



CLATSOP COUNTY

BOARD OF COMMISSIONERS AGENDA WORK SESSION & REGULAR MEETING VIRTUAL MEETING

Wednesday, April 13, 2022

BOARD OF COMMISSIONERS:

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

commissioners@co.clatsop.or.us

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www.co.clatsop.or.us

Clatsop County Board of Commissioners host virtual meetings on Zoom

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

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

<https://co-clatsop-or-us.zoom.us/j/94377439315?pwd=NEtFNU81ZU1GMzdTSHJVS3NPZINqQT09>

You can also dial in using your phone.

1-253-215-8782

Meeting ID: 943 7743 9315

Passcode: 252931

Public Testimony

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

WORK SESSION: 5:00 PM

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

Discuss Formal Agenda {5 min}

TOPICS:

1. Solid Waste Abatement Program (SWAP) {Page 3}
 2. Solid Waste Collection Franchise Rules {15 min} {Page 10}
-

REGULAR MEETING: 6:00 PM

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

ROLL CALL

AGENDA APPROVAL

PROCLAMATION

- [3.](#) Sexual Assault Awareness/Action Month Proclamation {Page 12}

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

- [4.](#) Board of Commissioners Meeting Minutes 2-23-22 {Page 15}
- [5.](#) Warrenton Fiber Company Materials Contract Amendment #C7574 {Page 25}
- [6.](#) Approve the 2021-22 Budget and Appropriation Adjustments {Page 39}
- [7.](#) Big River Construction Inc. Materials Contract Amendment #C7572 {Page 43}
- [8.](#) Fee Waiver Request – Velazquez CUP Appeal Application {Page 57}
- [9.](#) Homeland Security Agreement Amendment – City Emergency Operations Plans {Page 63}
- [10.](#) Homeland Security Agreement Amendment - Warning Sirens {Page 89}

COMMISSIONER'S LIAISON REPORTS

COUNTY MANAGER'S REPORT

PUBLIC HEARINGS

- [11.](#) Ordinance 22-03: Short-Term Rental Revisions – Clatsop County Code {Page 115}
- [12.](#) Ordinance 22-01: Short-Term Rental Revisions - LAWDUC {Page 134}

BUSINESS AGENDA

- [13.](#) Appoint Applicants to the 4-H & Extension Advisory Council {Page 172}
- [14.](#) Human Services Advisory Council 2021-22 Grant Recommendations {Page 187}

GOOD OF THE ORDER

ADJOURNMENT

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

Agenda packets also available online at www.co.clatsop.or.us

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

Board of Commissioners Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

April 6, 2022

Topic: Solid Waste Abatement Program (SWAP)
Presented By: Nancy Mendoza, Code Compliance Specialist

Informational Summary:

OVERVIEW

Solid waste is comprised of household waste, inoperable vehicles, construction debris, and appliances and everyday items that are discarded by the public. Illegal dumping of solid waste in Clatsop County, on both public and private lands, has become a significant problem. In 2021 the Sheriff's Office received over 150 complaints concerning solid waste accumulation and dumping. While dumping of solid waste on public land is occurring nearly three times more often on public property, it is still occurring on private property. Illegal dumping in both private and public properties adversely affects property owners and may be an underreported problem.

To address this issue, code compliance staff have developed a pilot program to assist private property owners who are victims of illegal dumping activity. The proposed program would provide one-time grant assistance to reduce or eliminate the costs to remove illegally-dumped solid waste. Details of the proposed pilot program are outlined in greater detail in the program summary attached as **Exhibit A**.

NEXT STEPS

Staff requests that the County Board of Commissioners consider the proposed program and provide direction to staff regarding any revisions or other considerations for the program. Total funding available for this pilot program in FY 21-22 is \$8,500. The funding source is the code compliance abatement fund, which consists of fines collected from code violation cases that have been resolved.

Attachment List

- A. Solid Waste Abatement Program (SWAP) Summary

EXHIBIT A

Solid Waste Abatement Program (SWAP) Summary



SOLID WASTE ABATEMENT PROGRAM (SWAP)

OVERVIEW

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To address this issue, code compliance staff have developed a pilot program to assist private property owners who are victims of illegal dumping activity. The proposed program would provide one-time grant assistance to reduce or eliminate the costs to remove illegally-dumped solid waste. Details of the proposed pilot program are outlined in greater detail below.

Staff requests that the County Board of Commissioners consider the proposed program and provide direction to staff regarding any revisions or other considerations for the program. Total funding available for this pilot program in FY 21-22 is \$8,500. The funding source is the code compliance abatement fund, which consists of fines collected from code violation cases that have been resolved.

JUSTIFICATION FOR SOLID WASTE ABATEMENT PROGRAM (SWAP)

The following proposal is based on data collected from Astoria 911 dispatch logs from January 1, 2021 to December 31, 2021. One hundred fifty-nine complaints were identified based on the search words "junk", "garbage" and "dumping". Staff further separated public land from private land using web maps to identify ownership. Public land owners filed 112 illegal dumping complaints and private property owners filed 44 complaints. Public land-owners were not included in this program due to the extent of illegal dumping on public land compared to available funding for the program.

Of the 44-private landowner complaints, 32 were abandoned vehicles and twelve were other types of solid waste. The scope of SWAP does not include abatement of abandoned vehicles at this time due to legal and land use limitations associated with impoundment of abandoned vehicles. However, staff feels confident that the program could include abandoned vehicle abatement in the future.

Staff was conservative when identifying private properties. For example, if a report only listed Highway 103 as the address it was treated as public property. Site visits were made to the twelve properties to verify the complaints. All property owners were asked the same questions. Of the 12 property owners contacted, 10 responded. One respondent was able to provide a transfer station cost of \$100.00 for disposal but that did not include gas or clean up time and another respondent was waiting for nicer weather to clean up the solid waste. The other respondents either received help disposing of the waste or were not able to quantify the cost. All respondents agreed it would be a beneficial program and would have participated in it had it been available.

ADMINISTRATION

Components of SWAP include administration, the application process and review of the program to measure its effectiveness.

Clatsop County would enter into a contract with Western Oregon Waste (WOW) where a voucher issued to a property owner by Clatsop County would be accepted at the transfer station. The maximum value of the voucher would be less than or equal to one ton of solid waste. The current price to dump one ton of solid waste is \$107.25. Using the measurement of weight for the voucher ensures the validity of the voucher if dumping fees change. If the total weight is less than the voucher value the attendant would record the weight and the County would be billed accordingly. There is the possibility of allowing multiple trips to the transfer station but that would require additional conditions to be included in the contract with WOW. For that reason, staff is proposing the one ton limit for the pilot program. WOW would bill the County monthly or quarterly based on their billing policy. The contract between the County and WOW would be reviewed and renewed, if appropriate, at the end of each contract period. The contract would be renewed on a yearly basis.

APPLICATION PROCESS

Eligibility

To be eligible for the program the applicant must:

- be a victim of illegal dumping;
- file a police report with the Sherriff's Office; and
- submit the report along with the application to the Community Development Department.

The dumping must be located on the applicant's property and the application is limited to a one-time only grant per property. Tenants of a rental property may apply but all property owner information must be provided.

Eligibility will be determined based on available funding and would be dispersed on a first-come first-served basis. Eligible applicants would not be reimbursed for dump fees if solid waste was removed when there was no funding available. When applicants, who would otherwise be eligible for funding, were denied because of a lack of funding, code enforcement would not proceed unless a complaint was made. A waiting list for applicants, who were denied due to a lack of funding, would be maintained and owners would be notified when funding is available. Applications would be kept on file until the following fiscal year. If funding is not available, it is still the property owner's responsibility to abate the nuisance.

Application intake

All applications would need to be complete before a voucher could be issued. Incomplete applications would be returned to the applicant who would be allowed to provide missing information within 30 days of the date of return. After 30 days, if no additional information is submitted, a denial letter would be mailed to the property owner detailing the status of the application.

Application review

Once assigned, a code compliance specialist would complete the review. The completeness check would include verifying the property address and the case number address were the same, as well as verifying the types of waste being disposed of. This part of the application would eliminate the need for most site visits since the application clearly outlines the types of waste that are and are not accepted at the transfer station. If necessary staff could make a site visit or request public information from the Sheriff's Office to verify the type of solid waste and where it is located.

Once an application has been deemed complete, the application would be emailed to other departments for review and comment. The review email would be sent to each department's Point of Contact (POC) to verify whether there were outstanding fees, fines or any litigation with the county.

POC List

- Assessment and Taxation:
- Building Department: Laura Byrne
- Clerk and Elections: Julia Meyers

- District Attorney's Office:
- Environmental Health: Annette Brodigan
- Land Use Planning: Clancie Adams
- Parks Department:
- Public Works:
- Sheriff's Office: Lisa Miner

Denial of an application

If an application is denied for any reason a denial letter would be sent to the property owner explaining the reason for the denial.

Issuing a Voucher

Staff would issue a voucher after the application is approved. Each voucher would have a value of one ton of solid waste at the local transfer station. Any costs over the amount issued would be the responsibility of the owner/transporter.

PERFORMANCE MEASURES / PROGRAM MONITORING

Once funds have been depleted or at the end of the fiscal year, staff would review the effectiveness of the program in the following ways:

- Total number of applicants
- Total number of approved applicants vs. denied applicants
- Amount of funding provided
- Total number of unfunded applicants
- Amount of solid waste removed from private property

Utilizing these basic benchmarks will assist staff in determining whether there is a sustained need for this program, what the appropriate funding level is, and whether revisions should be made to match community need with the program parameters.

OUTREACH

Staff would work with the Public Affairs Officer to promote the pilot program using the following media:

- Twitter
- Facebook
- County webpage
- Code Compliance webpage
- Sheriff's Office (in-person during reporting, social media and webpage)

CONCLUSION

The SWAP Program will not resolve every nuisance in the County but will provide a tool for staff to assist those properties that are the victims of illegal dumping with some method of abatement.

Below is a table of staff time that is anticipated to be spent for the SWAP program compared to the current code compliance procedure. The population staff is proposing to assist are victims of illegal dumping and are not those who have willingly allowed solid waste to accumulate on their property. It is anticipated that the time to complete the process of clearing properties solid waste from illegal dumping through the use of this pilot program will be significantly less than processing the clean-up through the standard violation procedure. The table below demonstrates that the number of staff hours required to close a case is anticipated to decrease when a different approach is taken to the same problem.

ACTIVITY	STAFF TIME	
	SWAP	STANDARD CODE COMPLIANCE PROCESS
Site visit	1 Hour May not be necessary	1 Hour Multiple visits
Administrative	30 minutes	60 minutes
Close out time	3 months	Greater than 3 months
Site visit to verify removal of waste	1 hour	1 hour

Board of Commissioners Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

April 13, 2022

Topic: Solid Waste Collection Franchise Rules
Presented By: Joanna Lyons-Antley, County Counsel

**Informational
Summary:**

On February 23, 2022, your Board adopted Ordinance number 2021-03, adopting Clatsop County Code Section 7.04 to require solid waste collectors to obtain a franchise.

Section 7.04.050 states that the “Board shall promulgate reasonable rules and regulations pertaining to the administration of this chapter and for the collection, storage, transportation and disposal of waste and solid waste...”

The County’s two solid waste collection providers, Recology and Waste Management, are working with staff to draft the rules. Staff will be presenting the latest draft of the County's Solid Waste and Recycling Program Administrative Rules.

The Rules will contain details about the following:

- Requiring minimum levels of insurance from hauler and subcontractors. Require indemnification against third party claims for hauler’s own negligence.
- Reporting requirements, including amount of recycling and solid waste disposal and the annual financial reports to be submitted to the County.
- Education about recycling.
- General service requirements, including charging rates established by your Board. Rules about missed collection days, establishing and termination of accounts, customer service responsiveness, billing, refunds and credits, and receptacles.
- Residential service requirements, depending on location of service and type of residence. Rules about curbside pickup, mixed recycling, overweight and overloaded containers.
- Business service requirements, including overweight and overloaded containers.
- Drop box requirements.
- Rate adjustments by the Board of Commissioners, including the allowable profit by the hauler. Rules will state what is allowed and nonallowable expenses and the methodology for adjusting the rate.

Attachment List

A. Solid Waste Collection Franchise Rules – separate materials

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 13, 2022

Agenda Title: Sexual Assault Awareness/Action Month Proclamation
Category: Proclamation
Presented By: Julia Aikman, Prevention Program Coordinator/Lead Sexual Assault Advocate for The Harbor and Mia Mattias, Youth Advocate for The Harbor

Issue Before the Commission: Proclaiming April 1, 2022 through April 30, 2022 as Sexual Assault Awareness/Action Month

Informational Summary: [Sexual Assault Awareness/Action Month \(SAAM\)](#) is an annual campaign to raise public awareness about sexual assault and educate communities and individuals on how to prevent sexual violence. Each year during the month of April, [The Harbor](#) staff, together with other partner agencies and individuals plan events and activities to highlight sexual violence as a public health, human rights and social justice issue and reinforce the need for prevention efforts. This year, the national SAAM theme is: [Building Safe Online Spaces Together](#). For too long harassment, cyberbullying, and sexual abuse and exploitation have come to be expected as typical and unavoidable behaviors online. **Building Safe Online Spaces Together** is possible when we practice digital consent, intervene when we see harmful content and behaviors, and promote online communities that value respect, inclusion, and safety. Clatsop County School guidance counselors, teachers, resource officers, parents and students are disclosing rising numbers of sexual assault/harassment within the schools and especially online via social media. Sexual Assault is a public health issue and together we can lessen the numbers.

Fiscal Impact: None.

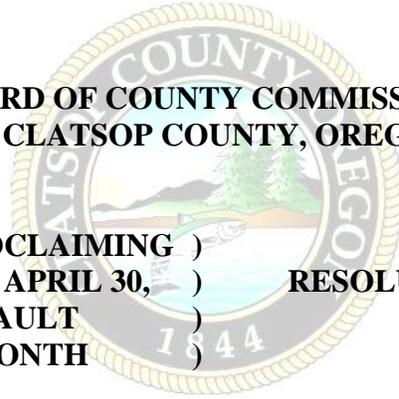
Requested Action:

Approve Resolution and Order proclaiming April 2022 Sexual Assault Awareness/Action Month and authorize the Chair to read, then sign the proclamation.

Attachment List

- A. Resolution and Order
- B. The Harbor – Event Flyer (April, 20, 2022)

THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON



IN THE MATTER OF PROCLAIMING)
APRIL 1, 2022 THROUGH APRIL 30,) RESOLUTION AND ORDER
2022 TO BE SEXUAL ASSAULT)
AWARENESS/ACTION MONTH)

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

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED that Clatsop County Board of Commissioners does hereby proclaim April 2022 as

“Sexual Assault Awareness/Action Month”

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

DATED this 13th day of April, 2022.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Board Chair



SEXUAL ASSAULT ACTION MONTH

YOU ARE INVITED TO HELP THE
HARBOR MAKE CLATSOP COUNTY'S

FIRST TEAL HUMAN RIBBON

TO HONOR SURVIVORS OF SEXUAL
VIOLENCE.



When: **Wednesday April 20 at 12:30PM**

Who: All are invited

Where: Parking Lot behind The Harbor-

801 Commercial Street, Astoria

Please RSVP to: Julia@harbornw.org

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**Clatsop County
Board of Commissioners
Minutes
Wednesday, February 23, 2022**

REGULAR MEETING: 6:00 PM

ROLL CALL

PRESENT

Commissioner Courtney Bangs
Commissioner John Toyooka
Commissioner Pam Wev
Vice Chair Lianne Thompson
Chair Mark Kujala

AGENDA APPROVAL

Motion made by Vice Chair Thompson, Seconded by Commissioner Toyooka to approve the agenda as presented.

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

PROCLAMATION

1. National FFA Week Proclamation {Page 20}

Olivia Rickenbach, Astoria FFA Chapter Secretary, said that since the beginning of the COVID-19 pandemic, the Astoria FFA had earned fourth place or higher in several categories at the district and state level. The chapter earned its first State Degree since 2010, the highest degree possible. Participation had dwindled to almost nothing, but is now back to pre-pandemic numbers of 150 members. Over \$50,000 in donations have been made by the Astoria High School, Ballot Measure 98, FFA alumni, and local business supporters to fund a greenhouse used for hands-on Career Development Education (CDE) and FFA's annual plant sale. Over \$5,000 from the school bond has been used to remodel the CDE facilities. New classes in construction, forestry, food science and technology have been added to the curriculum. Perkins Secondary Career Pathway funds, Wilco and Tractor Supply grants, and Measure 98 funds have been used to purchase new equipment for the FFA and CDE areas, hydroponics, artificial insemination stimulation kit, aquaponics, and greenhouse watering systems.

Motion made by Commissioner Bangs, Seconded by Vice Chair Thompson to approve the Resolution and Order proclaiming February 19 through 26, 2022 to be National FFA Week, and authorize Commissioner Bangs to read and the Chair to sign the proclamation.

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

1 Commissioner Bangs recognized the Astoria FFA and their advisor Ms. Hamby for
2 surviving the pandemic. The instructor and students have put in a lot of work to sustain
3 and grow. She read the Proclamation.
4

5 **BUSINESS FROM THE PUBLIC**

6 Nancy Chase, 3026 NE 22nd, Portland, said she had a short term rental in Cove Beach.
7 On April 13th, the Commission would be reviewing the new revised proposed ordinance
8 for short term rentals. She requested the Commission consider the penalty section of
9 the proposed ordinance because it was confusing. Staff was moving in the right
10 direction by proposing tiers of offenses. However, the punishments outweigh the crimes.
11 Offenses could be the result of her garbage being spilled over by high winds or racoons,
12 a lighting issues, or noise issues. Under the proposed ordinance, if she receives three
13 warning notices in one year about such issues, her business license would be
14 suspended for 180 days. If she is suspended over the summer, she would lose about
15 \$20,000, which pays her mortgage, taxes, utilities and other expenses. She would also
16 have to call everyone who had booked a vacation to tell them they cannot rent from her.
17 In the summer, those guests would not be able to find another accommodation. People
18 often fly in to visit the coast, so the proposed penalties would not be good for tourism in
19 the county. If there is a guest in her rental when she receives a notice suspending her
20 license, she was not sure if it would be legal to tell the guest to leave. The proposed
21 penalties have financial impacts on her and on those whose vacations would be ruined,
22 as well as her housekeepers, grocery stores, restaurants, and the transient lodging tax.
23 There should be another way of getting people to take the ordinance seriously and to be
24 good property managers. The proposed ordinance would also require her to cover Staff
25 costs if there is a violation and that would be punishment enough. There was one
26 hotline call about her rental, which ended up unmerited after three visits from the code
27 enforcement officer and a 30-page report.

28 **CONSENT CALENDAR**

29 *Motion made by Vice Chair Thompson, Seconded by Commissioner Bangs to approve*
30 *the Consent Calendar as presented.*

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

- 33 2. Board of Commissioner Meeting Minutes 1-12-22 {Page 24}
34 3. Workers' Compensation for Certain County Volunteers and Inmates {Page 35}

35

36 **COMMISSIONER'S LIAISON REPORTS**

37 Vice Chair Thompson reported on the legislative session. The County is blessed to
38 have Senator Armitage and Representative Weber as legislative representatives. She
39 has been working with Harmony Burrigton on the Community Water Knowledge
40 Exchange. The exchange is trying to develop a model for community building, which
41 coincides with the County Manager's efforts to hire a public affairs professional and
42 have robust emergency management services. She also reported that she would be
43 meeting with Margaret VanVleet to discuss mass timber technology.

1 Commissioner Toyooka reported that the Planning Commission would be working on
2 the Comprehensive Plan and he was excited to have new members appointed to assist
3 with that work. He also reported that there had been a lot of correspondence saying that
4 the concept plan for Heritage Square was wonderful, but the location was problematic.
5 He, County Manager Bohn, Mayor of Seaside and County Manager of Seaside met to
6 discuss opportunities for micro-housing. The housing solution needs to be regional, so
7 Heritage Square and micro-housing in Seaside could join to become a regional solution.

8 Commissioner Wev had no reports.

9 Commissioner Bangs reported that she attended the Westport Town Hall and was
10 impressed with how well Staff handled the informational. The event had the potential of
11 becoming contentious, but it was very informative and the presentation was very clear.
12 She also attended the Council of Forest Trust Lands meeting, where she reiterated her
13 concern about the future of the County's economy and lack of communication between
14 the County and the Department of Forestry. She reported that the Habitat Conservation
15 Plan is still in the NEPA process and still do not have an updated economic model.

16 Chair Kujala reported that he and Commissioner Bangs would be part of the Childcare
17 Taskforce, which would meet next week. They had been reading about Lil' Sprouts and
18 other child care programs that were struggling or closing. The County has dedicated
19 funds to support capacity building in child care and hoped to find partners to make that
20 happen. County Counsel Lyons-Antley was also on the taskforce. The school district
21 and local businesses have expressed interest in getting involved.

22

23 COUNTY MANAGER'S REPORT

24 County Manager Bohn reported that Staff would start using Zoom for meetings,
25 beginning next week with the work session.

26 PUBLIC HEARINGS

27 4. Amend Section 1.1 of Administrative Code, Ordinance 22-02 {Page 39}

28 County Manager Bohn presented the Staff report on the proposed ordinance
29 amending the Administrative Code to allow for an Emergency Management
30 Department Director. He confirmed for Vice Chair Thompson Staff was ready to
31 start recruiting once the ordinance is adopted. He hoped to have a director hired
32 in the next three to four months.

33 Chair Kujala opened the public hearing and called for public comments. Seeing
34 none, he closed the public hearing.

35 *Motion made by Vice Chair Thompson, Seconded by Commissioner Toyooka*
36 *conduct the first reading of Ordinance 22-02 by title only.*

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

39 County Counsel Lyons-Antley conducted the first reading of the ordinance.

40 5. Solid Waste Franchise Ordinance 21-06 {43}

1 County Counsel Lyons-Antley presented the Staff report on the proposed solid
2 waste franchise ordinance. If adopted, the ordinance would go into effect 30 days
3 after adoption. However, the rules would not be enforced until they are adopted
4 separately, about a month or two later.

5 Chair Kujala opened the public hearing and called for public testimony. Seeing
6 none, he closed the public hearing.

7 *Motion made by Commissioner Bangs, Seconded by Vice Chair Thompson to*
8 *conduct the second reading and adopt Ordinance 21-06.*

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

11 County Counsel Lyons-Antley conducted the second reading of the ordinance.

12 **BUSINESS AGENDA**

13 6. Fee Waiver Request – Brotherton/McConahay CUP Appeal Application {Page 14 66}

15 Community Development Director Henrikson presented the Staff report on a
16 request to waive fees for the Brotherton/McConahay CUP Appeal Application.

17 Vice Chair Thompson said the appeal included a letter from the property owner's
18 attorney. The actual cost to the County was almost \$4,000 but the fee that the
19 County says represents the average cost of an appeal is \$3,170.

20 Director Henrikson explained that the attorney's letter included a breakdown of
21 the fees the property owners have paid to try to establish the right to build a
22 home on their property. The fee of \$250 to request and obtain a lot of record
23 determination from Community Development is a separate application that
24 anyone can apply for at any time. Staff traces back the ownership of the property
25 and the configuration of the property. A property that is substandard in size might
26 be able to be developed if it was created legally. The fee for that work was not a
27 prerequisite to filing an appeal. The fee of \$1,200 conditional use permit
28 application fee was required because the property is zoned for farm use. Three
29 to six months prior to submitting the conditional use permit application, an
30 optional pre-application conference was held with Staff, the property owners, an
31 attorney, and a prospective buyer. A \$250 fee was charged for the meeting but
32 she did not know who paid the fee. The fee to appeal Staff's decision to the
33 hearings officer was \$250, which is the maximum allowed by State statute. The
34 fee of \$3,170 to appeal the hearings officer's decision to the Commission was set
35 to try to recoup some of the County's costs that could not be captured at the
36 initial hearing. All of the fees total \$5,120 but the initial \$250 was for a separate
37 request that was not part of the conditional use permitting and appeals
38 processes.

39 Commissioner Bangs stated the Applicants paid \$250 for an appeal and then
40 paid \$3,170 for the decision to be reviewed by the Commission. The State sets
41 the maximum fee for appeals at \$250 and any costs above that are covered by
42 the County regardless of any decisions or appeals. The \$3,170 fee is the
43 County's attempt to recoup expenses from the original appeal process, but the

1 Applicants had already paid for their appeal. The Applicants believed they were
2 paying \$3,170 for the Commission to hear their case, but the Commission chose
3 not to hear their case. Returning \$3,170 to the Applicants would be a good
4 decision.

5 Commissioner Wev said the County's policy was to try to cover the costs of
6 delivering services that require extra Staff time. The Commission could have
7 made several decisions in the appeal process, including holding a de novo
8 hearing. She understood that the money paid by the Applicants was for the Staff
9 to request a hearing before the Commission.

10 Director Henrikson clarified that the money was paid for the Commission to
11 decide how they wanted to hear the case. There is no staggered fee schedule for
12 upholding a decision versus a de novo hearing.

13 Commissioner Wev stated the Applicants did not hire an attorney or a land use
14 planner. Instead, they were represented by a realtor, which is highly unusual.
15 Realtors have an ethical responsibility to act only as far as their expertise allows
16 and the rules that licensed realtors are subject to preclude them from
17 representing themselves as being an expert that they are not. Additionally,
18 realtors have a personal financial interest in the land use process. She believed
19 the representation by the realtor caused Staff a lot of extra time. It would be a
20 bad precedent for the County to return fees to an applicant that were legally and
21 appropriately charged.

22 Commissioner Bangs said the realtor's involvement had no bearing on the
23 conversation about the request for the Commission hear the appeal. The
24 Applicants already paid \$250 for an appeal. Even though the appeal cost the
25 County more, the Applicants had already paid for it. The \$3,170 was an amount
26 set by the County to recoup fees for the Commission to hear the appeal. The
27 Commission chose not to hear the appeal. Therefore, the Applicants did not
28 receive what they expected for \$3,170. Perhaps there was a breakdown in
29 communication between Staff and the Applicants and clearer guidelines are
30 needed in the future to clarify expectations. During phone calls between her and
31 the Applicants, a lawyer was involved. Because the Commission chose not to
32 hear the appeal, a refund was logical.

