 291-058-0010 thru 291-058-0070.  Community Corrections will purchase 6 custody beds from Clatsop County Correctional Facility to incarcerate selected offenders who violate conditions of supervision, coupled with presenting a continuing pattern of misconduct or threat to community safety.
Program Category:	Custodial/Sanction Beds
Program Objectives:	1. Ensure and enhance community safety by holding JII's accountable for their actions. 2. Provide custody beds for use by JII's supervised by Community Corrections when no other viable alternative custody program is available or appropriate.
Method(s) of Evaluation:	Regular case load audits performed by Administration.

Monthly Average to be Served: 30

Type of Offender(s) Served:

- Probation
- Parole/Post-Prison
- Local Control

Crime Category:

- Felony
- Misdemeanor

Gender:

- Male
- Female

Risk Level:

- High
- Medium
- Low

Which Treatment Provider(s) Will You Use Within This Program?

Provider Name	Treatment Type <small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small>	What, if any, state dollars are budgeted to the program and how much to each fund? <small>(ie., GIA-\$25,000; M57-\$5000)</small>

Funding Sources

- State Grant-In-Aid Fund \$520,000.00
- DOC M57 Supplemental Fund \$40,000.00
- CJC Justice Reinvestment Grant \_\_\_\_\_
- CJC Treatment Court Grant \_\_\_\_\_
- County General Fund \_\_\_\_\_
- Supervision Fees \_\_\_\_\_
- Biennial Carryover (GIA, M57, FSAPP) \$40,000.00
- Other Fees (revenue) \_\_\_\_\_
- Other State or Federal Grant \_\_\_\_\_
- Other: Please Identify \_\_\_\_\_
- \_\_\_\_\_

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Additional Comments:



# Clatsop County

Public Safety Coordinating Council

800 Exchange St., Suite 200

Phone (503) 325-8601

Fax (503) 338-3648 fax

[www.co.clatsop.or.us](http://www.co.clatsop.or.us)

September 8, 2023

Clatsop County Board of Commissioners  
800 Exchange St #410  
Astoria, OR 97103

Dear Commissioners,

Every two years the Community Corrections Division of the Clatsop County Sheriff's Office develops and submits a Community Corrections Plan to the Oregon Department of Corrections detailing the programs and services to be used by the county. This biennial plan describes our programs, objectives, evaluation methods, and budgeting resource. Prior to submission the biennial plan must be approved by the Local Public Safety Coordinating Council and presented to the Board of Commissioners for their review and approval.

The Local Public Safety Coordinating Council met on today and reviewed the 2023-2025 Community Corrections Biennial Plan as prepared and presented by Lieutenant Kristen Hanthorn. LPSCC Members voted to recommend the Board approval of the plan as required by ORS 423.560 (3)(a)(A).

We greatly appreciate the work and dedication of the Sheriff's Office staff and fully support the 2023-2025 Community Corrections Biennial Plan.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kelly Braaten".

Kelly Braaten, Juvenile Department Director  
Chair, Public Safety Coordinating Council



**Clatsop County**  
Board of Commissioners

800 Exchange St., Suite 410  
Astoria, OR 97103  
(503) 325-1000 phone / (503) 325-8325 fax  
[www.co.clatsop.or.us](http://www.co.clatsop.or.us)

October 26, 2023

Jeremiah Stromberg, Asst Director  
DOC-Community Corrections Division  
3723 Fairview Industrial Dr SE 200  
Salem, OR 97302

Re: 2023-25 Community Corrections Plan

Dear Sir,

The Clatsop Board of Commissioners are pleased to support the 2023-25 Community Corrections Plan as submitted by our Local Public Safety Coordinating Council. We reviewed and voted to approve the plan at our BOC meeting on October 25, 2023.

On behalf of the Clatsop County Board of Commissioners, thank you and your staff for their continued support of our local community corrections programs.

Sincerely,

Mark Kujala  
Chair, Clatsop County Board of Commissioners

**INTERGOVERNMENTAL AGREEMENT #6524  
BETWEEN THE STATE OF OREGON AND CLATSOP COUNTY**

This Intergovernmental #6524 (Agreement) is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Clatsop County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the Department on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides “the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision”;

Whereas, ORS 144.334 provides that the Board of Parole and Post-Prison Supervision may authorize issuance of citations by supervising officers;

Whereas, ORS 144.343 provides that the Board of Parole and Post-Prison Supervision may delegate the authority to impose sanctions as provided in ORS 144.106 and to continue a violator on parole or post-prison supervision with the same or modified conditions;

Whereas, ORS 423.478(2)(a) - (f) assigns responsibility for all offenders on probation, parole, post-prison supervision and those offenders sentenced or revoked for periods of one year or less, and on conditional release to COUNTY;

Whereas, ORS 137.545 and 137.595 provide that courts may delegate the authority to parole/probation officers to impose sanctions for probationers through a system of Structured Sanctions; and

Whereas, ORS 423.555 requires DEPARTMENT, with cooperation from COUNTY, to establish and operate a Statewide Evaluation and Information System and to monitor effectiveness of corrections services provided to criminal offenders under ORS 423.500 to 423.560.

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

## I. DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement, effective only after all parties have signed and all approvals have been obtained. Plan Modifications are **NOT** Amendments.
- B. Budget Summary: The part of the County Corrections Plan that reflects the amount of County Corrections Grant funds granted by DEPARTMENT to COUNTY to implement the programs in the Plan. The Budget Summary is attached to this Agreement as Exhibit A.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All County agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. County Community Corrections Plan or Plan: A document developed by the Local Public Safety Coordinating Councils and adopted by COUNTY's governing body pursuant to ORS 423.525 and 423.535 and received by DEPARTMENT's director or designee.
- F. County Community Corrections Plan Modification: A written change or alteration to the County Corrections Plan promulgated by COUNTY modifying the Plan subject to ORS 423.525, effective upon the date the written change or alteration has been submitted to the DEPARTMENT representative under this Agreement.
- G. County Community Corrections Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of county corrections programs including, but not limited to, preventive or diversionary correctional programs, probation, parole, post-prison supervision work release and local correctional facilities and programs for adults on supervision.
- H. Adult on Supervision (AOS): Any person under supervision who is on parole, post-prison supervision, transitional leave, work release, local control, and/or probation status.
- I. Sanctions or Structured Sanctions: A response to adult on supervision violations of conditions of supervision that uses custody units.



- J. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- K. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.

## II. AUTHORITY AND DURATION

### A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520, ORS 423.530 and 423.535.

### B. Duration

This Agreement will become effective on **July 1, 2023** and will remain in effect until **June 30, 2025** or until terminated according to Section X, captioned TERMINATION.

## III. PLAN; PLAN MODIFICATIONS

- A. County Community Corrections Plan: COUNTY will create a County Community Corrections Plan meeting the requirements of ORS 423.525 outlining the basic structure of supervision, services, and local sanctions to be applied to adults on supervision sentenced or convicted of felonies, designated drug-related misdemeanors, or designated person misdemeanors and on supervision in the county. The Plan consists of program descriptions and budget allocations and is included by this reference as part of this Agreement. The Plan must be received and approved by DEPARTMENT before disbursements can be made by COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. COUNTY may modify the Plan according to ORS 423.525 and the administrative rules thereunder governing the support and development of County Corrections Programs. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: No Plan Modifications shall take effect until COUNTY gives written notice to DEPARTMENT, in a form approved by DEPARTMENT. DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.

#### **IV. AMENDMENTS GENERALLY**

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties.

#### **V. DUTIES AND RESPONSIBILITIES OF COUNTY**

- A. COUNTY shall assume administrative responsibility for correctional supervision and services within its jurisdiction, as outlined in the Plan.
- B. COUNTY shall designate a Community Corrections Manager.
- C. COUNTY will meet the goals for community corrections in Oregon described below:
  - 1. Reduce Criminal Behavior
    - a. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from initial admission to probation.
    - b. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from first release to parole/post-prison supervision.
  - 2. Enforce Court, Board of Parole and Post-Prison Supervision, and Local Supervisory Authority Orders:
    - a. Indicator: the percentage of positive case closures for adults on parole/post-prison supervision.
    - b. Indicator: the percentage of positive case closures for adults on probation.
  - 3. Assist Offenders to Change:
    - a. Indicator: employment rates for adults on supervision.
    - b. Indicator: substantial compliance with treatment requirements.
  - 4. Provide Reparation to Victims and Community

- a. Indicator: the percentage of restitution and compensatory fines collected, owed to victims.
  - b. Indicator: the percentage of community service hours provided by adults on supervision.
  
- D. Except as otherwise provided by the DEPARTMENT's rules or orders, COUNTY will adopt and implement a continuum of administrative sanctions used by DEPARTMENT and the Board of Parole and Post-Prison Supervision for violators of conditions of probation, parole and post-prison supervision as authorized by ORS 144.106, 144.334, 144.343 and 137.540 and the rules thereunder. COUNTY will manage local control post-prison supervision in accordance with the rules and practices of the Board of Parole and Post-Prison supervision.
  
- E. COUNTY will follow the Oregon Administrative Rules (OAR's) applicable to community corrections, including but not limited to the following:
  - 1. Computerized Information System Access and Security OAR 291-005-0005 through 291-005-0075.
  - 2. Case Transfer, OAR 291-019-0100 through OAR 291-019-0225.
  - 3. Community Corrections Programs, OAR 291-031-0005 through OAR 291-031-0360.
  - 4. Pre-sentence Investigation, OAR 291-038-0005 through 291-038-0050.
  - 5. Structured, Intermediate Sanctions OAR 291-058-0010 through OAR 291-058-0070.
  - 6. Short-term Transitional Leave, OAR 291-063-0100 through 291-063-0140.
  - 7. Records Management, OAR 291-070-0100 through OAR 291-070-0140.
  - 8. Community Case Management, OAR 291-078-0005 through OAR 291-078-0031.
  - 9. Admission, Sentence Computation and Release, OAR 291-100-0005 through OAR 291-100-0160.
  - 10. Interstate Compact, OAR 291-180-0106 through OAR 291-180-0275.
  - 11. Sex Offenders, Special Provisions, OAR 291-202-0010 through 291-202-0130.
  - 12. Active and Inactive Probation, OAR 291-206-005 through 291-206-0030.
  - 13. Earned Discharge, OAR 291-209-0010 through 291-209-0070.
  - 14. Dangerous Offenders, OAR Chapter 255, Divisions 36 and 37.
  - 15. Release to Post-Prison Supervision or Parole and Exit Interviews, OAR Chapter 255, Division 60.
  - 16. Conditions of Parole and Post-Prison Supervision, OAR Chapter 255, Division 70.

17. Procedures for Response to Parole and Post-Prison Supervision Condition Violations for Offenders Under the Jurisdiction of the Board of Parole and Post-Prison Supervision or Local Supervisory Authority, OAR Chapter 255, Division 75.
  18. Active and Inactive Parole and Post-Prison Supervision, OAR Chapter 255, Division 94.
  19. Archiving, OAR Chapter 166.
- F. COUNTY will follow all applicable Federal and State civil rights laws including, but not limited to:
1. Federal Code, Title 5 USCA 7201 et seq. - Anti-discrimination in Employment.
  2. Oregon Statutes, Enforcement of Civil Rights: ORS 659A.009, 659A.006, and 659A.030.
  3. Americans with Disabilities Act.
- G. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate [ . . . ] in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information Systems in a complete, accurate, and timely manner. COUNTY agrees to, and does hereby grant DEPARTMENT the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- H. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- I. COUNTY will follow DEPARTMENT prescribed allotment and expenditure reporting system and shall provide this information on each discrete program in the COUNTY Corrections Plan. This system will be used for controlling County Corrections Grant funds by DEPARTMENT and to provide suitable records for an audit. COUNTY will make available to the DEPARTMENT copies of its annual audit report required by ORS 297.425.
- J. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement. If funding is reduced below the amount set out in ORS 423.483, the County may elect to terminate pursuant to Section X, below.

- K. COUNTY will participate in all of the systems that comprise the Statewide Evaluation and Information Systems. COUNTY will enter and keep current information on adults on supervision in the Law Enforcement Data System (LEDS) Enter Probation Record (EPR) System.
- L. COUNTY will retain responsibility for cases transferred to and accepted by another state under the terms of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for parole, post-prison, and probation adults on supervision that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- M. COUNTY will comply with ORS 182.515-182.525. Programs identified by the committee described in ORS 423.150 and receiving any state grant funds shall be evidence based. Evidence based programs are delivered consistent with the findings in research about what works best to reduce recidivism.

## **VI. DEPARTMENT RESPONSIBILITIES**

- A. DEPARTMENT will furnish to COUNTY, in a timely manner, those procedures, directives, records, documents and forms required for COUNTY to meet its obligations.
- B. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. This data includes, but is not limited to, details regarding outcomes noted in Subsection V(C). DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- C. DEPARTMENT agrees to provide COUNTY an opportunity to review and comment on all new or revised administrative rules that have fiscal or programmatic impact on COUNTY.
- D. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- E. If COUNTY ceases to participate in County Corrections programs as described in ORS Chapter 423, DEPARTMENT may recover title and possession to property previously transferred to COUNTY or purchased by COUNTY with County Corrections Grant funds.

- F. DEPARTMENT grants to COUNTY continual access to the DEPARTMENT's computer system at no charge to COUNTY. All costs (including but not limited to any equipment or software upgrades) to ensure this access; however, is the responsibility of COUNTY. If DEPARTMENT's computer is used in any way other than for pass-through of COUNTY data to the DEPARTMENT's system, COUNTY will provide support for additional activities. DEPARTMENT will provide timely notification and technical assistance when changes are made that impact applicable restrictions on the software, if any. If COUNTY uses DEPARTMENT's data circuits or network connections to access a third party jail management system, the terms of the attached Exhibit B apply. If DEPARTMENT determines that COUNTY has not complied with the terms of Exhibit B, DEPARTMENT may immediately suspend COUNTY access to DEPARTMENT's computer system.
- G. DEPARTMENT's Community Corrections Division will administer the provisions of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for adults on parole, under post-prison supervision, and on probation that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- H. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.
- I. DEPARTMENT will provide technical assistance to COUNTY on changes in Oregon Statutes and Oregon Administrative Rules.

## **VII. FUNDS**

- A. The Budget Summary, Exhibit A, lists the County Corrections Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. The Plan and this fully executed Agreement must be received by the DEPARTMENT from the COUNTY. After receipt of both the Plan and the executed Agreement, DEPARTMENT will authorize payments to the COUNTY as scheduled in this Section VII.
- C. The first payment to COUNTY will occur as soon as possible after the DEPARTMENT's budget is legislatively approved and implemented and quarterly thereafter.
- D. The DEPARTMENT will disburse to COUNTY one eighth of the County Correction Grant Funds authorized under this Agreement within 15 days of

each of the following dates; 7/1/23, 10/1/23, 1/1/24, 4/1/24, 7/1/24, 10/1/24, 1/1/25, and 4/1/25.

DEPARTMENT's obligation to disburse County Correction Grant Funds is subject to satisfaction, on the date of each disbursement, of each of the following conditions:

1. COUNTY is in compliance with all terms and conditions of this Agreement;
  2. This Agreement has not been terminated; and
  3. DEPARTMENT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.
- E. Both parties agree that all reallocations of funds between or within programs shall require a County Community Corrections Plan Modification, except that COUNTY may reallocate up to ten percent of funds in any budget category in the approved Plan between or within programs without a County Community Corrections Plan Modification. COUNTY shall notify DEPARTMENT in writing of such reallocation within 30 days after making the reallocation.
- F. Unexpended Funds: Fund balances remaining at the termination of this agreement may be retained by the COUNTY, upon approval by the DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- G. Supervision fees previously collected by COUNTY will be used to offset costs of supervising the probation, parole, post-prison supervision or other supervised release.
- H. Unauthorized Expenditures: Any County Corrections Grant Funds expended for unauthorized purposes will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT upon request.
- I. For purposes of the delivery of field corrections services, DEPARTMENT recognizes COUNTY as an ongoing partner for all County Corrections appropriations provided by the State of Oregon Legislature according to ORS 423.475 to 423.565.
- J. Funding for Sexually Violent Dangerous Offenders: After receipt and review of an invoice from the COUNTY, DEPARTMENT will reimburse

COUNTY at the daily rate established by the DEPARTMENT for the intensive supervision of adults on supervision designated as sexually violent dangerous offenders by the Court or Board of Parole and Post-Prison Supervision only from the amount specifically appropriated for the increased level of supervision of such adults on supervision.

- K. In the event that the COUNTY retains funds to spend in the next biennium under Subsection VII(F), then Subsections VII (D)-(G) and (I)-(J) will survive termination or expiration of this Agreement.

## **VIII NONCOMPLIANCE**

- A. The Assistant Director of Community Corrections or the Assistant Director's designee shall biennially review COUNTY's compliance with this Agreement under ORS 423.500 to 423.560. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.
- B. If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with this Agreement or Plan, DEPARTMENT shall contact COUNTY regarding the alleged noncompliance and offer technical assistance to reach compliance. If COUNTY does not resolve the alleged noncompliance, DEPARTMENT shall, after giving COUNTY not less than 30 calendar days' notice, conduct a hearing to ascertain whether there is substantial compliance or satisfactory progress being made toward compliance. After technical assistance, which may include peer review or other assistance, is provided and the hearing occurs, DEPARTMENT may suspend any portion of the funding made available to COUNTY under ORS 423.500 to 423.560 until County complies as required.
- C. In the event that a dispute arises, COUNTY may appeal to the Director of the Department of Corrections.

**IX INDEMNIFICATION** COUNTY shall comply with the contribution, ADR, subcontractor indemnity and subcontractor insurance requirements set forth in Exhibit C.

## **X TERMINATION**

- A. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension, but this Agreement may be extended only by written Amendment.
- B. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any



appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of this Agreement including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.

- C. If COUNTY chooses to discontinue participation in the Plan as described in this Agreement and ORS 423.483(2), COUNTY may terminate participation at the end of any month by delivery of a resolution of the Board of Commissioners to the DEPARTMENT's Director or the Director's designee not less than 180 calendar days before the date on which COUNTY intends to discontinue its participation. Termination of COUNTY participation may occur only at the end of a month. This Agreement will terminate on the same date that COUNTY discontinues its participation in the Plan.
- D. If COUNTY terminates participation, the following will apply:
  - 1. The responsibility for correctional services transferred to COUNTY and any unused County Corrections Grant funds will revert to DEPARTMENT.
  - 2. The responsibility for supervision of and provision of correctional services to misdemeanor offenders does not revert to DEPARTMENT under any circumstances except those of adults on supervision convicted of designated drug-related misdemeanors or designated person misdemeanors.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon fails to provide any funding. If there is reduced state funding as described in ORS 423.483, County may terminate the Agreement as described herein.

## **XI COMPLIANCE WITH APPLICABLE LAW**

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. DEPARTMENT's performance under this Agreement is conditioned upon COUNTY's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, as amended from time to time, which are made applicable to this Agreement and incorporated herein by this reference. All employers, including

COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require County or Department to act in violation of state or federal law or the Constitution of the State of Oregon.

## **XII ACCESS TO RECORDS**

For not less than six (6) years after Agreement expiration or termination, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of: (i) the date that is not less than six (6) years following the Agreement expiration or termination date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees that full access to DEPARTMENT will be provided in preparation for and during litigation and that copies of applicable records shall be made available upon request and payment by DEPARTMENT for the COUNTY's cost to produce the copies.

## **XIII SURVIVAL**

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, IX, X, XI, XII, XIII, and XIV.

## **XIV GOVERNING LAW; JURISDICTION; VENUE**

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

## **XV WAIVER**

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

**XVI EXECUTION AND COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

**XVII MERGER; INTEGRATION**

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written agreement will be valid or binding. This Agreement will supersede all previous communications, representations, whether verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON  
DEPT. OF CORRECTIONS

CLATSOP COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Jeremiah Stromberg, Asst. Director

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved for Legal Sufficiency  
Oregon Attorney General's Office:

/s/ Sam Zeigler per email dated 5/4/21  
Assistant Attorney General

**EXHIBIT A**  
**BUDGET SUMMARY**  
**CLATSOP COUNTY**  
**(to be added by DEPARTMENT after**  
**COUNTY submission of the County Corrections Plan)**

## **EXHIBIT B**

### CLATSOP COUNTY

#### NETWORK ACCESS BY COUNTY

1. COUNTY jail users will be permitted to use existing DEPARTMENT data circuits to access third party systems. Access is permitted for jail management system application users only. COUNTY jail users will not be permitted to use DEPARTMENT circuits for video conferencing, Real Audio, Internet access, applications that require large amounts of bandwidth, or other jail management software online service or system unless approved by DEPARTMENT. COUNTY jail users will be permitted to use DEPARTMENT's data circuits for video image transmissions using a NIST standard (available from DEPARTMENT upon request).

- A. All network traffic covered by this agreement will employ TCP/IP network protocols.
- B. DEPARTMENT will continue its policy of only providing one router to each county. This means that if COUNTY's jail and the parole and probation office are located in separate buildings, COUNTY will be responsible for providing a connection between the two buildings.

2. COUNTY understands and acknowledges that DEPARTMENT is subject to the public records provision of ORS 192.311 through 192.478 and other applicable laws and administrative rules which establish uniform guidelines and procedures for the release of information from DEPARTMENT's computer system.

**EXHIBIT C  
INDEMNIFICATION  
CLATSOP COUNTY**

**Contribution**

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Department is jointly liable with the County (or would be if joined in the Third Party Claim ), the Department shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the Department on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Department on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the Department on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

## **Alternative Dispute Resolution**

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

## **Indemnification by Subcontractors**

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

## **Subcontractor Insurance Requirements**

### **GENERAL**

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to County. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

## **TYPES AND AMOUNTS**

### **PROFESSIONAL LIABILITY**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

**"TAIL" COVERAGE** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and the Department may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE** The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE** County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

October 25, 2023

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**Agenda Title:** Extension Advisory Council Appointment of Applicant  
**Category:** Consent Calendar  
**Presented By:** Amanda Gladics, Assoc. Professor of Practice, Coastal Fisheries  
Extension/OSU Clatsop Co. Extension Local Liaison

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**Issue Before the Commission:** Request to appoint applicant to the Clatsop Extension Advisory Council for a term of three years.

