



# CLATSOP COUNTY

## BOARD OF COMMISSIONERS AGENDA WORK SESSION & REGULAR MEETING VIRTUAL MEETING

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Wednesday, August 26, 2020

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### BOARD OF COMMISSIONERS:

**Kathleen Sullivan**, Dist. 4 – Chair  
**Sarah Nebeker**, Dist. 2 – Vice Chairperson  
**Mark Kujala**, Dist. 1  
**Pamela Wev**, Dist. 3  
**Lianne Thompson**, Dist. 5

[commissioners@co.clatsop.or.us](mailto:commissioners@co.clatsop.or.us)

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

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## JOIN THE BOARD OF COMMISSIONERS VIRTUAL MEETINGS

### Clatsop County Board of Commissioners host virtual meetings on GoToMeeting

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

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

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**Access Code:** 793-513-109

Those wishing to provide testimony on public hearings or provide oral communication at the designated time must register in advance by calling 503-325-1000 or email [commissioners@co.clatsop.or.us](mailto: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 via email to be read to the Board at the designated time. Please send submissions to [commissioners@co.clatsop.or.us](mailto:commissioners@co.clatsop.or.us).

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## WORK SESSION: 5:00 PM

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

Board Communication {5 min}

Discuss Formal Agenda {5 min}

### TOPICS:

- [1.](#) Fiscal Year 2019-2020 4th Quarter Financials {10 min} {Page 3}
- [2.](#) Dissolution of Skipanon Water Control District {15 min} {Page 16}

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## 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

### PRESENTATION

- [3.](#) Oregon Department of Forestry {Page 18}

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

### CONSENT CALENDAR

- [4.](#) Board of Commissioners Regular Meeting Minutes 8-12-20 {Page 23}
- [5.](#) Fund Exchange Agreement with ODOT {Page 34}
- [6.](#) Sex Offender Treatment Services {Page 54}
- [7.](#) Notice of county land sale, set minimum bids and proceed with auction {Page 68}
- [8.](#) Human Services Advisory Council Bylaws Revision {Page 83}

### COMMISSIONER'S LIAISON REPORTS

### COUNTY MANAGER'S REPORT

### GOOD OF THE ORDER

### ADJOURNMENT

### EXECUTIVE SESSION

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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

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Agenda packets also available online at [www.co.clatsop.or.us](http://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

August 26, 2020

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**Topic:** Fiscal Year 2019-2020 4th Quarter Financials  
**Presented By:** Monica Steele, Assistant County Manager

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**Informational Summary:** Fiscal Year 2019-2020 4<sup>th</sup> Quarter Financials as presented by Assistant County Manager Monica Steele.

### Attachment List

- A. 4<sup>th</sup> Qtr Financials Power Point Presentation

# CLATSOP COUNTY 4th QUARTER REPORT



FISCAL YEAR 2019/20

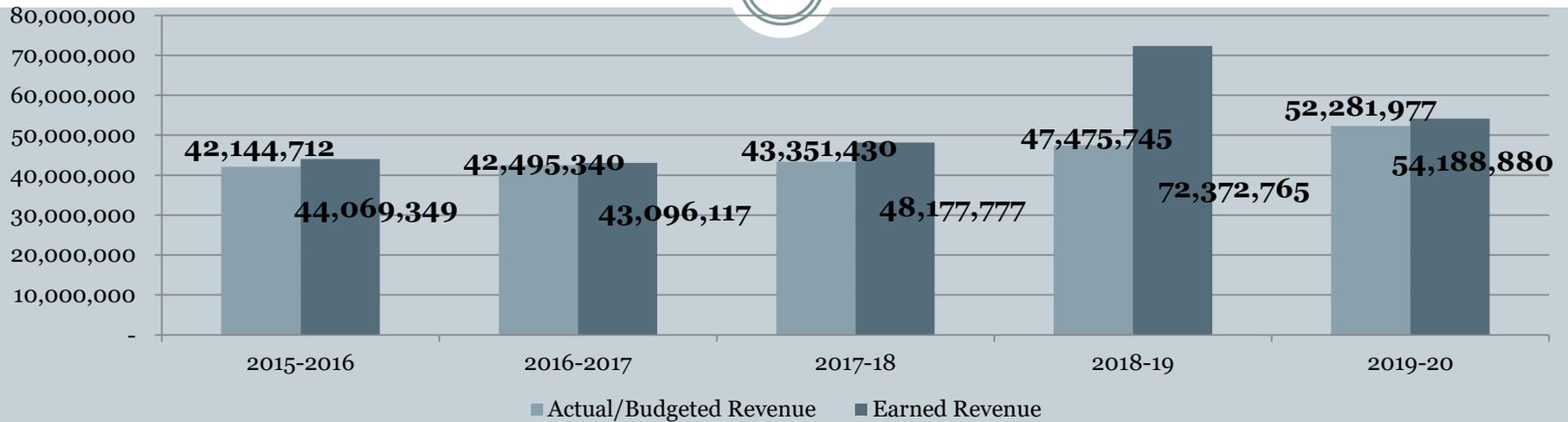
PRESENTED TO THE  
BOARD OF COMMISSIONERS ON  
AUGUST 26, 2020