33 Vice Chair Thompson believed that Commissioner Bangs should have disclosed
34 that she had conversations with the Applicants because this was a legal matter.

35 County Counsel Lyons-Antley responded that she was not concerned about
36 Commissioner Bangs speaking to the Applicants because the decision was a
37 legislative issue, not a quasi-judicial issue. If this matter came back to the
38 Commission as a quasi-judicial issue, Staff would ask the Commissioners to
39 disclose ex parte contacts.

40 Vice Chair Thompson said the Commission would be setting a terrible precedent
41 if the fees are waived. The County's policy is that Staff recoup the costs of
42 providing services. Anyone who does not like what Staff does would be able to
43 take up more Staff time, Commissioner time, and request a refund.

1 Commissioner Bangs stated she had already shared on the record at the last
2 meeting about her conversations with the Applicants. When listening to how this
3 matter was presented to the Applicants, she was under the impression that the
4 Commission would hear the appeal, but the Commission chose not to. The
5 \$3,170 paid for the Commission to hear the appeal and allow the Applicants to
6 state their case. The Applicants did not get what they paid for. The County
7 needed to do a better job in the future of sharing expectations before payments
8 are made, or the Commission hears appeals.

9 Vice Chair Thompson said if this were a quasi-judicial matter, it would not be
10 enough for a Commissioner to say they had a conversation. The Commissioner
11 would have to state the content of the conversation. She believed that because
12 the Commission read the materials and debated, the Commission heard the
13 appeal. Therefore, the Applicants received their money's worth.

14 Commissioner Wev believed that the Applicants understood the Commission's
15 options when they wrote the check. The Commission was given an extensive
16 Staff report that detailed their attempts to communicate with the petitioners what
17 the weaknesses were in the application. However, the Applicants failed to
18 respond or to prove that the State mandated agricultural activities could not be
19 done on the property. When that appeal came before the Commission, the
20 Applicants did not have anything additional to add. The Applicants put Staff
21 through a lot and did not respond to Staff's requests. The issue was whether or
22 not the Applicants were performing agricultural activities and whether it was
23 possible for them to perform agricultural activities on this property. There was
24 nothing in any of the background information or in the realtor's comments. The
25 Commission was within its rights. She feared that people who file appeals and
26 have to pay for the Staff time involved would cite this fee waiver request as a
27 precedent and request a refund.

28 Commissioner Toyooka said the Applicants paid a fee to appeal the hearing
29 officer's decision to the Commission, but the Commission decided not to hear the
30 appeal. The Applicants did not get what they paid for. The fee was not for a
31 potential appeal, it was fee for an appeal.

32 Chair Kujala stated a lot of Staff time had put into this. He agreed with
33 Commissioners Bangs and Toyooka. The \$3,170 was for a de novo appeal,
34 which the Commission did not grant because State law prohibited the
35 Commission from doing so. He believed the full fee should be refunded back to
36 the Applicants.

37 Vice Chair Thompson believed that granting a refund indicates that Staff needs
38 to redefine what they say about the fees because what they are saying is not
39 clear. She asked if anyone who had previously paid that fee could request a
40 refund if this request is granted.

41 Chair Kujala responded that this was a unique case with a lot of complicated
42 circumstances. He was confused when the Commission first considered it and he
43 ultimately decided that the Commission could not review the case because the
44 matter is beyond the Commission's jurisdiction. State law regulates agricultural

1 land, but he also felt like the Applicants did not get their day in court. He asked if
2 Staff recommended reviewing the fee schedule. He also wanted to know if a
3 decision on this request would open the opportunity for other reimbursement
4 requests.

5 County Manager Bohn explained that the County reviews the fees every year.
6 However, Staff would look at this particular fee and discuss whether or not the
7 disclosures were clear about what the fee was for and what the Board's options
8 were. He believed the issue came down to buyer beware, but he would make
9 sure the disclosures were as clear as possible. Staff aims for transparency and
10 fairness at all times.

11 Director Henrikson added that the appeal application explains the appeal process
12 and states that, "the Board of Commissioners shall issue an order stating the
13 scope of review to be one of the following..." The four options are listed from
14 denial to a de novo hearing. Staff would follow up on the fee structure. The last
15 review was done in 2020 and it would be reviewed again during the upcoming
16 budget cycle.

17 Vice Chair Thompson said she wanted to be fair with everyone who interacted
18 with the Planning Department, as well as every taxpayer in the county. The
19 Commission needed to keep faith with the taxpayers and people who purchase
20 the County's services.

21 Chair Kujala stated an email had stated the Applicants would go forward with a
22 zone change.

23 *Motion made by Commissioner Bangs, Seconded by Commissioner Toyooka to*
24 *refund \$3,170 to Brotherton/McConahay.*

25 *Voting Yea: Commissioner Bangs, Commissioner Toyooka, Chair Kujala*

26 *Voting Nay: Commissioner Wev, Vice Chair Thompson*
27

28 7. Planning Commission Appointments {Page 72}

29 Director Henrikson presented the Staff report on Planning Commission
30 vacancies, applicable State laws, Planning Commission by-laws and those who
31 applied to fill the positions.

32 Vice Chair Thompson stated that legal issues should be run through County
33 Counsel prior to being presented to the Commission.

34 Commissioner Bangs said she enjoyed the interview process with the applicants.
35 She recommended Mr. Powers and Mr. Kraushaar.

36 Commissioner Toyooka confirmed that the Commission had no intention of
37 replacing the Commissioners who lived in Astoria. However, he encouraged the
38 two applicants who also lived in Astoria to maintain their interest in the Planning
39 Commission.

40 Vice Chair Thompson believed the interview process was a good model. She
41 liked Mr. Kraushaar's energy and track record in the community. She also liked
42 Mr. Magyar. A surveyor provides data on an hourly basis. A developer has

1 greater risk and profit associated with the development of property. A surveyor is
2 a technician. Mr. Magyar has been on the Planning Commission and stepped off
3 for personal reasons, which she found compelling. One way to have institutional
4 memory is continue to strengthen and enrich the Planning Commission and
5 appoint Mr. Magyar.

6 Chair Kujala appreciated the interview process as well. Three new appointments
7 would be made in July. He believed Mr. Powers and Mr. Kraushaar made strong
8 arguments and they would be good Planning Commissioners.

9 Vice Chair Thompson said Mr. Powers and Mr. Kraushaar were both from
10 Clatsop Plains. She wanted more geographical diversity.

11 Chair Kujala responded that was as close to Warrenton as the Planning
12 Commission would have and he liked having two Commissioners from Clatsop
13 Plains, which is a pretty big area.

14 Commissioner Wev advocated for Mr. Magyar. When the Commission asked one
15 of the Planning Commissioners to step aside, the County lost an enormous
16 amount of historical knowledge of the development of the county. No one has
17 more knowledge of the history of land development and the present development
18 going on than Mr. Magyar. There was a reason he did not attend the interview.

19 Chair Kujala said he had heard great things about Mr. Magyar. He is a skilled
20 surveyor with an impeccable reputation. However, he did not attend the
21 interview.

22 Commissioner Bangs stated she had never met or worked with Mr. Magyar. She
23 needed to honor the interview process that everyone agreed to. Some of the
24 applicants attended the interview from the freeway and the interview was a small
25 portion of the day. She suggested Mr. Magyar keep his application current for the
26 upcoming appointments.

27 Vice Chair Thompson said the interview was not mandatory. One of the issues
28 she has had with the Planning Commission has been that there is a
29 preponderance in one Commissioner's district. Currently, there is one Planning
30 Commissioner for every County Commissioner. Adding two Planning
31 Commissioners from District 2 would put the Planning Commission out of
32 balance.

33 Commissioner Toyooka stated the Commission could only appoint two people to
34 the Planning Commission who worked in the building industry. Currently, there is
35 already one. He believed that contractors and surveyors both worked in the
36 building industry.

37 Director Henrikson responded that an interpretation could be made on the
38 Oregon Revised Statute (ORS). County Counsel sent Commissioners a
39 memorandum addressing this issue.

40 County Counsel Lyons-Antley confirmed that the ORS says members of the
41 Planning Commission shall be residents of various geographic areas of the
42 county and that no more than two voting members shall be engaged in the same

1 kind of occupation, business, trade, or profession. The Commission could define
2 general contractor and surveyor narrowly. They do work with each other and she
3 believed the jobs were similar. However, it was up to the Commission to decide
4 how to interpret the ORS.

5 *Motion made by Vice Chair Thompson, Seconded by Commissioner Bangs to*
6 *appoint Jason Kraushaar to the Clatsop County Planning Commission to fill the*
7 *term of Merna Patrick expiring on June 30, 2023.*

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

10 *Motion made by Vice Chair Thompson, Seconded by Commissioner Wev to*
11 *appoint Michael Magyar to the Clatsop County Planning Commission to fill the*
12 *term of Robert Stricklin expiring on June 30, 2024.*

13 *Voting Yea: Commissioner Wev, Vice Chair Thompson*

14 *Voting Nay: Commissioner Bangs, Commissioner Toyooka, Chair Kujala*

15 *Motion made by Commissioner Toyooka, Seconded by Commissioner Bangs to*
16 *appoint Clark Powers to the Clatsop County Planning Commission to fill the term*
17 *of Robert Stricklin expiring on June 30, 2024.*

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

21 8. Redistricting Legal Description for Ordinance 21-07 Resolution {Page 87}

22 County Clerk Krevanko presented the Staff report on the redistricting legal
23 description.

24 Commissioner Wev asked if there was a State law or procedural rule about what
25 constitutes a precinct.

26 County Clerk Krevanko responded that an ORS states a precinct could not be
27 more than 50,000 voters. Clatsop County does not have that many voters, so
28 natural boundaries, Commissioner boundaries, city boundaries, and school
29 boundaries are used. Since the Commissioner boundaries were redrawn, it was
30 a good opportunity to clean up the precinct lines that go through private
31 properties and the middle of nowhere. The county went from 33 precincts to 25.

32 *Motion made by Vice Chair Thompson, Seconded by Commissioner Toyooka to*
33 *adopt the Resolution and Order adopting the map and legal descriptions for the*
34 *Commissioner district boundaries adopted in Ordinance 21-07.*

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

37
38 **GOOD OF THE ORDER**

39 There was none.

40 **ADJOURNMENT**

41 There being no further business, the meeting was adjourned at 7:45 pm.

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6

Approved by,

Mark Kujala, Chair

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 13, 2022

Agenda Title: Amendment – Warrenton Fiber Company Materials Contract #C7574

Category: Consent Calendar

Presented By: Ted McLean, Public Works Director

Issue Before the Commission: Approval of an Amendment for Maintenance Rock Purchasing

Informational Summary: Current Warrenton Fiber Company contract is going to exceed limit and needs to increase by \$50,000 due to more maintenance rock needed to prepare for summer seasonal work.

Fiscal Impact: The maintenance rock purchasing is paid from the Road Maintenance & Construction Fund and was budgeted in the current Fiscal Year.

Requested Action:

Increase current Warrenton Fiber Company contract by \$50,000

Attachment List

- A. Warrenton Fiber Company Materials Contract #C7574

RECORDED

APR 30 2021

Doc# 2021040042

C7574

CLATSOP COUNTY, OREGON

1100 Olney Avenue

Astoria, Oregon 97103

An Equal Opportunity Employer

Clatsop County Materials Contract

This Contract is by and between Clatsop County (County) and Warrenton Fiber Company (Contractor). Whereas County has need of the services which Contractor has agreed to provide; Now Therefore, in consideration of the sum not to exceed \$50,000.00 to be paid to Contractor by County, Contractor agrees to the following prices between May 1, 2021 and April 30, 2022, inclusive, for the following specific materials:

- A. Materials: Contractor to furnish, as needed, the following materials, according to Attachment A – Special Provisions and at prices shown on Attachment B.
- B. Payment Terms: Payment will be made 30 days from receipt of invoice and approval of materials by County.
- C. Miscellaneous: Materials to comply with Clatsop County Special Provisions for Aggregates

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

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

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

- a. Promptly pay, as due, all persons supplying labor and material for the performance of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the contract, pursuant to ORS 279C.515.
- b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract.
- c. Not permit any line 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 279A.055, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279C.520.
- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279C.530.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
- h. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources.
- i. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources

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

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

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

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

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

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

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

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

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

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

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

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

15. **Insurance.** **Contractor** shall purchase and maintain at **Contractor's** expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$1,000,000 for property damage and minimum of \$1,000,000 per person for bodily injury and no less

than \$1,000,000 for each occurrence, \$2,000,000 aggregate. In addition, all such insurance, with the 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:

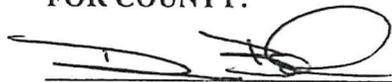
_____ (Approved by County Counsel)

(Comments)

(Contractor's Initials) _____

All terms on the previous pages of this document are hereby made a part of this Agreement.

FOR COUNTY:



Signature

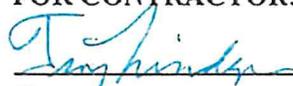
4/29/21

Date

COUNTY MANAGER

Title

FOR CONTRACTOR:



Signature

4/9/2021

Date

Forester

Title

Contractor Address: P.O. Box 100, Warrenton, OR 97146

- Attachment A -

Clatsop County Public Works

Request for Competitive Price Quotes

To: Potential Rock Suppliers

From: Ted McLean, Public Works Director

Date: March 16, 2021

Clatsop County Public Works Department is conducting a request for competitive price quotes for maintenance rock for the coming year. The County intends to purchase approximately 30,700 tons of rock. Attached are the rock specifications. The County may elect to haul the rock or have it delivered. Please carefully read the aggregate specifications to determine if you can supply us with the quality of aggregate we require. Be aware that aggregate must meet the specifications and must be weighed or measured with a method acceptable to County.

A contract will be awarded to the supplier(s) whose quote will best serve the interest of the County. The County reserves the right to contract with more than one supplier if it will result in the lowest possible cost to the County. If a supplier is unable to provide the materials when required or materials do not meet specifications, the County will purchase from another supplier.

Please complete the Rock Price Schedule Quotation sheet, and Fax to 503-325-9312 or mail to Clatsop County Public Works, 1100 Olney Avenue, Astoria, Oregon 97103, by 2:00 p.m. on, March 30, 2021.

Suppliers will be required to execute a contract with Clatsop County.

cc: Naselle Rock & Asphalt
Knife River
Teevin Bros
Teevin & Fischer Quarry
Warrenton Fiber
Big River Excavating
Bayview Transit Mix

**CLATSOP COUNTY
SPECIAL PROVISIONS
FOR AGGREGATES**

02630 - BASE AGGREGATE

This work consists of producing (and hauling as elected by the County) Base Aggregate:

02630.10 (a) Grading - Aggregate for Base Aggregate:

(a) Grading - Base aggregate shall be crushed rock, including sand. Uniformly grade the aggregates from coarse to fine. Sieve analysis will be determined according to AASHTO T 27. The aggregates shall conform to one of the grading requirements of Table 02630-1 as called for in the special provisions or indicated by the pay item in the contract bid schedule.

Table 02630-1
Grading Requirements - Base Aggregates

Sieve Size Passing	4"-0	2 1/2"-0	2"-0	1 1/2"-0	1"-0	3/4"-0	3/8"-0
	Percentages (by weight)						
4"	95-100						
3"		100					
22"		95-100	100				
2"	60-85		95-100	100			
12"				95-100	100		
13		55-75					
1"			55-75		90-100	100	
3/4"				55-75		90-100	
1/2"					55-75		100
3/8"						55-75	90-100
1/4"	15-35	30-45	30-45	35-50	40-55	40-60	25-75
#10	*	*	*	*	*	*	0-35

* Of the fraction passing the 1/4-inch sieve, 40% to 60% shall pass the No. 10 sieve.

(b) Fracture of Rounded Rock - Fracture of rounded rock will be determined according to OSHD TM 213. Provide at least one mechanically fractured face based on the following percentage of particles retained on the 1/4" sieve for the designated size:

Designated Size	Minimum % of Fractured Particles (by weight) of Material Retained on 1/4" Sieve
1 1/2"-0 and larger	50
Smaller than 1 1/2"-0	70

(c) Durability - Base aggregate shall meet the following durability requirements:

Test	Test Method	Requirements
Abrasion	AASHTO T 96	35.0% Max.
Degradation (Coarse Aggregate):		
Passing No 20 sieve	OSHD TM 208	30.0% Max.
Sediment Height	OSHD TM 208	3" Max.

(d) Sand Equivalent - Base aggregate will be tested according to AASHTO T 176, and shall have a sand equivalent of not less than 30.

Separated Sizes

Sieve Size		
Passing	4"-0	3/8"-0
6"	100	-
4"	90-100	-
3"	-	-
2"	55-75	-
1"	30-45	100
3/8"	-	90-100
1/4"	-	25-75
#10	-	0-35

02630.50 - Measurement and Payment - Measurement and Payment will be based on weight receipts provided with each load of acceptable aggregate. (On rare occasions, weights may be converted from truck yardage).

(e) Blend Sand - No natural or uncrushed blend sand will be allowed in heavy duty AC. If blend sand is permitted, it shall meet the following gradation:

Sieve Size	Percent Passing (by Weight)	
	TV	T
3/8"	100	-1
1/4"	95	± 5
No. 10	75	± 15
No. 40	30	± 20
No. 200	5	± 5

No more than 10 percent by weight of natural or uncrushed blend sand shall be volumetrically metered and blended into the total fine aggregate to produce an allowable separated size.

02680.40 RAP Aggregate - Use RAP aggregates in the AC according to 00745.03 that are no larger than the specified maximum allowable aggregate size before entering the cold feed. Blend the RAP material with new aggregate to provide a mixture conforming to the JMF within the tolerances specified.

02680.50 Stockpiling - Prepare the ground for the stockpile site to prevent contamination. Prevent segregation, as much as possible, when stockpiling and removing the aggregate.

ROCK PRICE SCHEDULE QUOTATION SHEET

ITEM	UNIT	UNIT PRICE	WEIGHT CONVERSION Tons/Cubic Yards
Base Aggregate:			
1. 3/4"-0 at Contractor's Stockpile	Ton	_____	_____
2. 1 1/2" - 0 at Contractor's Stockpile	Ton	_____	_____
3. 3"-0 at Contractor's Stockpile	Ton	_____	_____
4. 4" - 0 at Contractor's Stockpile	Ton	_____	_____
5. Pit Run at Contractor's Stockpile	Ton	_____	_____
6. Rip Rap at Contractor's Stockpile	Ton	_____	_____

Hauling Rate, per ton mile: _____

Location of Contractor's Stockpile: _____

(Additional sheets may be submitted for different stockpile sites)

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____

FAX: _____

SIGNATURE: _____

DATE: _____

NAME: _____

- Attachment B -

ROCK PRICE SCHEDULE QUOTATION SHEET

ITEM	UNIT	UNIT PRICE	WEIGHT CONVERSION Tons/Cubic Yards
Base Aggregate:			
1. 3/4"-0 at Contractor's Stockpile	Ton	<u>\$12.00</u>	<u>1.3</u>
2. 1 1/2" - 0 at Contractor's Stockpile	Ton	<u>\$11.80</u>	<u>1.3</u>
3. 3"-0 at Contractor's Stockpile	Ton	<u>\$11.00</u>	<u>1.3</u>
4. 4" - 0 at Contractor's Stockpile	Ton	<u>\$11.00</u>	<u>1.3</u>
5. Pit Run at Contractor's Stockpile	Ton	<u>\$6.50</u>	<u>1.3</u>
6. Rip Rap at Contractor's Stockpile	Ton	<u>\$20.00</u>	<u>1.3</u>

Hauling Rate, per ton mile: \$.21 per ton mile

Location of Contractor's Stockpile: Approximately M.P. 10 on Hwy 202, Olney Quarry

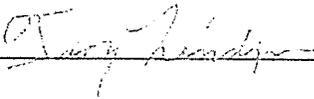
(Additional sheets may be submitted for different stockpile sites)

COMPANY NAME: Warrenton Fiber Co.

ADDRESS: PO Box 100, Warrenton, OR 97146

PHONE: 503-861-3305

FAX: 503-861-2925

SIGNATURE: 

DATE: 3/29/2021

NAME: Troy Lindgren

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 13, 2022

Agenda Title: Approve the 2021-22 Budget and Appropriation Adjustments
Category: Consent Calendar
Presented By: Jennifer Carlson, Budget & Finance Manager

Issue Before the Commission: Approve the 2021-22 budget and appropriation adjustment as required by ORS 294.338.

Informational Summary: Clatsop County receives funding from the Oregon Health Authority (OHA) that is then passed through to Clatsop Behavioral Healthcare (CBH). The funding is to provide treatment for substance use disorders and mental illness. This budget adjustment is to account for an increase in funding for SE#37, MHS Start Up. SE #37 funding must be used for Start Up activities that are necessary to begin, expand or improve mental health services in expectation of the implementation of 9-8-8. 9-8-8 has been designated as the new three-digit dialing code that will route callers to the National Suicide Prevention Lifeline. This dialing code will be available to everyone across the US beginning July 16, 2022.

This budget adjustment is necessary to be compliant with budget law and account for the amendments and increases in funding that will then be passed through to CBH.

Attached is the R&O required by Oregon Revised Statutes for budget adjustments for fiscal year 2021-22.

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

Fiscal Impact: The fiscal impact to Mental Health Grants is an increase of \$125,267 that will be offset by unanticipated grant revenue.

Requested Action:

Approve the budget adjustment in the amount of \$125,267 to remain in compliance with Oregon budget law per ORS 294.338 and authorize the Chair to sign.

Attachment List

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

Schedule A

2021-22 Budget Adjustments

I. ADJUSTMENTS INVOLVING EXPENDITURE OF UNANTICIPATED GRANT REVENUE

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Mental Health SE #37 MHS Special Projects 033/7152/81-4591	\$125,267	
Mental Health SE #37 MHS Special Projects 033/7152/82-3176	\$125,267	

Comment: Amendments increasing the grant amount under the OHA & Clatsop County IGA Number 173130. These grant monies are pass through funds to Clatsop Behavioral Healthcare.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 13, 2022

Agenda Title: Amendment – Big River Construction Inc. Materials Contract #C7572
Category: Consent Calendar
Presented By: Ted McLean, Public Works Director

Issue Before the Commission: Approval of an Amendment for Maintenance Rock Purchasing
Informational Summary: Current Big River Construction Inc. contract is going to exceed limit and needs to increase by \$70,000 due to more maintenance rock needed to prepare for summer seasonal work.
Fiscal Impact: The maintenance rock purchasing is paid from the Road Maintenance & Construction Fund and was budgeted in the current Fiscal Year.

Requested Action:

Increase current Big River Construction Inc. contract by \$70,000

Attachment List

A. Big River Construction Inc. Materials Contract #C7572

C7572

RECORDED

APR 30 2021

Doc# 2024045039 CLATSOP COUNTY, OREGON

1100 Olney Avenue
Astoria, Oregon 97103
An Equal Opportunity Employer

Clatsop County Materials Contract

This Contract is by and between Clatsop County (County) and Big River Construction Inc. (Contractor). Whereas County has need of the services which Contractor has agreed to provide; Now Therefore, in consideration of the sum not to exceed \$30,000.00 to be paid to Contractor by County, Contractor agrees to the following prices between May 1, 2021 and April 30, 2022, inclusive, for the following specific materials:

- A. Materials: Contractor to furnish, as needed, the following materials, according to Attachment A – Special Provisions and at prices shown on Attachment B.
- B. Payment Terms: Payment will be made 30 days from receipt of invoice and approval of materials by County.
- C. Miscellaneous: Materials to comply with Clatsop County Special Provisions for Aggregates

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

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

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

- a. Promptly pay, as due, all persons supplying labor and material for the performance of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the contract, pursuant to ORS 279C.515.
- b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract.
- c. Not permit any line 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 279A.055, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279C.520.
- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279C.530.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
- h. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources.
- i. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources

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

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

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

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

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

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

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

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

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

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

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

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

15. **Insurance.** **Contractor** shall purchase and maintain at **Contractor's** expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$1,000,000 for property damage and minimum of \$1,000,000 per person for bodily injury and no less

than \$1,000,000 for each occurrence, \$2,000,000 aggregate. In addition, all such insurance, with the 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) JE (Comments)

All terms on the previous pages of this document are hereby made a part of this Agreement.

FOR COUNTY:

[Signature] 4/29/21
Signature Date

County Manager
Title

FOR CONTRACTOR:

[Signature] 4-13-2021
Signature Date

Secretary
Title

Contractor Address: 35064 Hwy 101 Business, Astoria, OR 97103

- Attachment A -

Clatsop County Public Works

Request for Competitive Price Quotes

To: Potential Rock Suppliers

From: Ted McLean, Public Works Director

Date: March 16, 2021

Clatsop County Public Works Department is conducting a request for competitive price quotes for maintenance rock for the coming year. The County intends to purchase approximately 30,700 tons of rock. Attached are the rock specifications. The County may elect to haul the rock or have it delivered. Please carefully read the aggregate specifications to determine if you can supply us with the quality of aggregate we require. Be aware that aggregate must meet the specifications and must be weighed or measured with a method acceptable to County.

A contract will be awarded to the supplier(s) whose quote will best serve the interest of the County. The County reserves the right to contract with more than one supplier if it will result in the lowest possible cost to the County. If a supplier is unable to provide the materials when required or materials do not meet specifications, the County will purchase from another supplier.

Please complete the Rock Price Schedule Quotation sheet, and Fax to 503-325-9312 or mail to Clatsop County Public Works, 1100 Olney Avenue, Astoria, Oregon 97103, by 2:00 p.m. on, March 30, 2021.

Suppliers will be required to execute a contract with Clatsop County.

cc: Naselle Rock & Asphalt
Knife River
Teevin Bros
Teevin & Fischer Quarry
Warrenton Fiber
Big River Excavating
Bayview Transit Mix

**CLATSOP COUNTY
SPECIAL PROVISIONS
FOR AGGREGATES**

02630 - BASE AGGREGATE

This work consists of producing (and hauling as elected by the County) Base Aggregate:

02630.10 (a) Grading - Aggregate for Base Aggregate:

(a) Grading - Base aggregate shall be crushed rock, including sand. Uniformly grade the aggregates from coarse to fine. Sieve analysis will be determined according to AASHTO T 27. The aggregates shall conform to one of the grading requirements of Table 02630-1 as called for in the special provisions or indicated by the pay item in the contract bid schedule.