### Extension Advisory Council Applicant

Name	Area of representation / occupation
Jenny Pool Radway	Exec. Director, Consejo Hispano

Complete application submitted as **(Exhibit A)**.

### Informational Summary:

We currently have seven members on the council, all whose terms began March 2022. Additional committee members were recruited to stagger terms. Article III, Section 3 of the current Clatsop Extension Advisory Council Bylaws state:

#### Article III – Membership

**3.** The Advisory Council shall consist of no fewer than five nor more than fifteen members.

Bylaws approved Oct. 2022 attached as **(Exhibit B)**.

A call for applicants was placed under 'Committee Vacancies' on the Clatsop County website and shared with our contacts in September 2023 as noted in **(Exhibit C)**.

### Current Extension Advisory Council Members

Name	Area of representation / occupation	Term Expiration Date
Patrick Corcoran	Sea Grant/Coastal Hazards Retired	04/30/2025

Ed Johnson	Ag/Livestock/Small Farms	04/30/2025
Kevin Leahy	CEDR/CCC Small Business Development Center	04/30/2025
John Nygaard	Forestry & Wood Products Industry /Attorney	04/30/2025
Melissa Padgett	4-H Association/Tongue Point Job Corps	04/30/2025
Chad Washington	Forestry/GreenWood Resources	04/30/2025
Angi Wildt	Farmer's Markets/Sunset Empire Parks & Rec, Business Owner	04/30/2025

**Fiscal Impact:** None

**Requested Action:**

"I move that the Board approve the appointment of Jenny Pool Radway to the Clatsop Extension Advisory Council for a term of three years."

**Attachment List**

- A. Application – Jenny Pool Radway
- B. By-laws, approved Oct. 2022
- C. Call for applicants, announced on County Website and shared with our contact list, Sept. 2023

# Committee Vacancies Application: Submission #55

## Date

Sat, 09/09/2023 - 00:00

## Applicant Information

Jenny Pool Radway

P.O. Box 1029,

1373 Duane St.,

Astoria. 97103

[jenny@consejohispano.org](mailto:jenny@consejohispano.org)

503-325-4547

## Current Occupation

Executive Director

## Past Occupation (if currently retired)

N/A

## Years Resident of County

4

## In which Commissioner District do you reside?

2

## Committee, Board or Commission Applied For

4H Extension Service

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

I have experience in program development, education, community organizing, and public advocacy. More importantly, I have knowledge of the issues and needs of the Latinx community and I have a commitment to improving the lives of the community members in the county.

You can find my professional and educational background on LinkedIn:

<https://www.linkedin.com/in/jenny-pool-radway-7432a118/>

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

My interest in serving on the 4-H and Extension Service Advisory Council is for the following reasons:

- To support and contribute to the work being done by the 4H Extension Service team of helping youth learn life skills, connect with adults in meaningful ways and help the community thrive
- To share my knowledge, skills, expertise, and perspectives with the advisory council and help shape the direction and impact of the council
- To learn from other members of the council and the staff, as well as gain new insights and experiences
- To make a positive difference in the community

## **BYLAWS**

### **Clatsop County Extension Advisory Council**

#### **ARTICLE I - NAME**

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

#### **ARTICLE II - PURPOSE**

The purpose of this council is to provide advice in guiding Extension's educational programs with the goal of providing social, economic, and environmental benefits for Clatsop County, including but not limited to:

- Healthy communities and economies
- Resilient and productive forests and natural ecosystems
- Sustainable agriculture, food systems, and gardening
- Thriving youth, individuals and families

#### **ARTICLE III - MEMBERSHIP**

1. Members of Advisory Council will be selected for a three-year term. A member may serve only two consecutive terms.
2. The county Extension staff shall be non-voting ex-officio members of the council.
3. The Advisory Council shall consist of no fewer than five nor more than fifteen members.
4. Election of members to the Council shall be through a public application process. Vacancies shall be filled by the same process in consultation with the Regional Director and existing council membership.
5. After two consecutive absences without good cause shown for their absences, the council, by simple majority vote at any council meeting, may remove a member from the council.
6. Removal: Members may be immediately removed from the advisory council, should the Regional Director determine:
  - The member's actions may reflect poorly upon Extension, the University, or the

County.

- The member fails to display professionalism, dignity, courtesy, and appropriate behavior towards other members, Extension staff, or when presenting themselves to the community in their role as a member.
- When the member is routinely or continually disruptive to any Extension or Oregon State University activity or operation or their actions lack positive contributions to the advisory council mission.

#### **ARTICLE IV - RESPONSIBILITIES**

Responsibilities of Advisory Council shall be to provide support activities in the following areas:

1. Recommend/suggest and develop methods of promoting (marketing) and advocating for Extension in Clatsop County, as well as campus-based expertise.
2. Participate in the County Extension budget processes, including providing input to the budget process as it relates to developing educational priorities, and advocating for the budget with county commissioners or key stakeholders.
3. Serve as sounding boards and needs assessments committees in local communities.
4. Identify resources and needs of the community which Extension could help develop and address.
5. Engage with the Extension Advisory Council to advocate for the needs of OSU Extension programs in Clatsop County.

#### **ARTICLE V – MEETINGS**

Meetings will be held a minimum of two times a year or more frequently should the Regional Director, county Extension staff, and council so determine. The Administrative Office Manager and/or Local Liaison will organize and manage the meeting schedule.

#### **ARTICLE VI - QUORUM**

Council members in attendance at any regular or called meeting shall constitute a quorum.

## ARTICLE VII - AMENDMENTS

By-laws may be amended by a majority vote of the members present at any regular or called meeting.

Revised June, 2022  
Approved Oct. 25, 2022

Agricultural Sciences, Natural Resources, Family and Community Health, 4-H Youth, Forestry, Natural Resources, Sea Grant and Open Campus programs. Oregon State University, United States Department of Agriculture and Oregon counties cooperating. The Extension Service offers its programs and materials equally to all people.



Search

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## Committee Vacancies

*Please Note:*

*Upon appointment, member must sign the [Statement of Roles & Responsibilities](#) form in order to serve as a member to a council and/or committee.*

**Applications are being accepted for the following boards and committees:**

**Clatsop County Fair Board**

+

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**Property Tax Appeals Board**

+

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**4H & Extension Advisory Council**

+

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### Application Instructions

To apply for the [Board of Property Tax Appeals \(BoPTA\) position](#), complete this fillable application.

To apply for other positions, you can either:

- 1) Print the [PDF Application](#) and submit via mail to 800 Exchange St. Ste. 410, Astoria, OR 97103, or [email](#).
- 2) Complete this [Online Application](#).

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## SUPPORTING DOCUMENTS

 [Fillable PDF Committee Application](#) (130.18 KB)

 [Statement of Roles and Responsibilities all Committees & Councils](#) (209.32 KB)



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

October 25, 2023

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**Agenda Title:** Award of Contract to Update Comprehensive Plan Goals 16 and 17  
**Category:** Consent Calendar  
**Presented By:** Gail Henrikson, Community Development Director

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**Issue Before the Commission:** Approval of a contract with the Columbia River Estuary Study Taskforce (CREST) to update Comprehensive Plan Goals 16 and 17

**Informational Summary:** The FY 23/24 Community Development Work Plan, approved by your Board on June 14, 2023, includes three tasks related to the comprehensive plan update. One of the tasks is the update of Goals 16 (Estuarine Resources) and 17 (Coastal Shorelands). Plans for the three estuaries addressed in Goal 16 were first adopted in the 1980s and amended in 1990, 1992 and 2005. Goal 17 has not been amended or updated since its original adoption in 1980.

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

- Columbia River Estuary Study Taskforce - \$149,964
- Sea and Shore Solutions - \$149,000

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

**Fiscal Impact:** The proposed cost is \$149,964, to be paid for with funds budgeted from the County's Special Project Fund.

### Requested Action:

Approve the contract with CREST for an amount not to exceed \$149,964 and allow the County Manager to sign the contract and any amendments.

### Attachment List

- A. CREST Contract
- B. Notice of Intent to Award

C. Request for Proposals

# EXHIBIT A

*CREST Contract*



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

Contract No. \_\_\_\_\_

## **PERSONAL/PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT is by and between Clatsop County (“County”) and the **Columbia River Estuary Study Taskforce (CREST)** (“Contractor”). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed **\$149,964.00** to be paid to Contractor by County, Contractor agrees to perform between date of execution and **October 31, 2024**, inclusive, the following specific personal and/or professional services:

**Complete updates to Clatsop County Comprehensive Plan – Goals 16 and 17, as detailed in Attachment A.**

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

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

service agreements. Specifically, Contractor shall:

- a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
- b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
- c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

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

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

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

**8. INSURANCE.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$700,000 for property damage and minimum of \$800,000 per person for bodily injury and no less than \$1,600,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows: \_\_\_\_\_

\_\_\_\_\_ (approved by County Counsel)

\_\_\_\_\_ (Contractor's Initials) \_\_\_\_\_

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

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

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

**FOR COUNTY:**

**FOR CONTRACTOR:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

## ATTACHMENT A – SCOPE OF WORK



## 2. Technical Proposal

The following scope of work is based on our understanding of the County's objectives. CREST understands that the work program and schedule may be refined during Task 1 based on the County's direction.

### Task 1. Project Initiation and Project Management

#### 1.1 Develop Work Program

After contract execution, CREST will work with the County to refine the work program and schedule.

##### **Consultant Team Deliverables:**

Participate in scoping meeting with County staff  
Modified Scope of Work, Schedule, and Budget

##### **County Responsibilities:**

Organize the scoping meeting with CREST  
Comment on the modified Scope, Schedule, and Budget

#### 1.2 Ongoing Project Management

CREST will manage the project according to the contract and based on any modifications to the scope, schedule and budget agreed to with County staff during Task 1.1. This task includes communication as needed and a one hour monthly project management phone call with County staff. CREST's project manager will attend each call, along with other consultant team members as needed. CREST's project manager will share informal agendas and meeting action items by email. The task also includes monthly invoicing and project closeout tasks.

##### **Consultant Team Deliverables:**

Ongoing project management  
Monthly project management calls and their agendas and summaries  
Monthly invoices

##### **County Responsibilities:**

Participate in monthly project management calls

## Task 2. Public Involvement

### 2.1 Public Involvement Plan

CREST will develop a more detailed public involvement plan to obtain community input and feedback on the updates to Goals 16 and 17. Following County input from the scoping meeting, CREST will refine a public involvement plan that will offer opportunities for the public to authentically engage in the planning process. The plan will specify the objectives and tools for each aspect of public involvement. This task also includes establishing a consistent appearance of written documents and presentations. CREST proposes the public involvement components outlined in the tasks below.

#### **Consultant Team Deliverables:**

Draft and Final Public Involvement Plan  
PowerPoint Template and Report Template

#### **County Responsibilities:**

Provide comments on the Draft Public Involvement Plan  
Provide comments on the PowerPoint and Report Templates

### 2.2. Stakeholder Interviews or Advisory Committee

Based on the County's preference, the consultant team will organize and conduct up to ten individual interviews or five small group meetings with stakeholders, or will meet with an advisory committee five times. Potential participants include elected County leaders or Planning Commissioners, state and federal agency staff, subject experts, or members of the public who have expressed extraordinary interest in issues directly related to the project. The Cities of Astoria, Warrenton, Seaside, Cannon Beach, and Gearhart each have policies and ordinances related to the estuary plans and inventories contemplated in this project, so obtaining their input on recommended plan and inventory changes will serve as an important foundation to later plan and inventory updates. The consultant team would rely on the County to identify participants. Interviews and advisory team meetings are proposed to occur remotely via Zoom.

#### **Consultant Team Deliverables:**

Meeting or interview presentations, agendas, materials  
Facilitate meetings or interviews  
Meeting Notes

#### **County Responsibilities:**

Identify the desired participants, including their contact information, and a description of their interests or knowledge that should be explored in the meeting.

### **2.3 Public Workshops**

The consultant team will plan and lead up to three community workshops to obtain public input on and inform draft deliverables. The first workshop would introduce participants to the project and share information on existing/forecasted conditions and issue identification. The second workshop would provide opportunities for the public to consider alternative policy changes. The third workshop would provide opportunities for the public to review and comment on the final draft deliverables. CREST will plan, facilitate, and summarize meeting outcomes, with two consulting team members attending each meeting. The meetings are proposed to be offered in person and online.

#### **Assumptions:**

The public workshops include a total of three in person meetings and three online meetings, with the option to make the meetings hybrid in person and online.

The County will schedule meetings spaces and promote the meetings.

#### **Consultant Team Deliverables:**

Workshop agendas, presentations, and summaries  
Workshop meeting plans and recordings if desired

#### **County Responsibilities:**

Advertise and provide any required notices of the public workshops  
Comment on meeting plans and materials  
Assist facilitating the workshops, either presenting, fielding questions, or playing other roles  
Post or share meeting summaries with County's email list, webpage or social media

### **2.4 Online Questionnaires**

CREST will plan and administer three brief online questionnaires to inform the plan updates. The questionnaires will offer opportunities to learn about and provide input on similar topics as the three public workshops. Questionnaires provide an opportunity for the public to participate in the planning process on their own schedule and with a minimal time commitment. CREST has successfully used online questionnaires to generate interest, contacts, and public feedback in planning processes where in person and online public meeting opportunities experienced low turnout.

#### **Assumptions:**

The County will promote the questionnaire opportunity  
The questionnaire will be administered using free, open source software or platforms

#### **Consultant Team Deliverables:**

Draft and final online questionnaire #1, #2, and #3  
Summary of questionnaire results  
Questionnaire results data

#### **County Responsibilities:**

Comment on the draft questionnaires

Promote the questionnaires using the County's social media, email list, or webpage

Make the questionnaire summaries available to the public

### **2.5 Planning Commission and County Commission Presentations**

The consultant team will present to the Planning Commission and County Commissioners in work sessions or during regular meetings based on staff's preference. CREST proposes presentations early in the planning process to introduce the scope and preliminary findings, and late in the planning process to introduce the draft recommendations prior to hearings.

#### **Assumptions:**

A total of four presentations delivered virtually/online is budgeted.

Clatsop County will organize/schedule the presentations on the commission's agendas.

#### **Consultant Team Deliverables:**

Draft and final presentations

Summary of Commissioners' discussion

#### **County Responsibilities:**

Comment on the draft presentations

Schedule meetings, or agenda items, prepare any related staff report, and complete other required procedures.

## **Task 3. Document and data review**

The consultant team will 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. CREST will compile and review these resources, and prepare a summary of how each source of information will be used in the project. These summaries will be written to serve as an introductory component of the Final Report and Findings.

#### **Consultant Team Deliverables:**

Digital Folder of information resources

Draft summary of information resources

#### **County Responsibilities:**

Provide access to the County's digital and spatial data and information, including estuary and coastal shorelands maps

Comment on draft summary of information resources

## Task 4. Plan and Code Audit

The consultant team will identify areas where Clatsop County Goals 16 and 17 do not comply with Statewide Planning Goals, Oregon Revised Statutes and/or Oregon Administrative Rules. The audit will review the Comprehensive Plan and Land and Water Development Use Ordinance related to Goals 16 and 17. CREST will work with the County to confirm the scope and format of the audit. Clatsop County's Goal 16 and Goal 17 components will be reviewed against Oregon Goal 2, Oregon Goal 16, OAR Chapter 660-017, Goal 17, OAR Chapter 660-037, the County's own new Waterway Public Access Policies and other sources identified in conjunction with the County. The audit will include discussion of alternative approaches to correcting inconsistencies found in the audit.

### **Consultant Team Deliverables:**

Draft Audit Scope  
Draft and Final Audit

### **County Responsibilities:**

Comment on Audit Scope  
Comment on Draft Audit

## Task 5. EMP and DMMP Update Recommendations Report

The consultant team will identify and provide recommendations regarding needed updates to the estuary management plans/inventories and the Dredged Material Management Plan (DMMP) and/or new estuary management plans that should be completed. The first part of this task will include interviewing County staff to understand the County's update objectives, and how they would like to involve other jurisdictions whose plans and ordinances are based on the referenced plans and inventories.

Based on the consultant team's understanding of the project budget, the scope of this task includes identifying issues and places in the plans that are in need of updating, and describing a scope of work for completing the updates in a separate project. While the scope of work may be modified to accommodate updates to the EMP and DMMP, the scope of those updates will need to be vetted with DLCDC to determine that any given partial update would not trigger a requirement to comprehensively update other aspects of the plans that are beyond the resources available for this project.

Regarding the DMMP, the Army Corps. of Engineers has proposed new and modified dredge material disposal sites over the last several years that the County should consider as a primary source of information to update the DMMP. The Army Corps is also in the process of finalizing their Dredge Material Management Plan for the Lower Columbia River Federal Navigation Channel, and this document is anticipated to include additional new and proposed modifications to dredge material disposal sites.

The recommendations report would consider plan organization, data and maps, and policy and implementation statements that form the basis for the County's and each City's Goal 16 and Goal 17 comprehensive plan policies and implementing ordinances. Considering the age of the plans, it is anticipated that update recommendations will be sufficiently extensive that they cannot be completed within this project.

The following plans and reports will be considered.

[The Columbia River Estuary Management Plan](#) (1990, Ordinance 90-13)

[Dredged Material Management Plan for the Columbia River Estuary](#) (2005)

[The Necanicum River Estuary Inventory](#) (1984, Ordinance 84-01)

[Ecola Creek Estuary and Shorelands Inventory](#) (1992, Ordinance 92-05)

**Consultant Team Deliverables:**

Outline, Draft, and Final Reports

**County Responsibilities:**

Comment on Outline, Draft, and Final Reports

## Task 6. Coastal Hazards and Climate Change Report

The consultant team, drawing substantially on the expertise and resources of sub-consultant Herrera, will develop a report summarizing coastal hazards and potential climate change impacts on coastal shorelands and the Columbia, Necanicum and Ecola Creek estuaries. The first part of this task will include interviewing County staff and local subject matter experts to identify best available sources of data. Herrera will then review and summarize available data on coastal hazards, coastal geomorphic trends, and relative sea level rise projections. This assessment will include data from sources like Clatsop County GIS, Coastal Atlas, or other publicly accessible data sites.

The report for this task will consolidate and synthesize existing reports, data sets, and peer-reviewed literature, and will not include any new data collection, analysis, or modelling. The primary hazards that will be considered are coastal and riverine flooding and erosion, tsunamis, earthquakes, and wildfires, and these hazards will be assessed in terms of their potential risks to human life and property. In contrast, the discussion of climate change impacts will have a broader focus, considering both the anticipated effects of climate change on coastal hazards and the associated impacts on fish, wildlife, and their habitats.

**Consultant Team Deliverables:**

Outline, Draft, and Final Reports

**County Responsibilities:**

Comment on Outline, Draft, and Final Reports

## Task 7. Digital Estuary and Coastal Shorelands Maps

The consultant team, drawing substantially on subconsultant Herrera, will 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

The consultant team understands that the County has existing estuary and coastal shorelands maps in printed format and has made prior efforts to georeference them, but the accuracy of the georectification process will likely need to be improved and the map contents need to be vectorized (digitized).

The first part of this task will include interviewing County staff who maintain and work with these maps to learn about their goals for creating digital maps. If all maps are in printed format, the next step will be to scan the printed maps and then georeference the digital images so that they can be viewed in GIS with other georeferenced data. After digitizing and georeferencing the maps, they can be evaluated for potential update needs as a part of the Audit Report and EMP and DMMP Update Recommendations Report. The consultant team will provide a summary of the process used to georeference the maps. As with the plan and inventory update recommendations, actual updates to the subject matter of the maps, such as changing the management unit boundaries and designations, are not included in this scope of work.

### **Assumptions:**

- Accuracy standards of existing georeferenced maps will be provided. If accuracy data is not provided, Herrera will re-georeference to assure that all new mapping products have a reported accuracy, acceptable to the Client.

### **Consultant Team Deliverables:**

Existing Maps Digital Map Book (PDF format)  
Existing Maps Georeferenced Images

### **County Responsibilities:**

Comment on Outline, Draft, and Final Reports

## Task 8. Comprehensive Plan Policies Update

The consultant team will prepare new enforceable policies for Goals 16 and 17 based upon the results of the prior tasks. This task includes text policies and associated map updates. Text policies will take the form of a word document containing existing Goal 16 and 17 enforceable policies along with proposed

changes. The update will be based on the results of the audit. This task will be completed concurrently with the LAWDUC document update.

**Consultant Team Deliverables:**

Draft Comprehensive Plan Policies  
Draft Comprehensive Plan Maps and associated GIS data

**County Responsibilities:**

Comment on Draft Comprehensive Plan Policies and Maps

## Task 9. LAWDUC Update

The consultant team will develop Land and Water Development and Use Code (LAWDUC) standards to implement Goal 16 and Goal 17 policies. This will take the form of a word document containing existing LAWDUC and Standards implementing Goal 16 and 17, with proposed changes. The update will be based on the results of the audit. This task will be completed concurrently with the Comprehensive Plan Policies update.

**Consultant Team Deliverables:**

Draft LAWDUC and Standards Update  
Draft Zoning Maps and associated GIS data

**County Responsibilities:**

Comment on Draft LAWDUC and Standards Document update

## Task 10. Final Report and Findings

The Consultant Team will prepare a final report including findings and recommendations for the tasks above. As a part of this task, each of the prior tasks may be revised with final updates, and organized into a final deliverable.