# 4<sup>th</sup> Quarter Overall

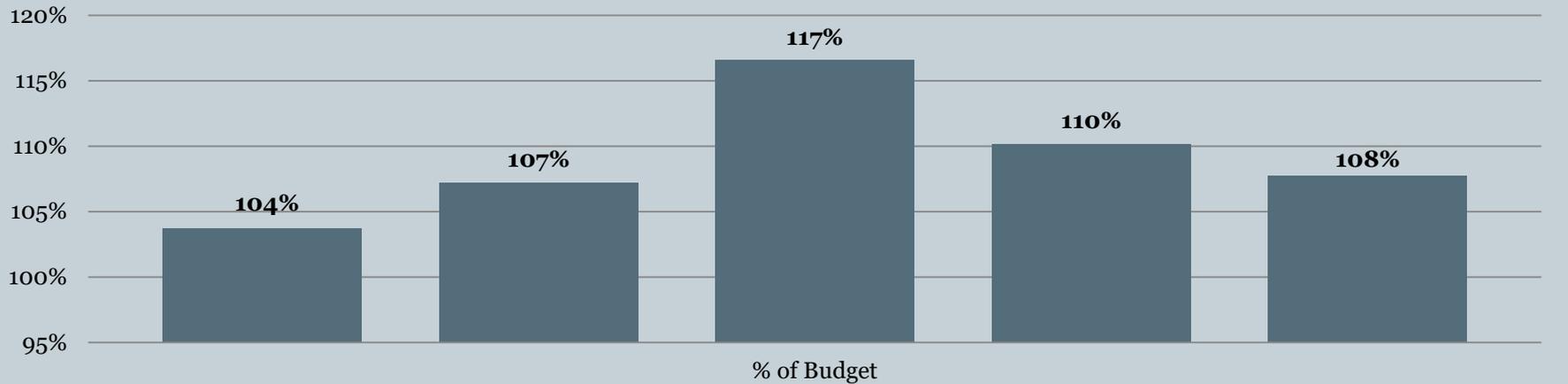
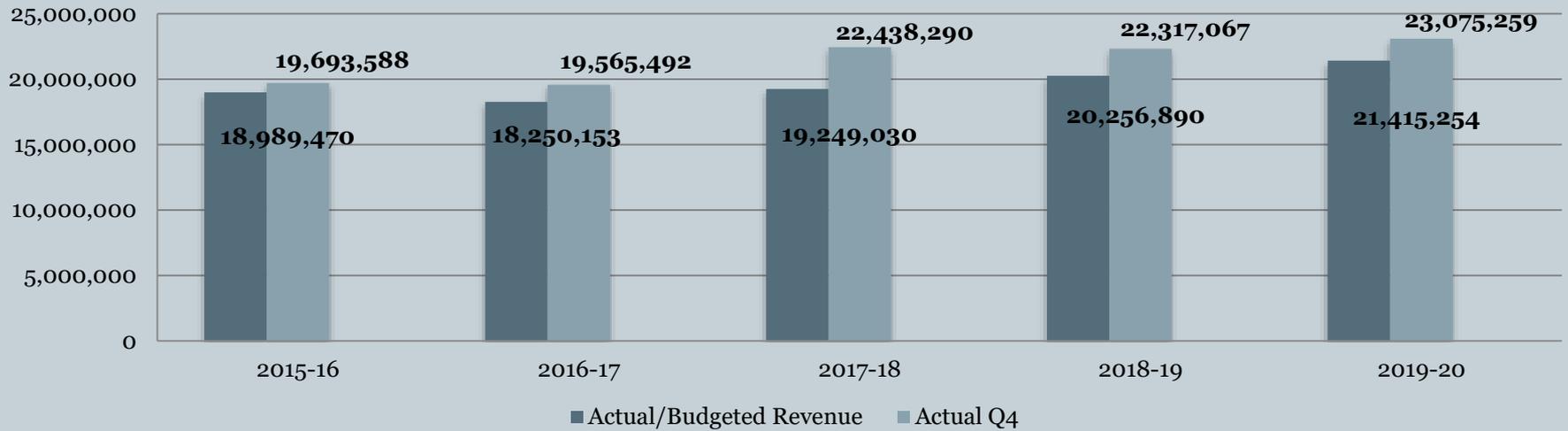