Table 02630-1
Grading Requirements - Base Aggregates

Sieve Size	4"-0	2 1/2"-0	2"-0	1 1/2"-0	1"-0	3/4"-0	3/8"-0
Passing	Percentages (by weight)						
4"	95-100						
3"		100					
2 1/2"		95-100	100				
2"	60-85		95-100	100			
1 1/2"				95-100	100		
1 1/4"		55-75					
1"			55-75		90-100	100	
3/4"				55-75		90-100	
1/2"					55-75		100
3/8"						55-75	90-100
1/4"	15-35	30-45	30-45	35-50	40-55	40-60	25-75
#10	*	*	*	*	*	*	0-35

* Of the fraction passing the 1/4-inch sieve, 40% to 60% shall pass the No. 10 sieve.

(b) Fracture of Rounded Rock - Fracture of rounded rock will be determined according to OSHD TM 213. Provide at least one mechanically fractured face based on the following percentage of particles retained on the 1/4" sieve for the designated size:

Designated Size	Minimum % of Fractured Particles (by weight) of Material Retained on 1/4" Sieve
1 1/2"-0 and larger	50
Smaller than 1 1/2"-070

(c) Durability - Base aggregate shall meet the following durability requirements:

Test	Test Method	Requirements
Abrasion	AASHTO T 96	35.0% Max.
Degradation (Coarse Aggregate):		
Passing No 20 sieve	OSHD TM 208	30.0% Max.
Sediment Height	OSHD TM 208	3" Max.

(d) Sand Equivalent - Base aggregate will be tested according to AASHTO T 176, and shall have a sand equivalent of not less than 30.

Separated Sizes

Sieve Size	4"-0	3/8"-0
Passing	4"-0	3/8"-0
6"	100	-
4"	90-100	-
3"	-	-
2"	55-75	-
1"	30-45	100
3/8"	-	90-100
1/4"	-	25-75
#10	-	0-35

02630.50 - Measurement and Payment - Measurement and Payment will be based on weight receipts provided with each load of acceptable aggregate. (On rare occasions, weights may be converted from truck yardage).

(e) Blend Sand - No natural or uncrushed blend sand will be allowed in heavy duty AC. If blend sand is permitted, it shall meet the following gradation:

Sieve Size	Percent Passing (by Weight)	
	TV	T
3/8"	100	-1
1/4"	95	± 5
No. 10	75	± 15
No. 40	30	± 20
No. 200	5	± 5

No more than 10 percent by weight of natural or uncrushed blend sand shall be volumetrically metered and blended into the total fine aggregate to produce an allowable separated size.

02680.40 RAP Aggregate - Use RAP aggregates in the AC according to 00745.03 that are no larger than the specified maximum allowable aggregate size before entering the cold feed. Blend the RAP material with new aggregate to provide a mixture conforming to the JMF within the tolerances specified.

02680.50 Stockpiling - Prepare the ground for the stockpile site to prevent contamination. Prevent segregation, as much as possible, when stockpiling and removing the aggregate.

- Attachment B -

ROCK PRICE SCHEDULE QUOTATION SHEET

ITEM	UNIT	UNIT PRICE	WEIGHT CONVERSION Tons/Cubic Yards
Base Aggregate:			
1. 3/4"-0 at Contractor's Stockpile	Ton	<u>11.95</u>	<u>1.3</u>
2. 1 1/2" - 0 at Contractor's Stockpile	Ton	<u>11.80</u>	<u>1.3</u>
3. 3"-0 at Contractor's Stockpile	Ton	<u>9.85</u>	<u>1.3</u>
4. 4" - 0 at Contractor's Stockpile	Ton	<u>9.85</u>	<u>1.3</u>
5. Pit Run at Contractor's Stockpile	Ton	<u>6.50</u>	<u>1.3</u>
6. Rip Rap at Contractor's Stockpile	Ton	<u>20.00</u>	<u>1.3</u>
Hauling Rate, per ton mile: <u>TIP @ 50 per ton mile / 50¢ @ 2.00 per ton</u>			
Location of Contractor's Stockpile: <u>Orleans Quarry, MP 3 Hwy 78</u>			
<u>Seaside OR 97138</u>			

(Additional sheets may be submitted for different stockpile sites)

COMPANY NAME: Big River Construction Inc.
 ADDRESS: 35064 Hwy 101 Business

PHONE: 703-338-3878

FAX: 503-325-3119

SIGNATURE: [Signature]

DATE: 8-20-2021

NAME: Tony Ewing

ROCK PRICE SCHEDULE QUOTATION SHEET

ITEM	UNIT	UNIT PRICE	WEIGHT CONVERSION Tons/Cubic Yards
Base Aggregate:			
1. 3/4"-0 at Contractor's Stockpile	Ton	<u>11.95</u>	<u>1.3</u>
2. 1 1/2" - 0 at Contractor's Stockpile	Ton	<u>11.80</u>	<u>1.3</u>
3. 3"-0 at Contractor's Stockpile	Ton	<u>9.85</u>	<u>1.3</u>
4. 4" - 0 at Contractor's Stockpile	Ton	<u>9.85</u>	<u>1.3</u>
5. Pit Run at Contractor's Stockpile	Ton	<u>7.00</u>	<u>1.3</u>
6. Rip Rap at Contractor's Stockpile	Ton	18.00	<u>1.3</u>
Hauling Rate, per ton mile:	<u>TIP \$ per Ton mile / vol. @ 80% ptm</u>		
Location of Contractor's Stockpile:	<u>Riekkola Quarry 38108 Hwy line</u> <u>Astoria OR 97103</u>		

(Additional sheets may be submitted for different stockpile sites)

COMPANY NAME: Big River Construction, Inc.
 ADDRESS: 3506 1/2 Hwy 101 Business
Astoria OR 97103
 PHONE: 503 - 338 - 3878
 FAX: 503 - 325 - 3119
 SIGNATURE: [Signature]
 DATE: 3-26-2021
 NAME: Tony Eving

ROCK PRICE SCHEDULE QUOTATION SHEET

ITEM	UNIT	UNIT PRICE	WEIGHT CONVERSION Tons/Cubic Yards
Base Aggregate:			
1. 3/4"-0 at Contractor's Stockpile	Ton	<u>11.95</u>	<u>1.4</u>
2. 1 1/2" - 0 at Contractor's Stockpile	Ton	<u>11.80</u>	<u>1.4</u>
3. 3"-0 at Contractor's Stockpile	Ton	<u>9.85</u>	<u>1.4</u>
4. 4"- 0 at Contractor's Stockpile	Ton	<u>9.85</u>	<u>1.4</u>
5. Pit Run at Contractor's Stockpile	Ton	<u>7.00</u>	<u>1.4</u>
6. Rip Rap at Contractor's Stockpile	Ton	<u>18.00</u>	<u>1.4</u>

Hauling Rate, per ton mile: TIP @ 50 per ton mile / solo @ 60 per ton mile.

Location of Contractor's Stockpile: Duke Quarry 838449 Youngs River Rd
Astoria OR 97103

(Additional sheets may be submitted for different stockpile sites)

COMPANY NAME: Dig River Construction Inc.

ADDRESS: 35064 Hwy 101 Business
Astoria OR 97103

PHONE: 503-338-3878

FAX: 503-325-3119

SIGNATURE: [Signature]

DATE: 3-20-2021

NAME: Tony Furlong

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 13, 2022

Agenda Title: Fee Waiver Request – Velazquez CUP Appeal Application
Category: Consent Calendar
Presented By: Ian Sisson, Senior Planner

Issue Before the Commission: A request by applicants Jose Antonio Velazquez and Susana Huanosta to waive the \$3,170 fee for an appeal of the Planning Commission’s decision on the Velazquez Conditional Use Permit application (#21-000591).

Informational Summary: On September 9, 2021, Jose Antonio Velazquez-Silva and Susana Huanosta submitted an application for a conditional use permit to legalize an existing business operated on residential property they own in unincorporated Clatsop County.

On February 8, 2022, the Clatsop County Planning Commission held a public hearing on the matter. At that time, there were five Planning Commissioners; four were present for the hearing and one was excused. A motion to approve the application failed with a 2-2 vote, effectively denying the request. The Planning Commission’s Notice of Decision to deny the application was issued on February 9, 2022. On February 22, 2022, Mr. Velazquez and Ms. Huanosta filed a Notice of Appeal which included a request to waive the \$3,170 appeal fee **(Exhibit A)**.

The appellants have requested a waiver of the appeal fee because they believe the Planning Commission should have continued the hearing on their application so absent Planning Commission members could have participated.

The Notice of Appeal application form states that the appeal fee must accompany the form, and that the appeal is incomplete and cannot be considered without the fee. The form also includes the appeal procedures set forth in the Clatsop County Land and Water Development and Use Code 20-03 (LAWDUC) Sections 2.2190 through 2.2240, which includes the options the Board of Commissioners has in establishing the scope of review for appeals:

- 1) Denying review.
- 2) Restricting review to the record made by the hearing body.

- 3) Limit review to such issues as the Board of Commissioners determines necessary for a proper resolution of the matter.
- 4) De novo hearing on the merits.

On March 9, 2022, the Board of Commissioners established the scope of review for the appeal, restricted to the record established by the Planning Commission per Section 2.2210(2). The hearing has been scheduled for the Board of Commissioners' regular meeting on May 11, 2022.

To date, the applicant has paid the following application fees:

- December 14, 2015: \$659 Type II Conditional Use Application Fee;
- June 20, 2016: \$261 fee to cover additional cost of review under a Type IIa procedure;
- February 22, 2022: \$3,170 appeal fee
- TOTAL: \$4,080

Because a hearing was not held on the matter in 2016 but all fees were paid, Community Development credited the applicant for the fees paid previously and did not charge for the difference to cover the current application fee of \$1,500 for a Type IIa conditional use review.

Fiscal Impact: \$3,170 if the appeal fee is waived in full

Requested Action:

“Approve the request by Jose Antonio Velazquez and Susana Huanosta to waive the fee for an appeal of the Planning Commission’s decision on conditional use application #21-000591 in the amount of \$3,170.”

Attachment List

- A. February 22, 2022, Notice of Appeal by Antonio Velazquez and Susana Huanosta

ATTACHMENT A

February 22, 2022

*Notice of Appeal by Antonio Velazquez and
Susana Huanosta*



Clatsop County
 Community Development
 800 Exchange Street, Suite 100
 Astoria, Oregon 97103
 Phone 503 325-8611 Fax 503 338-3606
comdev@co.clatsop.or.us www.co.clatsop.or.us

NOTICE OF APPEAL

Attached is the "Procedure for Appeal" from the Clatsop County Land and Water Development and Use Code #20-03. Please read the attached information completely and follow the instructions. Also, note there is a fee that must accompany this form. If the fee is not included, the appeal is incomplete and cannot be considered. The form below is provided for your convenience.

Appellant Names: Susana Huanosta- Antonio Velazquez Email: Velazquezant@aol.com
 Mail Address: 34074 W Campbell Loop City/State/Zip Seaside Or 97138
 Phone: 503 717 4240 Phone: 503 739 3055

Section 2.2200. Requirements of Notice of Appeal

1. An identification of the decision sought to be reviewed, including the date of decision:

File Number: 21-000591 Date of Decision: Feb 8, 2022

2. A statement of the standing of the person seeking review:

Im requesting a Conditional Use permit

3. The specific grounds relied upon for review (attach additional pages if necessary): The Planning Commission denied the Conditional Use request based on a 2-2 Tie. The planning commissic did not provide any findings to support a denial. We are requesting the Board to reverse the Planning Commission's denial and adopt the Staff Report that recommended approval of the Conditional Use with conditions. We request a waiver of the appeal fee since the Planning Commission should have continued the hearing so absent Planning Commission members could have participated.

4. If de novo review or review by additional testimony and other evidence is requested, a statement relating the request to the factors listed in 2.2230(1). (attach additional pages if necessary):

Request that the appeal be heard on the record.


Signature

2/22/22
Date

Procedures for Appeal
(Clatsop County LAWDUC #20-03)

Initial Decision	Appeal Procedure	Fee
Type I & Type II	Director to Hearings Officer/ Planning Commission	\$250 <small>(Refunded if appellant prevails)</small>
Type IIa	Hearings Officer/Planning Commission to Board of Commissioners	\$3,170
Type III	Planning Commission to Board of Commissioners	\$3,170

No issue may be raised on appeal unless that issue was raised during the original proceedings. An issue is considered to have been raised only if the issue has been specifically identified and accompanied by statements or evidence sufficient to afford the decision maker and the parties an opportunity to respond to the issue.

Your notice of appeal must identify the decision sought to be reviewed and must set forth the specific grounds relied upon for review. The Hearings Officer or Board of Commissioners will only consider your notice of appeal in deciding to grant review and the type of review it will conduct.

Section 2.2190. Request for Review/Appeal.

1. The Hearings Officer shall hear appeals from Type I and Type II decisions of the Director.
2. The Board of Commissioners shall hear appeals of decisions of the Hearings Officer (Type IIa) and Planning Commission (Type III).
3. The affected party shall file an appeal with the Director within twelve (12) days of a final decision. At the Community Development Director's discretion, and for good cause, an additional five days after filing an appeal may be granted to submit additional justification for the appeal. The actual appeal, however, must be filed within the twelve-day limit.
4. At its discretion, the reviewing body may, after considering the application and appeal, and finding that the facts therein stated do not warrant further hearing, summarily affirm the action and deny the appeal. The Board of Commissioners, if it believes the matter warrants review, may limit an appeal or review to a review of the record and a hearing for receipt of oral arguments regarding the record, or may accept new evidence and testimony. If new evidence is to be received, a hearing shall be conducted pursuant to this article.
5. A final decision of the Board of Commissioners may be appealed to the Land Use Board of Appeals, pursuant to ORS 197.829.

2.2200. Requirements of Notice of Appeal

A notice of appeal shall contain:

1. An identification of the decision sought to be reviewed, including the date of the decision.
2. A statement of the standing of the person seeking review.
3. The specific grounds relied upon for review.
4. If de novo review or review by additional testimony and other evidence is requested, a statement relating the request to the factors listed in Section 2.2230(1).

Section 2.2210. Review. The Board of Commissioners shall issue an order stating the scope of review to be one of the following:

1. Denying review.
2. Restricting review to the record made by the hearing body.
3. Limit review to such issues as the County Commissioners determines necessary for a proper resolution of the matter.
4. De novo hearing on the merits.

Section 2.2220. Review on the Record.

Unless otherwise provided for by the Board of Commissioners, review of the decision on appeal shall be confined to the record of the proceeding as specified in this section. The record shall include:

1. A factual report prepared by the Transportation & Development Services Director.
2. All exhibits, materials, pleadings, memoranda, stipulations and motions submitted by any party and received or considered in reaching the decision under review.
3. The transcript of the hearing, if previously prepared; otherwise, a detailed summary of the evidence, but the details need not be set forth verbatim.

Section 2.2230. Review Consisting of Additional Evidence or De Novo Review.

1. The reviewing body may hear the entire matter de novo; or it may admit additional testimony and other evidence without holding a de novo hearing if it is satisfied that the additional testimony or other evidence could not reasonably have been presented at the prior hearing. The reviewing body shall consider all of the following in making such a decision.
 - a. Prejudice to the parties.
 - b. Convenience or availability of evidence at the time of the initial hearing.
 - c. Surprise to opposing parties.
 - d. The competency, relevancy and materiality of the proposed testimony or other evidence.
2. "De novo hearing" shall mean a hearing by the reviewing body as if the action had not been previously heard and as if no decision has been rendered, except that all testimony, evidence and other material from the record of the previous consideration shall be included in the record of the review.

Section 2.2240. Review Body Decision.

1. Upon review, the review body may by order affirm, reverse or modify in whole or part a determination or requirement of the decision that is under review. When the review body modifies or renders a decision that reverses a decision of the hearing body, the review body, in its order, shall set forth its findings and state its reasons for taking the action encompassed in the order. When the review body elects to remand the matter back to the hearing body for such further consideration as it deems necessary, it shall include a statement explaining the error found to have materially affected the outcome of the original decision and the action necessary to rectify such.
2. Action by the review body shall be decided by a majority vote of its members present at the meeting at which review was made and shall be taken either at that or any subsequent meeting. The review body shall render its decision no later than sixty (60) days after the filing of the request for review.
3. The Director shall by written notice send by first class mail the decision arrived at by the Director or hearing body to the applicant, to any participant in the proceeding leading to the decision and any person, entity or organization requesting information pertaining to a final decision on the application.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 13, 2022

Agenda Title: Homeland Security Agreement Amendment – City Emergency Operations Plans
Category: Consent Calendar
Presented By: Tiffany Brown, Emergency Manager

Issue Before the Commission: To approve and sign an agreement extension and budget adjustment for a Homeland Security Grant to update Emergency Operations Plans for the cities of Warrenton and Gearhart.

Informational Summary: This is an amendment to extend the terms of a homeland security grant written and executed on behalf of Gearhart and Warrenton by the County in 2018 to hire a contractor to update city Emergency Operations Plans created for Gearhart and Warrenton in 2008.

County EM is and has been in close contact with the City Managers regarding immediate milestones and steps needed to complete the project in compliance with the terms of the SHSP Grant agreement. The planning consultant has already been identified, both communities have expressed a commitment to completing the project(s), and a kickoff date occurred the first week of April.

The amendment asks to extend the contract expiration to 5/31/22, but since the original agreement was anticipated to occur during FY18-19 or FY19-20, a budget adjustment for FY21-22 is needed as part of the amendment to extend the terms.

Fiscal Impact: If approved, there is no fiscal impact since the agreement provides project-specific revenue that is offset by vendor agreements. If the extension is not granted, the City would be unable to proceed with the project, since the grant is needed to provide reimbursement for project expenses.

Requested Action: Approve the Resolution & Order and Agreement Amendment and authorize the Chair to sign.

Attachment List

- A. C6773.1 Homeland Security Grant – City EOP Updates (Amendment)
- B. C6773 Homeland Security Grant – City EOP Updates (Original Agreement)
- C. Resolution & Order (FY21-22 Budget Adjustment)

C6773.1

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

AMENDMENT #1

This is Amendment #1 to Grant Agreement #18-211 effective March 26, 2022, between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM), and Clatsop County.

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

Section 1: Section 1 is hereby amended as follows:

Effective Date. This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2018** and ending, unless otherwise terminated or extended, on *[August 31, 2021]* **May 31, 2022** (the "Grant Award Period"). No Grant Funds are available for expenditures after the Grant Award Period. OEM's obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement..

This amendment may be executed by the parties in counterparts.

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

Approved by:

Traci Naile, Operations and Preparedness Section Manager, OEM Date

Signature of Authorized Subgrantee Official Date

RECORDED

C6773

Doc# 201812032

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM
CFDA # 97.067
CLATSOP COUNTY
\$30,000
Grant No: 18-211**

This Agreement is made and entered into by and between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM," and Clatsop County, hereinafter referred to as "Subrecipient," and collectively referred to as the "Parties."

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs Incurred beginning on October 1, 2018 and ending, unless otherwise terminated or extended, on September 30, 2020 (the "Grant Award Period"). No Grant Funds are available for expenditures after the Grant Award Period. OEM's obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget
Exhibit B: Federal Requirements and Certifications
Exhibit C: Subcontractor Insurance
Exhibit D: Information required by 2 CFR 200.331(a)

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed \$30,000 in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2018 State Homeland Security Program (SHSP) grant.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 2018 State Homeland Security Program.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Subrecipient agrees that no grant may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the State Homeland Security Program guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/oem/cmresources/Grants/Pages/IJSGP.aspx>.
- b. **Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
- c. **Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.
7. **Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:
- a. **Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
 - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - c. **No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. **NIMS Compliance.** By accepting FY 2018 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at http://www.oregon.gov/oem/emresources/Plans_Assessments/Pages/NIMS.aspx.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter "contractors"), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. **Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. **Audits.**
 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. **Subagreements.** Subrecipient may enter into agreements (hereafter "subagreements") for performance of the Project. Subrecipient shall use its own procurement procedures and

regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. **Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section H.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
 - ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.

- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
 - v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its contractors to, retain the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents 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 the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. **Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
 - i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. **Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- d. **Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v., or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. **Contribution.** To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or

omission by Recipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this 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. Each party shall bear its own costs incurred under this Section 11.b.
- c. **Responsibility for Grant Funds.** Subrecipient, pursuant to this Agreement with OEM, shall assume sole liability for its breach of the conditions of this Agreement, and shall, upon its breach of conditions that causes or requires OEM to return funds to DHS or FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the Subrecipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available to Subrecipient for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

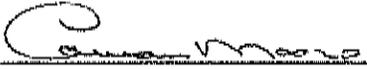
- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon 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, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.
- j. Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes 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. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

CLATSOP COUNTY

By 

Name Cameron Moore
(printed)

Date 12-13-18

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By _____
Subrecipient's Legal Counsel

Date _____

Subrecipient Program Contact:

Tiffany Brown
Director
Clatsop County Emergency Management
800 Exchange St; Ste 408
Astoria, OR 97103-4641
503-338-3774
tbrown@co.clatsop.or.us

Subrecipient Fiscal Contact:

Tiffany Brown
Director
Clatsop County Emergency Management
800 Exchange St; Ste 408
Astoria, OR 97103-4641
503-338-3774
tbrown@co.clatsop.or.us

**STATE OF OREGON, acting by and through its Oregon
Military Department, Office of Emergency Management**

By 

Sonya Andron
Operations and Preparedness Section Manager, OEM

Date 12/13/18

APPROVED AS TO FORM

By Samuel B. Zeigler via email
Senior Assistant Attorney General

Date October 5, 2018

OEM Program Contact:

Sidra Metzger-Hines
Grants Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3661
sidra.metzgerhines@state.or.us

OEM Fiscal Contact:

Angela Creasey
Senior Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3316
angela.creasey@state.or.us

Exhibit A
Grant No: 18-211
Subrecipient: Clatsop County

I. Project Description
Project Title: Tsunami Warning Sirens

This project will install previously purchased warning sirens at the Hammond and Warrenton fire stations.

Budget

Information Technology \$ 30,000

Total **\$ 30,000**

EXHIBIT B

Federal Requirements and Certifications

I. General. Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) program regulations and requirements.

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.213).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990).
- C. Compliance with Applicable Federal Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, the Federal Government in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including, without limitation:
 - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
 - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OFM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
 2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
 3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
 4. False Claims Act & Program Fraud Civil Remedies, 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
 5. Whistleblower Protection Act, 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
 6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to

demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds. Any project cost allocable to this Agreement may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons.

D. Non-discrimination and Civil Rights Compliance. Subrecipient, and all of its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
- b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
- c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
- d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
- e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
- f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
- g. If, during the past three years, Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subrecipient must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subrecipient, or Subrecipient settles a case or matter alleging such discrimination, Subrecipient must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.

E. Services to Limited English Proficient (LEP) Persons. Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

F. Procurement of Recovered Materials. Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.

- G. **SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- H. **Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.
- I. **Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. **Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- K. **Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. **Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. **Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.
- N. **Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.

- O. **Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. **Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- Q. **Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.
- R. **Energy Policy and Conservation Act.** Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act
- S. **Lobbying Prohibitions.** Subrecipient must comply with 31 USC §1352, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
- T. **Terrorist Financing.** Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subrecipients to ensure compliance with the EO and laws.
- U. **Faith-Based Organizations.** Subrecipient must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- V. **National Environmental Policy Act.** Subrecipient must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipient to use all practicable means within its authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- W. **Federal Leadership on Reducing Text Messaging while Driving.** Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities 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 ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences; and ii) maintain the insurance in full force throughout the duration of the subagreement. 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 OEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers' liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OEM. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence, (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"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 Subrecipient'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 OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM 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 Subrecipient 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. Subrecipient 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. **INSURANCE REQUIREMENT REVIEW.** Recipient agrees to periodic review of insurance requirements by ODOT under this Agreement and to provide updated requirements as mutually agreed upon by ODOT and Recipient.

ODOT ACCEPTANCE. All insurance providers are subject to ODOT acceptance. If requested by ODOT, Recipient shall provide complete copies of its Contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to ODOT's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D

Information required by 2 CFR 200.331(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): Clatsop County
 - (ii) Sub-recipient's DUNS number: 118455844
 - (iii) Federal Award Identification Number (FAIN): EMW-2018-SS-00072-S01
 - (iv) Federal Award Date: September 1, 2018
 - (v) Sub-award Period of Performance Start and End Date: From October 1, 2018 to September 30, 2020
 - (vi) Amount of Federal Funds Obligated by this Agreement: \$30,000
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement *: \$68,860
 - (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$68,860
 - (ix) Federal award project description: State Homeland Security Program Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
 - (x)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of Pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official: Andrew Phelps, Director – Oregon Office of Emergency Management, PO Box 14370, Salem, OR 97309-5062
 - (xi) CFDA Number and Name: 97.067 Homeland Security Grant Program
Amount: \$6,480,000
 - (xii) Is Award R&D? No
 - (xiii) Indirect cost rate for the Federal award: 0%
2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year.