**Consultant Team Deliverables:**

Final Draft Comprehensive Plan Policies  
Final Draft Comprehensive Plan Maps and associated GIS data  
Final Draft LAWDUC Update  
Final Report with findings and recommendations

**County Responsibilities:**

Comment on CREST Deliverables



**Budget**

Task #	Task Name	CREST						Herrera										Total								
		Supplies	Travel	Denise Lofman		Garrett Phillips		Tracy Hruska & Narayan Elasmr		Betsy Lyons		Andrea Maclennan		Jenn Schmidt		GIS Analyst III			Engineer II		Engineer VI		Project Accountant		Admin. Coordinator	
				Hrs	\$70	Hrs	\$70	Hrs	\$70	Hrs	\$217.45	Hrs	\$223.69	Hrs	\$245.19	Hrs	\$137.08		Hrs	\$154.82	Hrs	\$280.94	Hrs	\$166.98	Hrs	\$139.65
1	Project Initiation and Project Management			17	\$1,190	60	\$4,200		\$0	18	\$3,914	6	\$1,342	6	\$1,471	5	\$685	1	\$155	0	\$0	10	\$1,670	0	\$0	<b>\$14,627</b>
2	Public Involvement	\$900	\$5,200	17	\$1,190	220	\$15,400		\$0		\$0	30	\$6,711		\$0		\$0		\$0		\$0		\$0		\$0	<b>\$29,401</b>
3	Document and data review			4	\$280	20	\$1,400		\$0	2	\$435	4	\$895	4	\$981		\$0	2	\$310		\$0		\$0		\$0	<b>\$4,300</b>
4	Plan and Code Audit			4	\$280	160	\$11,200	12	\$840		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	<b>\$12,320</b>
5	EMP and DMMP Update Recommendations Report			12	\$840	100	\$7,000	12	\$840		\$0	10	\$2,237		\$0		\$0	10	\$1,548	5	\$1,405		\$0		\$0	<b>\$13,870</b>
6	Coastal Hazards and Climate Change Report			4	\$280	5	\$350	10	\$700	12	\$2,609	28	\$6,263	5	\$1,226	8	\$1,097	18	\$2,787		\$0		\$0	4	\$280	<b>\$15,592</b>
7	Digital Estuary and Coastal Shorelands Maps			4	\$280	5	\$350	16	\$1,120	4	\$870	16	\$3,579	32	\$7,846	182	\$24,949		\$0		\$0		\$0		\$0	<b>\$38,993</b>
8	Comprehensive Plan Policies Update			6	\$420	52	\$3,640		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	<b>\$4,060</b>
9	LAWDUC and Standards Document Update			6	\$420	52	\$3,640		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	<b>\$4,060</b>
10	Final Report and Findings			20	\$1,400	108	\$7,560		\$0	2	\$435	6	\$1,342		\$0	6	\$822	4	\$619	2	\$562		\$0		\$0	<b>\$12,741</b>
		\$900	\$5,200		\$6,580		\$54,740		\$3,500		\$8,263		\$22,369		\$11,524		\$27,553		\$5,419		\$1,967		\$1,670		\$280	<b>\$149,964</b>

**ATTACHMENT B – PROPOSER INFORMATION AND CERTIFICATION SHEET**



## PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: Columbia River Estuary Study Taskforce

Address: 818 Commercial Street, Suite 203 City, State, Zip: Astoria, OR 97103

State of Incorporation: Oregon Entity Type: Council of Governments

Contact Name: Denise Lofman Telephone: 503-325-0435 Email: dlofman@columbiaestuary.org

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

August 10, 2023

Date

Denise Hofman, Director  
(Printed Name and Title)

## ATTACHMENT C – RESPONSIBILITY INQUIRY



## 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: 49
- 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:

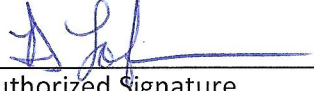
**AUTHORIZED SIGNATURE**

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: Columbia River Estuary Study Taskforce	RFP/ITB # (if applicable): Project Name: Comprehensive Plan Update Goal 16: Estuarine Resources Goal 17: Coastal Shorelands
 Authorized Signature	August 10, 2023 Date
Denise Lofman Print Name	Executive Director Title

# EXHIBIT B

## *Notice of Intent to Award*



# Clatsop County

Community Development – Land Use Planning

800 Exchange St., Suite 100  
Astoria, OR 97103  
(503) 325-8611 phone  
(503) 338-3606 fax  
[www.clatsopcounty.gov](http://www.clatsopcounty.gov)

---

## NOTICE OF INTENT TO AWARD THIS IS NOT A NOTICE OF AWARD OR NOTICE TO PROCEED

**NOTICE DATE:** September 29, 2023  
**RFP NAME:** Clatsop County Update of Comprehensive Plan Goals 16-17  
**PROTEST PERIOD EXPIRATION:** October 6, 2023, 4PM  
**CONTRACT AWARD DATE:** October 25, 2023

To Whom It May Concern:

This is a Notice of Intent to award the Clatsop County Update of Comprehensive Plan Goals 16-17 project to the Columbia River Estuary Task Force (CREST).

Through the Request for Proposals (RFP) process the County received two proposals:

- CREST: \$149,964
- Sea and Shore Solutions: \$149,900

Based upon the responses received, the evaluation committee determined that the proposal submitted by the Columbia River Estuary Study Taskforce (CREST) most closely aligned with the needs of Clatsop County. Per Section 5 of the RFP, Clatsop County intends to contract with CREST, as the highest responsive proposer.

An affected proposer shall have seven (7) calendar days from the date of the Intent to Award Notice to file a written protest. **Written protests should be emailed to [ghenrikson@clatsopcounty.gov](mailto:ghenrikson@clatsopcounty.gov) by 4:00PM, Friday, October 6, 2023.**

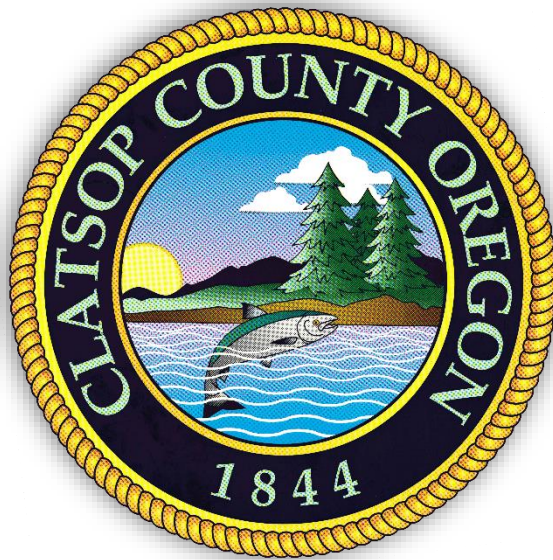
Sincerely,

Gail Henrikson, AICP, CFM  
Community Development Director

# EXHIBIT C

## *Request for Proposals*

ISSUE DATE: JUNE 30, 2023  
DEADLINE: AUGUST 14, 2023



**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 C:** RESPONSIBILITY INQUIRY

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**ATTACHMENT E:** CERTIFIED FIRM PARTICIPATION

## 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. In 2023, Clatsop County completed a DLCD project to update waterway public access policies. These final policies will need to be incorporated into this update.

#### 1.4: SCHEDULE

The work identified in this RFP must be completed on or before **October 31, 2024**. The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change.

EVENT	DATE	TIME
Pre-Submittal Meeting	July 19, 2023	2:00PM
Questions/Requests for Clarification Deadline	July 24, 2023	4:00PM
Answers to Questions/Requests for Clarification Issued	July 31, 2023	Prior to 4:00PM
Proposal Submittal Deadline	August 14, 2023	3:00PM
Proposal Opening	August 14, 2023	3:30PM
Evaluation Committee Meeting	August 28, 2023	2:30 PM
Proposer Interviews (if needed)	September 7, 2023	Various / TBD
Issuance of Notice of Intent to Award	September 11, 2023	Prior to 4:00PM
Award Protest Period Ends	September 18	4:00PM
Board of Commissioners Approval	October 11, 2023	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 completed 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 four-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. In 2023, Clatsop County completed a DLCD project to update waterway public access policies. These final policies will need to be incorporated into this update.

### 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.

## SECTION 4: SOLICITATION PROCESS

### 4.1: PUBLIC NOTICE

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

Modifications, if any, to this RFP will be made be written addenda published on Oregon Buys and on the Clatsop County website. Prospective proposer is solely responsible for checking Oregon Buys 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: Jul 19, 2023 02:00 PM Pacific Time (US and Canada)**

**Join Zoom Meeting**

<https://co-clatsop-or-us.zoom.us/j/89643805523?pwd=WTJoQ2tkanJMQ3lveXhYN0E1UkRzUT09>

**Meeting ID:** 896 4380 5523

**Passcode:** 019241

**Dial by your location:** 1 253 215 8782 US (Tacoma)

### 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 [comdev@clatsopcounty.gov](mailto:comdev@clatsopcounty.gov). Include "Clatsop County Goals 16-17 Proposal" in the title of the email.**

#### **4.5: PROPOSAL MODIFICATION OR WITHDRAWAL**

If a proposer wishes to make modifications to a submitted proposal it must submit its modification via email prior to the submittal deadline identified in Section 1.4. 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	
<b>OUTSTANDING</b>	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.
<b>VERY GOOD</b>	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.
<b>ADEQUATE</b>	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.
<b>FAIR</b>	Proposer meets minimum requirements, but does not demonstrate sufficient knowledge of the subject matter.

**RATING CRITERION DEFINITIONS**

**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)**

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

**Evaluation Criteria:**

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

**RATING SCALE FOR KEY PERSONS CRITERION**

SCORE	EXPLANATION
<b>9-10 PTS</b>	<b>OUTSTANDING</b>
<b>6-8 PTS</b>	<b>VERY GOOD</b>
<b>4-5 PTS</b>	<b>ADEQUATE</b>
<b>2-3 PTS</b>	<b>FAIR</b>
<b>0-1 PT</b>	<b>RESPONSE OF NO VALUE</b>

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

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

**Evaluation Criterion:**

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

**RATING SCALE FOR PROJECT MANAGEMENT AND APPROACH**

SCORE	EXPLANATION
<b>17-20 PTS</b>	<b>OUTSTANDING</b>
<b>12-16 PTS</b>	<b>VERY GOOD</b>
<b>8-11 PTS</b>	<b>ADEQUATE</b>
<b>4-7 PTS</b>	<b>FAIR</b>
<b>0-3 PT</b>	<b>RESPONSE OF NO VALUE</b>

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

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

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

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

**Evaluation Criteria:**

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

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

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

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

**Evaluation Criteria:**

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



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

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

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

**Evaluation Criteria:**

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

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

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

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

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

**Evaluation Criteria:**

- How well does the proposal cover the anticipated costs of the project and is that cost feasible?

- How well does the proposal justify the anticipated costs and is there anything missing or unnecessary?

<b>RATING SCALE AND EXPLANATION FOR COST PROPOSAL</b>	
<b>SCORE</b>	<b>EXPLANATION</b>
<b>17-20 PTS</b>	<b>OUTSTANDING</b> 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.
<b>12-16 PTS</b>	<b>VERY GOOD</b> 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.
<b>8-11 PTS</b>	<b>ADEQUATE</b> 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.
<b>4-7 PTS</b>	<b>FAIR</b> 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.
<b>0-3 PT</b>	<b>RESPONSE OF LITTLE VALUE</b> The Cost Proposal either calls for unsustainably high pricing or proposes pricing that is objectively inadequate to sustain the proposer’s efforts on the project. Or, the Cost Proposal fails to substantially meet all cost proposal requirements. When considered in relation to quality of the proposal, cost is either unrealistic or unreasonably high.

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

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

**4.9: RANKING OF PROPOSERS AND NEXT STEP DETERMINATION**

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

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

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

## SECTION 5: AWARD AND NEGOTIATION

### 5.1: AWARD NOTIFICATION PROCESS

#### 1. Award Consideration

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

#### 2. Intent to Award Notice

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

### 5.2: INTENT TO AWARD PROTEST

#### 1. Protest Submission

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

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

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

#### 2. Written Protest Requirements

Written protests must:

- a. Be delivered to the Single Point of Contact via email
- b. Reference the RFP name
- c. Identify proposers name and contact information
- d. Be signed by an authorized representative

- e. Specify the grounds for the protest
- f. Be received within 7 calendar days of the Intent to Award notice

### 3. **Response to Protest**

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

## 5.3: APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

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

### 1. **Insurance**

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

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

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

### 3. **Business Registry**

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

### 4. **Nondiscrimination in Employment**

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

### 5. **Pay Equity Compliance**

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

Contractor must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's

membership in a protected class. “Protected class” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor’s compliance with this section constitutes a material element of this contract and a failure to comply constitutes a breach the entitles Clatsop County to terminate this contract for cause.

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

#### **5.4: CONTRACT NEGOTIATION**

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

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

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

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

## **SECTION 6: ADDITIONAL INFORMATION**

### **6.1: CERTIFIED FIRM PARTICIPATION**

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

### **6.2: GOVERNING LAWS AND REGULATIONS**

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

### **6.3: OWNERSHIP / PERMISSION TO USE MATERIALS**

All proposals are public record and are subject 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



## 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):

**ATTACHMENT B – PROPOSER INFORMATION AND CERTIFICATION SHEET**



## 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.

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Authorized Signature

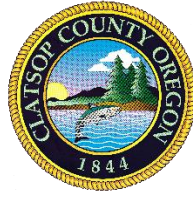
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Date

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(Printed Name and Title)

## ATTACHMENT C – RESPONSIBILITY INQUIRY



## 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

## ATTACHMENT D – SAMPLE CONTRACT



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

Contract No. \_\_\_\_\_

## **PERSONAL/PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT is by and between Clatsop County ("County") and \_\_\_\_\_ ("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

October 25, 2023

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**Agenda Title:** Award of Contract to Update Comprehensive Plan Goal 18  
**Category:** Consent Calendar  
**Presented By:** Gail Henrikson, Community Development Director

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**Issue Before the Commission:** Approval of a contract with the Columbia River Estuary Study Taskforce (CREST) to update Comprehensive Plan Goal 18

**Informational Summary:** The FY 23/24 Community Development Work Plan, approved by your Board on June 14, 2023, includes three tasks related to the comprehensive plan update. One of the tasks is the update of Goal 18 (Beaches and Dunes). Clatsop County's Goal 18 has not been holistically reviewed or revised since its original adoption in 1980. The proposed update would ensure consistency with current Statewide Planning Goals, local comprehensive plans and the Oregon Parks and Recreation Department's *Ocean Shore Management Plan*.

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

- Columbia River Estuary Study Taskforce - \$49,964
- Sea and Shore Solutions - \$59,983

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

**Fiscal Impact:** The proposed cost is \$49,964, to be paid for with funds budgeted from the County's Special Project Fund.

**Requested Action:**

Approve the contract with CREST for an amount not to exceed \$49,964 and allow the County Manager to sign the contract and any amendments.

**Attachment List**



- A. CREST Contract
- B. Notice of Intent to Award
- C. Request for Proposals

# EXHIBIT A

*CREST Contract*



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

Contract No. \_\_\_\_\_

## **PERSONAL/PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT is by and between Clatsop County (“County”) and the **Columbia River Estuary Study Taskforce (CREST)** (“Contractor”). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed **\$49,964.00** to be paid to Contractor by County, Contractor agrees to perform between date of execution and **October 31, 2024**, inclusive, the following specific personal and/or professional services:

**Complete updates to Clatsop County Comprehensive Plan – Goal 18, as detailed in Attachment A.**

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

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

service agreements. Specifically, Contractor shall:

- a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
- b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
- c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

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

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

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

**8. INSURANCE.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$700,000 for property damage and minimum of \$800,000 per person for bodily injury and no less than \$1,600,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows: \_\_\_\_\_

\_\_\_\_\_ (approved by County Counsel)

\_\_\_\_\_ (Contractor's Initials) \_\_\_\_\_

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

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

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

**FOR COUNTY:**

**FOR CONTRACTOR:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

**ATTACHMENT A – SCOPE OF WORK**



818 Commercial Street, Room 203, Astoria, Oregon 97103, Phone: (503) 325-0435, Fax: (503) 325-0459  
Website: [www.columbiaestuary.org](http://www.columbiaestuary.org)

TO: Gail Henrikson and Goal 18 Consultant Selection Committee  
FROM: Garrett Phillips, Columbia River Estuary Study Taskforce  
DATE: September 26<sup>th</sup>, 2023  
SUBJECT: Response to Goal 18 Budget Invitation

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Thank you for your invitation to submit a revised Goal 18 budget. Please find our revised proposed budget attached. Please find an outline of key changes that guided our budget revisions below.

We understand from your invitation to submit a new budget that the County has only budgeted \$50,000 for the project, and that the project may be proposed as an “add on” to the Goal 16/17 update. Our revised budget assumes efficiencies in project administration and public engagement achieved by being the consultant for both the Goal 18 update and the Goals 16/17 update, for instance by hosting public meetings and project management coordination meetings where both projects are addressed in the same meeting. While our Goal 18 budget is dependent on being awarded both projects, our Goal 16/17 budget is not dependent on being awarded both projects.

Your proposal follow-up questions indicated that the County may be interested in producing a minimum policy framework necessary to meet mandates under the statewide planning goals. Our revised proposed budget represents a more minimal approach to the project. For example, we propose one fewer advisory committee meetings and one fewer public meeting than in the original proposal. Additionally, we anticipate spending less time completing all tasks. For instance, our data review and coastal hazards report and climate change report can be scaled back to focus more narrowly on the most readily available information and to develop a more streamlined report than was originally proposed.

Finally, our team conducted additional research on the extent of Goal 18’s required inventory and mapping and found that it is less extensive than the language of Goal 18 originally suggested to us. We also learned more about the state’s plans to produce a substantial amount of the Goal 18 mandated inventory in the coming years for the County to incorporate into the plan at a later date. In addition to simplifying the mapping task, we anticipate substantial time saving across all other tasks from reducing the amount of new inventory information that will have to be considered and integrated throughout the project.

Please contact us by any means if you have additional questions.



## 2. Technical Proposal

The following scope of work is based on our understanding of the County's objectives. CREST understands that the work program and schedule may be refined during Task 1 based on the County's direction.

### Task 1. Project Initiation and Project Management

#### 1.1 Develop Work Program

After contract execution, CREST will work with the County to refine the work program and schedule.

##### **Consultant Team Deliverables:**

Participate in scoping meeting with County staff  
Modified Scope of Work, Schedule, and Budget

##### **County Responsibilities:**

Organize the scoping meeting with CREST  
Comment on the modified Scope, Schedule, and Budget

#### 1.2 Ongoing Project Management

CREST will manage the project according to the contract and based on any modifications to the scope, schedule and budget agreed to with County staff during Task 1.1. This task includes communication as needed and a one hour monthly project management phone call with County staff. CREST's project manager will attend each call, along with other consultant team members as needed. CREST's project manager will share informal agendas and meeting action items by email. The task also includes monthly invoicing and project closeout tasks.

##### **Consultant Team Deliverables:**

Ongoing project management  
Monthly project management calls and their agendas and summaries  
Monthly invoices

##### **County Responsibilities:**

Participate in monthly project management calls

## Task 2. Public Involvement

### 2.1 Public Involvement Plan

CREST will develop a more detailed public involvement plan to obtain community input and feedback on the updates to Goals 18. Following County input from the scoping meeting, CREST will refine a public involvement plan that will offer opportunities for the public to authentically engage in the planning process. The plan will specify the objectives and tools for each aspect of public involvement. This task also includes establishing a consistent appearance of written documents and presentations. CREST proposes the public involvement components outlined in the tasks below.

#### **Consultant Team Deliverables:**

Draft and Final Public Involvement Plan  
PowerPoint Template and Report Template

#### **County Responsibilities:**

Provide comments on the Draft Public Involvement Plan  
Provide comments on the PowerPoint and Report Templates

### 2.2. Stakeholder Interviews or Advisory Committee

Based on the County's preference, the consultant team will organize and conduct up to ten individual interviews or five small group meetings with stakeholders, or will meet with an advisory committee five times. Potential participants include elected County leaders or Planning Commissioners, state agency staff, subject experts, or members of the public who have expressed extraordinary interest in issues directly related to the project. The consultant team would rely on the County to identify participants. Interviews and advisory team meetings are proposed to occur remotely via Zoom.

#### **Consultant Team Deliverables:**

Meeting or interview presentations, agendas, materials  
Facilitate meetings or interviews  
Meeting Notes

#### **County Responsibilities:**

Identify the desired participants, including their contact information, and a description of their interests or knowledge that should be explored in the meeting

### 2.3 Public Workshops

The consultant team will plan and lead up to three community workshops to obtain public input on and inform draft deliverables. The first workshop would introduce participants to the project and share information on existing/forecasted conditions and issue identification. The second workshop would provide opportunities for the public to consider alternative policy changes. The third workshop would

provide opportunities for the public to review and comment on the final draft deliverables. CREST will plan, facilitate, and summarize meeting outcomes, with two consulting team members attending each meeting. The meetings are proposed to be offered in person and online.

**Assumptions:**

The public workshops include a total of three in person meetings and three online meetings, with the option to make the meetings hybrid in person and online.

The County will schedule meetings spaces and promote the meetings.

**Consultant Team Deliverables:**

Workshop agendas, presentations, and summaries

Workshop meeting plans and recordings if desired

**County Responsibilities:**

Advertise and provide any required notices of the public workshops

Comment on meeting plans and materials

Assist facilitating the workshops, either presenting, fielding questions, or playing other roles

Post or share meeting summaries with County’s email list or webpage or social media

**2.4 Online Questionnaires**

The consultant team will plan and administer three brief online questionnaires to inform the plan updates. The questionnaires will offer opportunities to learn about and provide input on similar topics as the three public workshops. Questionnaires provide an opportunity for the public to participate in the planning process with on their own schedule and with a minimal time commitment. CREST has successfully used online questionnaires to generate interest, contacts, and public feedback in planning processes where in person and online public meeting opportunities experienced low turnout.

**Assumptions:**

The County will promote the questionnaire opportunity

The questionnaire will be administered using free, open source software or platforms

**Consultant Team Deliverables:**

Draft and final online questionnaire #1, #2, and #3

Summary of questionnaire results

Questionnaire results data

**County Responsibilities:**

Comment on the draft questionnaires

Promote the questionnaires using the County’s social media, email list, or webpage.