- All funds expenditures fell in line with budgeted appropriations for year end or based upon updates through out the fiscal year.
- At the end of the fiscal year current year property taxes were 100.3% collected of the amount budgeted.

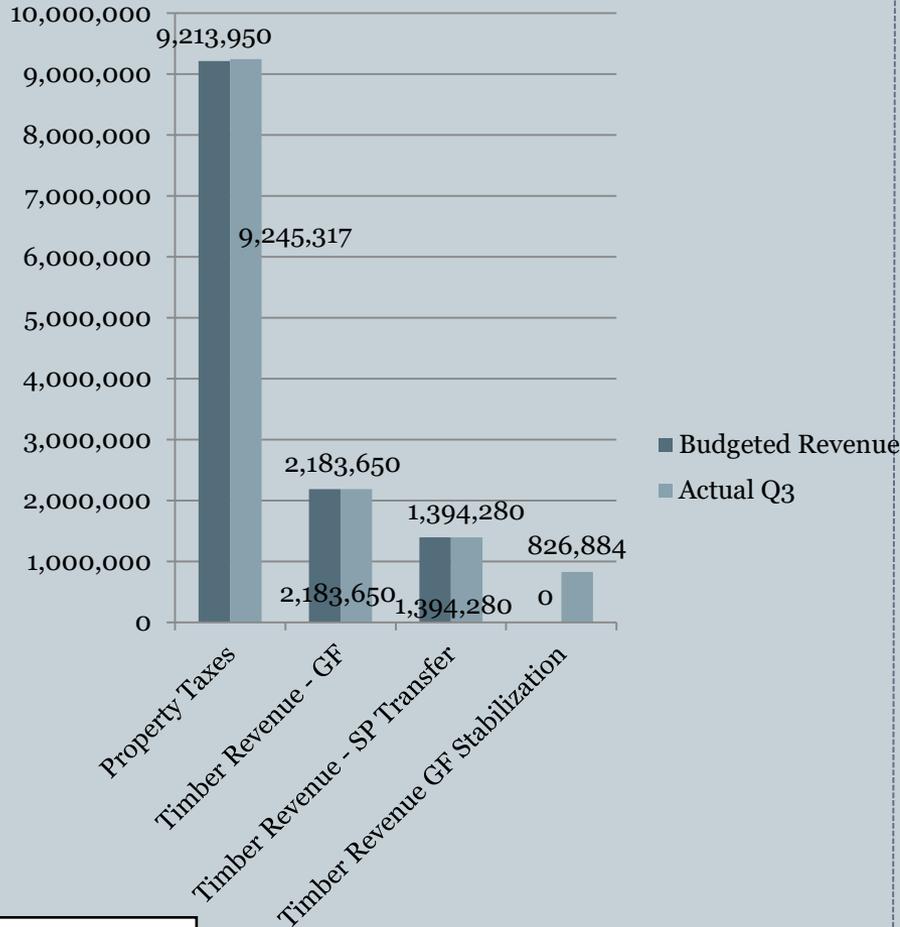
# 4<sup>th</sup> Quarter: All Funds Revenue Collections (Does not include beginning balance & transfers)