1 IN THE BOARD OF COUNTY COMMISSIONERS
2
3 FOR CLATSOP COUNTY, OREGON
4

5 In the Matter of Adjusting the FY2021-22)
6 Budget and Increasing Revenue and)
7 Appropriations for the Emergency Management) RESOLUTION AND ORDER
8 Budget due to a new grant award)
9

10 WHEREAS, Clatsop County has received an extension for a State
11 Homeland Security Grant Program totaling \$30,000 to contract with a planning
12 consultant to provide updates to city emergency operations plans;
13

14 WHEREAS, adjustment in the current budget is necessary to properly
15 receive the revenue from said grant and make appropriations for the project, as
16 described in Schedule 'A' hereto and incorporated herein by reference, which
17 were not anticipated in the FY2021-22 budget preparation; and
18

19 WHEREAS, expenditure of supplemental grants is exempt from the
20 supplemental budget procedure under ORS 294.338(2), however, such
21 expenditure is lawful only after enactment of a Resolution and Order
22 appropriating such grant monies; now, therefore
23

24 IT IS HEREBY RESOLVED AND ORDERED that the FY2021-22 revenues
25 and appropriations for the Emergency Management Division fund be increased as
26 described in Schedule 'A', attached hereto and incorporated herein by reference.
27

28 APPROVED AND ADOPTED this 13th day of April, 2022.
29

30 BOARD OF COUNTY COMMISSIONERS
31 FOR CLATSOP COUNTY, OREGON
32

33
34 _____
35 Mark Kujala, Chairperson
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41 Page 1 of 2 – RESOLUTION AND ORDER

SCHEDULE "A"

ADJUSTMENTS INVOLVING EXPENDITURE OF UNANTICIPATED GRANT REVENUE

<u>Organization Unit/Fund</u>	<u>Increase</u>	<u>Decrease</u>
City EOP Updates (001/2750/82-2450)	\$ 30,000	
City EOP Updates (001/2750/81-4340)	\$ 30,000	

Comment: The Emergency Management Division (EMD) recently received an extension for a State Homeland Security Grant (SHSG) in the amount of \$30,000 from the Oregon Office of Emergency Management. The County will use the monies to hire emergency planning consultants to assist the cities of Warrenton and Gearhart with Emergency Operations Plan updates.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 13, 2022

Agenda Title: Homeland Security Agreement Amendment - Warning Sirens
Category: Consent Calendar
Presented By: Tiffany Brown, Emergency Manager

Issue Before the Commission: To approve and sign an agreement extension and budget adjustment for a Homeland Security Grant to install emergency warning sirens at the Warrenton and Hammond Fire Stations.

Informational Summary: This is an amendment to extend the terms of a homeland security grant written and executed on behalf of the City of Warrenton by County EM in the fall of 2018 to purchase replacement equipment and hire a contractor to install the sirens previously provided to the City by the County.

County EM is and has been in close contact with the City Manager and Fire Chief (project manager) regarding immediate milestones and steps needed to complete the project in compliance with the terms of the SHSP Grant agreement. The vendor(s) have already been identified and confirmed their ability to deliver goods/services within the requisite timeframe.

The amendment asks to extend the contract expiration to 5/31/22, but since the original agreement was anticipated to occur during FY18-19 or FY19-20, a budget adjustment for FY21-22 is needed as part of the amendment to extend the terms.

Fiscal Impact: If approved, there is no fiscal impact since the agreement provides project-specific revenue that is offset by vendor agreements. If the extension is not granted, the City would be unable to proceed with vendor agreements needed to complete the project since the County is providing administrative support only, therefore anticipates submitting all accrued expenses for reimbursement.

Requested Action: Approve the Resolution & Order and Agreement Amendment and authorize the Chair to sign.

Attachment List

- A. C6772.1 Homeland Security Grant – Warning Sirens (Amendment)
- B. C6772 Homeland Security Grant – Warning Sirens (Original Agreement)
- C. Resolution & Order (FY21-22 Budget Adjustment)

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

AMENDMENT #1

This is Amendment #1 to Grant Agreement #18-210 effective March 26, 2022, between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM), and Clatsop County.

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

Section 1: Section 1 is hereby amended as follows:

Effective Date. This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2018** and ending, unless otherwise terminated or extended, on **August 31, 2021** ~~*May 31, 2022*~~ (the "Grant Award Period"). No Grant Funds are available for expenditures after the Grant Award Period. OEM's obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement..

This amendment may be executed by the parties in counterparts.

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

Approved by:

Traci Naile, Operations and Preparedness Section Manager, OEM

Date

Signature of Authorized Subgrantee Official

Date

RECORDED

26 2018

2018120031

Doc#

C6772

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM
CFDA # 97.067
CLATSOP COUNTY
\$30,000
Grant No: 18-210**

This Agreement is made and entered into by and between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM," and Clatsop County, hereinafter referred to as "Subrecipient," and collectively referred to as the "Parties."

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2018** and ending, unless otherwise terminated or extended, on **September 30, 2020** (the "Grant Award Period"). No Grant Funds are available for expenditures after the Grant Award Period. OEM's obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.

2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: Project Description and Budget
- Exhibit B: Federal Requirements and Certifications
- Exhibit C: Subcontractor Insurance
- Exhibit D: Information required by 2 CFR 200.331(a)

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed \$30,000 in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2018 State Homeland Security Program (SHSP) grant.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 2018 State Homeland Security Program.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Subrecipient agrees that no grant may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the State Homeland Security Program guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/oem/emresources/Grants/Pages/HSCGP.aspx>.
- b. **Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
- c. **Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.
7. **Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:
- a. **Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
 - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - c. **No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. **NIMS Compliance.** By accepting FY 2018 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at http://www.oregon.gov/oeim/emresources/Plans_Assessments/Pages/NIMS.aspx.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter "contractors"), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. **Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. **Audits.**
 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. **Subagreements.** Subrecipient may enter into agreements (hereafter "subagreements") for performance of the Project. Subrecipient shall use its own procurement procedures and

regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
 - ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.

- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
 - v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its contractors to, retain the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents 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 the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. **Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
 - i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. **Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- d. **Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v., or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. **Contribution.** To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or

omission by Recipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this 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. Each party shall bear its own costs incurred under this Section 11.b.
- c. **Responsibility for Grant Funds.** Subrecipient, pursuant to this Agreement with OEM, shall assume sole liability for its breach of the conditions of this Agreement, and shall, upon its breach of conditions that causes or requires OEM to return funds to DHS or FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the Subrecipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available to Subrecipient for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon 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, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.
- j. Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes 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. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

CLATSOP COUNTY

By 

Name Cameron Moore
(printed)

Date 12-13-18

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By _____
Subrecipient's Legal Counsel

Date _____

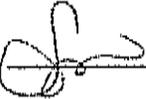
Subrecipient Program Contact:

Tiffany Brown
Director
Clatsop County Emergency Management
800 Exchange St; Ste 408
Astoria, OR 97103-4641
503-338-3774
tbrown@co.clatsop.or.us

Subrecipient Fiscal Contact:

Tiffany Brown
Director
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800 Exchange St; Ste 408
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503-338-3774
tbrown@co.clatsop.or.us

STATE OF OREGON, acting by and through its Oregon
Military Department, Office of Emergency Management

By 

Sonya Andron
Operations and Preparedness Section Manager, OEM

Date 12/19/18

APPROVED AS TO FORM

By Samuel B. Zeigler via email
Senior Assistant Attorney General

Date October 5, 2018

OEM Program Contact:

Sidra Metzger-Hines
Grants Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3661
sidra.metzgerhines@state.or.us

OEM Fiscal Contact:

Angela Creasey
Senior Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3316
angela.creasey@state.or.us

EXHIBIT B

Federal Requirements and Certifications

I. General. Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) program regulations and requirements.

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.213).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990).
- C. Compliance with Applicable Federal Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, the Federal Government in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including, without limitation:
 - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
 - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
 2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
 3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
 4. False Claims Act & Program Fraud Civil Remedies, 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. See 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
 5. Whistleblower Protection Act, 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
 6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to

demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds. Any project cost allocable to this Agreement may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons.

D. Non-discrimination and Civil Rights Compliance. Subrecipient, and all of its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
- b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
- c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
- d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
- e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
- f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
- g. If, during the past three years, Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subrecipient must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subrecipient, or Subrecipient settles a case or matter alleging such discrimination, Subrecipient must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.

E. Services to Limited English Proficient (LEP) Persons. Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance. National origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

F. Procurement of Recovered Materials. Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.

- G. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- H. Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.
- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.
- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.

- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PIH they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- Q. Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.
- R. Energy Policy and Conservation Act.** Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act
- S. Lobbying Prohibitions.** Subrecipient must comply with 31 USC §1352, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
- T. Terrorist Financing.** Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subrecipients to ensure compliance with the EO and laws.
- U. Faith-Based Organizations.** Subrecipient must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- V. National Environmental Policy Act.** Subrecipient must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipient to use all practicable means within its authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- W. Federal Leadership on Reducing Text Messaging while Driving.** Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities 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 ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences; and ii) maintain the insurance in full force throughout the duration of the subagreement. 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 OEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers' liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OEM. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence, (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"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 Subrecipient'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 OEM may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If OEM 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 Subrecipient 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. Subrecipient 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. **INSURANCE REQUIREMENT REVIEW.** Recipient agrees to periodic review of insurance requirements by ODOT under this Agreement and to provide updated requirements as mutually agreed upon by ODOT and Recipient.

ODOT ACCEPTANCE. All insurance providers are subject to ODOT acceptance. If requested by ODOT, Recipient shall provide complete copies of its Contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to ODOT's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D

Information required by 2 CFR 200.331(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): Clatsop County
 - (ii) Sub-recipient's DUNS number: 118455844
 - (iii) Federal Award Identification Number (FAIN): EMW-2018-SS-00072-S01
 - (iv) Federal Award Date: September 1, 2018
 - (v) Sub-award Period of Performance Start and End Date: From October 1, 2018 to September 30, 2020
 - (vi) Amount of Federal Funds Obligated by this Agreement: \$30,000
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement *: \$68,860
 - (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$68,860
 - (ix) Federal award project description: State Homeland Security Program Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
 - (x)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of Pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official: Andrew Phelps, Director – Oregon Office of Emergency Management, PO Box 14370, Salem, OR 97309-5062
 - (xi) CFDA Number and Name: 97.067 Homeland Security Grant Program
Amount: \$6,480,000
 - (xii) Is Award R&D? No
 - (xiii) Indirect cost rate for the Federal award: 0%
2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year.

1 IN THE BOARD OF COUNTY COMMISSIONERS
2
3 FOR CLATSOP COUNTY, OREGON
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5 In the Matter of Adjusting the FY2021-22)
6 Budget and Increasing Revenue and)
7 Appropriations for the Emergency Management) RESOLUTION AND ORDER
8 Budget due to a new grant award)
9

10 WHEREAS, Clatsop County has received an extension for a State
11 Homeland Security Grant Program totaling \$30,000 to purchase equipment and
12 hire a contractor to install emergency warning sirens in the Hammond and
13 Warrenton communities;
14

15 WHEREAS, adjustment in the current budget is necessary to properly
16 receive the revenue from said grant and make appropriations for the project, as
17 described in Schedule 'A' hereto and incorporated herein by reference, which
18 were not anticipated in the FY2021-22 budget preparation; and
19

20 WHEREAS, expenditure of supplemental grants is exempt from the
21 supplemental budget procedure under ORS 294.338(2), however, such
22 expenditure is lawful only after enactment of a Resolution and Order
23 appropriating such grant monies; now, therefore
24

25 IT IS HEREBY RESOLVED AND ORDERED that the FY2021-22 revenues
26 and appropriations for the Emergency Management Division fund be increased as
27 described in Schedule 'A', attached hereto and incorporated herein by reference.
28

29 APPROVED AND ADOPTED this 13th day of April, 2022.
30

31 BOARD OF COUNTY COMMISSIONERS
32 FOR CLATSOP COUNTY, OREGON
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36 _____
37 Mark Kujala, Chairperson
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1 SCHEDULE "A"

2
3 ADJUSTMENTS INVOLVING EXPENDITURE OF UNANTICIPATED GRANT REVENUE

4

5 <u>Organization Unit/Fund</u>	<u>Increase</u>	<u>Decrease</u>
6 Emergency Siren Installation (001/2750/82-2471)	\$ 30,000	
7 Emergency Siren Installation (001/2750/81-4340)	\$ 30,000	

8

9 Comment: The Emergency Management Division recently received an extension for a
10 State Homeland Security Grant (SHSG) grant in the amount of \$30,000 from the
11 Oregon Office of Emergency Management. The County will use the monies to purchase
12 replacement equipment and hire a contractor to install emergency warning sirens (given
13 to the City by the County) at the Warrenton/Hammond fire stations.

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Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 13, 2022

Agenda Title: Ordinance 22-03: Short-Term Rental Revisions – Clatsop County Code
Category: Public Hearing
Presented By: Gail Henrikson, Community Development Director

Issue Before the Commission: Conduct the first public hearing regarding Ordinance 22-03 to:

- Revise Chapter 5.12, Clatsop County Code, by amending short-term rental application, processing, and operating standards in unincorporated County outside of the AC-RCR zone
- Create Chapter 5.24, Clatsop County Code, to incorporate short-term rental application, processing, and operating standards for the AC-RCR zone.

Informational Summary:

BACKGROUND

On February 16, 2022, the Board of Commissioners directed staff to move forward with revisions to Ordinance 19-04, which establishes operating and licensing requirements for short-term rentals in unincorporated Clatsop County outside of Arch Cape. The Board also directed staff to draft revisions to the *Land and Water Development and Use Code* (LAWDUC), to expand add short-term rentals as a permitted use in residential zones and to transfer the Arch Cape short-term rental operating standards from the LAWDUC to the Clatsop County Code.

In response to the Board’s direction, staff has prepared amendments to Title 5 of the Clatsop County Code as detailed below. Revisions to the LAWDUC are addressed in Ordinance 22-01.

CHAPTER 5.12 PROPOSED REVISIONS

The following amendments are proposed to Chapter 5.12, which includes the operating standards for all short-term rental units outside of Arch Cape:

- **“Good Neighbor” Flyer:** Require posting in all STRs. The “Good Neighbor” flyer would address:
 - Emergency information regarding power outages, wildfires, landslides and tsunamis
 - quiet hours
 - parking requirements
 - speed limits

- garbage
- pet control and safety
- open burning/fires
- fireworks
- drones
- trespassing
- other issues as needed
- **Permit Transferability:** Prohibit transfer of STR permits. If an STR is sold, the new owners would be required to apply for a new permit and have new septic and building inspections.
- **Length of Permit:** Change permit expiration from 5 years to 2 years. Retain current \$550 fee.
- **Occupancy:** Base occupancy on septic capacity or an average of 2 persons per sleeping area up to a maximum of 14 persons
- **Complaint Process/Violations:** Create a tiered response by Code Compliance staff based upon level of severity. Life/safety violations and complaints would receive top priority
- **Penalties:** Creates a tiered penalty system based upon severity and number of confirmed violations.
- **Unsubstantiated Complaints:** Add language that would classify knowingly false or unsubstantiated complaints as a Class B violation and allow the County to fine persons who intentionally file a false complaint
- **Local Agent / Representative:**
 - Require 20-minute phone/text/email response time to contact renters in order to resolve the complaint
 - Require 60-minute physical response time for Level 1 and Level 2 complaints (over-occupancy; failing septic; operating without a permit)
 - Require 24-hour physical response time for Level 3 complaints (trash, parking, lighting, incorrect contact information)
 - Include language to acknowledge that response times may be affected by events outside the agent's control
- **Definitions:**
 - Revise the definition of "Dwelling Unit" to clarify that the residence must be a permanent structure
 - Revise the definition of "Enforcement Officer" to add "Code Compliance Specialist" as a person designated to enforce the provisions of Section 5.12
 - Revise definition of "Sleeping Area" to reference Oregon Residential Specialty Code emergency opening requirements
- **Emergency Information:** Require emergency info regarding power outages, fires and landslides, in addition to tsunamis
- **Code Citations:** Update code citations to remove references to the county zoning code in Section 5.12.050

CHAPTER 5.24

Per the advice of County Counsel, the operating standards for short-term rentals in Arch Cape, which are currently contained in Sections 5.4900-5.4970, LAWDUC, are being transferred to the Clatsop County Code. This would place all operating standards within the same document.

In addition to updating code citations, the proposed transfer necessitated the following revisions to ensure consistency with current permitting procedures:

- Remove requirement for property owners to hire an independent home inspector and instead require an application for certification from the Clatsop County Building Official. This inspection is included in the application fee.
- Remove requirement for STR owners to send notices to properties within 100 feet as the County now sends notice to property owners within 300 feet. Owners pay an established fee for this mailing.
- Remove language requiring annual renew of permit and reference two-year permit as proposed in Section 5.12.090

Fiscal Impact: None

Requested Action:

Conduct the first reading of Ordinance 22-03, open the public hearing and take testimony, and continue the matter to April 27, 2022.

Attachment List

- A. Ordinance 22-03
- B. [Written Public Comments](#)
- C. [September 24, 2021 Town Hall #1](#)
- D. [November 12, 2021 Town Hall #2](#)
- E. [January 22, 2022 Town Hall #3](#)

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

In the Matter of:

An Ordinance adopting amendments to Chapter 5.12, Clatsop County Code, to address application, processing and operating requirements for short-term rentals within unincorporated Clatsop County, excluding the AC-RCR zone; and creating Chapter 5.24, Clatsop County Code, to incorporate short-term rental application, processing and operating standards for the AC-RCR zone.

ORDINANCE NO. 22-03

Doc # _____

Recording Date: _____

RECITALS

WHEREAS, on February 11, 2004, the Clatsop County Board of Commissioners adopted Ordinance 03-13, establishing operating standards for short-term rentals in Arch Cape; and

WHEREAS, on May 24, 2017, the Clatsop County Board of Commissioners adopted Ordinance 17-02, amended operating standards for short-term rentals in Arch Cape; and

WHEREAS, on January 24, 2018, the Clatsop County Board of Commissioners adopted Ordinance 18-01, establishing regulations for short-term rentals in unincorporated Clatsop County, excluding Arch Cape; and

WHEREAS, on December 12, 2018, the Clatsop County Board of Commissioners adopted Ordinance 18-09, amending the processing and application requirements for short-term rentals within unincorporated Clatsop County, excluding Arch Cape; and

WHEREAS, on October 30, 2019, the Clatsop County Board of Commissioners adopted Ordinance 19-04, revising Ordinance 18-09 to address procedural and application requirements for short-term rentals, excluding Arch Cape; and

WHEREAS, staff from Assessment and Taxation, Community Development, and Public Health were assigned the responsibility of processing application packages; processing complaints and conducting health and safety inspections; and

WHEREAS, the County conducted town hall meetings on July 28, 2020, October 14, 2020, November 13, 2020, January 26, 2021, January 27, 2021, and January 28, 2021, to address short-term rental issues in various regions of the County; and

WHEREAS, on August 25, 2021, the Clatsop County Board of Commissioners approved a 120-day moratorium on the issuance of new short-term rental permits within unincorporated Clatsop County; and

WHEREAS, three public town hall meetings were held on September 24, 2021, November 12, 2021, and January 22, 2022, to obtain public input on proposed amendments to Ordinance 19-04; and

WHEREAS, the Clatsop County Board of Commissioners held work sessions on January 26 and February 16, 2022, to review the proposed amendments; and

WHEREAS, short-term rentals are a business activity subject to the county's authority to regulate business activity in the county and not a residential use; and

WHEREAS, unlike hotels, motels and bed and breakfasts, that are regulated, short-term rentals that are not regulated can result in occupancy issues, parking complaints, solid waste concerns or other types of problems that can occur with transient lodging; and

WHEREAS, short-term rentals may have a negative effect on neighborhoods by creating nuisances, including but not limited to, excessive numbers of parked vehicles interfering with access along public roadways and blocking private driveways, and litter migrating onto adjacent properties from untended solid waste receptacles; and

WHEREAS, public safety requires that occupancy levels and associated parking for short-term rentals be regulated to ensure adequate and safe passage on public roads for emergency vehicles; and

WHEREAS, the proposed revisions are intended to address public health concerns, codify existing procedures and clarify the process for both property owners and staff, resulting in a more efficient experience for all parties;

THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:

SECTION 1. ADOPTION

The Board of County Commissioners hereby adopts amendments to Chapter 5.12, Clatsop County Code as shown in Exhibit A, attached hereto and incorporated herein by this reference, and creates Chapter 5.24, Clatsop County Code as shown in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 2. SEPARABILITY

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

SECTION 3. CONFORMANCE OF STATE LAW

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

SECTION 4. INCONSISTENT PROVISIONS

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

SECTION 5. APPLICABILITY

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

SECTION 6. EFFECTIVE DATE

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

Approved this ___ day of April, 2022

THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

By _____
Mark Kujala, Chair

Date _____

By _____
Theresa Dursse, Recording Secretary

First Reading: April 13, 2022
Second Reading: _____
Effective Date _____

EXHIBIT A

Chapter 5.12

SHORT-TERM RENTALS **(EXCLUDING AC-RCR ZONE)**

Sections:

- 5.12.010 Short title.**
- 5.12.020 Purpose and findings.**
- 5.12.030 Separability.**
- 5.12.040 Conformance of state law.**
- 5.12.050 Inconsistent provisions.**
- 5.12.060 Applicability.**
- 5.12.070 Definitions.**
- 5.12.080 Standards.**
- 5.12.090 Permits required.**
- 5.12.100 Fees established.**
- 5.12.110 Complaints.**
- 5.12.120 Compliance, revocation and appeals.**

5.12.010 Short title.

This chapter shall be known as the “Clatsop County Short-Term Rental Ordinance” and may be cited and pleaded as such. (Ord. 2018-01 § 1)

5.12.020 Purpose and findings.

- A. The purpose of this chapter is to regulate short-term rentals in order to enhance public safety and livability within Clatsop County.
- B. The findings attached as Exhibit “A” to the ordinance codified in this chapter are incorporated herein by reference. (Ord. 2018-01 § 2)

5.12.030 Separability.

If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this chapter. (Ord. 2018-01 § 3)

5.12.040 Conformance of state law.

This chapter 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. (Ord. 2018-01 § 4)

5.12.050 Inconsistent provisions.

This chapter shall supersede, control and repeal any inconsistent provision of any County Ordinance as amended or any other regulations made by Clatsop County except **Chapter 5.24 of this code, which will take precedence within the Arch Cape Rural Community Zones. Sections 4.109 to 4.115 of the Clatsop 5.12.060 82-1 (Clatsop County Supp. No. 10, 6-18) County Land and Water Use Ordinance, which will take precedence within the Arch Cape Rural Community Overlay District.** (Ord. 2018-01 § 5)

5.12.060 Applicability.

This chapter shall apply within the unincorporated areas of Clatsop County including within urban growth boundaries, but shall not apply within the boundaries of any incorporated city. Provided, for short term rentals located within an urban growth boundary, and subject to an Urban Growth Boundary Management Agreement, the requirements in the Urban Growth Boundary Management Agreement will apply. This chapter does not apply to hotels, motels, bed and breakfast facilities, hostels, licensed or registered campgrounds or RV parks, or other traveler’s accommodation which are inspected and licensed pursuant to Oregon Administrative Rule. (Ord. 2018-01 § 6; Ord. 2018-09; Ord. 2019-04)

5.12.070 Definitions.

The following definitions apply to this chapter:

“Certified installer” means a person who is certified by DEQ to construct or install or oversee the construction or installation of onsite sewage disposal systems.

“Certified maintenance provider” means a person who is certified by DEQ to inspect, maintain, or certify or supervise maintenance on onsite systems using alternative treatment technologies, recirculating gravel filters, sand filters, or pressurized distribution systems.

“Cesspool” means a lined pit that receives raw sewage, allows separation of solids and liquids, retains the solids, and allows liquids to seep into the surrounding soil through perforations in the lining.

“Contact person” means the owner, or if designated on the application for a permit, the agent of the owner, authorized to act for the owner.

“DEQ” is the Oregon Department of Environmental Quality.

“Dwelling unit” ~~means one room, or rooms connected together.~~ A permanent structure constituting a separate independent housekeeping establishment for owner occupancy, or rental or lease on a weekly, monthly, or longer basis, and physically separated from any other rooms or dwelling units which may be in the same structure, and containing independent cooking, sleeping and sanitation facilities.

“Enforcement Officer” is the Building Official, Code Compliance Specialist, and/or person designated by the Clatsop County Manager to enforce the provisions of this chapter.

“Holding tank system” means an alternative system consisting of the combination of a holding tank, service riser, and level indicator (alarm), designed to receive and store sewage for intermittent removal for treatment at another location.

“On-site wastewater treatment system” means any existing or proposed subsurface onsite wastewater treatment and dispersal system, including, but not limited to, a standard subsurface, alternative, experimental, or non-water-carried sewage system.

“Owner” is the owner or owners of a short-term rental.

“Permit” means a short-term rental permit.

“Person” means every natural person, firm, partnership, association, social or fraternal organization, corporation, estate, trust, receiver, syndicate, branch of government or any other group or combination acting as a unit.

“Rental” means an agreement granting the use of a dwelling unit to a person. Use of a dwelling unit by a recorded owner or other person or persons without monetary consideration shall not be considered to be a rental under this chapter.

“Rented” means the use of a dwelling unit granted to a person in exchange for monetary consideration.

“Renter” is a person who rents a short-term rental.

“Serious fire or life safety risk” means a building code or ordinance violation involving those construction, protection and occupancy features necessary to minimize danger to life from fire, including smoke, fumes or panic as well as other considerations that are essential to life safety.

“Sewage disposal provider” means a person with a valid license issued by DEQ to perform those services.

“Short-term rental” is a dwelling unit (including any accessory guest house on the same property) that is rented to any person or entity for a period of up to 30 consecutive nights.