Make the questionnaire summaries available to the public.

## **2.5 Planning Commission and County Commission Presentations**

The consultant team will present to the Planning Commission and County Commissioners in work sessions or during regular meetings based on staff's preference. CREST proposes presentations early in the planning process to introduce the scope and preliminary findings, and late in the planning process to introduce the draft recommendations prior to hearings.

### **Assumptions:**

A total of four presentations delivered virtually/online is budgeted  
Clatsop County will organize/schedule the presentations on the commission's agendas

### **Consultant Team Deliverables:**

Draft and final presentations  
Summary of Commissioners' discussion

### **County Responsibilities:**

Comment on the draft presentations  
Schedule meetings, or agenda items, prepare any related staff report, take notes and complete other required procedures

## **Task 3. Document and data review**

The consultant team will review existing plans and data inventories, applicable supporting documents, publicly available State data, and Clatsop County's Goal 18 policies. This includes but is not limited to Oregon Goal 18 and associated administrative rules, OPRD's Ocean Shores Management Plan, and DLCDC's Guidebook on Erosion Control Practices of the Oregon Coast. CREST will compile and review these resources, and prepare a concise summary of how each source of information will be used in the project, written to serve as an introductory component of the Final Report and Findings.

### **Consultant Team Deliverables:**

Digital Folder of information resources  
Draft summary of information resources

### **County Responsibilities:**

Provide access to the County's data and information, including estuary and coastal shorelands maps  
Comment on draft summary of information resources

## **Task 4. Plan and Code Audit**

The consultant team will evaluate Clatsop County's current Goal 18 against Statewide Planning Goal 18 and ORS to determine consistency with current legislation, regulations and standards. This audit will also identify areas where Clatsop County Goal 18 does not comply with Statewide Planning goals, Oregon Revised Statutes and/or Oregon Administrative Rules. In this regard, this task combines items #3 and #4

in Clatsop County's Goal 18 Request for Proposals Scope of Work. Furthermore, the audit will discuss alternative approaches to amending the County's Goal 18 policies and standards to make them consistent with state goals, statutes and rules. The audit will consider the state's policies, statutes and rules implemented by Oregon Parks and Recreation Department in addition to those implemented by DLCDC and through local government land use and zoning processes. CREST will work with the County to confirm the scope and format of the audit.

**Consultant Team Deliverables:**

Draft Audit Scope  
Draft and Final Audit

**County Responsibilities:**

Comment on Audit Scope  
Comment on Draft Audit

## Task 5. Coastal Hazards and Climate Change Report

The consultant team, drawing heavily on subconsultant Herrera's expertise, will develop a report summarizing coastal hazards and climate change impacts on beaches and dunes. The first part of this task includes interviewing County staff and local subject matter experts to identify best available sources of geospatial data on coastal hazards, geomorphic change data, and climate change impacts (SLR). Herrera will then review available data on coastal hazards, coastal geomorphic trends, shoreline armor and relative sea level rise projections (including data from Clatsop County GIS, Coastal Atlas or other publicly available data sites).

Hazards of focus are anticipated to be coastal flooding and erosion, tsunami, earthquake, and landslides. Hazards are focused on the risks they pose to human life, property, public infrastructure, and beach values. Climate change impacts discussed in the report will be broader in scope, considering both climate change's anticipated effects on coastal hazards and their effects on fish and wildlife and their habitats.

Coastal hazards data and SLR projections will be overlaid with geomorphic shore types to identify areas and shoreform types that are vulnerable to coastal hazards and SLR. Geomorphic change data (trends) will be integrated with climate impacts to infer likely future changes to identify dune systems with heightened vulnerability to future erosion. Risk or vulnerability scores will be developed and applied to individual shoreform types and summarized in the report. These scores will be associated with differing management recommendations that reflect local, similar dune management plans.

**Assumptions:**

Clatsop County to provide relevant County GIS data layers  
Clatsop County to provide direction on planning horizon and SLR projections that should be applied  
Herrera to provide editing and word processing of the final report

**Consultant Team Deliverables:**

Draft Report including summary of available digital and spatial data sources

Final Report including summary of available data sources

**County Responsibilities:**

Comment on Draft Report

## Task 6. Update Goal 18 Policies and Regulations For Sea Level Rise and Erosion

The consultant team will develop policies and implementation standards and regulations to address best management practices to mitigate impacts of sea level rise and coastal erosion. The policies, standards, and regulations created with this deliverable will respond to the Audit and the Climate Change and Coastal Hazard Report deliverables, and will be created in consideration of Goal 18 and OPRD’s Ocean Shores Management Plan and ORS 390.605 – 390.770.

**Consultant Team Deliverables:**

Outline, Draft, and Final Reports

**County Responsibilities:**

Comment on Outline and Draft Reports

## Task 7. Update Goal 18 Maps

The consultant team will review available paper and GIS data on properties that qualify for beach armoring under Statewide Planning Goal 18. Herrera will review these data in association with geomorphic trends and sea level rise to be able to make recommendations regarding this Statewide Planning goal. Properties/structures that qualify for beach armoring are based on requirements identified in the Oregon’s Statewide Planning Goals & Guidelines GOAL 18: BEACHES AND DUNES OAR 660-015-0010(3) which states that “Permits for beachfront protective structures shall be issued only where development existed on January 1, 1977. Local comprehensive plans shall identify areas where development existed on January 1, 1977.

**Assumptions:**

Clatsop County to provide most up to date inventory of mapped beach and dune areas

This task does not include reports and findings for any new Goal 2 exception areas

**Consultant Team Deliverables:**

Draft and Final digital maps

**County Responsibilities:**

Comment on draft maps

## Task 8. Update Goal 18 Policies and Standards for Armoring Public Roads

The consultant team will develop policies and incorporate standards associated with protective armoring of public roads threatened by coastal erosion consistent with revisions approved by LCDC in 2022. Currently, Clatsop County Goal 18 and its implementing standards do not specifically address armoring of public roads. OAR 660-004-0022 was amended to enable local jurisdictions to adopt exceptions for armoring public roads to mitigate coastal erosion that threatens them. This task does not include preparing feasibility studies or findings in support of a goal exception to armor a road in one place or another. Rather, this task will create new policies and standards for armoring public roads should a goal exception be pursued in the future.

**Assumptions:**

This task does not include reports and findings for any new Goal 2 exception areas

**Consultant Team Deliverables:**

Draft policies and standards update

**County Responsibilities:**

Comment on draft policies and standards

## Task 9. Create Goal 18 Non-structural Armoring Policies and Standards

The consultant team will develop policies and standards to address non-structural armoring of areas subject to coastal erosion. The County’s LAWDUC primarily regulates armoring through the Beach and Dune Overlay Zone. While non-structural armoring is preferable to structural armoring under state and County policies and as stated in the LAWDUC, there are no standards explicitly describing procedural or substantive approval criteria for non-structural shoreline armoring. While generally preferred over structural armoring, non-structural armoring may typically impact public beach values in a variety of ways. In consideration of Goal 18 and OPRD’s policies and rules, the County’s objectives, and the overall preference for non-structural armoring over structural armoring, the consultant team will develop appropriate policies and standards for non-structural shoreline armoring to minimize impacts on neighbors and public values and beaches and dunes.

**Consultant Team Deliverables:**

Draft and Final Non-Structural Armoring Report

**County Responsibilities:**

Comment on Draft Report

## Task 10. Create Goal 18 Offshore Development & Landings Policies and Standards

The consultant team will 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 foreseeable impacts. Recent cable landing projects have reportedly impacted neighbors, public beach recreation, water quality, and fish and wildlife habitat. Cable landing projects often involve the use of heavy machinery to horizontally drill from a landing site in beach and dune areas out into the ocean to transition a cable from the seafloor to land.

The consultant team will work with the County to identify all potential offshore project types of interest. Then the team will describe how those projects can impact interests in the beach and dune area. Depending on how diverse the activities of concern and their potential impacts are, the consultant team will identify alternative approaches to address their impacts. It is anticipated that this will include identifying and defining one or more types of development and/or their associated activities, classifying the permit procedure that applies to them, and creating associated approval standards.

### **Consultant Team Deliverables:**

Draft and Final Offshore Report

### **County Responsibilities:**

Identify offshore activities of concern to refine the task scope  
Comment on Draft and Final Reports

## Task 11. Complete Goal 18 Enforceable Policies

The Consultant Team will prepare new enforceable policies for Goal 18 based upon the prior tasks.

### **Consultant Team Deliverables:**

Final Draft Comprehensive Plan Policies  
Final Draft Comprehensive Plan Maps and associated GIS data  
Final Draft LAWDUC Update

### **County Responsibilities:**

Comment on consultant team deliverables



## Task 12. Final Report

The consultant team will prepare a final report including findings and recommendations for all of the other tasks. While the task to Complete Goal 18 Enforceable Policies will result in final draft policies and standards based on all of the prior tasks, this Final Report task will include final revisions to all of the prior reports as needed, organizing them into a complete factual basis to support the proposed policy and standards updates.

### **Consultant Team Deliverables:**

Final Report with findings and recommendations

### **County Responsibilities:**

Comment on consultant team deliverables

Task #	Task Name	CREST					Herrera Environmental										Total																						
		Supplies	Travel	Denise Lofman	Garrett Phillips	Tracy Hruska & Naryan Elasmr	Betsy Lyons	Andrea MacLennan	Jenn Schmidt	GIS Analyst III	Engineer II	Engineer VI	Planner VIII	Project Accountant	Admin. Coordinator																								
				Project Director	Project Manager	Project Assistant		Planner IV	Scientist V		GIS Analyst VI	Hrs		Hrs	Hrs	Hrs		Hrs	Hrs	Hrs																			
Hrs	\$70	Hrs	\$70	Hrs	\$70	Hrs	\$217.45	Hrs	\$223.69	Hrs	\$245.19	Hrs	\$137.08	Hrs	\$154.82	Hrs	\$280.94	Hrs	\$331.63	Hrs	\$166.98	Hrs	\$139.65																
1	Project Initiation and Project Management			6	\$420	12	\$840											10	\$2,175	3	\$671	3	\$736			2	\$310					2	\$334					\$5,485	
2	Public Involvement	\$400	\$425	8	\$560	15	\$1,050													8	\$1,790																	\$4,225	
3	Document and data review			2	\$140	6	\$420	2	\$140											4	\$895	1	\$245	2	\$274													\$2,114	
4	Plan and Code Audit			2	\$140	30	\$2,100	2	\$140																													\$2,380	
5	Coastal Hazards and Climate Change Report			2	\$140	1	\$70													3	\$652	27	\$6,040	0	\$0	9	\$1,234	30	\$4,645	2	\$562				6	\$838			\$14,180
6	Update Goal 18 Policies and Standards for Sea Level Rise and Erosion			2	\$140	28	\$1,960													2	\$435	8	\$1,790	3	\$736		4	\$619	4	\$1,124								\$6,067	
7	Update Goal 18 Maps			2	\$140	5	\$350														5	\$1,118	3	\$736	12	\$1,645												\$3,989	
8	Update Goal 18 Policies and Standards for Armoring Public Roads			2	\$140	15	\$1,050													2	\$447					2	\$310	1	\$281								\$2,228		
9	Create Goal 18 Non-structural Armoring Policies and Standards			2	\$140	30	\$2,100																														\$2,240		
10	Create Goal 18 Offshore Development & Landings Policies and Standards			2	\$140	25	\$1,750																														\$1,890		
11	Complete Goal 18 Enforceable Policies			2	\$140	25	\$1,750																															\$1,890	
12	Final Report and Findings			2	\$140	25	\$1,750													1	\$217	2	\$447	0	\$0	3	\$411	2	\$310									\$3,276	
Total		\$400	\$425		\$2,380		\$15,190		\$280											\$3,479		\$13,198		\$1,716		\$3,564		\$6,193		\$1,967		\$0		\$334		\$838	\$49,964		

**ATTACHMENT B – PROPOSER INFORMATION AND CERTIFICATION SHEET**



## PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: Columbia River Estuary Study Taskforce

Address: 818 Commercial Street, Suite 203 City, State, Zip: Astoria, OR 97103

State of Incorporation: Oregon Entity Type: Council of Governments

Contact Name: Denise Lofman Telephone: 503.325.0435 Email: dlofman@columbiaestuary.org

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.

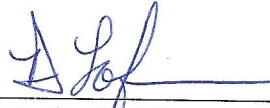
Contractor's continuing compliance constitutes a material element of this Contract/Price Agreement and a failure to comply constitutes a breach that entitles Clatsop County to terminate this Contract/Price Agreement for cause.

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.



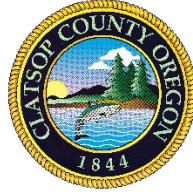
\_\_\_\_\_  
Authorized Signature

8/10/2023

\_\_\_\_\_  
Date

Denise Lofman, Executive Director  
\_\_\_\_\_  
(Printed Name and Title)

**ATTACHMENT C – RESPONSIBILITY INQUIRY**



## 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: 49
- 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: Annual revenue exceeds \$2.3m. No adverse audit findings.

- 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):
Columbia River Estuary Study Taskforce	Project Name: Update of Comprehensive Plan Goal 18: Beaches and Dunes
	August 10, 2023
Authorized Signature	Date
Denise Lofman	Executive Director
Print Name	Title

# EXHIBIT B

## *Notice of Intent to Award*



# Clatsop County

Community Development – Land Use Planning

800 Exchange St., Suite 100  
Astoria, OR 97103  
(503) 325-8611 phone  
(503) 338-3606 fax  
[www.clatsopcounty.gov](http://www.clatsopcounty.gov)

---

## NOTICE OF INTENT TO AWARD THIS IS NOT A NOTICE OF AWARD OR NOTICE TO PROCEED

**NOTICE DATE:** September 29, 2023  
**RFP NAME:** Clatsop County Update of Comprehensive Plan Goal 18  
**PROTEST PERIOD EXPIRATION:** October 6, 2023, 4PM  
**CONTRACT AWARD DATE:** October 25, 2023

To Whom It May Concern:

This is a Notice of Intent to award the Clatsop County Update of Comprehensive Plan Goal 18 project to the Columbia River Estuary Study Taskforce (CREST).

Through the Request for Proposals (RFP) process the County received two proposals:

- CREST: \$49,964
- Sea and Shore Solutions: \$59,983

Based upon the responses received, the evaluation committee determined that the proposal submitted by the Columbia River Estuary Study Taskforce (CREST) most closely aligned with the needs of Clatsop County. Per Section 5 of the RFP, Clatsop County intends to contract with CREST, as the highest responsive proposer.

An affected proposer shall have seven (7) calendar days from the date of the Intent to Award Notice to file a written protest. **Written protests should be emailed to [ghenrikson@clatsopcounty.gov](mailto:ghenrikson@clatsopcounty.gov) by 4:00PM, Friday, October 6, 2023.**

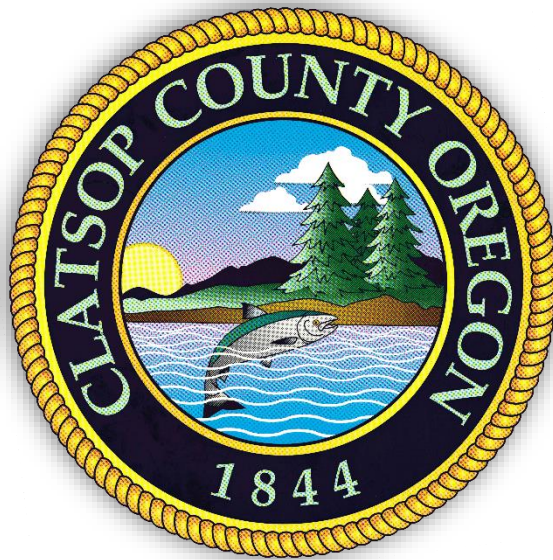
Sincerely,

Gail Henrikson, AICP, CFM  
Community Development Director

# EXHIBIT C

## *Request for Proposals*

ISSUE DATE: JUNE 30, 2023  
DEADLINE: AUGUST 14, 2023



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

GAIL HENRIKSON  
COMMUNITY DEVELOPMENT DIRECTOR

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**ATTACHMENT B:** PROPOSER INFORMATION AND CERTIFICATION SHEET

**ATTACHMENT C:** RESPONSIBILITY INQUIRY

**ATTACHMENT D:** SAMPLE CONTRACT

**ATTACHMENT E:** CERTIFIED FIRM PARTICIPATION



## 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 **October 31, 2024**. The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change.

EVENT	DATE	TIME
Pre-Submittal Meeting	July 19, 2023	9:00AM
Questions/Requests for Clarification Deadline	July 24, 2023	4:00PM
Answers to Questions/Requests for Clarification Issued	July 31, 2023	Prior to 4:00PM
Proposal Submittal Deadline	August 14, 2023	3:00PM
Proposal Opening	August 14, 2023	3:30PM
Evaluation Committee Meeting	August 29, 2023	9:00AM
Proposer Interviews (if needed)	September 8, 2023	Various / TBD
Issuance of Notice of Intent to Award	September 11, 2023	Prior to 4:00PM
Award Protest Period Ends	September 18, 2023	4:00PM
Board of Commissioners Approval	October 11, 2023	6:00PM

### 1.4: SINGLE POINT OF CONTACT

Questions pertaining to this document should be submitted to:

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

## SECTION 2: OVERVIEW AND SCOPE OF WORK

### 2.1: PURPOSE

In FY 22/23, Clatsop County completed a [four-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 four-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.

## SECTION 4: SOLICITATION PROCESS

### 4.1: PUBLIC NOTICE

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

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

## 4.2: PRE-SUBMITTAL MEETING

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

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

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

**Topic: Clatsop County Goal 18 RFP Pre-Submittal**

**Meeting Time: Jul 19, 2023 09:00 AM Pacific Time (US and Canada)**

**Join Zoom Meeting**

<https://co-clatsop-or-us.zoom.us/j/82128615647?pwd=RGUyK2U4bldySDdRbnJURVN3T2ZHUT09>

**Meeting ID: 821 2861 5647**

**Passcode: 375223**

**Dial by your location: 1 253 215 8782 US (Tacoma)**

## 4.3: QUESTIONS / REQUESTS FOR CLARIFICATION

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

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

## 4.4: PROPOSAL DELIVERY METHODS

Proposer is solely responsible for ensuring its proposal is received by the Single Point of Contact in accordance with the RFP requirements before the submittal deadline. Clatsop County is not responsible for any transmission errors or delays or for any mis-delivery for any reason. A proposal submitted by any means not authorized below will be rejected. **All submittals must be submitted via email to [comdev@clatsopcounty.gov](mailto:comdev@clatsopcounty.gov). Include “Clatsop County Goal 18 Proposal” in the title of the email.**

## 4.5: PROPOSAL MODIFICATION OR WITHDRAWAL

If a proposer wishes to make modifications to a submitted proposal it must submit its modification via email prior to the submittal deadline identified in Section 1.3. The notice must

include the RFP name and be submitted to the Single Point of Contact listed in this RFP.

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

#### **4.6: PROPOSAL MODIFICATION OR WITHDRAWAL**

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

#### **4.7: PROPOSAL REJECTION**

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

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

#### **4.8: EVALUTATION PROCESS**

Proposals will be evaluated as detailed below:

1. **Responsiveness and Responsibility Determinations**
  - a. **Responsiveness determination:** 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
<p><b>OUTSTANDING</b>                      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.</p>
<p><b>VERY GOOD</b>                      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.</p>
<p><b>ADEQUATE</b>                      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.</p>
<p><b>FAIR</b>                      Proposer meets minimum requirements, but does not demonstrate sufficient knowledge of the subject matter.</p>
<p><b>RESPONSE OF NO VALUE</b>                      An unacceptable response that does not meet the requirements set forth in the RFP. Proposer has not demonstrated knowledge of the subject matter.</p>

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

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

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

**Evaluation Criteria:**

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



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

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

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

**Evaluation Criterion:**

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

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

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

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

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

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

- Any other important and relevant information regarding the project

**Evaluation Criteria:**

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

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

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

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

**Evaluation Criteria:**

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

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

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

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

**Evaluation Criteria:**

- How well does the proposal convey the task approach to the project?

- How well does the proposal identify all required information as outlined in the RFP?

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

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

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

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

RATING SCALE AND EXPLANATION FOR COST PROPOSAL	
SCORE	EXPLANATION
	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.
<b>4-7 PTS</b>	<b>FAIR</b> 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.
<b>0-3 PT</b>	<b>RESPONSE OF LITTLE VALUE</b> The Cost Proposal either calls for unsustainably high pricing or proposes pricing that is objectively inadequate to sustain the proposer’s efforts on the project. Or, the Cost Proposal fails to substantially meet all cost proposal requirements. When considered in relation to quality of the proposal, cost is either unrealistic or unreasonably high.

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

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

**4.9: RANKING OF PROPOSERS AND NEXT STEP DETERMINATION**

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

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

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

**SECTION 5: AWARD AND NEGOTIATION**

**5.1: AWARD NOTIFICATION PROCESS**

**1. Award Consideration**

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

**2. Intent to Award Notice**

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

**5.2: INTENT TO AWARD PROTEST**

**1. Protest Submission**

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

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

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

**2. Written Protest Requirements**

Written protests must:

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

**3. Response to Protest**

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

**5.3: APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS**

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

**1. Insurance**

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

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

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

**3. Business Registry**

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

**4. Nondiscrimination in Employment**

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

**5. Pay Equity Compliance**

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

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



## 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):

**ATTACHMENT B – PROPOSER INFORMATION AND CERTIFICATION SHEET**



## 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.

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Authorized Signature

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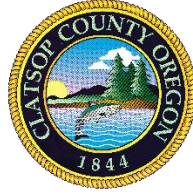
Date

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(Printed Name and Title)



**ATTACHMENT C – RESPONSIBILITY INQUIRY**



## 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:
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Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

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Print Name \_\_\_\_\_ Title \_\_\_\_\_

**ATTACHMENT D – SAMPLE CONTRACT**



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

Contract No. \_\_\_\_\_

## **PERSONAL/PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT is by and between Clatsop County ("County") and \_\_\_\_\_ ("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





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**Clatsop County  
Board of Commissioners  
Minutes  
Wednesday, September 27, 2023**

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**REGULAR MEETING: 6:00 PM**

**FLAG SALUTE**

The Pledge of Allegiance was recited.