# 4<sup>th</sup> Quarter General Fund Revenue Collections (Does not include transfers)



# General Fund Major Revenue



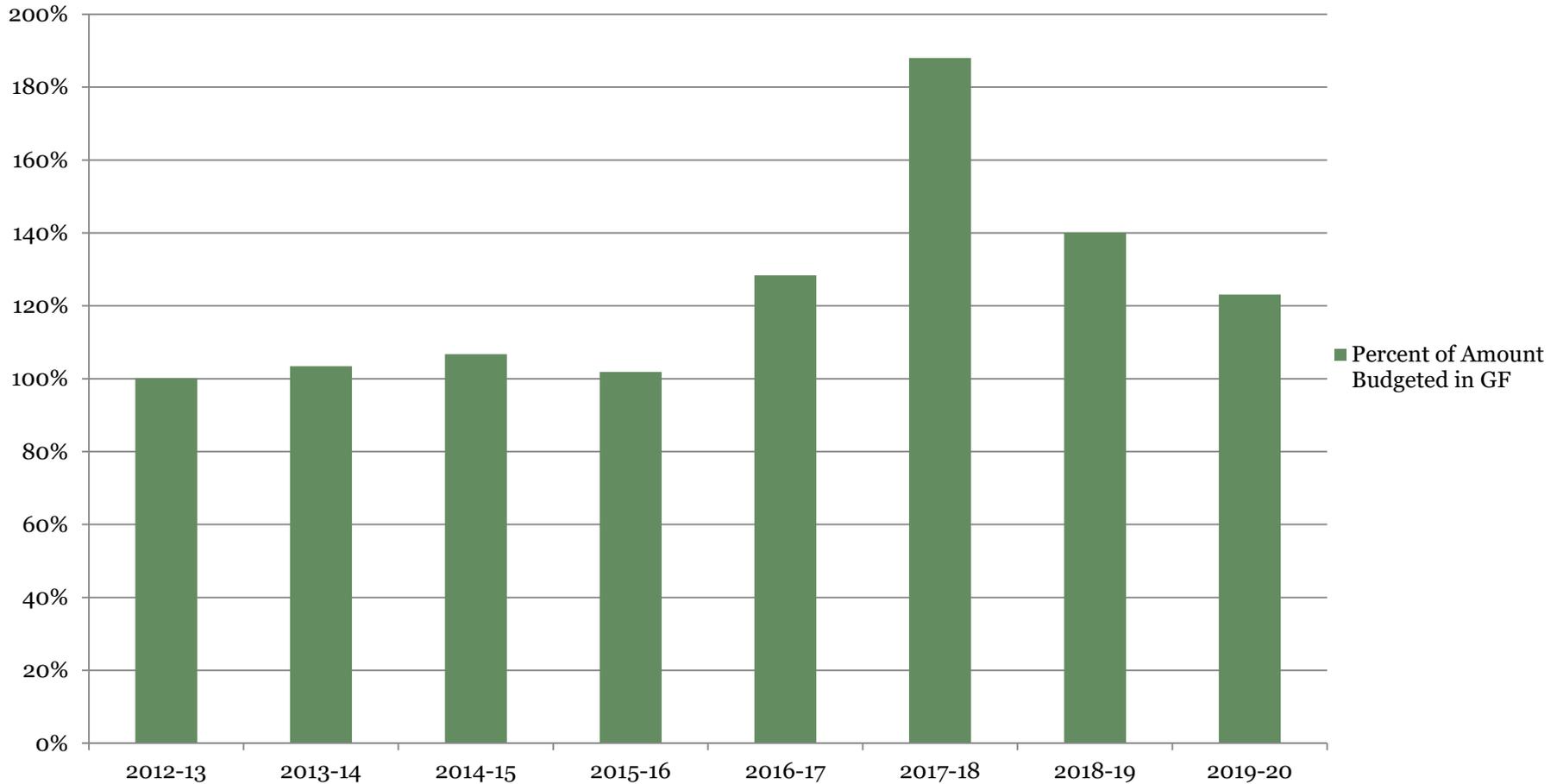
## Other Significant Revenues

- Room tax Revenues:
  - Budgeted: \$945,000
  - Received: \$1,213,667
  