“Sleeping area” is a room or other space within a dwelling unit designed, intended or used for sleeping. fully enclosed habitable space within a dwelling unit designed, intended, or used for sleeping. The sleeping room shall have a permanent heat source and an emergency egress or rescue opening within the sleeping room itself. The emergency egress and rescue opening shall meet the minimum standards of the current Oregon Residential Specialty Code. Tents and recreational vehicles shall not be considered a sleeping area and shall not be used as a short-term rental unit. (Ord. 2018-01 § 7)

5.12.080 Standards.

All short-term rentals shall comply with the following standards:

- A. No more than one dwelling unit may be rented on a single lot or parcel.
- B. All applicable County transient room taxes shall be paid pursuant to County Code of Regulations Chapter 3.16.
- C. The hours of 10:00 p.m. until 7:00 a.m. the next day are required quiet time. Renters who violate this standard may be issued a citation and be subject to a fine pursuant to Clatsop County Code Chapter 8.12.
- D. The owner or contact person shall notify every renter, in writing, of the quiet times and that a renter may be fined for violations under this chapter.
- E. The owner or contact person shall attempt to contact a renter by phone, text, email and/or other method or in person within 20 minutes of receiving any complaint concerning the conduct of a renter.
- F. The current short-term rental permit and “Good Neighbor” flyer shall be permanently and prominently displayed inside and near the front entrance of the short-term rental and provided to adjacent property owners within 300 feet of the property, and shall list the following (Ord. 2018-09):
 - 1. The name, address, email and phone number of the owner and designated agent;
 - 2. The maximum occupancy and vehicle limits for the short-term rental unit;

3. Identification of the number and location of parking spaces available;
4. A map showing the property boundaries;
5. For properties within a tsunami inundation zone, the tsunami evacuation route.
6. Emergency information regarding power outages, wildfires and landslides, in addition to tsunamis
76. The County shall, within seven (7) calendar days of the issuance of the short-term rental permit, provide a copy of the permit, "Good Neighbor" flyer and contact information for the designated agent to property owners within 300 feet of the subject property. The property owner shall provide the required payment, as established by the Clatsop County Board of Commissioners. (Ord. 2018-09; Ord. 2019-04)

- G. The owner shall provide covered garbage containers that can be secured. All garbage must be placed and be kept in secured containers provided for that purpose. Containers shall not block access to the property or dwelling unit. Garbage shall be removed a minimum of one time per week unless the short-term rental is not rented. Owners shall provide guests with information about recycling opportunities.
- H. At least one functioning fire extinguisher shall be accessibly located on each floor within the dwelling unit.
- I. All plug-ins and light switches shall have face plates.
- J. The electrical panel shall have all circuits labeled.
- K. Ground fault circuit interrupter (GFCI) protected receptacles shall be provided at outdoor locations and at kitchen and bathroom sinks.
- L. A smoke detector must be provided and maintained in each sleeping area, outside each sleeping area in its immediate vicinity and in each additional story and basement without a sleeping area.
- M. All fireplaces, fireplace inserts and other fuel burning heat sources shall be properly installed and vented.
- N. All interior and exterior stairways with four or more steps and that are attached to the structure, must be equipped with a hand railing.
- O. All interior and exterior guardrails, such as deck railings, must be able to withstand a 200 pound impact force.
- P. Emergency Escape and Rescue Openings.
 1. Sleeping areas in premises rented as a short-term rental shall have at least one operable emergency escape and rescue opening. Sill height shall not be more than 44 inches above the floor. Openings shall open directly into a public way or to a yard or court that opens to a public way.
 2. Minimum net clear opening at grade floor openings shall be five square feet and 5.7 square feet at upper floors. Minimum net clear height is 24 inches and net clear width is 20 inches. If the emergency escape or rescue opening does not meet these standards, then an alternative may be accepted by the Clatsop County Building Official that meets the standards of the Oregon Residential Specialty Code.

3. A sleeping area in a short-term rental that lacks the required emergency escape opening, shall not be used as a sleeping area. Where equipped with a door, it shall remain locked at all times when the dwelling is being used as a short-term rental. Such a non-compliant sleeping area shall not be included in the maximum occupancy calculation for the short-term rental. The owner or contact person shall notify every renter, in writing, that the non-compliant sleeping area may not be used for sleeping.
- Q. Exterior hot tubs shall have adequate structural support and shall have a locking cover or other barrier to adequately protect against potential drowning when a hot tub is not available for permissive use.
 - R. The maximum occupancy for a short-term rental unit shall be calculated on the basis of **the lesser of either 1) the maximum onsite sanitary capacity, as approved by the Clatsop County Environmental Health Division, or 2) an average of three two persons per sleeping area plus an additional two persons in the rental unit, up to a maximum of 14 persons.** For the purpose of maximum occupancy, those under two years of age shall not be counted. Tents and recreational vehicles shall not be used to increase the number of people approved to occupy a short-term rental.
 - S. There shall be at least one off-street parking space available for each approved sleeping area in short term rental, plus one additional parking space. If otherwise permitted, trailers for boats and all-terrain vehicles will be allowed in available off-street parking spaces. Parking shall not, under any circumstances, hinder the path of any emergency vehicle. Renters may be cited and fined under existing state law in the event they park illegally.
 - T. The owner or contact person shall notify every renter in writing of the required off-street parking and other parking spaces available to serve the short-term rental.
 - U. A house number, visible from the street, shall be maintained.
 - V. If the property is not connected to a public sewer the on-site wastewater treatment system must be able to handle the capacity of the number of bedrooms of the home and the total number of occupants. The owner must either provide an existing system evaluation report for on-site wastewater systems completed by a DEQ qualified evaluator, or provide current DEQ records showing appropriate capacity. Cesspools are prohibited for use with short-term rentals. A holding tank may be used if the owner has a signed pumping contract with a DEQ licensed sewage disposal service, and an alarm system that meets DEQ requirements. (Ord. 2018-01 § 8)
 - W. The owner shall provide annual water sampling results for non-regulated water supplies, including private wells and springs. The results should include bacteria and nitrate levels, results for inorganic materials and volatile organic chemicals. (Ord. 2018-09)

5.12.090 Permits required.

- A. An owner shall obtain and maintain a current permit whenever a dwelling unit is used as a short term rental.
- B. **Within 90 days after the effective date of the ordinance codified in this chapter, Before commencing or continuing operation of a short-term rental** the owner **of each existing short term rental** shall apply for and pay the appropriate fee for a permit. Following receipt of a completed application, the required permit fee and supporting documents as listed on the application checklist, inspections will be scheduled by Clatsop County Environmental Health and Building

Codes Division. Upon final approval Clatsop County Environmental Health and Building Codes Division, a permit shall be issued to the owner which shall be good for **five two** years from the date issued, or such period as provided in subsection G. (Ord. 2018-09)

- C. Any new short-term rental owner shall obtain a permit prior to using **a dwelling** for that purpose.
- D. An application for a short-term rental permit shall be completed and submitted to Clatsop County by the owner of the short-term rental on forms provided by Clatsop County and shall include, or be followed by, the following information:
1. A list of all property owners of the short-term rental including names, address and telephone numbers. Property ownership, for the purposes of this chapter, shall consist of those persons listed on the Clatsop County tax records.
 2. An application for certification by the Clatsop County Building Official to verify that the short-term rental complies with standards found in section 5.12.080. (Ord. 2018-09)
 3. A **certification by development permit from** the Clatsop County Planning Department **verifying** that the proposed use is permitted in the zone where the building is located, **that all required parking is provided on-site**, and that no violations exist on the property. (Ord. 2018-09)
 4. The name, address and telephone numbers of a contact person who shall be responsible and authorized to respond to complaints concerning the use of the short-term rental.
 5. Proof of liability insurance coverage on the short-term rental.
 6. A statement that the owner of the short-term rental has met and will continue to comply with the standards and other requirements of this chapter.
 7. If the proposed short-term rental utilizes a non-public supply for potable water (i.e., well, cistern, etc.) applicant must submit water testing results for both bacteria and nitrates that have been taken within the last 90 days. The water testing results must be from a currently-licensed potable water testing lab in the State of Oregon. (Ord. 2019-04)
- E. When a certification application is received by the County Building Codes Division, the inspection will be scheduled for the next available regular inspection day. A permit shall not be issued until a short-term rental passes inspection. (Ord. 2018-09)
- F. The County will have inspection checklists available so that owners can determine what improvements, if any, will be needed before an inspection is scheduled. An owner should ensure that all items on the checklist have been completed prior to calling for an inspection. All re-inspections due to incomplete items will be subject to a re-inspection fee.
- G. All short-term rental permits shall be renewed every **five two** years on their application anniversary date and are subject to a permit fee on renewal. A permitted short-term rental shall be re-inspected every **five two** years of operation. An interim inspection will be required in the following cases:
1. There has been a fire, flood, **earthquake, landslide, tsunami** or other event that caused substantial damage to the structure;
 2. The permit was revoked; or
 3. There has been an addition or substantial modification to the structure.
- H. The short-term rental permit is **not** transferable. **New owners will be required to submit a new application pursuant to the requirements of this chapter.** **to a new owner, so long as the new owner submits a short term rental permit application and agrees in writing to comply with the requirements of this chapter.** (Ord. 2018-01 § 9)

- I. If the contact person of record for a short-term rental changes, the property owner shall notify the County within 30 days of the change. The County shall, within seven (7) calendar days of the receipt of notice of the change, provide a copy of the updated permit and contact information for the designated agent to property owners within 300 feet of the subject property. The property owner shall provide the required payment, as established by the Clatsop County Board of Commissioners. County staff shall also notify Code Compliance, Building Codes, and Public Health of any changes to the contact of record.

5.12.100 Fees established.

The Board of Commissioners of Clatsop County may, by Board Order, establish fees for applications for permits, licenses, appeals, and services provided for in this chapter. (Ord. 2018-01 § 10)

5.12.110 Complaints.

All complaints shall proceed as follows:

- A. The complaining party shall first attempt to communicate with short-term rental complaint hotline or the contact person designated on the permit and describe the problem.
- B. The contact person shall promptly respond to the complaint and make reasonable efforts to remedy any situation that is out of compliance with this chapter. The contact person shall respond to all complaints via phone, email, text and/or other method within 20 minutes. The contact person shall physically respond to complaints as required below:
1. Level 1 and Level 2 complaints: Physical response within 60 minutes.
 2. Level 3 complaints: Physical response within 24 hours.

Delayed responses due to traffic congestion/accidents and/or acts of nature will be considered on a case-by-case basis.

- C. If the response is not satisfactory to the complaining party initial contact does not resolve the complaint, the complaining party may lodge a complaint with the County by submitting a signed written complaint including the time, date and nature of the alleged violation. If photos or video are available, those may be included with the complaint form in order to document the violation. (Ord. 2019-04)
- D. The following receipt of a signed written complaint, the County may investigate and determinate determine whether a violation of this chapter has occurred. The property owner shall allow the County to inspect any records related to the short-term rental dwelling unit upon request of the County.
- ~~E. If a violation is found to have occurred, the County may take enforcement action or issue a citation for the violation, pursuant to Section 5.12.120. (Ord. 2018-01 § 11)~~
- E. Short-term rental complaints shall be investigated based on the following priorities:

1. Level 1
 - i. Septic Violations
 - ii. Operation without a permit
2. Level 2
 - i. Over-occupancy
3. Level 3 (General code violations not inherent to STRs)
 - i. Parking violations

- ii. Lighting violations
- iii. Garbage complaints
- iv. Outdated contact information
- 4. Level 4 (activities outside the jurisdiction of Code Compliance shall be referred to the appropriate enforcement agency):
 - i. Trespassing
 - ii. Animal complaints
 - iii. Burning/fires without a permit or in violation of burn bans
 - iv. Noise

F. If a violation is determined to have occurred a Notice of Violation or a Notice of Warning may be issued, based upon the priority level of the complaint.

G. If the alleged complaint is not observed by the Code Compliance Specialist; or is determined not to have occurred; or if the complaint has been resolved, the complaint shall be logged, the result noted, and the case file shall be closed. Notices of Warning or Violation shall not be issued for complaints that are not observed, are determined not to have occurred, or that have been resolved prior to the County Code Compliance Specialist visiting the property.

H. Unsubstantiated Complaints and False Reporting. The County may impose a fine for filing a false complaint regarding the condition, operation, or conduct of occupants of a short-term rental or their guests. Per Section 1.11.010, Clatsop County Code, the submittal of a false complaint is a Class B violation and may be subject to fines as specified in Section 1.11.010(C).

5.12.120 Compliance, revocation and appeals.

A. Compliance.

1. Owners of short-term rental units shall comply with this chapter and obey all applicable ordinances and regulations of the County, and shall be subject to the enforcement and penalty proceedings contained in this chapter.
2. If a violation of this chapter is found by the County Enforcement Officer Code Compliance Specialist to have occurred, the County may issue a citation pursuant to Clatsop County Code Chapter 1.11, or initiate enforcement action pursuant to Clatsop County Code Chapter 1.12.
3. In addition to any other remedy allowed under Chapters 1.11 and 1.12 of the Clatsop County Code, the County Enforcement Officer Code Compliance Specialist may: (a) attach conditions to the existing short-term rental permit; (b) require another inspection; (c) suspend the short-term rental permit until conditions are met; or (d) revoke the short-term rental permit.

B. Suspension or Revocation of Permit.

Permits may be suspended or revoked based upon the following:

1. If there have been three or more separate violations (i.e., occurring on three separate dates) of this chapter related to the same short-term rental within one year, or if the property owner fails to submit required water testing results on an annual basis, the property owner's short term rental permit shall be revoked. (Ord. 2018-09)
2. Level 1 violations shall result in the immediate suspension of the short-term rental permit and/or immediate cessation of use of the dwelling unit as a short-term rental.
3. Issuance of the first Notice of Violation may result in the permit being flagged and the permit holder being placed on a 90-day probation period.
4. Issuance of the second Notice of Violation within 365 days of the first Notice of Violation may result in the suspension of the short-term rental permit for 90 days. A mandatory

reinspection shall be required to reinstate the permit. The cost of the reinspection fee shall be paid by the property owner.

5. Issuance of the third Notice of Violation within 365 days of the first Notice of Violation may result in the suspension of the short-term rental permit for 90 days. A mandatory reinspection shall be required to reinstate the permit. The cost of the reinspection fee shall be paid by the property owner.
6. Issuance of the fourth Notice of Violation with 365 days of the first Notice of Violation may result in revocation of the short-term rental permit for one year. A mandatory reinspection shall be required to reinstate the permit. The cost of the reinspection fee shall be paid by the property owner.
7. Issuance of two Notices of Warning within a 90-day period may result in the permit being flagged and the permit holder being placed on a 30-day probation period.
8. Issuance of three Notices of Warning within a 90-day period may result in the suspension of the short-term rental permit for 30 days. A mandatory reinspection shall be required to reinstate the permit. The cost of the reinspection fee shall be paid by the property owner.
9. Issuance of four or more Notices of Warning within a 90-day period may result in the revocation of the short-term rental permit for 365 days. A mandatory reinspection shall be required to reinstate the permit. The cost of the reinspection fee shall be paid by the property owner.

2. Emergency Revocation.

- a. In the sole discretion of the County Building Official, when a building code ~~or ordinance~~ violation exists at a short-term rental that presents an immediate serious fire or life safety risk, the County Building Official may immediately revoke the short-term rental permit as a fire or life safety risk. The Building Official shall provide written documentation (in layman’s terms) of the violation, and notification of a property owner’s right to appeal, prior to leaving the inspection site. (Ord. 2018-09)
- b. In the sole discretion of the County Public Health Director, when annual water testing results indicate that testing levels may precipitate an acute public hazard, the County Public Health Director may immediately revoke the short-term rental permit as a public safety risk. The Public Health Director shall provide written documentation (in layman’s terms) of the hazard, and notification of a property owner’s right to appeal. (Ord. 2018-09)
- c. Upon an emergency revocation, the short-term rental shall not be rented or used as short term rental unless the revocation is lifted and the permit reinstated or a new short-term rental permit is obtained.
- d. At any time following the emergency revocation of a short-term rental permit pursuant to this subsection, the County Building Official may reinstate the permit upon a re-inspection by the County Building Official verifying that the subject building code ~~or ordinance~~ violation has been corrected.
- e. Notice of any conditions, suspension, or revocation established by the Enforcement Official shall be delivered by personal service or certified mail to the address of the property owner on the permit ~~and to the contact of record~~. The notice shall contain a provision on the appeal rights and date by which an appeal must be filed.
- f. Should a short-term rental permit be revoked, the owner may not obtain any short-term rental permit sooner than one year after the date of revocation.

C. Appeal.

1. If an application for a permit or the renewal of a permit is denied, or an owner disagrees with a decision of the County ~~Enforcement Officer~~ Code Compliance Specialist, the owner may appeal the decision to a hearings officer by filing a request with the County ~~Enforcement Officer~~ Code Compliance Specialist within 20 days of the date of the notice of conditions,

suspension or revocation. The appearance by the property owner, hearing procedure, and decision of the hearings office shall follow the process of Clatsop County Code Sections 1.12.140 through 1.12.160. If an application for a permit or renewal of a permit is denied, or a permit is revoked, the owner may appeal to the Board of County Commissioners by written notice delivered within 30 days of denial or revocation by the hearings officer.

2. Except in cases of an emergency revocation by the Building Official or Public Health Director, a short-term rental may continue to operate unless and until a permit is otherwise revoked in a final decision. (Ord. 2018-09)

D. **Costs.** Any property owner found in violation of the provisions of this chapter shall be required to reimburse the County for its costs of enforcement including reimbursement of staff time, investigation costs, mailings, service fees, mileage and other costs related to the investigation and prosecution of the violation in question.

E. **Additional Remedies.** The provisions of this section are in addition to and not in lieu of any other enforcement and penalty remedies contained in this chapter or other County ordinance or State law. (Ord. 2018-01 § 12)

EXHIBIT B

Chapter 5.24

SHORT-TERM RENTALS (AC-RCR ZONE)

Sections:

5.24.010 Purpose.

5.24.020 Permit required.

5.24.030 Short-term rental permit application requirements.

5.24.040 Short-term rental standards.

5.24.050 Conformity Required; Display of Permits.

5.24.060 Compliance, Hearings, and Penalties.

5.24.010 Purpose.

The purpose of this section is to regulate short-term rentals to enhance livability and safety in the Arch Cape and Coastal Residential zone neighborhoods. Rentals of a short-term dwelling unit shall be limited to either a minimum period of seven (7) nights or, if for fewer than seven (7) nights, then to no more than one rental within a seven (7) night period. Use of a short-term rental by a record owner of a property shall not be considered to be a rental under this section.

5.24.020 Permit Required.

An owner shall obtain a revocable short-term rental permit whenever a dwelling unit (as defined in Section 1.0500, LAWDUC) is to be used for short-term rental purposes and shall comply with the requirements of the County's transient room tax ordinance.

1. A short-term rental permit shall be obtained prior to using the unit as a short-term rental.
2. Short-term rental permits are issued and renewed per Section 5.12.090(G) of this code.
3. Short-term rental permits are non-transferable, new owners will be required to attain new permits.
4. The short-term rental permit does not relieve the owner of the obligation to pay county room taxes.
5. If the terms of the short-term rental permit are not met, the short-term rental permit may be revoked and the owner subject to penalties per Section 5.24.060.

5.24.030 Short-Term Rental Permit Application Requirements.

An application for a short-term rental permit shall be completed on the form provided by the County and shall provide the following information:

- 1) A list of all the property owners of the short-term rental including names, addresses and telephone numbers. Property ownership, for the purposes of this section, shall consist of those individuals who are listed on the Clatsop County Assessor's tax records.
- 2) The applicant shall provide proof of payment for county room taxes annually pursuant to County Code Chapter 3.16.
- 3) An application for certification by the Clatsop County Building Official to verify that the short-term rental complies with standards found below:
 - A. There shall be one functioning smoke detector in each sleeping room, with a minimum of two functioning smoke detectors in each dwelling unit. There shall also be one Functioning fire extinguisher at each exit;
 - B. Exterior doors shall be operational. All passageways to exterior doors shall be clear and unobstructed.
 - C. Electrical systems shall be serviceable with no visible defects or unsafe conditions.
 - D. All fireplaces, fireplace inserts or other fuel burning heaters and furnaces shall be vented

and properly installed.

E. Each sleeping room shall have an exterior exit that opens directly to the outside, or an emergency escape or rescue window.

F. The number of sleeping rooms within the short-term rental, as defined in Section 5.24.040(4).

G. The number of parking spaces on the subject property that meet the standards of Section 5.24.040(5).

4) A site plan, drawn to scale, showing the location of buildings and required parking.

5) The name, address and telephone number of a contact person, who shall be responsible, and authorized, to act on the owner's behalf to promptly remedy any violation of these standards.

6) The contact person may be the owner or the designated agent who shall serve as a contact person.

7) Statement that the applicant has met and will continue to comply with the standards in this section.

8) Other information as requested by the County.

5.24.040 Short Term Rental Standards.

All short-term rentals shall meet the following standards:

1) A Short-Term Rental dwelling unit shall be limited to either a minimum period of seven (7) nights or, if for fewer than seven (7) nights, then to no more than one rental within a seven (7) night period.

2) One rental (as defined in Section 1.0500, LAWDUC) per lot or parcel, excluding a caretaker residing in the Residence or ADU. A Guesthouse is **not** considered a dwelling unit and shall not be rented separately.

3) All applicable County room taxes shall be paid pursuant to County Code Chapter 3.16.

4) The maximum occupancy for each short term rental unit shall be calculated on the basis of two (2) persons per sleeping room plus an additional four (4) persons, up to a maximum of fourteen (14) persons. For this purpose, a sleeping room is defined as fully- enclosed habitable space with a heat source, and an emergency escape or rescue opening.

5) Off-street parking shall be used if physically available and comply with Section 3.0050-Section 3.0100, LAWDUC, applicable to single family or two family dwellings. On-street parking shall be used only when off-street parking spaces are not physically available. Parking is "physically available" when a garage or driveway can be emptied or materials removed so as to allow for the parking. The owner shall notify every renter in writing of these requirements and shall advise the renter where the off-street parking spaces to serve the unit are located. If on-street parking must be used, the renter shall use the parking along the frontage of the rental unit.

6) A house number visible from the street shall be maintained.

7) Provisions shall be made for weekly garbage removal during rental periods. Garbage containers shall be secured with tight-fitting covers at all times to prevent leakage, spilling or littering and placed where they are not clearly visible from the street except between 5 am on the day prior to pickup and 5 pm on the day of pickup.

Section 5.24.050 Conformity Required; Display of Permits.

1) The issuance of the short-term rental permit shall be subject to the continued compliance with the requirements of this section.

2) The current short-term rental permit shall be permanently and prominently displayed inside and near the front entrance of the short term rental. The County shall provide a copy of the permit to property owners within 300 feet of the property, and shall list the following:

A. The name, address and phone number of the owner and designated agent;

B. The maximum occupancy and vehicle limits for the short-term rental unit;

C. Identification of the number and location of parking spaces available;

D. A statement regarding how the parking standards under Section 5.24.040(5) are to be met;

- E. A statement that it is illegal to leave litter on the beach (OAR 736-021-0090(4));
 - F. A statement that all fires on the beach must be extinguished before leaving the site of the fire (OAR 736-021-0120(4));
 - G. A statement that the short term rental permit may be revoked for violations;
 - H. A statement regarding how the garbage removal standards under Section 5.24.040(7) are to be met; and
 - I. Such other information as may be required by the County.
- 3) The owners are responsible to ensure that current and accurate information is provided to the County.

5.24.060 Compliance, Hearings and Penalties.

Owners of Short-Term Rental Units shall obey all applicable ordinances and regulations of the County and shall be subject to the enforcement and penalty proceedings contained in the applicable County Ordinances. Any property owner who operates a Short-Term Rental in violation of this section may be subject to the abatement and penalty provisions of ORS 203.065, 203.810, and ordinances adopted under the Clatsop County Charter. The enforcement provisions of Clatsop County Code Compliance Ordinance, Chapter 1.12 of the Clatsop County Code shall also apply, except where modified by this section. The following process shall be followed in the event of a complaint alleging a violation of this section or a permit issued under this section:

- 1) The complaining party shall first attempt to contact the contact person designated on the permit and the notice posted on the Short-Term Rental, describe the problem and indicate the desired remedy.
- 2) The contact person shall promptly respond to the complaint and remedy any situation that is out of compliance with this section or permit.
- 3) If the response is not satisfactory to the complaining party, the complaining party may lodge a complaint with the County by submitting a written complaint including the time, date and nature of the alleged violation. The property owner shall allow the County to inspect any records related to the short-term rental dwelling unit upon request of the County.
- 4) The County may initiate enforcement under Chapter 1.12 of the Clatsop County Code.
- 5) In addition to any other remedy allow under Chapter 1.12 of the Clatsop County Code, the hearings body may do any of the following:
 - (A) Take no action on the request for the revocation of the short-term rental permit;
 - (B) Attach conditions to the existing short-term rental permit;
 - (C) Require a new home inspection under Section 5.24.030(3);
 - (D) Suspend the short-term rental permit;
 - (E) Revoke the short-term rental permit; and/or
 - (F) Prohibit an owner from obtaining a short-term rental permit for a period of up to five (5) years.
- 6) Should a permit be revoked, the owner may not obtain any short-term rental permit sooner than one year after the date of revocation.
- 7) Any property owner found in violation of the provisions of this ordinance shall be required to reimburse the County for its costs of enforcement including reimbursement of staff time, investigation costs, mailings, service fees, mileage and other costs related to the investigation and prosecution of the violation in question.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 13, 2022

Agenda Title: Ordinance 22-01: Short-Term Rental Revisions - LAWDUC

Category: Public Hearing

Presented By: Gail Henrikson, Community Development Director

Issue Before the Commission: Conduct the first public hearing regarding Ordinance 22-01 amending the Clatsop County Land and Water Development and Use Code by:

- Revising Article 4 – Zone Regulations, to add short-term rentals as a Type I permitted use to specific zones
- Repealing Sections 5.4900-5.4970, LAWDUC, related to short-term rental operating standards in Arch Cape
- Revising Section 4.0620(12) to update code citations

Informational Summary: On February 16, 2022, the Clatsop Board of County Commissioners directed staff to prepare an ordinance that would add short-term rentals as a permitted use in unincorporated residential zones. Staff prepared the requested revisions as directed by the Board and presented the item to the Planning Commission on March 8, 2022. More detailed background information is included as **Exhibit B**.

At its March 8 meeting, the Planning Commission approved the following recommendations to the Board of Commissioners:

- Allow STRs in the AC-RCR, TC, GC, NC, RCC, RSA-MFR, and RC-MFR zones as a Type IIA use (Approved 5-2, with Planning Commissioners Kraushaar and Johnson dissenting)
- Support staff recommendations, but establish a limit on the number of future STRs at a level to be determined (Motion failed 3-4, with Planning Commissioners Orr, Farrarr, Powers, and Gardner dissenting)
- Repeal Sections 5,4900-5.4970 and revise Section 4.2620(12), LAWDUC (Approved 7-0)

The table below details the difference between the proposed amendments presented by staff as directed by the Board and the recommendation of the Planning Commission. The table also includes estimated costs to enact the Planning Commission’s recommendations.