**ROLL CALL**

**PRESENT**

Vice Chair Courtney Bangs  
Commissioner John Toyooka  
Commissioner Pamela Wev  
Commissioner Lianne Thompson

**EXCUSED**

Chair Mark Kujala

**AGENDA APPROVAL**

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

**PROCLAMATION**

2. Domestic Violence Awareness Month Proclamation {Page 25}

Laura Parker, Juvenile Probation Counselor and Julie Johnson, Parole and Probation Deputy addressed the Board. Ms. Parker gave an update on the Domestic Violence Counsel and said its mission is to bring agencies together, increase community awareness, reduce barriers to services and promote trauma informed response to increase the safety and well being of domestic violence survivors and their children. The Council is running a silent witness campaign throughout the county this month and a free skate night on October 22<sup>nd</sup> to increase domestic violence awareness.

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

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

1 **BUSINESS FROM THE PUBLIC**

2 Mary Eng, PO Box 12, Astoria. Ms. Eng said she was discriminated against at LiFEBoat  
3 Services and know others who have been discriminated against there. She asks the  
4 Board to make safe and equitable services for women in the community who are  
5 suffering from abuse and abuse on the street. Ms. Eng said the types of violence that  
6 women face include being chased by a metal pipe, being exposed to genitals by a  
7 LiFEBoat employee, being chased by knives, threatened, beaten up, tied up and raped,  
8 choking incidents and there are probably many more. She asks that the Board protect  
9 women in the community and institute changes. She hopes that the homeless women  
10 are included in the domestic violence awareness.

11 **CONSENT CALENDAR**

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

- 16 3. Economic Opportunities Analysis Contract {Page 28}
- 17 4. Contract for purchase of Skid Steer for Fairgrounds {Page 55}
- 18 5. Approve the 2023-24 Budget and Appropriation Adjustments {Page 57}
- 19 6. Funding Agreement with Northwest Regional Education Service District  
20 (NWRES D) for Child Care Retention and Expansion {Page 60}
- 21 7. Rail Engineering Design Services Contract {Page 63}
- 22 8. Human Services Advisory Council (HSAC) Membership Recommendation {Page  
23 75}

24 **COMMISSIONER'S LIAISON REPORTS**

25 Commissioner Wev said she is very said that the statistics of domestic violence have  
26 not improved.

27 Commissioner Thompson is committed to addressing the needs to protect domestic  
28 violence victims. She attended the AOC Conference in Klamath Falls and encouraged  
29 the other commissioners to engage in AOC.

30 Commissioner Toyooka had no reports.

31 Vice Chair Bangs attended a meeting on the new state fire maps and is happy to report  
32 that they show moderate as being the highest danger of fires in our community. It needs  
33 to be shared with constituents to be thoughtful and safe during fire season. She did  
34 express some concerns and hopes they are taken under consideration in thinking about  
35 fire risks and fire danger.

36 Commissioner Wev attended the fire map meeting and gave thanks to county staff for  
37 carefully reviewing the maps in preparation of land use planning. She hopes that the  
38 maps are distributed to the citizens. Vice Chair Bangs said the maps are not official yet.  
39 Commissioner Wev suggested having public meetings to communicate to the citizens  
40 about what the maps mean.

1 **COUNTY MANAGER'S REPORT**

2 County Manager Bohn announced that the ribbon cutting for the Columbia Inn is coming  
3 up and he recognized Assistant County Manager Monica Steele and the buildings and  
4 grounds staff for their hard work in making the Columbia Inn come to fruition. The hand  
5 off to Clatsop Community Action is being finalized. This is a big moment in working on  
6 the homeless issues.

7 **BUSINESS AGENDA**

8 9. Amend Human Services Advisory Council By-Laws, Article IV - Membership  
9 {Page 75}

10 Randy Anderson, Chair - Human Services Advisory Council, addressed the  
11 Board and said there are some proposed changes regarding membership,  
12 attendance and to change the verbiage from alcoholism to substance use  
13 disorder.

14 *Motion: "Approve the attached changes to the Human Services Advisory*  
15 *Council's By-Laws Article IV – Membership."*

16 *Motion made by Commissioner Wev, Seconded by Commissioner Thompson.*  
17 *Voting Yea: Vice Chair Bangs, Commissioner Toyooka, Commissioner Wev,*  
18 *Commissioner Thompson*  
19

20 10. Sanchez Temporary Use Permit Fee Waiver Request {Page 85}

21 Director Gail Henrikson, Community Development, asked the Board to waive a  
22 \$300 fee waiver for a temporary use permit so Mr. Sanchez may live in an RV on  
23 the property that was destroyed by fire. Mr. Sanchez is working on retaining the  
24 funds to rebuild his house but he is requesting a fee waiver as it is more than the  
25 project can bare.

26 *Motion: "Approve a waiver of the \$300 application fee for a temporary use permit*  
27 *for Felix Sanchez, to allow Mr. Sanchez to temporarily live in an RV while his fire-*  
28 *destroyed home is replaced."*

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

33 **GOOD OF THE ORDER**

34 There was nothing for the good of the order.

35 **ADJOURNMENT**

36 There being no further business, the meeting was adjourned at 6:35 P.M.  
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Approved by,

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Mark Kujala, Chair

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**Clatsop County  
Board of Commissioners  
Minutes  
Wednesday, October 11, 2023**

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**REGULAR MEETING: 6:00 PM**

**FLAG SALUTE**

The Pledge of Allegiance was recited.

**ROLL CALL**

**PRESENT**

Chair Mark Kujala  
Vice Chair Courtney Bangs  
Commissioner John Toyooka  
Commissioner Pamela Wev  
Commissioner Lianne Thompson

**AGENDA APPROVAL**

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

**PROCLAMATIONS**

1. The Great Shakeout Day Proclamation

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

Chair Kujala read the proclamation.

2. Manufacturing Month Proclamation

Lindsay Davis, Clatsop Working Watershed Cooperative, was happy the board is acknowledging Manufacturing Month. Fishing, seafood processing agriculture products, forest management and wood products manufacturing support thousands of working families in the county. They provide year-round, family-wage jobs with benefits.

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

Chair Kujala read the proclamation.

**BUSINESS FROM THE PUBLIC**

No Business from the Public.

1 **CONSENT CALENDAR**

2 *Motion made by Vice Chair Bangs, Seconded by Commissioner Toyooka.*  
3 *Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka, Commissioner*  
4 *Wev, Commissioner Thompson*  
5

6 3. IGA #180004 Amendment #2 with Oregon Health Authority (OHA) for the  
7 Biennium July 1, 2023 through June 30, 2024 {Page 6}

8 4. Lease Agreement with City of Astoria for access to net pen sites {Page 46}

9 **COMMISSIONER'S LIAISON REPORTS**

10 \*No audio from recording\*

11 **COUNTY MANAGER'S REPORT**

12 The BOEM public comment period is extended until October 31<sup>st</sup>. November 7<sup>th</sup> there  
13 will be a kick off with the EPA and the Brownfield grant recipients. This will be for  
14 developers to talk about revolving loan funds and opportunities.

15 **BUSINESS AGENDA**

16 5. Appointment of Board of Property Tax Appeals (BoPTA) Members {Page 52}

17 Tracie Krevanko, County Clerk, asked the Board to appoint Commissioner  
18 Toyooka as the governing body to the BoPTA. A call for applications was issued  
19 for two vacancies for the non-office holding members. Effective September 25,  
20 Gregg Freedman and David Oser are current members and re-applied to serve  
21 another term. HB2237 changed the terms for members from one year to two  
22 years.

23 *Motion: "Approve the appointment of Commissioner Toyooka as the Office*  
24 *holding board member, and appoint Gregg Freedman and David Oser to the non-*  
25 *office holding pool of the Board of Property Tax Appeals for the 2023-2024 and*  
26 *2024-2025 year."*

27 *Motion made by Vice Chair Bangs, Seconded by Commissioner Wev.*  
28 *Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka,*  
29 *Commissioner Wev, Commissioner Thompson*  
30

31 **PUBLIC HEARING**

32 6. Ordinance 23-13: Storage Structures for Emergency Supplies {Page 58}

33 Gail Henrikson, Community Development Director, said Emergency Management  
34 Department staff approached her because they had recently submitted grant  
35 applications to install three emergency supply cache sites in Arch Cape. The  
36 LAWDUC does not include this use in any other zoning districts other than  
37 Forest-80 and Agriculture-Forestry zones. They are proposing these structures  
38 be allowed in 25 identified zones in unincorporated Clatsop County.

39 Anthony Pope, County Counsel, read the first reading by title only.

1 Chair Kujala opened the public hearing.  
2 No conflict of interest from the Commissioners.  
3 No testimony from the public.  
4 Chair Kujala closed the public hearing.

5 *Motion: "Continue the matter to the October 25<sup>th</sup> meeting."*

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

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

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10 **GOOD OF THE ORDER**

11 **ADJOURNMENT**

12 The meeting was adjourned at 6:45 P.M.

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Approved by,

\_\_\_\_\_  
Mark Kujala, Chair



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

October 25, 2023

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**Agenda Title:** Intergovernmental Grant Agreement – Balance of State  
State of Emergency Due to Homelessness

**Category:** Consent Calendar

**Presented By:** Monica Steele, Assistant County Manager

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**Issue Before the Commission:** Approve the intergovernmental grant agreement with the State of Oregon acting through Oregon Housing and Community Services (OHCS) Department for the balance of the state funding in response to the state of emergency due to homelessness.

**Informational Summary:** On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, OHCS was awarded funding through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature to increase shelter capacity and connections to shelter, support rapid rehousing initiatives, provide capacity support for culturally responsive organizations, and provide sanitation services, for communities within the OR-505 – Oregon Balance of State (BOS) Continuum of Care and for the administration of support relating to these objectives. OHCS will support such communities in deploying these funds, including but not limited to support pursuant to the proposed agreement, in a coordinated effort to accomplish the following objectives:

1. Increase shelter capacity, quality, and utilization in the BOS region by 100 beds and;
2. Rehouse at least 450 households experiencing unsheltered homelessness in BOS areas

Clatsop County and our community partners through the MAC group prioritized these efforts for our community based on the guidelines presented by OHCS, the ask submitted based on the community needs was \$8,053,840. Of this request Clatsop County has been allocated \$3,836,732.32 to address our community needs, approximately \$2.5M for shelter beds and \$1.3M for rapid re-housing.

Staff is asking that your Board approve the intergovernmental grant agreement with the state to move forward with the proposed shelter projects for Clatsop Community Action and LiFEBoat Services, as well as meeting the other state of objectives around the emergency declaration.

**Fiscal Impact:** This is a reimbursement grant in the amount of \$3,836,732.32. A budget adjustment will be brought before your Board in the near future to reflect this unanticipated grant award.

**Requested Action:**

Authorize the County Manager to sign the Intergovernmental Grant Agreement and any amendments between the State of Oregon acting by and through its Housing and Community Services Department in the amount of \$3,836,732.32.

**Attachment List**

- A. Intergovernmental Grant Agreement – Balance of State, State of Emergency Due to Homelessness

## **Intergovernmental Grant Agreement**

### **Balance of State (BOS)**

#### **State of Emergency Due to Homelessness**

This Agreement (this “Agreement”) is by and between the State of Oregon (“State”), acting by and through its Housing and Community Services Department (“Agency”), and Clatsop County, an Oregon local government entity (“Recipient”), each individually a “Party”, and collectively the “Parties”.

#### **1. Effective Date and Duration**

This Agreement shall become effective upon full execution by the Parties and, if required, approval by the Oregon Department of Justice, and shall expire on June 30, 2025, unless extended or terminated under the provisions identified within this Agreement. Expiration or termination of this Agreement will not prejudice Agency’s right to exercise remedies under this Agreement with respect to any breach that has occurred prior to expiration or termination.

#### **2. Background and Definitions**

The Parties acknowledge the following background related to this Agreement:

On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, Agency was awarded funding through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature to increase shelter capacity and connections to shelter, support rapid rehousing initiatives, provide capacity support for culturally responsive organizations, and provide sanitation services, for communities within the OR-505 - Oregon Balance of State Continuum of Care and for the administration of support relating to these objectives. Agency will support such communities in deploying these funds, including but not limited to support pursuant to this Agreement, in a coordinated effort to accomplish the following objectives:

- A.** Increase shelter capacity, quality, and utilization in the region covered by the OR-505 Oregon Balance of State Rural Continuum of Care by 100 beds; and
- B.** Rehouse at least 450 households experiencing unsheltered homelessness in Balance of State areas.
- C.** All references to “days” in this Agreement shall mean calendar days.

### 3. Consideration

Agency agrees to pay Recipient, from available and authorized funds, the amount of actual expenses incurred by Recipient in performing the grant activities referenced below in Section 4 of this Agreement (“Authorized Expenses”), but not to exceed **\$3,836,732.32** (the “Grant Funds”), as follows:

- 3.1** Following expenditures by Recipient and submission to Agency of a report detailing such expenditures in such form as is satisfactory to or required by Agency, Agency will reimburse Recipient for Authorized Expenses up to the amount of **\$3,836,732.32**, following receipt of requests by Recipient for such reimbursement. Authorized Expenses will only be reimbursed if incurred during the period from July 1, 2023 until June 30, 2025 (the “Performance Period”). Each such reimbursement request will be made following, and in accordance with, a Notice of Allocation (“NOA”) issued by Agency to Recipient, including but not limited to any allocation of Grant Funds in the applicable NOA to specific expense categories. Recipient will submit requests for reimbursement under this Section 3.1 at least quarterly and in such form and manner as is satisfactory to or required by Agency. Agency and Recipient may by mutual agreement modify or terminate a NOA at any time. In the event of a conflict between any NOA and the terms of this Agreement, including but not limited to the not-to-exceed amount set forth under this Agreement, the terms of this Agreement will prevail.

### 4. Grant Activities

Recipient will use Grant Funds to conduct the grant activities set forth in Exhibit A (the “Grant Activities”), which is attached to and incorporated into this Agreement. Recipient’s receipt of Grant Funds is conditioned on Recipient’s compliance with Exhibit A, including but not limited to any performance measures set forth in Exhibit A. Recipient will achieve the goals set forth in Exhibit B and agrees that such goals are requirements under this Agreement.

### 5. Authorized Representatives

- 5.1** Agency’s Authorized Representative is:

Liz Hearn  
725 Summer Street NE, Suite B  
Salem, OR 97301  
[liz.hearn@hcs.oregon.gov](mailto:liz.hearn@hcs.oregon.gov)

- 5.2** Recipient’s Authorized Representative is:

Monica Steele  
800 Exchange Street  
Astoria, OR 97103  
[msteele@clatsopcounty.gov](mailto:msteele@clatsopcounty.gov)

**5.3** A Party may designate a new Authorized Representative by written notice to the other Party.

## **6. Online Systems**

**6.1** Recipient and its subrecipients must enter all appropriate and necessary data into OPUS (a web-based application developed by Agency), Homeless Management Information System (HMIS), Procorem or any other Agency-approved system designated by Agency (collectively, the “Sites”) at the time of client intake, if applicable, or at such other times required by Agency. Exceptions are only allowed with prior written approval by Agency.

**6.2** As a condition of use of the Sites, Recipient and its subrecipients (collectively, “User”) agree to all terms and conditions contained in this Agreement, notices on the Sites, or other directives by Agency regarding use of the Sites. User agrees to not use the Sites for any unlawful purpose. Agency reserves the right, in its sole discretion, to update or revise the terms and conditions for use of the Sites.

**6.3** Use of the Sites for additional reported “local” program data is at the Recipient’s and subrecipients’ own risk. Agency will not modify or otherwise create any screen, report, or tool in the Sites to meet needs related to this local data.

**6.4** Recipient hereby grants and will require and cause any subrecipient to grant Agency the right to reproduce, use, display, adapt, modify, distribute, and promote the content on the Sites in any form and disclose, to the extent permitted by law, any or all of the information or data furnished to or received by Agency directly or indirectly resulting from this Agreement. Recipient also shall use and shall require and cause its subrecipients to use appropriate client release forms and privacy policy forms in connection with obtaining and transmitting client data.

**6.5** Recipient understands and agrees, and shall require its subrecipients to agree, that all materials, information, software, products, and services included in or available through the Sites (the “Content”) are provided “as is” and “as available” for use. The Content is provided without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Agency does not represent or warrant that: (1) the Content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location; (3) any defects or errors in the Content will be corrected; or (4) the Content is free of viruses or other harmful components. Use of the Sites is solely at the User’s risk. User hereby accepts the risk of its use of the Sites, and of the use of the Sites by its subrecipients.

**6.6** Recipient agrees that under no circumstances will Agency be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the Sites. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Agency has been informed of the possibility of such damage.

## **7. Headings**

The headings or captions in this Agreement are for convenience only and in no way define, limit, or describe the intent of any provisions of this Agreement.

## **8. Amendments**

The terms of this Agreement shall not be modified, supplemented, or amended in any manner whatsoever, except in writing by Agency.

## **9. Nonexclusive Remedies Related to Funding**

Agency may withhold any and all undisbursed Grant Funds from Recipient if Agency, in its sole discretion, determines that Recipient has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Recipient's material obligations include, but are not limited to, providing complete, accurate and timely reports satisfactory to Agency about Recipient's performance under this Agreement as well as timely satisfying all Agreement obligations relating to any Grant Funds.

If Grant Funds are not obligated for reimbursement by Recipient in a timely manner as determined by Agency in its sole discretion, Agency may reduce Recipient's funding as it determines to be appropriate in its sole discretion and redistribute such Grant Funds to other parties or retain such Grant Funds for other use. This remedy is in addition to any other remedies available to Agency under this Agreement or otherwise.

## **10. Independent Contractor Relationship**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that neither Recipient, nor any of its directors, officers, employees or agents, is an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

## **11. Access to Records**

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that Agency and the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts.

Recipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to the foregoing minimum records retention requirement, Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

## **12. Compliance with Law**

In connection with their activities under this Agreement, the Parties shall comply with all applicable law.

## **13. Contribution**

**13.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 13 with respect to the Third-Party Claim.

**13.2** With respect to a Third Party Claim for which Agency is jointly liable with Recipient (or would be if joined in the Third Party Claim ), Agency shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Recipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Agency’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

**13.3** With respect to a Third Party Claim for which Recipient is jointly liable with Agency (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is

appropriate to reflect the relative fault of Recipient on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

**13.4** Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend. Save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. Any defense obligations to Indemnitee are subject to compliance with applicable provisions of ORS chapter 180.

#### **14. Recipient Default**

Recipient will be in default under this Agreement upon the occurrence of any of the following events:

- 14.1** Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement, including but not limited to failure to perform Grant Activities or satisfy performance measures as set forth in Exhibit A and such failure is not remedied within thirty (30) days following notice from Agency to Recipient specifying such failure; or
- 14.2** Any representation, warranty or statement made by Recipient in this Agreement or in any documents or reports submitted by Recipient in connection with this Agreement, concerning the expenditure of Grant Funds or Recipient's performance of any of its obligations under this Agreement, is untrue in any material respect when made; or
- 14.3** Recipient fails to incur expenses, or to satisfy performance measures, at a rate or in a manner that would result in complete expenditure of the Grant Funds in accordance with this Agreement, or successful completion of all performance measures under this Agreement, on or before June 30, 2025, as determined by Agency in its sole discretion.



## 15. Agency Default

Agency will be in default under this Agreement if Agency fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement.

## 16. Remedies

**16.1** In the event Recipient is in default under Section 14, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 18, (b) reducing, withholding or recovering payment of Grant Funds for activities that Recipient has failed to perform in accordance with this Agreement, (c) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (d) exercise of its right of recovery of overpayments under Section 17 of this Agreement or setoff, or both.

All of the above remedies in this Section 16.1 are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**16.2** Prior to any termination of this Agreement by Agency pursuant to Section 18.2.3, Agency will provide Recipient with a written notice of such default and will include in such notice an offer to meet with the senior manager of Recipient who has primary responsibility for oversight of the Grant Activities to provide Recipient an opportunity to explain the reasons for the default and to present a proposal for curing the default within a time period that is acceptable to Agency. Recipient shall have 5 days to accept such offer. If Recipient does not accept such offer within such 5-day period, Agency may terminate this Agreement upon 10 days' written notice as provided in Section 18.2.3 or exercise any other remedies available to Agency under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period. If Recipient accepts such offer, the meeting must be held within 14 days of such acceptance or at such other time as agreed by Agency. Following the meeting, Agency shall make a determination, in its reasonable discretion, of whether to accept Recipient's proposal, with such modifications as are mutually acceptable to the Parties, and shall give written notice of such determination to Recipient. If Agency's written notice states that Agency does not agree to such proposal, or if Agency accepts such proposal but Recipient does not satisfy the terms of the proposal, Agency may terminate this Agreement upon 10 days' written notice as provided in Section 18.2.3 or exercise any other remedies available to Agency under this Agreement unless Recipient has fully cured such default prior to the expiration of such 10-day notice period.

**16.3** In the event Agency is in default under Section 15 and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 18, or in the event Agency terminates this Agreement under Sections 18.2.1, 18.2.2, or 18.2.4, Recipient's sole remedy will be a claim for reimbursement of expenses incurred in accordance with this Agreement, less any claims Agency has against Recipient. In no event will Agency be liable to Recipient

for any expenses related to termination of this Agreement or for anticipated profits or loss. If previous amounts paid to Recipient exceed the amount due to Recipient under this Section 16.2, Recipient shall promptly pay any excess to Agency.