TABLE 1: RECOMMENDATION COMPARISON MATRIX		
	STAFF RECOMMENDATION	PLANNING COMMISSION RECOMMENDATION
PROPOSED AMENDMENT	Allow STRs in the following zones: <ul style="list-style-type: none"> • AC-RCR • TC • GC • NC • RCC • RSA-MFR • RC-MFR • RCR • KS-RCR • RSA-SFR • CBR • CR • SFR-1 • RA-1 • RA-2 • RA-5 • RA-10 	Allow STRs in the following zones: <ul style="list-style-type: none"> • AC-RCR • TC • GC • NC • RCC • RSA-MFR • RC-MFR
POTENTIAL FISCAL IMPACT	\$0	See Table 2 below
PROPOSED AMENDMENT	Allow STRs as a Type I use: <ul style="list-style-type: none"> • no public notice; • no public hearing • included in \$550 STR permit application fee 	Allow as a Type IIA use: <ul style="list-style-type: none"> • mandatory public hearing • \$1,500 non-refundable application fee in addition to \$550 STR permit fee; • published notice; • mailed public notice; • sign posted on property; • applicant-neighborhood meeting (optional)
POTENTIAL FISCAL IMPACT	\$0	<ul style="list-style-type: none"> • Additional staff time per STR application: 5 HR • Total Staff Time for 77 STR cases: 385 HR • Total Staff Time Cost: \$22,330 • Hearings Officer Cost: \$207/HR

		<ul style="list-style-type: none"> • Total Hearings Officer Cost for 77 1-hour hearings: \$15,939 • Cost per sign: \$55 • 77 Additional signs: \$4,235 • Postage: \$13.75/ hearing average • Total postage for 77 hearings: \$1,059 • Newspaper Ads: \$155-250 per legal ad • Total cost 77 newspaper ads: \$11,935-\$19,250
PROPOSED AMENDMENT	Repeal Sections 5.4900-5.4970	Repeal Sections 5.4900-5.4970
POTENTIAL FISCAL IMPACT	\$0	\$0
PROPOSED AMENDMENT	Revise Section 4.0620(12) to indicate that the operating standards have been transferred to the Clatsop County Code	Revise Section 4.0620(12) to indicate that the operating standards have been transferred to the Clatsop County Code
POTENTIAL FISCAL IMPACT	\$0	\$0
TOTAL POTENTIAL FISCAL IMPACT	\$0	\$55,498 - \$62,813
COST PER CASE	\$0	\$720.75 - \$815.75

If the Board chooses to implement the Planning Commission's recommendations, staff would recommend that the additional costs be transferred to the short-term rental applicant.

In addition to the immediate costs under the Planning Commission's recommendations that would be incurred by Community Development, there would be transient room tax that would also be potentially be lost as permits expired and were not able to be renewed. These estimated costs are detailed in Table 2.

TABLE 2: TRANSIENT ROOM TAX ESTIMATES
Current # of Licensed STRs: 186 (as of September 24, 2021)
FY 2020/21 Transient Room Tax (TRT) ¹: \$937,223
STR Permits That Could Renew Under Staff Recommendation: 180 ²
STR Permits That Could Renew Under PC Recommendation: 77
Potential TRT Generated Under PC Recommendation: \$438,043
Potential TRT Loss Under PC Recommendation: \$499,181

¹ FY 20/21 reported transient room tax

² STRs in resource zones would not be eligible to renew

Source: Clatsop County Assessment Taxation

NOTE: This table does not assume any new applications for dwellings that are not currently licensed as an STR.

Ordinance 22-01, which is included in the April 13 agenda package, has been drafted to reflect the direction give to staff by the Board on February 16. Should the Board determine that all or some of the Planning Commission’s recommendations should be incorporated into the ordinance, staff will need to re-advertise the ordinance and schedule two new public hearing dates.

Fiscal Impact:

Estimated: \$554,679 - \$561,994. This does not include the costs of any future litigation associated with adoption of Ordinance 22-01

Requested Action:

Conduct the first reading of Ordinance 22-01 as submitted, open the public hearing and take testimony, and continue the matter to April 27, 2022.

Attachment List

- A. Ordinance 22-01
- B. Background Memo (March 1, 2022)
- C. [March 8, 2022 Planning Commission Meeting Video](#)
- D. [Written Public Comments](#)
- E. [September 24, 2021 Town Hall #1](#)
- F. [November 12, 2021 Town Hall #2](#)
- G. [January 22, 2022 Town Hall #3](#)

EXHIBIT A

Ordinance 22-01

**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 and Article 5 – Special Districts, to address short-term rentals.

ORDINANCE NO. 22-01

Doc # _____

Recording Date: _____

RECITALS

WHEREAS, on February 11, 2004, the Clatsop County Board of Commissioners adopted Ordinance 03-13, establishing operating standards for short-term rentals in Arch Cape; and

WHEREAS, on May 24, 2017, the Clatsop County Board of Commissioners adopted Ordinance 17-02, amended operating standards for short-term rentals in Arch Cape; and

WHEREAS, on January 24, 2018, the Clatsop County Board of Commissioners adopted Ordinance 18-01, establishing regulations for short-term rentals in unincorporated Clatsop County, excluding Arch Cape; and

WHEREAS, on December 12, 2018, the Clatsop County Board of Commissioners adopted Ordinance 18-09, amending the processing and application requirements for short-term rentals within unincorporated Clatsop County, excluding Arch Cape; and

WHEREAS, on October 30, 2019, the Clatsop County Board of Commissioners adopted Ordinance 19-04, revising Ordinance 18-09 to address procedural and application requirements for short-term rentals, excluding Arch Cape; and

WHEREAS, staff from Assessment and Taxation, Community Development, and Public Health were assigned the responsibility of processing application packages; processing complaints and conducting health and safety inspections; and

WHEREAS, the County conducted town hall meetings on July 28, 2020, October 14, 2020, November 13, 2020, January 26, 2021, January 27, 2021, and January 28, 2021, to address short-term rental issues in various regions of the County; and

WHEREAS, on August 25, 2021, the Clatsop County Board of Commissioners approved a 120-day moratorium on the issuance of new short-term rental permits within unincorporated Clatsop County; and

WHEREAS, three public town hall meetings were held on September 24, 2021, November 12, 2021, and January 22, 2022, to obtain public input on proposed amendments to Ordinance 19-04; and

WHEREAS, the Clatsop Board of County of Commissioners held work sessions on January 26 and February 16, 2022, to review the proposed amendments; and

WHEREAS, short-term rentals are a business activity subject to the county's authority to regulate business activity in the county and not a residential use; and

WHEREAS, the LAWDUC only species short-term rentals as a permitted use in the Arch Cape Rural Community Residential (AC-RCR) zone; and

WHEREAS, the Clatsop Board of County Commissioners has identified other zones where short-term rental units should be permitted: and

WHEREAS, the Clatsop Board of County Commissioners has determined that short-term rental units in single-family dwellings should be permitted in the RCR, RSA-SFR, RC-MFR, RSA-MFR, RCC, CBR, CR, SFR-1, RA-1, RA-2, RA-5, RA-10, NC, GC, and TC zones; and

WHEREAS, the Clatsop Board of County Commissioners has determined that the operating standards for Arch Cape should be transferred to Title 5 – Business Regulations of the Clatsop County Code;

THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:

SECTION 1. ADOPTION

The Board of County Commissioners hereby adopts amendments to Land and Water Development and Use Code (LAWDUC) Article 4 – Zoning Regulations as shown in Exhibit A, attached hereto and incorporated herein by this reference, and hereby adopts amendments to LAWDUC Article 5 – Special Districts as shown in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 2. SEPARABILITY

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

SECTION 3. CONFORMANCE OF STATE LAW

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

SECTION 4. INCONSISTENT PROVISIONS

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

SECTION 5. APPLICABILITY

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

SECTION 6. EFFECTIVE DATE

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

Approved this ___ day of April, 2022

THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

By _____
Mark Kujala, Chair

Date _____

By _____
Theresa Dursse, Recording Secretary

First Reading: April 13, 2022
Second Reading: _____
Effective Date _____

EXHIBIT A

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 4.0610. Purpose and Intent

The Arch Cape RCR zone is intended to accommodate the immediate and foreseeable demand for low density housing in Clatsop County's rural communities. This zone has been developed with the purpose to: (1) Allow residential development that is compatible with rural communities that wish to maintain a primarily single family rural residential character, (2) do not adversely impact adjacent resource lands, (3) allow for minimum lot sizes and densities, that will provide for an ultimate build out that is more commensurate with actual physical, and (4) environmental constraints, and the availability of community water and sewer facilities, and may provide for non-residential uses that are small in scale, intended for the needs of the local community or for people traveling through the rural community, and are compatible with surrounding uses.

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.

- 1) One family dwelling.
- 2) Accessory Dwelling Unit (ADU) per section 1.0500.
- 3) Guest House per section 1.0500.
- 4) Accessory buildings per section 1.0500 are permitted only as follows:
 - (A) In conjunction with, or following the permitting or lawful establishment of the principal use on the same tract. Accessory buildings are limited to uninhabitable spaces such as detached garages, storage buildings, garden sheds, greenhouses, shops, etc.
 - (B) Accessory buildings in this zone shall be subordinate in size to the primary dwelling.
- 5) Signs only as follows, subject to the provisions of Section 3.0130:
 - (A) Temporary signs.
 - (B) Nameplates.

- 6) Handicapped housing facility as defined in Section 1.0500.
- 7) Home occupation, Limited.
- 8) Low intensity recreation.
- 9) Utilities, maximum utilization of existing easements and rights-of-way shall be made.
- 10) Health hardship pursuant to Section 3.0180, no public notice required.
- 11) Temporary uses including use of a Recreational Vehicle during construction phase, subject to the provisions of Section 2.8200.
- 12) Short term rental subject to the provisions of Section 5.4910 standards in Chapter 5.24, Clatsop County Code.
- 13) Land transportation facilities as specified in Section 4.0300 with the exception of new public or private road development, See Section 4.0630(12).

SECTION 4.0700. MILES CROSSING, JEFFERS GARDENS AND WESTPORT RURAL COMMUNITY RESIDENTIAL ZONE (RCR)

Section 4.0710. Purpose and Intent

The Miles Crossing, Jeffers Gardens and Westport RCR zone is intended to accommodate the immediate and foreseeable demand for low density housing in Clatsop County rural communities. This zone has been developed with the purpose to: (1) allow residential development that is compatible with rural communities that wish to maintain a primarily single family rural residential character, (2) do not adversely impact adjacent resource lands, e.g. farm or forest, (3) allow for minimum lot sizes and densities, that will provide for an ultimate build out that is more commensurate with actual physical, and environmental constraints, and the availability of community water and sewer, and (4) may provide for non-residential uses that are small in scale, intended for the needs of the local community or for people traveling through the rural community, and are compatible with surrounding uses.

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:

- 1) One family dwelling.
- 2) Accessory Dwelling Unit (ADU) per Section 1.0500.
- 3) Guesthouse per Section 1.0500.
- 4) Accessory buildings per Section 1.0500 are permitted only as follows:
 - (A) In conjunction with, or following the permitting or lawful establishment of the principal use on the same tract. Accessory buildings are limited to uninhabitable spaces such as detached garages, storage buildings, garden sheds, greenhouses, shops, etc.
- 5) Signs only as follows:
 - (A) Temporary signs, subject to the provisions of Section 3.0130
 - (B) Nameplates subject to the provisions of Section 3.0130.
- 6) Handicapped housing facility as defined in Section 1.0500.
- 7) Home occupation, Limited.
- 8) Low intensity recreation.
- 9) Utilities, maximum utilization of existing easements and rights-of-way shall be made.
- 10) Farm use.
- 11) Roadside stand for farm products grown on the premises, subject to provisions of Sections 3.9520 and 3.9540.
- 12) Health hardship pursuant to Section 3.0190, no public notice required.
- 13) Temporary uses including use of a Recreational Vehicle during construction phase, subject to the provisions of Section 2.8200.
- 14) Land transportation facilities as specified in Section 4.0300.
- 15) **Short term rental subject to the standards in Chapter 5.12, Clatsop County Code.**

SECTION 4.1000. KNAPPA AND SVENSEN RURAL COMMUNITY RESIDENTIAL ZONE (KS-RCR).

Section 4.1010. Purpose and Intent

The Knappa and Svensen RCR zone is intended to accommodate the immediate and foreseeable demand for low density housing in Clatsop County rural communities. This zone has been developed with the purpose to: (1) allow residential development that is compatible with rural communities that wish to maintain a primarily single family rural residential character, (2) do not adversely impact adjacent resource lands, (3) allow for minimum lot sizes and densities, that will provide for an ultimate build out that is more commensurate with actual physical, and environmental constraints, and the availability of community water and do not exceed the carrying capacity of the property absorb waste, and (4) may provide for non-residential uses that are small in scale, intended for the needs of the local community or for people traveling through the rural community, and are compatible with surrounding uses.

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.

- 1) One family dwelling.
- 2) Accessory Dwelling Unit (ADU) per Section 1.0500.
- 3) Guesthouse per Section 1.0500.
- 4) Accessory buildings per Section 1.0500 are permitted only as follows:
 - (A) In conjunction with, or following the permitting or lawful establishment of the principal use on the same tract. Accessory buildings are limited to uninhabitable spaces such as detached garages, storage buildings, garden sheds, greenhouses, shops, etc.
- 5) Signs only as follows:
 - (A) Temporary signs subject to the provisions of Section 3.0130.
 - (B) Nameplates subject to the provisions of Section 3.0130.
- 6) Handicapped housing facility as defined in Section 1.0500.
- 7) Home occupation, Limited.
- 8) Low intensity recreation.
- 9) Utilities, maximum utilization of existing easements and rights-of-way shall be made.
- 10) Farm use.
- 11) Roadside stand for farm products grown on the premises, subject to provisions of Section 3.9520- 3.9540.
- 12) Health hardship pursuant to Section 3.0190, no public notice required.
- 13) Temporary uses including use of a Recreational Vehicle during construction phase, subject to the provisions of Section 2.8200.
- 14) Land transportation facilities as specified in Section 4.0300.
- 15) **Short term rental subject to the standards in Chapter 5.12, Clatsop County Code.**

SECTION 4.1100. RURAL SERVICE AREA-SINGLE FAMILY RESIDENTIAL ZONE (RSA-SFR)

Section 4.1110. Purpose

The RSA-SFR zone is intended to accommodate the foreseeable demand for single family residential development in areas where public facilities such as sewer, fire protection and water are available or planned in Rural Service Areas (RSA).

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.

- 1) One family dwelling per lot.
- 2) Guesthouse per Section 1.0500.
- 3) Accessory buildings are permitted only as follows:
 - (A) In conjunction with, or following the permitting or lawful establishment of the principal use on the same tract. Accessory buildings are limited to uninhabitable spaces such as detached garages, storage buildings, garden sheds, greenhouses, shops, etc.
- 4) Limited home occupation.
- 5) Utilities in conjunction with a permitted use.
- 6) Low intensity recreation.
- 7) Public or private neighborhood park or playground.
- 8) Signs subject to the provisions of Section 3.0130.
- 9) Temporary uses subject to the provisions of Section 2.8200.
- 10) Handicapped housing facility.
- 11) Land transportation facilities as specified in Section 4.0300.
- 12) **Short term rental subject to the standards in Chapter 5.12, Clatsop County Code.**

SECTION 4.1200 RURAL COMMUNITY MULTI-FAMILY RESIDENTIAL ZONE (RC-MFR)

Section 4.1210. Purpose

The RC-MFR zone is intended to provide areas suitable for various types of residential development at a rural community density in areas where public facilities such as sewer, fire protection and water are available, or were historically developed with mobile home parks, manufactured home parks and multi-family housing.

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.

- 1) One family dwelling.
- 2) Accessory Dwelling Unit (ADU) per Section 1.0500.
- 3) Guesthouse per Section 1.0500.
- 4) Accessory buildings are permitted only as follows:
 - (A) In conjunction with, or following the permitting or lawful establishment of the principal use on the same tract. Accessory buildings are limited to uninhabitable spaces such as detached garages, storage buildings, garden sheds, greenhouses, shops, etc.
- 5) Two family dwelling (duplex).
- 6) Accessory buildings are permitted only as follows:
 - (A) In conjunction with, or following the permitting or lawful establishment of the principal use on the same tract. Accessory buildings are limited to uninhabitable spaces such as detached garages, storage buildings, garden sheds, greenhouses, shops, etc.
- 7) Mobile home subject to the provisions in Section 3.4100.
- 8) Limited home occupation.
- 9) Utilities, maximum utilization of existing easements and rights-of-way shall be made.
- 10) Low intensity recreation.
- 11) Public or private neighborhood park or playground.
- 12) Signs only as follows:
 - (A) Temporary signs, subject to provisions of Section 3.0130.
 - (B) Nameplates subject to the provisions of Section 3.0130.
- 13) Temporary uses subject to the provisions of Section 2.8200.
- 14) Cluster developments subject to the provisions of Section 3.3000.
- 15) Handicapped housing facility.
- 16) Communication facilities subject to the standards in Section 3.9400.
- 17) Land transportation facilities as specified in Section 4.0300.
- 18) **Short term rental subject to the standards in Chapter 5.12, Clatsop County Code.**

SECTION 4.1300. RURAL SERVICE AREA - MULTI-FAMILY RESIDENTIAL ZONE (RSA-MFR)

Section 4.1310. Purpose

The RSA-MFR zone is intended to provide areas suitable for various types of residential development at an urban density in areas where public facilities such as sewer, fire protection and water are available or planned in Rural Service Areas (RSA).

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.

- 1) One family dwelling or two family dwelling (duplex) per lot.
- 2) Guesthouse per Section 1.0500.
- 3) Accessory buildings are permitted only as follows:
 - (A) In conjunction with, or following the permitting or lawful establishment of the principal use on the same tract. Accessory buildings are limited to uninhabitable spaces such as detached garages, storage buildings, garden sheds, greenhouses, shops, etc.
- 4) Mobile home subject to the provisions in Section 3.4100.
- 5) Limited home occupation.
- 6) Minor utilities.
- 7) Low intensity recreation.
- 8) Public or private neighborhood park or playground.
- 9) Signs subject to the provisions of Section 3.0130.
- 10) Temporary uses subject to the provisions of Section 2.8200.
- 11) Handicapped housing facility.
- 12) Communication facilities subject to the standards in Section 3.9400.
- 13) Land transportation facilities as specified in Section 4.0300.
- 14) **Short term rental subject to the standards in Chapter 5.12, Clatsop County Code.**

SECTION 4.1400. RURAL COMMUNITY COMMERCIAL ZONE (RCC)

Section 4.1410 Purpose and Intent

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

Section 4.1420. Development and Use Permitted

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

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

SECTION 4.2200. COASTAL BEACH RESIDENTIAL ZONE (CBR)

Section 4.2210. Purpose

The CBR zone is intended to accommodate the immediate foreseeable demand for low density residential development in the area commonly known as Surf Pines. Surf Pines covers an area of approximately 1-1/2 square miles and is located south of the community of Sunset Beach and west of Neacoxie Lake and Creek. Surf Pines is an area committed to low density rural residential development. This zone is a Goal 14 exceptions area.

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.

- 1) One family dwelling.
- 2) Guesthouse per Section 1.0500.
- 3) Accessory buildings are permitted only as follows:
 - (A) In conjunction with, or following the permitting or lawful establishment of the principal use on the same tract. Accessory buildings are limited to uninhabitable spaces such as detached garages, storage buildings, garden sheds, greenhouses, shops, etc.
- 1) Limited home occupation.
- 2) Public or private neighborhood park or playground.
- 3) Utilities, maximum utilization of existing easements and rights-of-way shall be made.
- 4) No sign except for:
 - (A) Temporary signs subject to the provisions of Section 3.0130.
 - (B) Nameplates subject to the provisions of Section 3.0130.
- 5) Handicapped housing facility.
- 6) Cluster development subject to the provisions of Sections 3.3000-3.3050.
- 7) Low intensity recreation.
- 8) Land transportation facilities as specified in Section 4.0300.
- 9) **Short term rental subject to the standards in Chapter 5.12, Clatsop County Code.**

SECTION 4.2300. COASTAL RESIDENTIAL ZONE (CR)

Section 4.2310. Purpose

The CR zone is intended to encourage residential and very limited recreation development in the Southwest Coastal planning area primarily where commitments to such development have been made through existing subdivision, partitioning or development, of where the anticipated magnitude or density of development will not require more than a very basic level of services. This zone is a Goal 14 exceptions area.

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.

- 1) One family dwelling per lot.
- 2) Guesthouse per Section 1.0500.
- 3) Accessory buildings are permitted only as follows:
 - (A) In conjunction with, or following the permitting or lawful establishment of the principal use on the same tract. Accessory buildings are limited to uninhabitable spaces such as detached garages, storage buildings, garden sheds, greenhouses, shops, etc.
- 4) Limited home occupation.
- 5) Low intensity recreation.
- 6) Public or private neighborhood park or playground.
- 7) Cluster development subject to the provisions of Section 3.3000.
- 8) Signs subject to provisions of Clatsop County Section 3.0130.
- 9) Handicapped housing facility.
- 10) Accessory uses as follows:
 - (A) In conjunction with, or following the permitting or lawful establishment of the primary use on the same lot or parcel to include, but not limited to detached garages, storage buildings, or other non-agricultural farm uses.
- 11) Utilities, maximum utilization of existing easements and rights-of-way shall be made.
- 12) Land transportation facilities as specified in Section 4.0300.
- 13) **Short term rental subject to the standards in Chapter 5.12, Clatsop County Code.**

SECTION 4.2400. SINGLE FAMILY RESIDENTIAL-1 ZONE (SFR-1)

Section 4.2410. Purpose

The SFR-1 zone is intended to accommodate the immediate foreseeable demand for low density rural housing in areas where commitments to such uses have already been made through existing subdivisions, partitioning, development and availability of public services (i.e. fire, protection/ community water system). The zone is intended for those areas that have development or will develop having little or no farm uses and houses constructed in a traditional manner, and tracts of land sold on a lot-by-lot basis together with some typical subdivision development. This zone is a Goal 14 exceptions area.

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.

- 1) One family dwelling.
- 2) Guesthouse per Section 1.0500.
- 3) Accessory buildings are permitted only as follows:
 - (A) In conjunction with, or following the permitting or lawful establishment of the principal use on the same tract. Accessory buildings are limited to uninhabitable spaces such as detached garages, storage buildings, garden sheds, greenhouses, shops, etc.
- 4) Limited home occupation.
- 5) Public or private neighborhood park or playground.
- 6) No signs except for:
 - (A) Temporary signs subject to the provisions of Section 3.0130.
 - (B) Name plates subject to the provisions of Section 3.0130.
- 7) Handicapped housing facility.
- 8) Low intensity recreation.
- 9) Utilities, maximum utilization of existing easements and rights-of-way shall be made.
- 10) Land transportation facilities as specified in Section 4.0300.
- 11) **Short term rental subject to the standards in Chapter 5.12, Clatsop County Code.**

SECTION 4.2500. RESIDENTIAL-AGRICULTURE-1 ZONE (RA-1)

Section 4.2510. Purpose

The RA-1 zone is intended to accommodate the immediate foreseeable demand for low-density rural residential development in areas where commitments to such uses have already been made through existing subdivision, partitioning, development and availability of public services (fire protection, community water system and roads). In areas contiguous with RA-2 or Urban Growth Boundary residential zones or similar city zone designations, the RA-1 zone is intended to be a transitional zoning district between the AF, F-80, and EFU zones and is the same as the RA-2 zone, with the conversion of such lands to higher density residential use occurring in an orderly and economical manner.

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.

- 1) One family dwelling.
- 2) Guesthouse per Section 1.0500.
- 3) Accessory buildings per are permitted only as follows:
 - (A) In conjunction with, or following the permitting or lawful establishment of the principal use on the same tract. Accessory buildings are limited to uninhabitable spaces such as detached garages, storage buildings, garden sheds, greenhouses, shops, etc.
- 4) Limited home occupations.
- 5) Farm use.
- 6) Roadside stand for farm products grown on the premises.
- 7) Forestry.
- 8) Low intensity recreation.
- 9) Public or private neighborhood park or playground.
- 10) Horticultural nursery.
- 11) Temporary uses subject to the provisions of Section 2.8200.
- 12) Handicapped housing facility.
- 13) Utilities, maximum utilization of existing easements and rights-of-way shall be made.
- 14) Health hardship dwelling subject to the standards in Section 3.0190.
- 15) Communication facilities subject to the standards in Section 3.9400.
- 16) Land transportation facilities as specified in Section 4.0300.
- 17) **Short term rental subject to the standards in Chapter 5.12, Clatsop County Code.**

SECTION 4.2600. RESIDENTIAL-AGRICULTURE-2 ZONE (RA-2)

Section 4.2610. Purpose.

The RA-2 zone is intended to accommodate the immediate foreseeable demand for very low density rural residential development where commitments to such uses have already been made through existing subdivision, partitioning or development, or in selected, small areas having unique scenic quality and other development that will not require more than a very basic level of services (fire protection or community water). In areas contiguous with the SFR or RA-1 or any Urban Growth Boundary area the RA-2 zone is intended to be a transitional zone between the AF, F-80, EFU zones and said residential zone, with conversion of such lands to higher density residential use occurring in an orderly and economical manner.

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.

- 1) One family dwelling.
- 2) Guesthouse per Section 1.0500.
- 3) Accessory buildings are permitted only as follows:
 - (A) In conjunction with, or following the permitting or lawful establishment of the principal use on the same tract. Accessory buildings are limited to uninhabitable spaces such as detached garages, storage buildings, garden sheds, greenhouses, shops, etc.
- 4) One mobile home per lot subject to standards in Section 3.4100.
- 5) Limited home occupation.
- 6) Utilities, maximum utilization of existing easements and rights-of-way shall be made.
- 7) Farm use.
- 8) Roadside stand for farm products grown on the premises.
- 9) Forestry.
- 10) Low intensity recreation.
- 11) Public or private neighborhood park or playground.
- 12) Horticultural nursery.
- 13) Temporary uses subject to the provisions of Section 2.8200.
- 14) Handicapped housing facility.
- 15) Health hardship dwelling, subject to the standards in Section 3.0190.
- 16) Communication facilities subject to the standards in Section 3.9400.
- 17) Land transportation facilities as specified in Section 4.0300.
- 18) **Short term rental subject to the standards in Chapter 5.12, Clatsop County Code.**

SECTION 4.2700. RESIDENTIAL-AGRICULTURE-5 ZONE (RA-5)

Section 4.2710. Purpose.