## **17. Recovery of Overpayments; Withholding of Funds**

**17.1** If payments to Recipient under this Agreement, or any other agreement between Agency and Recipient, exceed the amount to which Recipient is entitled, Agency may, after notifying Recipient in writing, withhold from payments due Recipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

**17.2** Agency may withhold any and all undisbursed Grant Funds from Recipient if Agency determines, in its sole discretion, that Recipient has failed to timely satisfy any material obligation arising under this Agreement, including but not limited to providing complete, accurate, and timely reports in a form satisfactory to Agency, or if Agency determines that the rate or scale of requests for Grant Funds in any expenditure category materially deviates from an applicable NOA or is unsubstantiated by related documentation.

## **18. Termination**

**18.1** This Agreement may be terminated at any time by mutual written consent of the Parties.

**18.2** Agency may terminate this Agreement as follows:

**18.2.1** Immediately upon written notice to Recipient, if Agency fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient, in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

**18.2.2** Immediately upon written notice to Recipient, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

**18.2.3** If Recipient is in default under this Agreement and such default remains uncured for a period of 10 days following completion of the process outlined in Section 16.2; or

**18.2.4** As otherwise expressly provided in this Agreement.

**18.3** Recipient may terminate this Agreement immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice to Agency.

**18.4** Upon receiving a notice of termination of this Agreement, Recipient will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice.

## **19. Insurance**

**19.1** Recipient shall insure, or self-insure, and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

**19.2** Recipient shall require its subcontractors to maintain insurance coverages that meet or exceed Recipient's standard policies and practices with respect to the subcontracted activities, and which in all cases shall be no less than commercially reasonable insurance coverages, consistent with applicable industry standards.

**19.3 Project Insurance.** In addition to any other insurance required under Section 19 of this Agreement, Recipient must ensure that the real property and improvements (collectively, the "Property") related to the Grant Activities is insured against liability and risk of direct physical loss, damage or destruction in types and amounts at least to the extent that similar insurance is customarily carried by entities developing, constructing, and maintaining similar property and facilities. Types and amounts of insurance may include, but are not limited to: workers' compensation insurance, commercial general liability, auto liability (including necessary coverage if transporting hazardous material), professional liability (including professional liability for the design, architecture, and engineering of the Property), pollution liability (including necessary lead and/or asbestos coverage), and builder's risk insurance. Insurance shall be maintained until the Recipient no longer has an insurable interest in the Property.

**19.4** All insurance will be written by a company or companies reasonably acceptable to Agency; will require reasonable, but not less than thirty (30) days, prior written notice to Agency of cancellation or non-renewal; will contain waivers of subrogation and endorsements that no act or negligence of Recipient or any occupant will affect the validity or enforceability of such insurance as against Agency. As proof of insurance, Recipient will forward to Agency, upon request, certificates evidencing the coverage required under this Agreement and copies of all policies. Acceptance of such proof of insurance by Agency does not constitute approval or agreement that the insurance related to the Grant Activities is adequate. Recipient must provide at least thirty (30) days' written notice to Agency of any significant changes, including, but not limited to, cancellations and non-payment, to the policy that would affect the coverage.

**19.5 Casualty/Loss Restoration.** After the occurrence of any casualty to the Property, Recipient will give prompt written notice of the casualty to Agency, specifically describing the nature and cause of such casualty and the extent of the damage or destruction to the Property. In the event of any casualty to the Property, Recipient will immediately take such action as is necessary to make the site safe and legal, including, if necessary, demolition of any

improvement, removal of debris, and/or grading the site. Recipient, subject to the rights of an approved senior mortgage lender, if any, assigns to Agency all insurance proceeds that Recipient may be entitled to receive with respect to any casualty. In the event Recipient desires to rebuild or restore the Property, insurance proceeds will be placed in escrow, with escrow instructions to release funds for invoices related to such reconstruction. Agency will have the right to review and approve of reconstruction plans and may require the conditional release of liens as condition of escrow payments. No proceeds will be released if Recipient is in default under this Agreement. If Recipient (i) does not elect to restore the Property, or (ii) is in default under this Agreement, Agency may apply the insurance proceeds to satisfy Recipient's obligations under this Agreement, subject to the rights of an approved senior mortgage lender, if any.

## **20. Availability of Funds**

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities, or monetary obligations of Agency.

## **21. Governing Law**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "claim") between Recipient and Agency or the State of Oregon that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon, provided that in the event that a claim must be brought in a federal forum, the claim shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Recipient consents to the exclusive jurisdiction of such courts. Nothing in this Agreement constitutes consent by the State of Oregon to the jurisdiction of any court or a waiver by the State of Oregon of any defense or immunity, including but not limited to sovereign immunity and immunity under the Eleventh Amendment to the United States Constitution.

## **22. Notice.**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid certified or registered mail, with return receipt, to a Party's Authorized Representative at the physical address or email address set forth in Section 5 of this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 22. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation of delivery, either by return email or by demonstrating through other technological means that the email has been delivered to the Recipient's email address.

**23. Survival**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than those rights and obligations that by their express terms survive termination of this Agreement or would reasonably be expected to survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

**24. Intended Beneficiaries**

Agency and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

**25. Assignment**

Recipient may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

**26. Subcontracts**

Recipient shall notify Agency prior to entering into any subcontracts for any of the activities required of Recipient under this Agreement. Agency's receipt of notice of any subcontract will not relieve Recipient of any of its duties or obligations under this Agreement. For purposes of this Agreement, including but not limited to any exhibits incorporated into this Agreement, "subcontract" means any agreement pursuant to which Recipient compensates another party to carry out any activities under this Agreement, whether by contract for goods or services, grant agreement, or otherwise. For avoidance of doubt, the term "subcontractor" includes any subgrantee or subrecipient to which Recipient awards any funds received by Recipient under this Agreement.

**27. Merger; Waiver**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by the applicable Party. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

**28. Counterparts**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

**29. Signatures**

**Oregon Housing & Community Services**

**Clatsop County**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name & Title**

Monica Steele

\_\_\_\_\_  
**Printed Name & Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

*Approved for legal sufficiency by Senior AAG Marc Bocci via email on 10/13/2023.*

## Exhibit A

### Grant Activities

#### 1. Description.

On January 10, 2023, Governor Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, Agency will play a major role in the delivery of the Governor’s early investment package that was awarded funding to provide resources to the communities in the Rural Oregon Continuum of Care through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature. Agency will support communities in deploying these funds, including but not limited to support pursuant to this Agreement, in a coordinated effort to accomplish the following objectives:

- A. Increase shelter capacity, quality, and utilization in the region covered by the OR-505 Oregon Balance of State Rural Continuum of Care by 100 beds; and
- B. Rehouse at least 450 households experiencing unsheltered homelessness in Balance of State areas.

Agency is deploying Grant Funds pursuant to a Homelessness Emergency Response Program designed to accomplish the above objectives (the “Program”).

#### 2. Grant Activities.

- A. **Regional Unsheltered Homelessness Emergency Response Plan.** Prior to eligibility for funding, Recipient submitted a Regional Unsheltered Homelessness Emergency Response Plan (“Plan”) to Agency that specifies, among other things: current local, state, federal, and other resources allocated to emergency shelter services, rehousing services, and housing stabilization services; and current service levels and gaps in services and resources in emergency response areas specifically impacting people experiencing unsheltered homelessness. The Plan is attached to and incorporated into this Agreement as Exhibit B and, together with this Exhibit A, defines the scope of grant activities (“Grant Activities”) authorized for the purposes of this Agreement.
- B. **Compliance with Agreement.** Recipient shall and shall cause and require by written agreement that its subcontractors comply with and perform all Grant Activities in accordance with the terms of this Agreement, including but not limited to all exhibits to this Agreement. The provisions of this Section 2 are supplemental to and do not limit the obligations of Recipient or its subcontractors arising under any other provision of this Agreement.
- C. **Housing Focused.** All activities conducted under this Agreement must be Housing Focused. “Housing Focused” activities are defined as activities that seek to lower barriers for people

experiencing homelessness or housing instability. Activities conducted under this Agreement may not screen participants out solely on the basis of certain behavioral, psychological, physiological, citizenship or immigration status or economic preconditions. Housing Focused services must ensure that the safety and support of both staff and clients are paramount. This is accomplished through a focus on ensuring safety by managing behaviors that pose a risk to health and safety rather than implementing blanket exclusions based on a past diagnosis or current behavioral health symptoms that do not pose a direct risk to community safety. Furthermore, Recipient must actively coordinate services and supports for helping people exit homelessness and make efforts to reduce the barriers to re-housing individuals and families in their community.

- D. No Supplanting of Other Funds.** Recipient may not use funds provided under this Agreement to supplant other funds available for the same purpose. Furthermore, Recipient agrees that during the term of this Agreement, the funding available for homeless services from sources other than this Agreement will not be reduced from the levels outlined in the Plan, and that in the event of any such reduction, Agency may exercise any of the remedies available to it under this Agreement or at law or in equity. Recipient also agrees to comply with reporting requirements as outlined in Section 3 of this Exhibit A (Program Specific Reporting) to demonstrate the levels of funding from other sources as outlined in the Plan are sustained throughout the term of this Agreement and that no reductions to such funding are made. Failure by Recipient to comply with this Section 2(D) is a material breach of this Agreement, and entitles Agency to exercise any remedies available to it under this Agreement or at law or in equity.
- E. Client Evaluation.** Recipient shall conduct an initial evaluation of clients in accordance with local Continuum of Care (“CoC”) requirements applicable at the time of client evaluation. For the purposes of client eligibility, Recipient must determine which category of housing status each household meets. Eligibility based on housing status shall be determined based upon the initial engagement with the client.

The eligibility categories are as follows:

**Category 1: Literally Homeless**—Individual or family that lacks a fixed, regular, and adequate nighttime residence, meaning:

- Living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground);
- Living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelters, and hotels or motels paid for by charitable organizations or by federal, state or local government programs); or



- Exiting an institution where the individual or family has resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

**Category 2: Imminent Risk of Homelessness**—Individual or family that will lose their primary nighttime residence provided that:

- The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
- No subsequent residence has been identified; AND
- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

**Category 3: Homeless Under Other Federal Statutes**—Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under another category, (literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence) but who:

- Are defined as homeless under other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the Program assistance eligibility determination;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; AND
- Can be expected to continue in such status for an extended period of time due to special needs or barriers.

**Category 4: Fleeing/Attempting to Flee Domestic Violence**—Individual or family that:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other safe residence; AND
- Lacks the resources or support networks to obtain other permanent housing.

**Category 5: Unstably Housed**—Individual or family that:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under Categories 1-4 listed above;
- Has been notified to vacate current residence or otherwise demonstrate high risk of losing current housing; AND

- Lacks the resources or support networks to obtain other permanent housing.

**Category 6: Unsheltered Homelessness** – Individual or family that is living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground).

Client eligibility criteria for each of the above categories are as follows:

- Rapid Re-housing Client Eligibility Criteria:
  - Household must meet the following Housing Status Criteria at time of initial engagement:
    - **Category 6: Unsheltered Homelessness**
- Shelter and Street Outreach Client Eligibility Criteria:
  - Household must meet the following Housing Status Criteria:
    - **Category 1: Literally Homeless**
    - **Category 2: Imminent Risk of Homelessness**
    - **Category 3: Homeless Under Other Federal Statutes**
    - **Category 4: Fleeing/Attempting to Flee Domestic Violence**
    - **Category 6: Unsheltered Homelessness**
- Grant Funds under this Agreement are not allowed to be used for households meeting Category 5, Unstably Housed. Prevention funding will be deployed to local communities through other agreements.

**F. Low Barrier Shelter Requirement.** Funding under this Agreement for shelter acquisition, operation and construction must only be utilized to create new shelter bed capacity that meets the following definition of Low Barrier Shelter:

Low and no barrier policies allow homeless individuals and households to access shelter, housing, and services without preconditions such as sobriety, compliance with treatment plan, no pets, or agreement to participate in specific programs, activities, or classes. These policies allow those most in need to have access to shelter and housing. The emergency shelter beds added pursuant to this Agreement must be low barrier, focus on assessment and triage, and facilitate access to permanent housing resources so that people move through to housing quickly. Recipient may request technical assistance from the Agency to modify shelter policies to meet this definition.

In order to meet minimum standards as a Low Barrier shelter, the following three conditions must be met:

- Sobriety\* and treatment are voluntary;
- No required documentation of identification, custody, citizenship, or gender. Furthermore, shelters must meet the Department of Housing and Urban Development's Equal Access Rule, 81 FR 64763, to ensure services are available to all individuals and families regardless of sexual orientation, gender identity, or marital status; and
- Shelter accommodates pets and belongings.

\*Note: Low-barrier shelters may establish requirements that limit the use of drugs and alcohol in common or shared areas of the facility. In addition, facilities may establish behavioral expectations that limit disruptive or violent behavior resulting from intoxication. However, Low Barrier Shelters may not impose a requirement to abstain completely from alcohol or drug use.

Furthermore, Agency is recommending the adoption of the following best practices as key indicators of a successful Low Barrier Shelter:

- Shelter has minimal expectations or requirements of people seeking shelter;
- Shelter focuses on addressing disruptive or dangerous behaviors rather than compliance to rules or case plans;
- Shelter welcomes self-defined family and kinship groups to seek shelter together;
- Shelter can identify financial resources that can support the adoption of low barrier policies and practices and supports extended or flexible hours and adapted service-delivery models;
- Shelter accommodates pets and belongings;
- Shelter's intake process and housing navigation services coordinate closely with community-based outreach services and coordinated entry;
- Shelter creates flexible and predictable access for people seeking shelter;
- No charge to individuals or families for stays, meals, or services at the low barrier shelter; and

- Shelter does not exclude people with criminal convictions, poor credit, or eviction histories.

Recipient may fund shelters that require sobriety or drug and alcohol treatment services but otherwise meet the definition of Low Barrier Shelter as outlined in this Agreement in order to provide access to the special needs of people who are in recovery from drugs and alcohol. For example, a facility that meets the definition of Alcohol and Drug Free Community housing as outlined in ORS 90.243 may qualify for funding. Such use of funds for shelters that require sobriety or drug and alcohol treatment services must be as outlined in the Plan (Exhibit B). Notwithstanding any other provision of this Agreement, no more than 30% of the shelter bed capacity created in each community under this Agreement is permitted to be subject to required sobriety or drug and alcohol treatment services.

**G. New Shelter Bed Requirement.** New shelter bed capacity is defined as beds that are added to a local region as a direct result of funding under this Agreement. Beds may be counted if the building requires rehabilitation prior to the shelter being operational or put into use, if needed. It also may include beds that are added to existing shelters through expansion. If a bed is not available in a local region due to lack of operational funding, Grant Funds may be used to bring the bed into active use and the bed would count as added shelter capacity for purposes of this Agreement. Shelter funds may not be used to supplant existing resources, consistent with Section 2(D) of this Exhibit A. Shelter beds may not be counted toward the goal of new shelter beds as outlined in this Agreement unless new beds are being added into an existing shelter or an entirely new shelter facility is brought online as a result of funding under this Agreement.

**H. Habitability Requirements.** Shelters, whether congregate or non-congregate, must meet habitability requirements that include minimum safety, sanitation, and privacy standards as outlined in 24 CFR § 576.403, regardless of whether 24 CFR § 576.403 independently applies to such shelters apart from this Agreement. Shelters must be structurally sound. Tents and other structures without hardened surfaces that do not meet these minimum standards are unallowable. Recipient must document habitability requirements for all shelters funded under this Agreement. Agency will provide technical assistance reasonably requested to ensure compliance with habitability requirements.

Shelter units may be in the form of Non-Congregate Free-Standing Units if they provide the following amenities:

- Heat
- Electricity
- The ability to close and lock a door
- Showers and restrooms onsite
- Hard-surface walls and roofing

- Food preparation facilities available onsite or with an action plan to provide meals to shelter residents

**I. Use of Grant Funds.** Consistent with the Plan as well as any applicable NOA, Grant Funds may be utilized for the following purposes:

- i) Acquisition, construction, conversion, or rehabilitation of shelters that increase the shelter bed capacity in accordance with the terms of this Agreement, including but not limited to Sections 2(F), 2(G) and 2(H) of this Exhibit A.
  - (1) **Acquisition** means acquiring property through purchase, donation, trade, or any other method for the purposes of utilization as an emergency shelter.
  - (2) **Conversion** means changing the function of a piece of property from one use to another.
  - (3) **Rehabilitation** means action taken to return a property to a useful state by means of repair, modification, or alteration.
- ii) Shelter operations, services and supports for shelter beds that increase capacity as determined in accordance with the terms of this Agreement.
- iii) Street outreach services, including housing navigation and placement services.
- iv) Sanitation services.
- v) Rapid-rehousing services, including landlord incentives to secure available units, through block-leasing strategies or other means, for people exiting homelessness. Rental assistance commitments, when utilized under rapid-rehousing services, may be issued for up to a 12-month period of time after client move in and may also be issued in the form of an upfront payment to the landlord. Rental assistance commitments may include pre-paid costs to encourage landlord participation. Costs may also include paying for damages or past due housing debt to secure new units or resources. Supportive housing services may be provided for block-leased units and for households that are rehoused pursuant to this Agreement to ensure participants are able to stay securely housed and landlords are supported for various needs.
- vi) For all clients who are re-housed utilizing Grant Funds, Recipient is required to provide landlord with documentation showing that the landlord participated in the Program to ensure Agency can provide further guarantees of financial assistance through the Landlord Guarantee Program. Agency shall provide templates that Recipient may use for this purpose.
- vii) Capacity Building services, including funds for the purposes of promoting growth, encouraging development, increasing Recipient's capacity to better support homeless services delivered, and strengthening community efforts around supporting people

experiencing homelessness; and expend funds to procure and provide needed technical assistance related to grant administration, homeless services best practices, system design, and other critical areas of learning and growth, including, but not limited to:

- (1) Training offered to staff and/or community partners for further skill development of those that are participating and working on addressing homelessness in the local community;
  - (2) Technical assistance, including but not limited to fiscal training, grant management support, policy refinement and development, strategizing planning and development around homeless supportive services, and developing or improving data collection methods that inform programmatic improvements;
  - (3) Establishment or expansion of organizational outreach efforts and engagement to identify existing resources, avoid duplication of services and resources, cultivate new partnerships and relationships, including with organizations that identify as culturally responsive or culturally specific, and develop seamless pathways to providing services to those seeking support;
  - (4) Increase organization staffing; and
  - (5) Homeless Management Information System (HMIS) and coordinated entry training, support, and continued education.
- viii)** Administrative costs up to the limit outlined in the Plan (Exhibit B) including, but not limited to:
- (1) Senior executive management personnel salaries and benefits (unless they are directly involved in Program operations), administrative staff travel costs;
  - (2) General services such as accounting, budget development, personnel, contracting, marketing, agency audit, and agency insurance;
  - (3) Board expenses (excluding meals);
  - (4) Planning and implementation of Local Planning group infrastructure
  - (5) Organization-wide membership fees and dues specific to the Program;
  - (6) General agency facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance (as part of the organization's direct or indirect cost allocation plan); and
  - (7) Equipment rental/purchase, insurance, utilities, and information technology costs that are not specific to the Program but relate to the administration of the Recipient as a whole.

Recipient may also utilize Grant Funds to address the specific needs of various homeless subpopulations as set forth in the Plan. Targeting of funds must not violate the Fair Housing Act or other applicable anti-discrimination requirements.

### 3. Program Specific Reporting.

Recipient shall and shall cause and require its subcontractors by written agreement to submit to Agency all reports as required in this Agreement. Recipient shall and shall cause and require its subcontractors by written agreement to ensure that data collection and reporting, which may include personally identifiable information, be conducted through the use of Agency-approved systems including HMIS or HMIS-Comparable systems for Victim Service Providers. Recipient shall utilize existing systems of Agency (OPUS for fiscal management, and HMIS for Program outcome management, Procorem for reporting submission) for all funding under this Agreement in accordance with applicable policies and procedures of Agency. Recipient shall provide service provider technical assistance to users in Recipient's region and may request additional assistance from Agency as needed.

Recipient may request a reporting deadline extension. An extension must be approved in writing by Agency and such approval may be granted or withheld in Agency's sole discretion. Requests must be emailed to [HCS.REPORTING@hcs.oregon.gov](mailto:HCS.REPORTING@hcs.oregon.gov) prior to the submission deadline.

The following reports and other documents shall be submitted to Agency throughout the Performance Period and for any additional period as required to include all reportable activities performed during the Performance Period and all other reportable information relating to the Performance Period:

- A. Monthly disaggregated data using the SAP Business Objects (the HMIS reporting tool). A monthly System Query Report will be run by Agency. A file with aggregated data will be generated and provided to the Recipient to confirm their monthly data as complete and accurate. If needed, the Recipient will have 5 days to update or correct data in HMIS. Agency will re-run a final System Query Reports on the 25th of each month.
- B. If using funding under this Agreement to add new shelter beds, Recipient must provide required data in the form and manner required by the Rural Oregon Continuum of Care to the CoC HMIS Administrator for the Housing Inventory (HIC) Bed/Unit Inventory updates by 20 days following the end of each month. This can be reported using the HIC report in SAP Business Objects or an Excel spreadsheet of the CoC's Housing Inventory (complete), maintained outside of HMIS.
- C. Requests for funds through the OPUS system must be submitted, within 60 days of the end of each quarter. A final request for funds must be submitted for all fiscal year expenses not previously reported within 60 days of each fiscal year end.
- D. If Recipient reported shelter(s) under development in the Monthly Housing Inventory update, then Recipient must submit a narrative update in a manner prescribed by Agency by the last day of the month.

- E. If using funding under this Agreement for purposes described in Section 2(I)(vii) above, then Recipient must submit a narrative update in a manner prescribed by Agency on the last day of each quarter.
- F. Recipient shall provide additional reports, including those requested by the CoC HMIS Administrator at the direction of Agency, and shall cooperatively attend meetings with Agency, as reasonably requested by Agency.