The RA-5 zone is intended to accommodate the immediate foreseeable demand for very low density rural residential development in designated outlying areas where commitments to such uses have already been made through existing subdivision, partitioning, or development, or in selected small areas having unique scenic, locational and other suitable site qualities. The RA-5 zone is intended to be applied to land where the anticipated magnitude or density of development will not require more than a very basic level of services, such as single local road access, individual domestic wells and sewage disposal systems. The very low density limitation of the RA-5 zone is also based on prevailing lot sizes, limited or undetermined domestic water sources, or limitations of soil conditions for subsurface sewage disposal.

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.

- 1) One family dwelling per lot.
- 2) Guesthouse per Section 1.0500.
- 3) Accessory buildings are permitted only as follows:
 - (A) In conjunction with, or following the permitting or lawful establishment of the principal use on the same tract. Accessory buildings are limited to uninhabitable spaces such as detached garages, storage buildings, garden sheds, greenhouses, shops, etc.
- 4) One mobile home per lot subject to standards in Section 3.4100.
- 5) Limited home occupation.
- 6) Minor utilities.
- 7) Farm use.
- 8) Roadside stand for farm products grown on the premises.
- 9) Forestry.
- 10) Low intensity recreation.
- 11) Public or private neighborhood park or playground.
- 12) Horticultural nursery.
- 13) Two family dwelling (duplex) subject to Section 4.2770, (1)(A).
- 14) Temporary uses subject to the provisions of Section 2.8200.
- 15) Handicapped housing facility.
- 16) Health hardship dwelling, subject to the standards in Section 3.0190.
- 17) Communication facilities subject to the standards in Section 3.9400.
- 18) Land transportation facilities as specified in Section 4.0300.
- 19) **Short term rental subject to the standards in Chapter 5.12, Clatsop County Code.**

SECTION 4.2800. RESIDENTIAL-AGRICULTURE-10 ZONE (RA-10)

Section 4.2810. Purpose

The RA-10 zone is intended to accommodate the immediate foreseeable demand for very low density rural residential development in outlying areas where commitments to such uses have already been made through existing subdivision, partitioning, development, or in selected small areas having unique scenic, locational and other suitable site qualities. The RA-10 zone is intended to be applied to land where the anticipated magnitude or density of development will not require more than a very basic level of services, such as single local road access, individual domestic wells and sewage disposal systems. The low density limitation of the RA-10 zone is also based on prevailing lot sizes, limited or undetermined domestic water sources, or limitations of soil conditions for subsurface sewage disposal.

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.

- 1) One family dwelling per lot.
- 2) Guesthouse per Section 1.0500.
- 3) Accessory buildings per Section 1.0500 are permitted only as follows:
 - (A) In conjunction with, or following the permitting or lawful establishment of the principal use on the same tract. Accessory buildings are limited to uninhabitable spaces such as detached garages, storage buildings, garden sheds, greenhouses, shops, etc.
- 4) One mobile home per lot subject to standards in Section 3.4100.
- 5) Limited home occupation.
- 6) Minor utilities.
- 7) Farm use.
- 8) Roadside stand for farm products grown on the premises.
- 9) Forestry.
- 10) Low intensity recreation.
- 11) Public or private neighborhood park or playground.
- 12) Horticultural nursery.
- 13) Two family dwelling (duplex) per Section 4.2770(1)(A).
- 14) Temporary uses per Section 2.8200.
- 15) Handicapped housing facility.
- 16) Health hardship dwelling, subject to the standards in Section 3.0190.
- 17) Communication facilities subject to the standards in Section 3.9400.
- 18) Land transportation facilities as specified in Section 4.0300.
- 19) **Short term rental subject to the standards in Chapter 5.12, Clatsop County Code.**

SECTION 4.2900. NEIGHBORHOOD COMMERCIAL ZONE (NC)

Section 4.2910. Purpose

In addition to the purposes listed in the policies of the Comprehensive Plan, the purpose of the Neighborhood Commercial zone (NC) is to provide for small concentrations of retail and commercial service surrounding rural areas; to stabilize existing commercial districts; to contribute to community identify and to protect adjacent residences and resources from adverse hazards, noise, glare, traffic congestion and other effects. New commercial uses are those defined under state law as “small-scale, low impact” with building or buildings not to exceed 3,000 square feet of floor area, unless determined through review that large buildings are intended to serve the surrounding rural area or the travel needs of the people passing through the area. Expansion of an existing commercial use resulting in building or buildings exceeding 3,000 square feet of floor area are appropriate when the use is intended to serve the surrounding rural area or the travel needs of people passing through the area.

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.

- 1) Handicapped housing facility.
- 2) Bed & breakfast establishment subject to the standards in Section 3.8030-3.8050.
- 3) Utilities, maximum utilization of existing easements and rights-of-way shall be made.
- 4) Land transportation facilities as specified in Section 4.0300.
- 5) **Short term rental subject to the standards in Chapter 5.12, Clatsop County Code.**

SECTION 4.3000. GENERAL COMMERCIAL ZONE (GC)

Section 4.3010. Purpose and Intent

The purpose of the GC zone is to provide for commercial developments which require large land area including outdoor merchandise display and storage and for wholesale and heavier commercial developments not suitable for location in other commercial zones; and to reserve land along major thoroughfares for developments which require high traffic volumes and prominent visible locations. New commercial uses are those defined under state law as “small- scale, low impact” with building or buildings not to exceed 3,000 square feet of floor area, unless determined through review that large buildings are intended to serve the surrounding rural area or the travel needs of the people passing through the area. Expansion of an existing commercial use resulting in building or buildings exceeding 3,000 square feet of floor area are appropriate when the use is intended to serve the surrounding rural area, or the travel needs of people passing through the area.

Section 4.3020. Application

The GC zone is to be applied on major roads adjacent to or within rural communities.

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.

- 1) Bed & breakfast establishment subject to the standards in Sections 3.8030-3.8050.
- 2) Splitting and sale of firewood.
- 3) Public or private neighborhood park or playground.
- 4) Golf driving range.
- 5) Low intensity recreation.
- 6) Boat ramps subject to Sections 5.4100-5.4170 for areas identified as Coastal Shorelands in the Comprehensive Plan.
- 7) Utilities, maximum utilization of existing easements and rights-of-way shall be made.
- 8) Land transportation facilities as specified in Section 4.0300.
- 9) **Short term rental subject to the standards in Chapter 5.12, Clatsop County Code.**

SECTION 4.3100. TOURIST COMMERCIAL ZONE (TC)

Section 4.3110. Purpose

The Tourist Commercial (TC) zone is intended to provide for accommodations and facilities serving tourists, the motoring public and other travelers; to provide basic services for permanent and seasonal residents; and to concentrate commercial development in appropriate areas so as to maintain the efficiency of major roads. New commercial uses are those defined under state law as “small-scale, low impact” with building or buildings not to exceed 3,000 square feet of floor area, unless determined through review that large buildings are intended to serve the surrounding rural area or the travel needs of the people passing through the area. Expansion of an existing commercial use resulting in building or buildings exceeding 3,000 square feet of floor area are appropriate when the use is intended to serve the surrounding rural area or the travel needs of people passing through the area.

Section 4.3120. Application

The TC zone is to be applied at central intervals on major roads in areas with high recreation or tourist uses; adjacent to or within communities; and in similar areas with intensive tourist use.

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.

- 1) Residential developments in association with a development that is permitted or conditional such as a dwelling for the owner or operator of a commercial development.
- 2) Handicapped housing facility.
- 3) Bed & breakfast establishment subject to the standards in Sections 3.8030-3.8050.
- 4) Public or private neighborhood park or playground.
- 5) Golf driving range.
- 6) Low intensity recreation.
- 7) Boat ramps subject to Section 5.4100-5.4170 for areas identified as Coastal Shorelands in the Comprehensive Plan.
- 8) Utilities, maximum utilization of existing easements and rights-of-way shall be made.
- 9) Land transportation facilities as specified in Section 4.0300.
- 10) **Short term rental subject to the standards in Chapter 5.12, Clatsop County Code.**

EXHIBIT B

ARTICLE 5.
SPECIAL PURPOSE DISTRICTS

SECTION 5.0000. SPECIAL PURPOSE DISTRICTS

A special purpose district is an overlay district which may be combined with any portion of any zone as appropriate to the purpose of the district. The regulations of a special purpose district may add to or modify the requirements of the underlying zone and the regulations of the special purpose district and the zone shall all apply. Where the requirements of a special purpose overlay district and the underlying base zone conflict, the regulations that are more restrictive shall control. The boundaries of special purpose districts are shown on the Clatsop County Land and Water Development Map and Columbia River Estuary Resource Base Maps. These maps are hereby adopted by this reference as a part of this Ordinance.

Each special purpose district and the abbreviated designation suffix are listed in Table 5.1.

SECTION 5.4900. ARCH CAPE RURAL COMMUNITY OVERLAY DISTRICT (RCO)

SECTION 5.4910. ARCH CAPE SHORT TERM (VACATION) RENTALS

~~This section regulates the short-term rental of dwelling units within the Arch Cape Rural Community Overlay District.~~

Section 5.4920. Purpose

~~The purpose of this section is to regulate short-term rentals to enhance livability and safety in the Arch Cape residential neighborhoods. Rentals of a short-term dwelling unit shall be limited to either a minimum period of seven (7) nights or, if for fewer than seven (7) nights, then to no more than one rental within a seven (7) night period. Use of a short-term rental by a record owner of a property shall not be considered to be a rental under this section.~~

Section 5.4930. Permit Required

~~An owner shall obtain a revocable short-term rental permit whenever a dwelling unit (as defined in Section 1.0500) is to be used for short-term rental purposes and shall comply with the requirements of the County's transient room tax ordinance (No. 90-7).~~

- ~~1. A short-term rental permit shall be obtained prior to using the unit as a short-term rental.~~
- ~~2. Short-term rental permits are issued & renewed annually by July 1st of the given year.~~
- ~~3. Short-term rental permits are non-transferable, new owners will be required to attain new permits or register in accordance with 5.4930(2) above.~~
- ~~4. The short-term rental permit does not relieve the owner of the obligation to pay county room taxes.~~
- ~~5. If the terms of the short-term rental permit are not met, the short-term rental permit may be revoked and the owner subject to penalties per Section 5.4970.~~

Section 5.4940. Short-Term Rental Permit Application Requirements

~~An application for a short-term rental permit shall be completed on the form provided by the County and shall provide the following information:~~

- ~~1) A list of all the property owners of the short-term rental including names, addresses and~~

~~Ordinance 22-01: Short-Term Rentals – LAWDUC Amendments~~

~~First Reading: April 13, 2022~~

~~TBD~~

telephone numbers. Property ownership, for the purposes of this section, shall consist of those individuals who are listed on the Clatsop County Assessor's tax records.

- 2) ~~The applicant shall provide proof of payment for county room taxes annually pursuant to County Code Chapter 39.~~
- 3) ~~Completion of the inspection section of the application form by an Oregon Certified Home Inspector as defined by ORS 701.005(4), based on a visual inspection to certify the following:~~
 - A. ~~Compliance with the following standards:~~
 1. ~~There shall be one functioning smoke detector in each sleeping room, with a minimum of two functioning smoke detectors in each dwelling unit. There shall also be one Functioning fire extinguisher at each exit;~~
 2. ~~Exterior doors shall be operational. All passageways to exterior doors shall be clear and unobstructed.~~
 3. ~~Electrical systems shall be serviceable with no visible defects or unsafe conditions.~~
 4. ~~All fireplaces, fireplace inserts or other fuel burning heaters and furnaces shall be vented and properly installed.~~
 5. ~~Each sleeping room shall have an exterior exit that opens directly to the outside, or an emergency escape or rescue window.~~
 - B. ~~The number of sleeping rooms within the short-term rental, as defined in Section 5.4950(4).~~
 - C. ~~The number of parking spaces on the subject property that meet the standards of Section 5.4950(5).~~
 - D. ~~Inspection certifications shall be valid for a period of five (5) years and shall expire June 30th of the 5th year. Additionally, Inspection certificates shall be required whenever modifications requiring a building permit are made to the dwelling unit(s).~~
- 4) ~~A site plan, drawn to scale, showing the location of buildings and required parking.~~
- 5) ~~The name, address and telephone number of a contact person, who shall be responsible, and authorized, to act on the owner's behalf to promptly remedy any violation of these standards.~~
- 6) ~~The contact person may be the owner or the designated agent who shall serve as a contact person.~~
- 7) ~~Statement that the applicant has met and will continue to comply with the standards in this section.~~
- 8) ~~Other information as requested by the County.~~

Section 5.4950. Short Term Rental Standards

All short-term rentals shall meet the following standards:

- 1) ~~A Short-Term Rental dwelling unit shall be limited to either a minimum period of seven (7) nights or, if for fewer than seven (7) nights, then to no more than one rental within a seven (7) night period.~~
- 2) ~~One rental (as defined in Section 1.0500) per lot or parcel, excluding a caretaker residing in the Residence or ADU. A Guesthouse is **not** considered a dwelling unit and shall not be rented separately.~~
- 3) ~~All applicable County room taxes shall be paid pursuant to County Code Chapter 39.~~
- 4) ~~The maximum occupancy for each short term rental unit shall be calculated on the basis of two (2) persons per sleeping room plus an additional four (4) persons, up to a maximum of fourteen (14) persons. For this purpose, a sleeping room is defined as fully-~~

~~enclosed habitable space with a heat source, and an emergency escape or rescue opening.~~

- ~~5) Off-street parking shall be used if physically available and comply with Section 3.0050-Section 3.0100 applicable to single family or two family dwellings. On-street parking shall be used only when off-street parking spaces are not physically available. Parking is "physically available" when a garage or driveway can be emptied or materials removed so as to allow for the parking. The owner shall notify every renter in writing of these requirements and shall advise the renter where the off-street parking spaces to serve the unit are located. If on-street parking must be used, the renter shall use the parking along the frontage of the rental unit.~~
- ~~6) A house number visible from the street shall be maintained.~~
- ~~7) Provisions shall be made for weekly garbage removal during rental periods. Garbage containers shall be secured with tight-fitting covers at all times to prevent leakage, spilling or littering and placed where they are not clearly visible from the street except between 5 am on the day prior to pickup and 5 pm on the day of pickup.~~

Section 5.4960. Conformity Required; Display of Permits

- ~~1) The issuance of the short-term rental permit shall be subject to the continued compliance with the requirements of this section.~~
- ~~2) The current short-term rental permit shall be permanently and prominently displayed inside and near the front entrance of the short-term rental and provided to adjacent property owners within 100 feet of the property, and shall list the following:
 - ~~A. The name, address and phone number of the owner and designated agent;~~
 - ~~B. The maximum occupancy and vehicle limits for the short-term rental unit;~~
 - ~~C. Identification of the number and location of parking spaces available;~~
 - ~~D. A statement regarding how the parking standards under Section 5.4950(4) are to be met;~~
 - ~~E. A statement that it is illegal to leave litter on the beach (OAR 736-021-0090(4));~~
 - ~~F. A statement that all fires on the beach must be extinguished before leaving the site of the fire (OAR 736-021-0120(4));~~
 - ~~G. A statement that the short-term rental permit may be revoked for violations;~~
 - ~~H. A statement regarding how the garbage removal standards under Section 5.4950(6) are to be met; and~~
 - ~~I. Such other information as may be required by the County.~~~~
- ~~3) The owners are responsible to ensure that current and accurate information is provided to the County.~~

Section 5.4970. Compliance, Hearings and Penalties

~~Owners of Short-Term Rental Units shall obey all applicable ordinances and regulations of the County and shall be subject to the enforcement and penalty proceedings contained in the applicable County Ordinances. Any property owner who operates a Short-Term Rental in violation of this section may be subject to the abatement and penalty provisions of ORS 203.065, 203.810, and ordinances adopted under the Clatsop County Charter. The enforcement provisions of Clatsop County Code Compliance Ordinance, Section 38 of the Clatsop County Code shall also apply, except where modified by this section. The following process shall be followed in the event of a complaint alleging a violation of this section or a permit issued under this section:~~

- ~~1) The complaining party shall first attempt to contact the contact person designated on the permit and the notice posted on the Short-Term Rental, describe the problem and indicate the desired remedy.~~
- ~~2) The contact person shall promptly respond to the complaint and remedy any situation that is out of compliance with this section or permit.~~
- ~~3) If the response is not satisfactory to the complaining party, the complaining party may lodge a complaint with the County by submitting a written complaint including the time, date and nature of the alleged violation. The property owner shall allow the County to inspect any records related to the short-term rental dwelling unit upon request of the County.~~
- ~~4) The County may initiate enforcement under Section 38 of the Clatsop County Code.~~
- ~~5) In addition to any other remedy allow under Section 38 of the Clatsop County Code, the hearings body may do any of the following:
 - ~~(A) Take no action on the request for the revocation of the short-term rental permit;~~
 - ~~(B) Attach conditions to the existing short-term rental permit;~~
 - ~~(C) Require a new home inspection under Section 5.4940(3);~~
 - ~~(D) Suspend the short-term rental permit;~~
 - ~~(E) Revoke the short-term rental permit; and/or~~
 - ~~(F) Prohibit an owner from obtaining a short-term rental permit for a period of up to five (5) years.~~~~
- ~~6) Should a permit be revoked, the owner may not obtain any short-term rental permit sooner than one year after the date of revocation.~~
- ~~7) Any property owner found in violation of the provisions of this ordinance shall be required to reimburse the County for its costs of enforcement including reimbursement of staff time, investigation costs, mailings, service fees, mileage and other costs related to the investigation and prosecution of the violation in question.~~

EXHIBIT B

March 1, 2022 Background Memo



Clatsop County – Land Use Planning

TO: Clatsop County Planning Commissioners
FROM: Gail Henrikson, AICP, CFM, Community Development Director
DATE: March 1, 2022
RE: **ORDINANCE 22-01: SHORT-TERM RENTALS**

REQUEST

- Revise Article 4 of the Clatsop County Land and Water Development and Use Code (LAWDUC) to include short-term rentals as a Type I use in the following zones:
 - 4.0720: Miles Crossing, Jeffers Gardens and Westport Rural Community Residential (RCR)
 - 4.1020: Knappa and Svensen Rural Community Residential (KS-RCR)
 - 4.1120: Rural Service Area - Single Family Residential (RSA-SFR)
 - 4.1220: Rural Community Multi-Family Residential (RC-MFR)
 - 4.1320: Rural Service Area – Multi-Family Residential (RSA-MFR)
 - 4.1420: Rural Community Commercial (RCC)
 - 4.2220: Coastal Beach Residential (CBR)
 - 4.2320: Coastal Residential (CR)
 - 4.2420: Single Family Residential-1 (SFR-1)
 - 4.2520: Residential – Agriculture-1 (RA-1)
 - 4.2620: Residential – Agriculture-2 (RA-2)
 - 4.2720: Residential – Agriculture-5 (RA-5)
 - 4.2820: Residential – Agriculture-10 (RA-10)
 - 4.2920: Neighborhood Commercial (NC)
 - 4.3030: General Commercial (GC)
 - 4.3130: Tourist Commercial (TC)
- Repeal Sections 5.4900-5.4970, which contain the Arch Cape short-term rental operating standards (these standards will be relocated to Chapter 5.24, Clatsop County Code)
- Revise Section 4.0620(12) to indicate that the operating standards are located in the Clatsop County Code

BACKGROUND

In 2003, Clatsop County adopted Ordinance 03-13, which established short-term rental operating standards for the Arch Cape area. Those standards addressed parking, occupancy and application procedures. While short-term rental units operated throughout the entire unincorporated county, these standards only applied to properties in the Arch Cape overlay. In 2017, revisions were made to the Land and Water Development and Use Ordinance

eliminate the Arch Cape overlay district and the short-term rental operating standards were incorporated into the Arch Cape Rural Community Residential (AC-RCR) zoning district (Ordinance 17-02). Again, while short-term rental units were in operation throughout the entire county, these specific standards only applied to rentals AC-RCR zone.

In January 2018, the Board adopted Ordinance 18-01, which enacted operating standards for short-term rental units throughout unincorporated Clatsop County. Ordinance 18-01 only applied to rental units outside of the Arch Cape area, which continued to operate under its own separate ordinance. Ordinance 18-01 included provisions regarding occupancy and parking and also incorporated health and safety requirements. When originally drafted, the intent was to eventually merge the Arch Cape short-term rental ordinance and Ordinance 18-01 into one unified set of standards that would be applied to all vacation rentals in unincorporated Clatsop County. Since January 2018, Ordinance 18-01 has been amended twice (Ordinance 18-09 and Ordinance 19-04). These revisions were primarily to supplement and clarify the application process and did not make changes to the parking, occupancy or health/safety provisions in the ordinance.

In July 2020, staff began hosting quarterly short-term rental meetings in the Falcon Cove, Arch Cape and Clatsop Plains areas of the county. The meetings were in response to the increasing number of short-term rental complaints being received by Code Compliance staff. The purpose of the meetings was to:

- explain how the code compliance process worked,
- allow staff the opportunity to hear directly from residents and rental owners, and
- increase communication between residents and rental owners in the community.

A total of seven meetings were conducted between July 2020 and January 2021.

Based upon input staff received during the quarterly meetings and upon staff's firsthand experience with implementing the short-term rental ordinance, staff prepared a list of recommended changes to the short-term rental ordinance. Those recommendations were presented to the Board during a work session on February 24, 2021. At the work session, the Board provided direction to staff regarding six specific questions, including whether short-term rental licenses should be transferrable, fees, and length of permits. "Bigger ticket" policy issues such as capping the number of short-term rentals, were not addressed at that work session.

Based upon input from the Board, staff prepared additional revisions to the short-term rental ordinance for Board review on April 20, 2021. During the period between the February and April work sessions, the Board and staff received a significant number of communications from

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community members regarding the draft ordinance revisions. These emails and phone calls represented a diverse range of opinions on the subject. When the ordinance revisions were brought back to the Board on April 20, the Board requested that staff temporarily pause work on the revisions.

A subsequent work session with the Board of Commissioners were conducted on June 1, 2021. At that work session the Board directed staff to move forward with a temporary moratorium on the issuance of new short-term rental licenses. Two public town hall meetings were conducted on July 9 and July 18, 2021, to obtain public input on the proposed moratorium. Those public comments were presented to the Board at a work session held August 3, 2021. Based upon Board discussion at that work session, staff prepared Ordinance 21-03, which established a 120-day moratorium. Ordinance 21-03 was adopted following a second public hearing on August 25, 2021. The Board extended the moratorium for an additional 120 days during a regular meeting held December 8, 2021. The moratorium is currently scheduled to expire on April 28, 2022.

Following commencement of the moratorium, staff conducted a series of three public town hall meetings to obtain public input on revisions proposed to the operating standards for short-term rentals in unincorporated Clatsop County outside of Arch Cape. Those meetings were conducted on September 24 and November 12, 2021, and on January 22, 2022. The three town hall meetings addressed the following topics:

- Parking
- Trash
- Noise
- Permit Transferability
- Permit Cost / Permit Length
- Occupancy Limits
- Length of Stay
- Violations and Penalties
- Unsubstantiated Complaints
- “Good Neighbor” Standards
- Local Representative / Agent Requirements
- Neighborhood Notification Requirements
- Zoning

A total of 137 persons attended the three town hall meetings.

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TABLE 1: SHORT-TERM RENTAL MORATORIUM TIMELINE												
	2021							2022				
	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	
DLCD 45-Day Notice for Moratorium	✓	✓										
Prepare Draft Moratorium Ordinance	✓	✓										
BOC Work Session / Town Hall – Moratorium Ordinance		✓										
14-Day Public Comment Period – Moratorium Ordinance		✓										
1 st Public Hearing – Moratorium Ordinance (August 11)			✓									
2 nd Public Hearing – Moratorium Ordinance (August 25)			✓									
Moratorium in Effect until April 28, 2022				✓	✓	✓	✓	✓	✓	✓	✓	✓
Prepare Draft #1 - Combined Ordinance and Revisions	✓	✓	✓									
BOC Work Session / Town Hall – Draft #1				✓								
14-Day Written Public Comment Period – Draft #1				✓								
Prepare Draft #2 – Combined Ordinance and Revisions					✓							
BOC Work Session / Town Hall – Draft #2						✓						
14-Day Written Public Comment Period – Draft #2						✓						
Prepare Draft #3 – Combined Ordinance and Revisions							✓					
BOC Work Session / Town Hall – Draft #3 – January 26, 2022								✓				
14-Day Written Public Comment Period – Draft #3								✓				
1 st Public Hearing – Combined Ordinance (February 9, 2022)									X			
BOC Work Session – February 26, 2022									✓			
LAWDUC Revisions – Planning Commission Review (March 8, 2022)										✓		
LAWDUC and Code Revisions – 1 st Public Hearing BOC (Tentative: April 13, 2022)												
LAWDUC and Code Revisions – 2 nd Public Hearing BOC (Tentative: April 27, 2022)												
Moratorium Expires: April 28, 2022												

On January 26, 2022, staff presented the results of those three meetings to the Board at a work session. The information prepared for the Board included the following six options related to zoning for short-term rentals:

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- 1) Prohibit new short-term rentals in unincorporated Clatsop County and create an amortization schedule to phase out all existing short-term rentals
- 2) Establish a cap on the total number of short-term rentals
- 3) Prohibit short-term rentals in residential zones
- 4) Remove short-term rentals as a permitted use in the Arch Cape – Rural Community Residential (AC-RCR) zone and regulate all short-term rentals through the business licensing process in Article 5 of the Clatsop County Code
- 5) Extend the Arch Cape STR requirements to include Cove Beach / Coastal Residential (CR) zone. Add STRs with an occupancy of 6 or fewer renters as a permitted use to the CR zone. Rental applications for an occupancy exceeding 6 renters would be processed as a Type II conditional use. Apply Ordinance 19-04, with proposed revisions, to the remainder of unincorporated Clatsop County and regulate through licensing only.
- 6) Revise LAWDUC to allow STRs as a permitted or conditional use in all residential zones where single-family dwellings are permitted. Exclude from farm/forest resource zones consistent with ORS.

Of the six options presented, the Board directed staff to move forward with Option #5. Based upon that direction, staff prepared the initial version of Ordinance 22-01, which was scheduled for a first public hearing on February 9, 2022. The Board removed that item from the agenda without conducting the public hearing and instead scheduled additional discussion on the topic at its February 16, 2022, work session.

At that work session, staff presented the revisions that are proposed in this item that is before the Planning Commission on March 8.

LAND AND WATER DEVELOPMENT AND USE CODE (LAWDUC)

Clatsop County's zoning district and attendant regulations are contained within the Land and Water Development and Use Code (LAWDUC). Zoning identifies geographic areas where a specific type of use is allowed and establishes the type of procedure used to review and approve an application. Section 1.1040, LAWDUC, states that "a structure may be used or developed...only as this Ordinance [LAWDUC] permits."

In Clatsop County, short-term rentals have been included in the Arch Cape – Rural Community Residential (AC-RCR) zone since 2003 as a Type I permitted use. When Ordinance 18-01 was adopted in January 2018, it did not address zoning issues nor did it revise the Land and Water Development and Use Ordinance, as LAWDUC was titled at that time.

The issue of addressing short-term rentals in the LAWDUC has been raised in two separate

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letters prepared by Daniel Kearns, an attorney with Reeve Kearns. Those letters are included with written comments attached as **Exhibit C**.

County counsel, County land use counsel, staff and the Board agree that short-term rentals must be addressed in the County's zoning code. The Board has directed staff to rectify this omission by revising Article 4, LAWDUC, to allow short-term rental uses as a Type I use in the zones listed at the beginning of this memo. Allowing short-term rentals as a Type I use would be consistent with the approval process that has been utilized in Arch Cape since 2003. A Type I use does not require public notice or a public hearing.

NEXT STEPS

Following review and a formal recommendation from the Planning Commission, Ordinance 22-01 is tentatively scheduled for a first public hearing at the April 13, 2022, Board of Commissioners meeting. A second and final public hearing is tentatively scheduled for April 27, 2022.

A companion ordinance, Ordinance 22-03, is also being prepared by staff. Ordinance 22-03 would create Chapter 5.24 in the Clatsop County Code, and transfer the Arch Cape short-term rental operating standards to that new code section. No revisions are proposed to the Arch Cape operating standards other than including new code citations and updating application procedures to reflect current processes.

Ordinance 22-03 will also contain proposed revisions to the operating standards for short-term rentals in the remainder of unincorporated Clatsop County. As licensing requirements contained within the Clatsop County Code, implementation of these operating standards are not considered a land use decision. Therefore, Ordinance 22-03 does not require review by the Planning Commission.

Ordinance 22-03 is also tentatively schedule for two public hearings on April 13 and April 27, 2022.

RECOMMENDATION

There are three courses of action that the Planning Commission may choose to follow:

- 1) Recommend the Board of Commissioners approve the revisions as submitted by staff;
- 2) Recommend the Board of Commissioners approve the revisions, including any recommended amendments from the Planning Commission; **or**
- 3) Recommend the Board of Commissioners deny the revisions

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Staff recommends that the Planning Commission recommend the Board of Commissioners approve revisions to Articles 4 and 5 of the Clatsop County Land and Water Development and Use Code as presented by staff in **Exhibits A and B**.

Suggested motion: "I recommend that the Planning Commission recommend that the Board of Commissioners approve the revisions to Article 4 and 5 of the Land and Water Development and Use Code as presented by staff."

BACKGROUND MATERIALS PROVIDED IN MARCH 8, 2021, AGENDA PACKAGE:

- **EXHIBIT A:** Article 4 Revisions
- **EXHIBIT B:** Article 5 Revisions
- **EXHIBIT C:** Written Comments (through 4PM, March 1, 2022)

Supplemental Information:

- [Written Comments Received after 4PM, March 1, 2022](#)
- [February 16, 2022: Board of Commissioners Work Session Video](#)
- [January 26, 2022: Board of Commissioners Work Session Video](#)
- [January 26, 2022: Board of Commissioners Work Session Agenda Package](#)
- [January 22, 2022: STR Town Hall Meeting #3 Video](#)
- [January 22, 2022: STR Town Hall Meeting #3 Written Comments](#)
- [November 12, 2021: STR Town Hall Meeting #2 Video](#)
- [November 12, 2021: STR Town Hall Meeting #2 Written Comments](#)
- [September 24, 2021: STR Town Hall Meeting #1 Video](#)
- [September 24, 2021: STR Town Hall Meeting #1 Written Comments](#)

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 13, 2022

Agenda Title: Appoint Applicants to the 4-H & Extension Advisory Council

Category: Business Agenda

Presented By: Amanda Gladics, Asst. Professor of Practice, Coastal Fisheries Extension/OSU Clatsop Co. Extension Local Liaison
Tammy Olds, Oregon State University Extension, Office Manager

Issue Before the Commission : Request to appoint applicants to the 4-H & Extension Service District Advisory Council for terms of three years.

Extension Advisory Council Applicants

Name	Area of representation / occupation
Patrick Corcoran	Sea Grant & Coastal Hazards/Retired
Ed Johnson	Ag/Livestock/Small Farms
Kevin Leahy	CEDR/CCC Small Business Development Comm.
John Nygaard	Forestry & Wood Products Industry/Attorney
Melissa Padgett	4-H Association/Tongue Point Job Corps
Chad Washington	Forestry/Lewis & Clark Timberlands
Angi Wildt	Farmer's Markets/Sunset Empire Parks & Rec

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

Informational Summary: The prior committee members' terms expired and were never replaced. These seven applicants will fulfill the minimum number of applicants required to begin meeting again. A call for applicants was announced in September 2021 through

our contacts and list serv and a notice was published in the January 13, 2022, issue of The Astorian (**Exhibit B**).

Applications were reviewed at the Board of Commissioners work session meeting on March 16, 2022.

Fiscal Impact: None

Requested Action:

"I move that the Board approve the appointments of applicants listed above to the 4-H & Extension Advisory Council for terms of three years".

Attachment List

- A. Applications
- B. Call for Applicants, Sept 2021–Mar 2022, Jan. 13, 2022
- C. By-laws, adopted Feb. 2000



Committee Vacancies: Submission #5

SUBMISSION INFORMATION

Date

Wed, 09/22/2021 - 00:00

Applicant Information

Patrick Corcoran
PO Box 1243
472 Pleasant Ave
Astoria
patcorcoran0417@charter.net
5037910417

Current Occupation

Retired

Years Resident of County

18

In which Commissioner District do you reside?

1

Committee, Board or Commission Applied For

4H Extension Advisory Board

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

I worked as an OSU Extension faculty for over 30 years, including 18 at the Clatsop Co. office. I have a familiarity with Extension programming and budgeting, and I understand the role of the County and Service District as it relates to Extension operations.

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

I recently retired and have been asked to serve.



Committee Vacancies: Submission #30

► SUBMISSION INFORMATION

Date

Wed, 02/02/2022 - 00:00

Applicant Information

Ed Johnson
94436 MUSTONEN RD
Brownsmead. 97103
edj1893@gmail.com
5034586398

Current Occupation

Farmer

Years Resident of County

45

In which Commissioner District do you reside?

4

Committee, Board or Commission Applied For

4H/Extension Advisory Board

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

BS Animal Husbandry; University of California Agricultural Extension Service 10 years; Clatsop County 4H leader 31 years; Reside on our Brownsmead farm where I raise sheep, blueberries, Christmas trees, corn and pumpkins.

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

Because of my ag background and many years as an extension professional and volunteer, I feel I could assist OSU Extension to tailor there programs to meet the unique needs of Clatsop County.



Committee Vacancies: Submission #31

► SUBMISSION INFORMATION

Date

Fri, 02/04/2022 - 00:00

Applicant Information

Kevin Leahy
1759-5th Street
Above
Astoria. 97103
[kleahy@clatsopcc.edu](mailto:k Leahy@clatsopcc.edu)
503-616-6823

Current Occupation

Executive Director-CEDR/CCC SBDC

Years Resident of County

10

In which Commissioner District do you reside?

3

Committee, Board or Commission Applied For

4H & Extension Advisory Council

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

Have served on the OSU Extension ECAN (Extension Citizens Advisory Network) for several years, including State Chair for two years and currently representing the Oregon Coastal County's and Columbia County on the Steering Committee.

Executive Director of CEDR, Clatsop County's Economic Development Organization, and the Clatsop Community College SBDC.

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

Very excited that this Council is being re-activated after many years, and as a proud alum of OSU and currently serving in the Economic Development area for Clatsop County, it is critical for the growth of OSU Extension to have a dedicated council that is actively and publicly engaged with all the amazing work and volunteerism happening within our local Extension office here in Clatsop County!



Committee Vacancies: Submission #3

► SUBMISSION INFORMATION

Date

Fri, 09/17/2021 - 00:00

Applicant Information

John Nygaard
92045 Hagen Drive
92045 Hagen Drive
Astoria
john@oregonlawyerpdx.com
5037410217

Current Occupation

Attorney

Years Resident of County

34

In which Commissioner District do you reside?

4

Committee, Board or Commission Applied For

4-H/Extension Advisory Board

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

Currently a member of Clatsop County board Clatsop Forestry & Wood Products Economic Development Committee (CFEDC), Columbia Memorial Hospital Foundation, Astoria Parks, Recreation and Community Foundation, and Sons of Norway.

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

Have worked well with OSU Extension staff on CFEDC, major supporter of 4-H and Clatsop County Fairgrounds for many decades, and want to help promote and enhance our County's extension programs to better support our community.



Committee Vacancies: Submission #26

► SUBMISSION INFORMATION

Date

Tue, 01/11/2022 - 00:00

Applicant Information

Melissa Padgett
90254 Lillenas Road
90254 Lillenas Road
Astoria. 97103
mjpadgett@hotmail.com
503-440-7310

Current Occupation

Work Based Learning Specialist/BCL

Years Resident of County

27

In which Commissioner District do you reside?

4

Committee, Board or Commission Applied For

Clatsop County Extension Advisory Council

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

I worked 25 years in law offices, and have worked at Tongue Point Job Corps for five years as well as own my own business. I have been a 4-H leader for over 25 years.

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

I like working with you and providing them with opportunities and believe the Board is a good way to help youth interested in 4-H.



Committee Vacancies: Submission #15

► SUBMISSION INFORMATION

Date

Wed, 12/01/2021 - 00:00

Applicant Information

Chad Washington
2220 SE Salal Loop
Unit A
Warrenton. 97146
chad.washington@gwrglobal.com
5417606902

Current Occupation

Lewis and Clark Timberlands - Stewardship and Community Engagement Coordinator

Years Resident of County

2

In which Commissioner District do you reside?

1

Committee, Board or Commission Applied For

4H/Extension Advisory Committee

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

B.S. Forest Operations Management - Oregon State University.
MS. Natural Resources - University of Idaho
Policy Analysis Group - University of Idaho
Xi Sigma Pi Honors Society
Panelist for OSU College of Forestry capstone class presentations

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

I am interested in serving on this Committee to support the mission of OSU Extension and to ensure that the county is able to continue to benefit from the service provided. I work with Extension agents on many different committees and would like to help in an advisory role.



Committee Vacancies: Submission #27

► SUBMISSION INFORMATION

Date

Sun, 01/30/2022 - 00:00

Applicant Information

Angi Wildt

106 10th St

1383 12st. Seaside, Oregon 97138

ASTORIA. 97103

angidwildtgallery@gmail.com

5419611229

Current Occupation

Seaside Farmers Manager

Years Resident of County

7

In which Commissioner District do you reside?

2

Committee, Board or Commission Applied For

4-H/Extension Advisory Board

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

Seaside Farmers Market Manager, 6 years.

Networking with other markets and managers to help each other grow and thrive. I was a vendor before managing, so I was able to incorporate how it feels from both sides. Since I've been involved with the market, we've added a Double Up Food Buck program in addition to SNAP Match, and FDNP that was already in place. This has increased the number of people who come to the market to utilize those resources. We partnered with OSU Extension to bring the Food Hero Program, WIC's has a booth a few times to ease the distance for the South County participants, the Land Conservancy, and other Non-Profits come to share about their mission and educate the community.

Sunset Empire Park & Recreation, 6 years, which puts on the Farmers Market.

During the off-season, through SEPRD, I helped with the Job & Career fair for students, Project Homeless Connect, and bringing everyone together for a little fun and healthy interaction at other family events. Also, through SEPRD, I worked quite a bit at the Bob Chisholm Community Center which introduced me to a great many resources that are available to people of all age groups, assisting with

housing, healthcare, taxes, meals on wheels, cooking skills, it is a very long list. People who were new navigators and a new association, counted on the

BCCC for information

Air Force Veteran, 5 years on duty, gaining leadership and logistics skills.

Sales & Marketing over 10 years, this was a great way to learn about building relationships and promoting ideas, listening to what people need, and helping them find solutions.

Astoria Yacht Club – Board Experience

Board of Directors, 4 years

Current Vice Commodore – 2 Years

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

We have a great community of people working to improve the lives of others. I enjoy being involved with a group of people on a worthy mission. I've been working with Kayla through the Farmers Market for several years. It is impressive to learn about the outreach the OSU Extension has in the Community. We often have booths together at many of the same functions. If there is a way that I can be of assistance, I would like the opportunity to get involved.

September 2021 a call for applications was announced through our contacts and list serv and directed to the County website and application link, posting below.

4H & Extension Advisory Council

To apply to be on the Extension Advisory Committee, please complete the online application at: <https://www.co.clatsop.or.us/county/page/committee-vacancies>

Committee Vacancies

To apply for one or more of the listed committees above, visit the links below:

Upon appointment, member must sign the Statement of Roles & Responsibilities found below in order to serve as a member to a council and/or committee.

Applications are being accepted for the following boards and committees:

Extension Service

OSU Extension partners with communities in every county of Oregon to provide information, services, and expertise to meet local challenges and help every Oregonian thrive. We are committed to creating positive change through programs and providing spaces where each person feels safe and welcome.

Our programs, partnerships, and volunteer opportunities are focused on:

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

Published in the January 13, 2022, issue of The Astorian

County seeks applicants for 4-H council

The 4-H & Extension Service Advisory Council is seeking to fill open positions. The council, which meets quarterly, works with the Oregon State University Extension Service and Clatsop County's extension staff to ensure extension programs are addressing local needs, the county said.

Applications are available via the county's website. — *The Astorian*

**BY-LAWS OF THE
CLATSOP COUNTY EXTENSION ADVISORY COUNCIL
ADOPTED FEBRUARY 8, 2000**

ARTICLE I

Name

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

ARTICLE II

Purpose

The purpose of this Council is to cooperate with Oregon State University Extension Service and the County Extension staff in planning, promoting, developing, implementing, and evaluating Extension programs to meet the needs and interests of county residents.

ARTICLE III

Membership

Section 1. COMPOSITION

Council membership shall be comprised of Extension clients (including youth) and community leaders who may or may not use Extension's services. All Council members should have an interest in Extension education and should represent all geographic and socio-economic groups. The following groups should be represented by at least one member on the Council: The Clatsop County 4-H Leaders Association, the Clatsop County Master Gardeners Association, the Clatsop County Livestock Association, the Clatsop County Family Community Education, the Coordinating Council for Clatsop County Watersheds, the Clatsop County Small Woodlands Association, one County Commissioner, one member of the marine community and Clatsop Community College. Membership on the Council shall be determined on a nondiscriminatory basis without regard to race, color, national origin, creed, sex, or disability. All members will be appointed jointly by the Extension faculty and the Board of County Commissioners.

Section 2. NUMBER

There shall be at least seven and not more than eighteen members comprising the total Council membership. The county Extension faculty shall be nonvoting members who interpret program needs.

Section 3. TERM OF MEMBERSHIP

The term of membership shall be for three years. The terms shall be staggered in such a manner that one third of the membership will be appointed each year. Council members will recommend new members to be appointed as described in Article III Section 1. No member may serve more than two consecutive terms.

ARTTICLE IV

Officers

Section 1. OFFICERS

The officers of the Council shall be president, vice-president, and secretary.

Section 2. TERM OF OFFICE

The officers will serve for a term of one year. Officers may be elected for a second term but will not be eligible to serve more than two consecutive years in a specific office.

Section 3. METHOD OF ELECTION

- a. There shall be a nominating committee appointed by the President. This committee shall recommend a candidate for each office after having acquainted the nominees with the responsibilities of the office and securing their willingness to serve.
- b. Additional nominations may be made from the floor.
- c. The officers shall be elected at the last regular Council meeting of the year and assume office in January.
- d. Officers shall serve until their successors have been elected and duly installed.

Section 4. DUTIES

- a. The president shall preside at all meetings of the Council and shall be chair and preside at the meetings of the Executive committees of the Council. S/he shall sign all documents requiring the president's signature and shall perform all other duties incidental to the office.
- b. The vice-president shall perform the duties of the president in the absence or incapacity of the president. The vice-president shall automatically become president of the Council upon the resignation or death of the president. In the event the vice-president becomes president, a new vice-president shall be elected at the next regular meeting of the Council to fill the vacancy.
- c. The secretary shall keep an accurate record of the activities of the Council and its Executive Committee, shall issue all notices of the Council meetings, shall be responsible for the correspondence of the Council, shall prepare and keep a listing of all chairs and members of special and standing committees for the current and two previous years and shall provide the county Extension office a copy of all records of the Council.
- d. Vacancies occurring in any of the offices due to resignation, illness, death, termination or other incapacity to comply with assumed duties shall be filled by election at the next regular

meeting of the Council by Council members except in case of the president, when the vice-president shall succeed to president, as noted in Article IV, section 4.b. Such officers shall serve only until the next regular election.

ARTICLE V

The Executive Committee

Section 1. COMPOSITION

The Executive Committee shall be composed of all the elected officers and the immediate past president. The Staff Chair will serve as an ex-officio member.

Section 2. FUNCTIONS

The function of the Executive Committee shall be:

- a. To perform the essential Council activities that must be acted upon between meetings of the membership.
- b. To formulate and recommend programs and activities to the members of the Council for their consideration and approval.
- c. To identify and help formulate committees necessary to further the purposes and functions of the Council.
- d. To carry on such other business as may be delegated to it by the Council membership.

Section 3. MEETINGS OF THE EXECUTIVE COMMITTEE

- a. The Executive Committee shall meet in sufficient time prior to regular Advisory Council meetings to formulate the agenda and have it printed and sent to Council members prior to the meeting.
- b. A majority of the Executive Committee members must be present to constitute a quorum for the transacting of business.

ARTICLE VI

Meetings

- a. A minimum of four regular meetings shall be held annually.
- b. Regular Council meetings shall be held at 7:00pm, first Tuesday of January, April, July, and October.
- c. The regular meetings of the Council shall be to conduct the business of the Council as outlined under Article II. More specifically, the meetings shall be for the following:
 - (1) To evaluate reports of completed activities, projects or programs and make suggestions for improvement.
 - (2) To provide Council members information concerning the county and state Extension programs helpful to address needs.

- (3) To identify and prioritize problems and issues facing the people in the county that can be addressed by Extension.
 - (4) To approve, reject, amend, or refer back to the committees for further study, reports from special or standing committees.
 - (5) To introduce new ideas with requests for the president to appoint committees to make further studies and report back recommendations to the council.
- d. Special meeting of the Council may be called by the president, the Executive Committee, or upon request of any five members.
 - e. Written notice shall be sent to all members of the Council at least one week in advance of all meetings, giving the date, time and place of the meeting. (EXCEPTION--Amendment of the By-laws shall require a 10-day notice.)

ARTICLE VII

Committees

Committees deemed necessary by the Executive Committee shall be appointed by the President.

- a. The members of all standing committees shall serve for a period of one year.
- b. Ad-hoc committees shall exist until they conclude their job.

ARTICLE VIII

Quorum

Five voting members present at any regular or specially called meeting will constitute a quorum.

ARTICLE IX

Amendments

Amendments to the By-Laws may be made at any regular or special meeting by a two-thirds vote of those members present and voting provided the proposed amendment was submitted in writing to the membership at least ten days prior to the date of the meeting.

ARTICLE X

Meeting Management

The council will determine at the beginning of each year the style of meeting management it will use. (For example: decision-making by consensus or by parliamentary authority.)

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

April 13, 2022

Agenda Title: Human Services Advisory Council 2021-22 Grant Recommendations.
Category: Business Agenda
Presented By: Hannah Mather, Human Services Advisory Council Liaison

Issue Before the Commission: Consideration of the approval of the Human Services Advisory Council funding recommendations to outside agencies.

Informational Summary: The Board of County Commissioners budgeted \$30,000.00 of general fund dollars to outside agencies within Clatsop County. The application process was conducted, reviewed and scored by a Human Services Advisory Council proposal review subcommittee.

A request for proposals was distributed throughout the county with an emphasis on funding programs that would provide countywide services to our community, demonstrate return on investment, and meet the social and economic needs of Clatsop County residents.

A total of 14 applications were submitted for a total of \$65,000 in requested funding. Of the 14, four are first time proposals. A total of 13 proposals were recommended for approval.

The subcommittee was formed from the Human Services Advisory Council to conduct the funding request process. This subcommittee consisted of four of the nine-member council. The subcommittee included the following members:

1. Dr. Robert Mushen
2. Tess Chedsey
3. Amber Bowman
4. Julia Weinberg

Their recommendations were then taken to the entire Human Services Advisory Council for approval via email to proceed to the Board of Commissioners.

The Human Services Advisory Council recommends the following social services agencies for funding:

Assistance League Columbia Pacific	\$5,000
Astoria Lions Sight & Hearing	\$1,000
Camp Kiwanilong	\$2,000
Clatsop Community Action	\$3,500
Grace Food Pantry	\$1,000
Healing Circle	\$2,500
Helping Hands Outreach Center	\$1,000
The Harbor	\$5,000
Northcoast Food Web	\$1,000
Clatsop CASA Program	\$2,000
LiFEBoat Services – Beacon Clubhouse	\$2,500
LiFEBoat Services – Filling Empty Bellies	\$2,500
Astoria Warming Center	\$1,000
Total	
\$30,000	

The Human Services Advisory Council does not recommend funding the following program due to use of funds for capital construction, capital expenditures and/or operational expenses:

Restoration House

Fiscal Impact: \$30,000.00 general fund dollars allocated to outside agencies.

Requested Action:

“I move that the Board approve the Human Services Advisory Council recommendations for funding of \$30,0000.00 to outside agencies including the Assistance League Columbia Pacific, Astoria Lions Sight & Hearing, Camp Kiwanilong, Clatsop Community Action, Grace Food Pantry, Healing Circle, The Harbor, Helping Hands Outreach Center, Northcoast Food Web, LiFEBoat Beacon Clubhouse Services, LiFEBoat Filling Empty Bellies Program, Clatsop CASA, and lastly, the Astoria Warming Center as presented.”

Attachment List

- A. 2022 Fund Usage Summary
- B. Grant Application Review Summary 2022

ALL APPLICANTS TO NEED TO BE SCORED EVEN IF NOT RECOMMENDED.

If not Recommended Only:

Organization	Asking Amou	Recommended	Ratings				Project Narrative				Budget				Tota Reason Not Recommended	
			Organizational Backgrou		Project Narrative		Budget		Project Narrative		Budget					
			Bob	Tess	Amber	Julia	Bob	Tess	Amber	Julia	Bob	Tess	Amber	Julia		
Northcoast Food Web	\$ 5,000.00	\$ 1,000.00	2	2	2	2	3	3	3	3	2	3	3	3	31	
Grace Food Pantry	\$ 1,000.00	\$ 1,000.00	3	3	3	2	3	3	2	3	2	2	3	3	32	
CCA Foodbank	\$ 5,000.00	\$ 3,500.00	3	3	3	3	3	3	2	3	3	3	2	3	34	
Astoria Lions	\$ 1,000.00	\$ 1,000.00	3	3	3	2	3	3	3	3	3	3	3	3	35	
Camp Kiwanilong	\$ 2,000.00	\$ 2,000.00	3	3	3	2	3	3	2	3	3	3	3	3	34	
CASA	\$ 2,000.00	\$ 2,000.00	3	3	3	3	3	3	2	3	3	3	3	3	35	
Helping Hands	\$ 5,000.00	\$ 2,500.00	3	3	1	2	3	3	1	3	3	1	1	3	27	
LiFEBoat Services - Empty	\$ 5,000.00	\$ 2,500.00	3	3	2	3	3	3	2	3	0	3	2	3	30	
Harbor	\$ 5,000.00	\$ 5,000.00	3	3	3	3	3	3	3	3	3	3	3	3	36	
Healing Circle	\$ 5,000.00	\$ 2,500.00	3	3	3	3	3	3	2	3	1	3	3	3	33	
LiFEBoat Services - Beacon	\$ 5,000.00	\$ 2,500.00	3	3	2	3	3	3	3	3	3	3	2	3	34	
Assistance League	\$ 5,000.00	\$ 3,500.00	3	3	3	3	3	3	2	3	3	3	3	3	35	
Astoria Warming Center	\$ 5,000.00	\$ 1,000.00	3	3	3	3	3	3	3	3	1	3	2	2	32	
Restoration House	\$ 5,000.00	\$ -	3	3	3	3	3	3	2	3	0	3	3	3	32	Capital for window construction.
Total		\$ 30,000.00														

North Coast Food Web	Increase market capacity to add 10 new vendors, 500 new customers and 50 new low-income/SNAP customers.
Helping Hands	Expanding Development & Shelter with meals and showers and services.
CASA	Support to recruit and train five new volunteers in 2022.
Camp K	Camp scholarships
Harbor	Food, Clothing, Transportation Money, Other needed services
Lions	Sight & Hearing Chargers for services rendered by our providers.
ALCP	Children Services
LifeBoat - Beacon Clubhouse	Transitional Employment Program – rental deposits, housing, emergency housing, transportation, new clothing, shoes and technical assistance.
CCA	Fresh Produce Pantry
LifeBoat – Filling Empty Bellies	Filling Empty Bellies Program – Food for hot meals, coffee, to go utensils and serving supplies.
Restoration House	Window Restoration
Healing Circle	Training Expenses, Youth friendly decor, COVID supplies, Advertising and marketing supplies.
Grace Food Pantry	Food Purchases
Warming Center	Operating Expenses: Utilities, Supplies and Food