#### **4. Performance Measures**

Recipient shall and shall cause and require its subcontractors by written agreement to conduct the Grant Activities in a manner consistent with the requirements of this Agreement and to achieve the following performance goals, as well as the performance goals that are outlined in the Plan:

- A. Increased housing stability as measured by the number of individuals who were successfully re-housed and who met eligibility criteria as outlined in this Agreement before the end of the Performance Period unless otherwise stated.
- B. Increased shelter availability and utilization in boundary area of the Continuum of Care or identified sub-region as defined in the Plan as measured by a percentage increase in the number of new shelter beds as defined in this Agreement available and operational in the region referenced above by the end of the Performance Period, unless otherwise stated.

#### **5. Restrictive Covenants for Shelter Facilities**

Recipient shall operate the shelter facilities acquired, converted, renovated or rehabilitated pursuant to the Grant Activities (the "Facilities") and provide such related services as are required under the Grant Activities and other provisions of this Agreement for the restrictive use period as provided below (the "Restrictive Use Period").

Recipient must place a Declaration of Restrictive Covenants on the Facilities restricting the use of the Facilities to provide the housing and services as described in this Agreement. The Declaration of Restrictive Covenants shall be in such form as required by Agency and shall be filed, at the Recipient's expense, in the real property records of each county in which the Facilities are located. Notwithstanding any provision of this Agreement, the obligations set forth in the Declaration of Restrictive Covenants shall continue in full force and effect throughout the entire Restrictive Use Period and until the expiration of such obligations under the terms of the Declaration of Restrictive Covenants. Recipient acknowledges and agrees that such obligations will survive the expiration or termination of this Agreement. Recipient shall execute all other documents reasonably required by Agency in connection with the Declaration of Restrictive Covenants. Agency may waive any of the requirements pertaining to Facility restrictive covenants at its sole discretion.



### Restrictive Use Period

The Restrictive Use Period for all Facilities that are acquired or constructed by Recipient through the use of Grant Funds is 10 years as described below.

The Restrictive Use Periods for Facilities that are placed in service following rehabilitation or conversion of an existing structure are as set forth in the table below.

The Restrictive Use Period runs from the date the Facility is placed in service until December 31 of the final year of the Restrictive Use Period. Recipient must agree to certify compliance with this requirement and submit that certification to Agency on an annual basis, or upon request of Agency, throughout the Restrictive Use Period.

Before Recipient uses any Grant Funds to construct, rehabilitate or convert a Facility to be located on leased property, Recipient shall request prior written approval of Agency. Agency may approve or disapprove of such use of Grant Funds in its sole discretion and any such Agency approval may include modifications to the Restrictive Use Period as determined by Agency in its sole discretion.

<b>Rehabilitation and Conversion Minimum Period of Use</b>		
<b>Type of Activity</b>	<b>Definition</b>	<b>Minimum Period of Use</b>
Minor Rehabilitation	The cost of the rehabilitation of an existing emergency shelter is 75% or less of the value of the building before rehabilitation*	3 Years
Major Rehabilitation	The cost of the rehabilitation of an existing emergency shelter exceeds 75% of the value of the building before rehabilitation*	10 Years
Minor Conversion	The cost of the conversion of a building to an emergency shelter is 75% or less of the value of the building after conversion*	3 Years

Major Conversion	The cost of the conversion of a building to an emergency shelter exceeds 75% of the value of the building after conversion*	10 Years
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\* The value of each shelter building is the fair market value of the building, as determined by an independent real estate appraiser approved by Agency or by an Agency-approved process.

### Transferring Property Ownership

Within the Restrictive Use Period, Recipient may not transfer, repurpose, sell, assign, bequeath, or dispose of any interest in the Facilities or the underlying real property to any person, entity or other assignee, without obtaining the prior written consent of Agency. Agency may condition any such consent on the agreement of the transferee to assume all obligations of Recipient under this Agreement for the duration of the Restrictive Use Period. The proposed use of any monies gained from the transaction must be pre-approved by Agency.

## Exhibit B

### Regional Plan

The purpose of Oregon's EO 23-02 initiative is to increase state investments and strengthen the connection between state and local priorities in response to Oregon's long-growing unsheltered homelessness crisis. Oregon's Departments of Emergency Management (OEM) and Housing and Community Services (OHCS) have partnered to lead this work with the Office of the Governor.

OHCS plans to deliver \$26.135 million to the Oregon Balance of State region to increase shelter capacity by 100 units, and rehouse at least 450 households by June 30, 2025. OEM and OHCS will lead this work and coordinate state agency support for local implementation. Over the course of the Performance Period, state partners will support regional and community partners in the response effort.

### Community Analysis

#### *Part 1: Community Engagement and Data Review*

- 1) Please summarize your community engagement processes and the efforts made to ensure that the perspectives of people experiencing homelessness, frontline service providers, and groups at a high risk of experiencing homelessness inform regional priorities throughout Phase 2. Please list decision making processes and track community engagement efforts here as well.

In Clatsop County, our approach to addressing homelessness is driven by community engagement and collaboration. We recognize the importance of actively involving individuals experiencing homelessness, frontline service providers, and groups at high risk of homelessness in shaping our programs and priorities. Through ongoing needs assessments and feedback from the community, we identify gaps in services and work towards targeted solutions.

During the COVID-19 pandemic, a collaborative county-wide network, including the Regional Food Bank (RFB), local Hospitals, the County Department of Public Health, CCA Social Service and Community Resource teams, Clatsop Behavioral Health, the Harbor, LiFEBoat services and more responded swiftly to the increased demands for food, medical

services, personal care products, and housing resources resulting from job losses and closures.

We also acknowledge the specific challenges faced by survivors of domestic violence during the pandemic. The severity of violence experienced by survivors increased, leading to a greater need for emergency shelter. However, the housing crisis and limited availability of affordable housing meant longer stays in shelter, resulting in fewer survivors being able to access these services. The Harbor, working closely with partners such as the County, CCA, CBH, hospitals, and DHS, collaborated to leverage available resources and provide the best possible outcomes for survivors. Culturally specific services were also provided to the Latine/x and 2SLGBTQIA+ populations, guided by an advisory group consisting of members from the Latine/x community.

Maintaining accountability to the communities we serve is a core value for all of our community stakeholders. We prioritize ongoing engagement and communication by actively seeking input from clients and service providers. By continuously assessing needs, resources, and the quality of care, we are better able to address gaps and adapt our services accordingly. Our collective goal is to connect individuals to the best available resources, strengthen existing networks, and forge new partnerships when necessary.

To ensure accountability and coordination, we establish Memorandum of Understanding agreements with key agencies and partners. These agreements define responsibilities and expectations, fostering a collaborative environment. Through inter-agency reporting, metrics analysis, and regular meetings, we assess the impact of our programs and make informed decisions to improve and adapt.

Our collective commitment extends beyond short-term interventions. We strive for the long-term health and stability of vulnerable residents and their families. Through active community engagement and continuous assessment of needs, we develop effective and sustainable solutions to address homelessness in Clatsop County.

The Clatsop County community has been working together for years to find solutions around the issue of homelessness. Initiatives such as the County-wide Homeless Liaison position, created based on recommendations from the City of Astoria led Homeless Solutions Task Force, demonstrate the collaborative efforts throughout our communities. This position, currently housed under CCA, directly communicates with unsheltered individuals county-wide on a daily basis to identify barriers and needed resources, guiding them towards housing and services. An Advisory Committee consisting of stakeholders throughout the county regularly reviews activities and provides feedback on priorities, ensuring a community-driven approach.

In Clatsop County, community partnership and collaboration are at the heart of our work. One example is CCA's Community Resource Program, where on-site and mobile resources are provided for patients of Columbia Memorial Hospital and Providence Hospital and clinics, ensuring that individuals have access to the support they need.

The commitment of collaboration extends further through ongoing engagement and regular meetings with numerous community stakeholders and social service providers. These collaborations strengthen our partnerships and enable our county collectively to better address the complex challenges of homelessness county-wide.

Furthermore, we have actively collaborated on the 2022 Community Health Needs Assessment, demonstrating our shared dedication to addressing the health and social needs of our community. By working together, we can make a significant impact and create positive change in Clatsop County.

In Clatsop County, community partnership and collaboration are at the heart of our approach. Together, through collaborative efforts, active community engagement, and data-driven decision-making, we are committed to creating lasting change and working towards a future where homelessness is a solvable issue in Clatsop County.

- 2) Multi-Agency Coordination (MAC) teams and Continuum of Cares (CoCs) will seek input from disproportionately impacted groups and communities in an ongoing effort to develop a shared understanding of individual and regional challenges facing people experiencing unsheltered homelessness. Please add any additional qualitative or quantitative data or information that was shared to better understand the impact of unsheltered homelessness on their communities.

Please see link below with estimations on homeless populations by County. From the Oregon Health Authority.

[County - Homelessness \(oregon.gov\)](#)

Please see link below with the Oregon Statewide Homelessness Estimates for 2021- Report from Oregon Housing and Community Services.

[Oregon Statewide Homelessness Estimates 2021 \(pdx.edu\)](#)

Please see link below with the Oregon Housing and Community Services dashboard link displaying 2019 Point in Time data.

2019 Point-in-Time Dashboard | Tableau Public

See table below: MAC-PIT.excerpt.xlsx

PIT COUNT 2019 - CLATSOP COUNTY				STATEWIDE DEMOGRAPHICS				PIT COUNT 2022 - CLATSOP COUNTY			
Total number of persons	894							Total number of persons	531		
Number of children (under age 18)	356	40%		Children under 18	18.30%	*		Number of children (under age 18)	178	34%	
Chronically Homeless	201					*		Chronically Homeless	104		
								Veterans	24		
								Adults with Serious Mental Illness	74	14%	
								Adults with Substance Use Disorder	30	6%	
								Adults with HIV/AIDS	1	0%	
								Adult Survivors of Domestic Violence	36	7%	
		Experiencing Homelessness	Experiencing Poverty			Statewide Population by Race		Experiencing Homelessness			
Asian		1%	4%	Asian		2%		0% Asian		2	
Black / African American		6%	5%	Black / African American		1%		2% Black / African American		11	
Hispanic		10%	18%	Hispanic		12%		11% Hispanic		59	
Native American		5%	2%	Native American		2%		3% Native American		16	
Native Hawaiian / Other Pacific Islander		1%	0.7%	Native Hawaiian / Other Pacific Islander		0.30%		0% Native Hawaiian / Other Pacific Islander		1	
Other		0%	4%	Other		3%		0% Other			
Two or More		7%	6%	Two or More		4%		2% Two or More		8	
White		80%	79%	White		89%		95% White		493	

Part 2: Impact Analysis

3) How many people experiencing unsheltered homelessness did your community house in 2022?

206

4) Based on quantitative data and qualitative community input, these three groups have a disproportionately high risk of experiencing unsheltered homelessness:

a. Subpopulation 1:

Individuals with Mental Health / Substance Use Disorder

- b. Subpopulation 2:

Individuals and Families Fleeing Domestic Violence

- c. Subpopulation 3:

Youth

- 5) What percentage of people experiencing unsheltered homelessness who exit to permanent housing, return to homelessness within 6 months?

Less than 2%

- 6) What percentage of people experiencing unsheltered homelessness who exit to permanent housing, return to homelessness within 6-12 months?

Less than 2%

- 7) On average, how many people experiencing unsheltered homelessness does your community exit to permanent housing each month?

2-4

- 8) What culturally specific services are available and accessible to each of the three groups of people experiencing unsheltered homelessness in your community?  
a. Subpopulation 1: Individuals with Mental Health and/or Substance Use Disorder

Clatsop Behavioral Health (mobile crisis, medication assisted treatment, counseling, recovery allies, transitional housing and shelter referrals, street outreach)

Helping Hands Rapid Re Entry (emergency shelter, re-entry program [supported transitional housing])

CCA (Home to the county-wide collaborative Homeless Liaison street outreach program, housing programs and pending shelter support)

Iron Tribe network- Provides peer support, housing and family reunification services to individuals and families in recovery from substance use disorder.

Restoration House- Provides case management and housing support services to men with co-occurring disorders including substance abuse and significant psychological/behavioral issues.

LIFEBoat Services (navigation and meal services, street outreach)

Clatsop County Department of Public Health (Harm reduction services including needle exchange and Narcan distribution, street outreach, and mobile clinic services)

b. Subpopulation 2: Individuals and Families Fleeing Domestic Violence

The Harbor – Culturally-specific programming geared toward supporting survivors of domestic violence (Advocacy, Education, Outreach, Re-Location Assistance, Emergency Shelter, Support Groups)

c. Subpopulation 3: Youth

Clatsop CASA- Provides court appointed special advocates for children in the foster care system.

Assistance League of the Columbia Pacific (clothing resources to children in Clatsop County, in partnership with The Harbor, assists children in the foster care system with they're Duffel Bag program, Provides scholarship opportunities to high school children).

9) What specific services or supports are available for individuals in these groups to access and sustain mainstream (education, health care, Social Security, etc.) services and community connections once people are housed?

a. Subpopulation 1: Individuals with Mental Health and/or Substance Use Disorder

Beacon Clubhouse (nonclinical, membership based, peer run programing. Offers an inclusive, safe and restorative environment for adults navigating mental health)

Clatsop Behavioral Health (mental health community-based services; mental health outpatient services; substance use disorder treatment)

b. Subpopulation 2: Individuals and Families Fleeing Domestic Violence



CCA (Provides 2 Continuum of Care housing programs for individuals and families fleeing domestic violence. Both programs offer ongoing rental assistance and case management support for clients).

The Harbor – Culturally-specific programming geared toward supporting survivors of domestic violence (Advocacy, Education, Outreach, Support Groups)

c. Subpopulation 3: Youth

Lower Columbia Q Center (support groups and peer support to LGBTQIA+ youth).

Consejo Hispano- Offers a bilingual leadership camp (La Cima Lower Columbia Bilingual Leadership Camp) for Latinx high school students along the north coast of Oregon.

Tongue Point Job Corp (continued education opportunities to learn trades, typically serves between 16–24-year-olds).

First Steps Center for Autism (family supports for children on the Autism spectrum).

The Healing Circle (VOCA)- Community based organization dedicated to the healing of childhood sexual violence.

NW Oregon Works (continuing education supports).

Part 3: Community Priorities

10) Please select **all** local needs that are immediate and major barriers to your community’s efforts to support people experiencing unsheltered homelessness in regaining housing, safety, and stability.

- Housing Affordability
- Emergency Shelter Shortage
- Street Outreach Services
- Affordable Housing Landlord Engagement
- Substance Use Disorder Care and Services
- Mental Health Care and Services
- Rapid Rehousing Projects
- Service Providers – Organizational Capacity
- Service Providers – Staff/Salary
- Service Providers – Specific Expertise
- Medical Care
- Skilled Nursing Facility Care
- Nursing Home Shortage
- Manufactured Housing

- Housing Development
- Flexible System Funding/Costs
- Cleaning or maintenance (e.g., hoarding prevention)
- Housing-focused Case Management
- Housing problem-solving assistance
- Conflict mediation Services
- Housing Navigation Services
- Tenant-based rental assistance
- Project-based rental assistance
- Housing Choice Vouchers
- Targeted subsidies
- Rent buy-down
- Family reunification transportation assistance
- Flexible emergency funding
- Food security payments
- Marketing materials
- Operating costs
- Other flexible forms of financial assistance
- Other renovations
- Peer support Services
- Planning and development
- Project management
- Repairing damages
- Room and board payments
- Security deposits
- Service coordination and integration
- Signing bonuses
- Staffing
- Transportation assistance

11) For each of the three subpopulations identified above as **disproportionately likely** to experience unsheltered homelessness in your region, please identify which of these needs most significantly and specifically impact their ability to regain and retain housing.

- Subpopulation 1: **Shelter Availability**
  - Subpopulation 2: **Shelter Availability**
  - Subpopulation 3: **Shelter Availability**

12) Please list the community's five most urgent and critical (important but not immediately time sensitive) unmet needs, choosing from the selected list above.

- Most Urgent: **Shelter Availability**
- Urgent and Critical: **Substance Use Disorder Care and Services**
- Time Sensitive and Very Important: **Mental Health Care and Services**
  - Not Time Sensitive but Very Important: **Housing Affordability**
  - Important: **Housing Development**

## Goal Setting

Each community will determine priority strategies that will target its All In investments across its goals. MAC teams and CoCs will rely on the data and community analysis above to inform which of these strategies to prioritize. MAC teams and CoCs may gather additional data to better understand what local capacity and limitations should guide these investments.

Based on the supports most needed and the services currently available in your community, please check **only** the boxes for the investment strategies that would **most benefit** your community's efforts to rehouse people experiencing unsheltered homelessness.

### *Part 1: Strategies to increase shelter capacity for individuals and families experiencing unsheltered homelessness*

**Technical assistance and support to re-evaluate current emergency shelter rules** that may unnecessarily punish, divert, harm, or discourage people from staying in emergency shelter and seek unsheltered respite.

**Expand non-congregate shelter** through acquisition and development through the following eligible activities:

- Acquisition of existing structure or vacant land
- Demolition costs
- Development hard costs
- Site improvements
- Related soft costs
- Replacement reserve

**Expand emergency shelter bed capacity** through the following eligible activities:

- Major rehabilitation
- Conversion
- Other renovation

## *Part 2: Strategies to rapidly rehouse individuals and families experiencing unsheltered homelessness*

Technical assistance and support to establish or strengthen your Continuum of Care region's **relationship with Public Housing Authorities** to coordinate on securing available voucher resources to rehouse individuals and families experiencing unsheltered homelessness.

Technical assistance and support to examine, revise or strengthen your Continuum of Care region's **coordinated entry** prioritization policies and practices to rapidly rehouse individuals and families experiencing unsheltered homelessness.

**Technical assistance and support to analyze your Continuum of Care region's funding portfolio** to identify braided funding opportunities to increase its capability to rapidly rehouse individuals and families experiencing unsheltered homelessness.

Technical assistance and support to develop and implement an **encampment strategy** to focus rehousing efforts and reduce the number of encampments.

Expand or develop a **landlord incentive package** to establish a pool of units with reduced or eliminated tenancy screening criteria to rehouse people experiencing unsheltered homelessness. Eligible activities include:

- Planning and development
- Marketing materials
- Holding fees
- Signing bonuses
- Security deposits
- Rent buy-down
- Repairing damages
- Cleaning or maintenance (e.g., hoarding prevention)

Develop and implement a **housing surge** and/or **housing fair**. Eligible activities include:

- Staffing
- Admin
- Project management
- Fiscal Agent
- Tenant-based rental assistance
- Housing-focused case management
- Third-party inspection services

Develop and implement a **master leasing program**. Eligible activities include:

- Staffing
- Admin
- Project management
- Fiscal Agent
- Project-based rental assistance
- Housing-focused case management
- Third-party inspection services
- Operating costs

### **Current Services**

Below are the estimated services available in Recipient's service territory as submitted in Recipient's community plan.

<b>Project Type</b>	<b>Units Available</b>	<b>Total Units</b>	<b>Avg. Cost Per Unit</b>
Emergency Shelter Beds – Adult Only	0	71	
Emergency Shelter Beds – Adults with Children	0	26	
Emergency Shelter Beds - Youth	0	0	
Transitional Housing	0	25	
Joint Transitional Housing/Rapid Rehousing			
Rapid Rehousing	0	77	
Permanent Supportive Housing	0	20	
Other Permanent Housing			
Housing Choice Vouchers	0	289	\$ 606.71
<b>Service Type</b>	<b>Slots Available</b>	<b>Total Slots</b>	<b>Avg. Cost Per Service</b>
Outreach	5	50	\$ 1,500.00
Rental Assistance	5	20	\$ 17,000.00
Case Management	3	80	\$ 5,000.00
Landlord Engagement	0	0	
Housing Navigation	3	10	

**Current Investments**

Below are the estimated costs for services in Recipient’s territory as submitted in grantee’s community plan.

<b>Project Type</b>	<b>City</b>	<b>County</b>	<b>State</b>	<b>Federal</b>	<b>Private</b>	<b>Total</b>
Emergency Shelter Beds – Adult Only	\$50,000.00	\$300,000.00	\$1,195,334.00			\$1,545,334.00
Emergency Shelter Beds – Adults with Children	\$27,000.00		\$1,000,000.00			\$1,027,000.00
Emergency Shelter Beds - Youth			\$806,000.00			\$806,000.00
Transitional Housing						\$0.00
Joint Transitional Housing/Rapid Rehousing						\$0.00
Rapid Rehousing						\$0.00
Permanent Supportive Housing			\$234,406.50	\$159,440.00		\$393,846.50
Other Permanent Housing						\$0.00
Housing Choice Vouchers				\$175,339.19		\$175,339.19
<b>Service Type</b>						\$0.00
Outreach	\$80,842.60	\$50,000.00	\$20,000.00			\$150,842.60
Rental Assistance			\$500,000.00	\$178,860.00		\$678,860.00
Case Management	\$45,000.00			\$48,623.00		\$93,623.00
Landlord Engagement						\$0.00
Housing Navigation		\$70,000.00				\$70,000.00
<b>Total Investments</b>	<b>\$202,842.60</b>	<b>\$420,000.00</b>	<b>\$3,755,740.50</b>	<b>\$562,262.19</b>	<b>\$0.00</b>	<b>\$4,940,845.29</b>

## Goals

Please identify what goals your community is prepared to set and work toward this year for each area, assuming financial support from the state for implementing some or all the strategies marked above, as well as technical assistance and collaboration.

Quantify your goal to contribute towards this statewide effort and identify the number of households, beds, and/or people you will be able to serve with additional resources.

### **Increase shelter capacity**

Our Local Planning Group will add a minimum of **80** emergency shelter beds by this date: 6/30/2025.

### **Rapidly rehouse**

Our Co Local Planning Group will rapidly rehouse **33** people experiencing unsheltered homelessness by this date: 6/30/2025.

## Milestones

Please provide a timeline of quarterly milestones your local planning group proposes to mark progress, evaluate strategies, and improve operations to achieve the goals identified above, contingent on funding.

Month	Quarterly Progress Milestones	Systems Improvement Actions
Jan. – March 2024	<p>CCA Re-Housing program rehouses approx. 5 individuals</p> <p>FEB shelter sustains operations – providing 22 new shelter beds and associated services to the community</p> <p>Columbia Shelter sustains operations – providing 58 new shelter beds and associated services to the community</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>
April–June 2024	<p>CCA Re-Housing program rehouses approx. 5 individuals</p> <p>FEB shelter sustains operations and associated services to the community with existing 22 shelter beds</p> <p>Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>



<p>July- Sept. 2024</p>	<p>CCA Re-Housing program rehouses approx. 5 individuals</p> <p>FEB shelter sustains operations and associated services to the community with existing 22 shelter beds</p> <p>Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>
<p>Oct. - Dec. 2024</p>	<p>CCA Re-Housing program rehouses approx. 6 individuals</p> <p>FEB shelter sustains operations and associated services to the community with existing 22 shelter beds</p> <p>Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>

Jan. – March 2025	<p>CCA Re-Housing program rehouses approx. 6 individuals</p> <p>FEB shelter sustains operations and associated services to the community with existing 22 shelter beds</p> <p>Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>
April-June 2025	<p>CCA Re-Housing program rehouses approx. 6 individuals</p> <p>FEB shelter sustains operations and associated services to the community with existing 22 shelter beds</p> <p>Columbia Shelter sustains operations and associated services to the community with existing 58 shelter beds</p>	<p>MAC group reviews program performance. Adjust strategies as necessary.</p>

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

October 25, 2023

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**Agenda Title:** Ordinance 23-13: Storage Structures for Emergency Supplies  
**Category:** Public Hearing  
**Presented By:** Gail Henrikson, Community Development Director

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**Issue Before the Commission:** Consider approval of amendments to the *Land and Water Development and Use Code* (LAWDUC), to allow storage structures for emergency supplies in 25 zones.

**Informational Summary:** The Clatsop County Emergency Management Department has recently submitted grant applications to install three emergency supply cache sites in Arch Cape. The proposed cache sites in Arch Cape are zoned Arch Cape Rural Community Residential (AC-RCR). The *Land and Water Development and Use Code* (LAWDUC) specifically calls out “storage structures for emergency supplies” in the Forest-80 (F-80) and Agriculture-Forestry (AF) zones, but does not include this use in any other zoning district. The purpose of this proposed ordinance is to revise LAWDUC to include “storage structures for emergency supplies” in 25 zoning designations in unincorporated Clatsop County.

The Planning Commission conducted a public hearing on this item at its September 12, 2023, regular meeting. The Planning Commission voted 6-0 (Commissioner Jason Kraushaar, excused), to recommend the Board approve the amendments as presented.

Your Board conducted the first public hearing on this item on October 11, 2023. No members of the public spoke for against the revisions.

**Fiscal Impact:** None

**Requested Action:**

Approve Ordinance 23-13 and conduct the second reading by title only.

**Attachment List**

- A. Ordinance 23-13
- B. Planning Commissioner Cover Memo

# EXHIBIT A

*Ordinance 23-13*

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

In the Matter of:

**An Ordinance adopting amendments to the Clatsop County *Land and Water Development and Use Code* (LAWDUC) Article 4 – Zoning Regulations, to address storage structures for emergency supplies.**

**ORDINANCE NO. 23-13**

Doc # \_\_\_\_\_

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

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RECITALS

WHEREAS, the Clatsop County Emergency Management Department has completed grant applications for three emergency supply cache sites in Arch Cape; and

WHEREAS, the Clatsop County *Land and Water Development and Use Code* (LAWDUC) only specifically lists storage structures for emergency supplies as an allowed use in the AF (Agriculture-Forestry) and F-80 (Forest-80) zones; and

WHEREAS, Section 1.1040, LAWDUC, limits development of property to uses explicitly listed in the zoning ordinance; and

WHEREAS, the LAWDUC must be amended to expressly include storage structures for emergency supplies in other zones in order to allow the activity; and

WHEREAS, the Planning Commission conducted a public hearing and provided a recommendation to the Board of Commissioners on September 12, 2023; and

WHEREAS, the Board of Commissioners has received and considered the Planning Commission's recommendations on these proposed amendments

**THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:**

**SECTION 1. ADOPTION**

The Board of County Commissioners hereby adopts amendments to the Clatsop County *Land and Water Development and Use Code* 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 30<sup>th</sup> day following adoption by the Board of Commissioners as provided in Chapter III, Section 8(2) of the Home Rule Chapter for the Government of Clatsop County.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023

THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

By \_\_\_\_\_  
Mark Kujala, Chair

Date \_\_\_\_\_

By \_\_\_\_\_  
Theresa Dursse, Recording Secretary

First Reading: October 11, 2023  
Second Reading: October 25, 2023  
Effective Date: November 24, 2023

## EXHIBIT 1

- A. \*\*\* Indicates that non-revised language was not included. Used for document brevity.
- B. Underlined text indicates new language proposed to be added
- C. ~~Strikethrough~~ text indicates text that is proposed for deletion



# ARTICLE 1. INTRODUCTORY PROVISIONS

## Section 1.0100. Title

This Ordinance shall be known as the Clatsop County *Land and Water Development and Use Code (LAWDUC)*.

\*\*\*

## **SECTION 1.0500. DEFINITIONS**

As used in this Ordinance, the following words and phrases shall have the following meanings:

\*\*\*

**EMERGENCY** -- A human created or natural event or circumstance that causes or threatens widespread loss of life, injury to person or property, human suffering or financial loss, including but not limited to:

- (a) Fire, wildfire, explosion, flood, severe weather, landslides or mud slides, drought, earthquake, volcanic activity, tsunamis or other oceanic phenomena, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, sabotage, acts of terrorism and war; **and**
- (b) A rapid influx of individuals from outside this state, a rapid migration of individuals from one part of this state to another or a rapid displacement of individuals if the influx, migration or displacement results from the type of event or circumstance described in paragraph (a) of this subsection. [ORD. 23-13]

**EMERGENCY CONDITIONS IN ESTUARINE AREAS** -- Emergency conditions are limited to activities such as bankline or streamline alteration, dike repair, fill, and shoreline stabilization undertaken during high water and/or storm conditions. Emergency activities affecting removal of material from estuarine aquatic areas or filling of estuarine aquatic areas are those necessary for preventing irreparable harm, injury or damage to persons or property. The Oregon Division of State Lands requires notification within 24 hours following the start of emergency activities. Measures taken as a result of emergency conditions will be inspected following notification and denied or approved. [ORD. 23-13]

\*\*\*

# ARTICLE 4. ZONE REGULATIONS

## SECTION 4.0100. ESTABLISHMENT OF ZONES

The classification system used in the Clatsop County Comprehensive Plan was established and mapped as a management tool to implement the policies and intent of

the Comprehensive Plan. The classifications are defined in the Land Use Planning Element of the Comprehensive Plan and the Development Patterns section of each of the Community Plans.

With each Plan classification, land use zones are established that are appropriate to carry out the intent and purpose of the Plan classification. The zone and district classification within each of the Comprehensive Plan designations for the County are shown in Table 4.1. The zone boundaries are as shown on the Clatsop County "Comprehensive Plan/Zoning Map" and Columbia River Estuary Resource Maps that in their present form are hereby adopted by reference. Where the abbreviated designation is used in this Ordinance, it has the same meaning as the entire classification title.

\*\*\*

#### **SECTION 4.0600. ARCH CAPE RURAL COMMUNITY RESIDENTIAL ZONE (AC-RCR)**

##### **Section 4.0620. Development and Use Permitted**

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

**17) Storage Structure for Emergency Supplies [ORD. 23-13]**

\*\*\*

#### **SECTION 4.0700. MILES CROSSING, JEFFERS GARDENS AND WESTPORT RURAL COMMUNITY RESIDENTIAL ZONE (RCR)**

##### **Section 4.0720. Development and Use Permitted (RCR)**

The following uses and their accessory uses are permitted under a Type I permit procedure subject to applicable development standards. Combined square footage of commercial uses, including their accessory uses occur in building or buildings that do not exceed the following area standards:

**19) Storage Structure for Emergency Supplies [ORD. 23-13]**

\*\*\*

#### **SECTION 4.1000. KNAPPA AND SVENSEN RURAL COMMUNITY RESIDENTIAL ZONE (KS-RCR).**

##### **Section 4.1020. Development and Use Permitted**

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

**19) Storage Structure for Emergency Supplies [ORD. 23-13]**

\*\*\*

#### **SECTION 4.1100. RURAL SERVICE AREA-SINGLE FAMILY RESIDENTIAL ZONE (RSA-SFR)**

##### **Section 4.1120. Development and Use Permitted (RSA-SFR)**

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

**16) Storage Structure for Emergency Supplies [ORD. 23-13]**

\*\*\*

**SECTION 4.1200 RURAL COMMUNITY MULTI-FAMILY RESIDENTIAL ZONE (RC-MFR)**

**Section 4.1220. Development and Use Permitted (RC-MFR)**

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

**21) Storage Structure for Emergency Supplies [ORD. 23-13]**

\*\*\*

**SECTION 4.1300. RURAL SERVICE AREA - MULTI-FAMILY RESIDENTIAL ZONE (RSA-MFR)**

**Section 4.1320. Development and Use Permitted (RSA-MFR)**

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

**16) Storage Structure for Emergency Supplies [ORD. 23-13]**

\*\*\*

**SECTION 4.1400. RURAL COMMUNITY COMMERCIAL ZONE (RCC)**

**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.

**10) Storage Structure for Emergency Supplies [ORD. 23-13]**

\*\*\*

**SECTION 4.1500. RURAL COMMUNITY LIGHT INDUSTRIAL ZONE (RCI).**

**Section 4.1520. Development and Use Permitted**

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

**6) Storage Structure for Emergency Supplies [ORD. 23-13]**

\*\*\*

**SECTION 4.1600. RURAL COMMUNITY COMMERCIAL AND LIGHT INDUSTRIAL ZONE (RCC-LI)**

**Section 4.1620. Development and Use Permitted**

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

**8) Storage Structure for Emergency Supplies [ORD. 23-13]**

\*\*\*

**SECTION 4.1700. LIGHT INDUSTRIAL ZONE (LI)**

**Section 4.1720. Development and Use Permitted**

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

**6) Storage Structure for Emergency Supplies [ORD. 23-13]**

\*\*\*

**SECTION 4.1800. HEAVY INDUSTRIAL ZONE (HI)**

**Section 4.1820. Development and Use Permitted**

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

**7) Storage Structure for Emergency Supplies [ORD. 23-13]**

\*\*\*

**SECTION 4.2200. COASTAL BEACH RESIDENTIAL ZONE (CBR)**

**Section 4.2220. Development and Use Permitted**

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

**16) Storage Structure for Emergency Supplies [ORD. 23-13]**

\*\*\*

**SECTION 4.2300. COASTAL RESIDENTIAL ZONE (CR)**

**Section 4.2320. Development and Use Permitted (CR)**

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

**17) Storage Structure for Emergency Supplies [ORD. 23-13]**

\*\*\*

**SECTION 4.2400. SINGLE FAMILY RESIDENTIAL-1 ZONE (SFR-1)**

**Section 4.2420. Development and Use Permitted (SFR-1)**

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

**15) Storage Structure for Emergency Supplies [ORD. 23-13]**

\*\*\*

**SECTION 4.2500. RESIDENTIAL-AGRICULTURE-1 ZONE (RA-1)**

**Section 4.2520. Development and Use Permitted (RA-1)**

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

**21) Storage Structure for Emergency Supplies [ORD. 23-13]**

\*\*\*

**SECTION 4.2600. RESIDENTIAL-AGRICULTURE-2 ZONE (RA-2)**

**Section 4.2620. Development and Use Permitted (RA-2)**

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

**22) Storage Structure for Emergency Supplies [ORD. 23-13]**

\*\*\*

**SECTION 4.2700. RESIDENTIAL-AGRICULTURE-5 ZONE (RA-5)**

**Section 4.2720. Development and Use Permitted (RA-5)**

The following developments and their accessory developments are permitted under a

Type I procedure subject to applicable development standards.

**23) Storage Structure for Emergency Supplies [ORD. 23-13]**

\*\*\*

**SECTION 4.2800. RESIDENTIAL-AGRICULTURE-10 ZONE (RA-10)**

**Section 4.2820. Development and Use Permitted**

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

**23) Storage Structure for Emergency Supplies [ORD. 23-13]**

\*\*\*

**SECTION 4.2900. NEIGHBORHOOD COMMERCIAL ZONE (NC)**

**Section 4.2920. Development and Use Permitted**

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

**8) Storage Structure for Emergency Supplies [ORD. 23-13]**

\*\*\*

**SECTION 4.3000. GENERAL COMMERCIAL ZONE (GC)**

**Section 4.3030. Development and Use Permitted**

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

**12) Storage Structure for Emergency Supplies [ORD. 23-13]**

\*\*\*

**SECTION 4.3100. TOURIST COMMERCIAL ZONE (TC)**

**Section 4.3130. Development and Use Permitted**

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

**13) Storage Structure for Emergency Supplies [ORD. 23-13]**

\*\*\*

**SECTION 4.3200. MILITARY RESERVE ZONE (MR)**

**Section 4.3220. Development and Use Permitted**

The following development and their accessory developments are permitted under a Type I procedure subject to applicable development standards:

**9) Storage Structure for Emergency Supplies [ORD. 23-13]**

\*\*\*

**SECTION 4.3400. AGRICULTURE-FORESTRY ZONE (AF)**

**Section 4.3440. Conditional Development and Use**

The following developments and uses and their accessory uses may be permitted under a Type II procedure and Sections 2.4000 to 2.4050, subject to applicable criteria, development standards and site plan review.

**17) Storage structures for emergency supplies to serve communities and households that are located in tsunami inundation zones, subject to the standards in Section**

Ordinance 23-11

1<sup>st</sup> Public Hearing: August 9, 2023

Public Hearing: August 23, 2023

3.9220(1) and 3.9230.if;

- (A) ~~Areas within an urban growth boundary cannot reasonably accommodate the structures;~~
- (B) ~~The structures are located outside tsunami inundation zones and consistent with evacuation maps prepared by DOGAMI or the local jurisdiction;~~
- (C) ~~Sites where the structures could be co-located with an existing use approved under this section are given preference for consideration;~~
- (D) ~~The structures are of a number and size no greater than necessary to accommodate the anticipated emergency needs of the population to be served;~~
- (E) ~~The structures are managed by a city or county government for the single purpose of providing for the temporary emergency support needs of the public; and~~
- (F) ~~Written notification has been provided to the County Office of Emergency Management of the application for the storage structures.~~

\*\*\*

#### **SECTION 4.4300. QUARRY AND MINING ZONE (QM).**

##### **Section 4.4330. Development and Use Permitted**

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

- 10) Storage Structure for Emergency Supplies [ORD. 23-13]

\*\*\*

#### **SECTION 4.4400. RURAL COMMUNITY PARKS ZONE (RCP).**

##### **Section 4.4420. Development and Use Permitted**

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

- 8) Storage Structure for Emergency Supplies [ORD. 23-13]

\*\*\*

#### **SECTION 4.4500. RECREATION MANAGEMENT ZONE (RM).**

\*\*\*

##### **Section 4.4520. Development and Use Permitted**

The following developments are permitted under a Type I procedure subject to the applicable development standards:

- 4) Storage Structure for Emergency Supplies [ORD. 23-13]

\*\*\*

# EXHIBIT B

## *Planning Commission Cover Memo*



# Clatsop County – Land Use Planning

800 Exchange Street, Suite 100  
Astoria, OR 97103  
(503) 325-8611 | (503) 338-3606 (Fax) | comdev@clatsopcounty.gov

---

**TO:** Planning Commission Members

**CC:** Land Use Planning Staff

**FROM:** Gail Henrikson, AICP, CFM – Community Development Director

**DATE:** September 12, 2023

**RE:** **ORDINANCE 23-13: STORAGE STRUCTURES FOR EMERGENCY SUPPLIES**

---

## BACKGROUND

The Clatsop County Emergency Management Department has recently submitted grant applications to install three emergency supply cache sites in Arch Cape. The proposed cache sites in Arch Cape are zoned Arch Cape Rural Community Residential (AC-RCR). The *Land and Water Development and Use Code* (LAWDUC) specifically calls out “storage structures for emergency supplies” in the Forest-80 (F-80) and Agriculture-Forestry (AF) zones, but does not include this use in any other zoning district. The purpose of this proposed ordinance is to revise LAWDUC to include “storage structures for emergency supplies” in 25 zoning designations in unincorporated Clatsop County.

## PROPOSED REVISIONS

### ARTICLE 1. INTRODUCTORY PROVISIONS

Section 1.0500, LAWDUC, contains the following definition:

STORAGE STRUCTURES FOR EMERGENCY SUPPLIES -- Structures to accommodate those goods, materials and equipment required to meet the essential and immediate needs of an affected population in a disaster. Such supplies include food, clothing, temporary shelter materials, durable medical goods and pharmaceuticals, electric generators, water purification gear, communication equipment, tools and other similar emergency supplies.

This definition is taken verbatim from OAR 660-006-00005. No change is proposed to this definition as part of these amendments. Section 1.0500, however, only contains a definition of “emergency” that identifies situations when emergency work is permitted in estuarine areas. Staff is therefore proposing to modify the existing definition of “emergency” and add a new definition of “emergency” that address human-created or natural events. The proposed definition is copied directly from Oregon Revised Statutes (ORS) 401.025.



### **ARTICLE 3. STRUCTURE SITING AND DEVELOPMENT STANDARDS**

LAWDUC Article 3 contains standards that are required of certain types of development. Section 3.9220 specifically addresses standards required for Public and Quasi-Public Uses, including storage structures for emergency supplies. OAR 660-006-0025(4)(z) includes standards for emergency storage facilities that must be applied to structures placed on lands zoned for forest or agriculture/forest uses. The existing mandatory standards are shown below.

#### **Section 3.9220. Public and Quasi-public Uses**

- 1) Storage structures for emergency supplies are subject to the following requirements:
  - (A) Areas within an urban growth boundary cannot reasonably accommodate the structures;
  - (B) The structures are located outside tsunami inundation zones and consistent with evacuation maps prepared by Department of Geology and Mineral Industries (DOGAMI) or the local jurisdiction;
  - (C) Sites where the structures could be co-located with an existing use approved under this subsection are given preference for consideration;
  - (D) The structures are of a number and size no greater than necessary to accommodate the anticipated emergency needs of the population to be served;
  - (E) The structures are managed by a local government entity for the single purpose of providing for the temporary emergency support needs of the public; and
  - (F) Written notification has been provided to the County Office of Emergency Management of the application for the storage structures.

While Oregon Administrative Rules (OAR) require the County to apply these standards to structures on forest lands, there is no such requirement that the same standards apply to emergency supply storage structures on non-forest lands. For that reason, staff is not proposing to apply these standards, which would allow structures managed by local community organizations, houses of worship, or other non-governmental entities, to install and maintain facilities on non-forest lands throughout unincorporated Clatsop County.

### **ARTICLE 4. ZONE REGULATIONS**

OAR 660-006-0025(4)(z) requires the County to approve storage structures for emergency supplies on forest lands using a conditional use review process that requires public notice and the opportunity for a public hearing. As discussed above, specific standards must also be met. OAR 660-033-0120 does not permit storage structures for emergency supplies on lands zoned Exclusive Farm Use.

For emergency supply storage structures on non-forest lands, there is no requirement that a conditional use process be used. Staff is proposing to add “storage structures for emergency supplies” as a Type I use to the following zone designations:

- Arch Cape Rural Community Residential (AC-RCR)
- Miles Crossing, Jeffers Gardens and Westport Rural Community Residential (RCR)

For project information and updates, visit us on the web!

[www.clatsopcounty.gov/landuse](http://www.clatsopcounty.gov/landuse)

- Knappa and Svensen Rural Community Residential (KS-RCR)
- Rural Service Area-Single Family Residential (RSA-SFR)
- Rural Community Multi-Family Residential (RC-MFR)
- Rural Service Area – Multi Family Residential (RSA-MFR)
- Rural Community Commercial (RCC)
- Rural Community Light Industrial (RCI)
- Rural Community Commercial and Light Industrial (RCC-LI)
- Light Industrial (LI)
- Heavy Industrial (HI)
- Coastal Beach Residential (CBR)
- Coastal Residential (CR)
- Single-Family Residential (SFR-1)
- Residential-Agriculture-1 (RA-1)
- Residential-Agriculture-2 (RA-2)
- Residential-Agriculture-5 (RA-5)
- Residential-Agriculture-10 (RA-10)
- Neighborhood Commercial (NC)
- General Commercial (GC)
- Tourist Commercial (TC)
- Military Reserve (MR)
- Quarry and Mining (QM)
- Rural Community Parks (RCP)
- Recreation Management (RM)

A Type I review process requires a development permit and can typically be issued at the counter.

In addition to the above proposed amendments, staff is also proposing to remove the list of standards for storage structures for emergency supplies that are included in the Agriculture-Forestry (AF) zone and instead list the code citation where the standards are already located in Article 3. Including the standards in the AF is redundant. No changes are proposed to the Forestry-80 (F-80) zone, as only the applicable code citation and not the actual standards are listed.

Zones such as the Lake and Wetlands (LW), Aquatic Conservaton One (AC-1) and Conservation Shorelands (NS), whose primary purpose is to conserve and protect environmentally-sensitve lands were not included in the proposed amendments. Many of these areas are water or wetland-based and may either be directly impacted by disasters or would not be appropriate locations to store supplies or house displaced persons during an emergency. Likewise, zones that are primarily intended for water-dependent uses such as the Marine Industrial designation, were also excluded from these amendments.

For project information and updates, visit us on the web!

[www.clatsopcounty.gov/landuse](http://www.clatsopcounty.gov/landuse)

**RECOMMENDED ACTION:**

The Planning Commission has several possible actions that it could take on this proposed ordinance:

- Recommend the Board approve the amendments as submitted
- Recommend the Board approve the amendments with further revisions
- Recommend the Board deny the amendments
- Continue the item to a date certain for further discussion and review
- Table the item indefinitely

***Suggested Motion:***

*"I recommend the Board of Commissioners approve Ordinance 23-13 as presented."*