- Marijuana Revenues:
  - Budgeted: \$100,000
  - Received: \$145,548
  
- Other State Revenues:
  - Budgeted: \$1,424,800
  - Received: \$1,557,187
  
- Federal Revenues:
  - Budgeted: \$215,214
  - Received: \$582,523

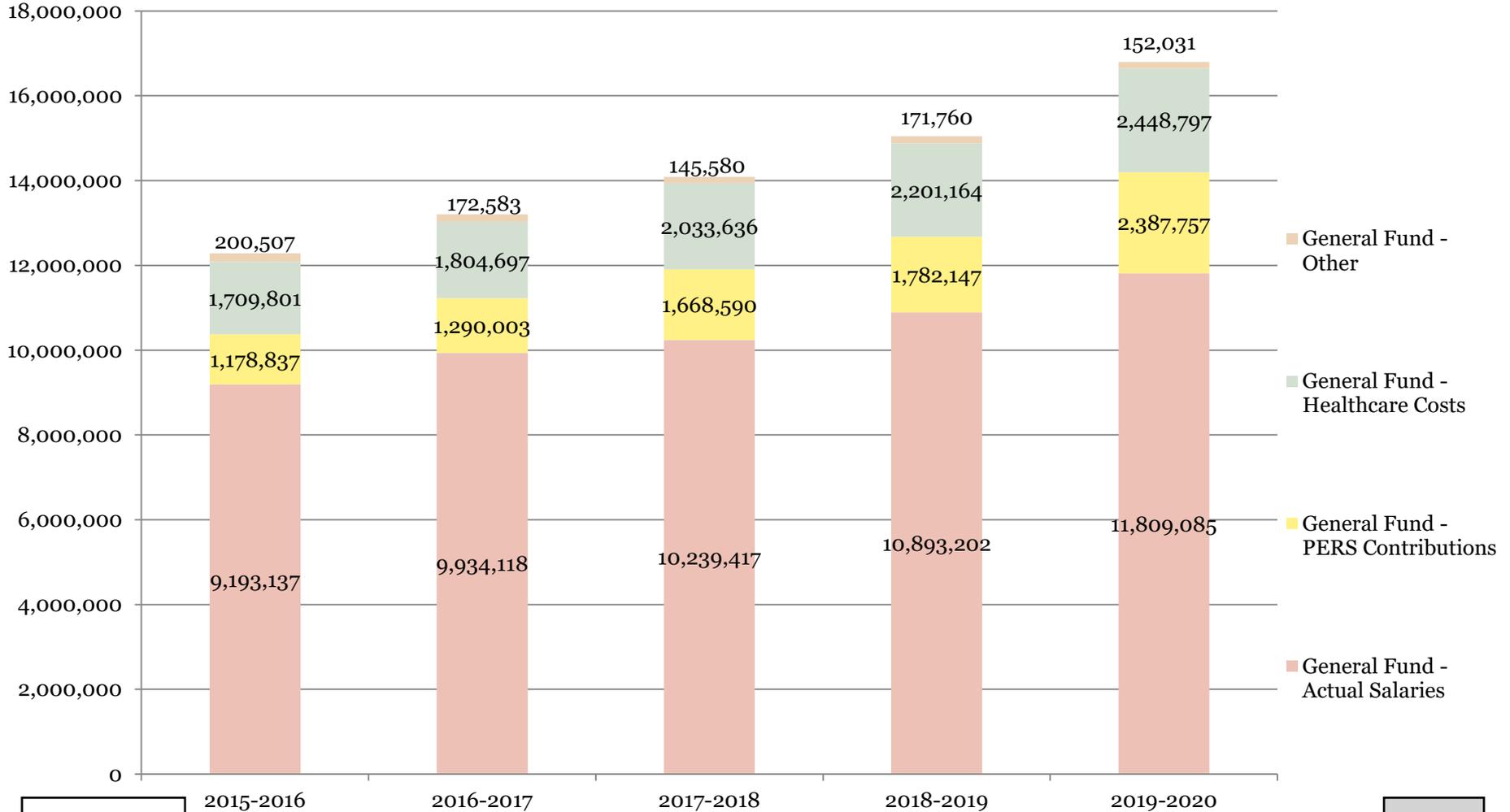
# Timber Revenue History



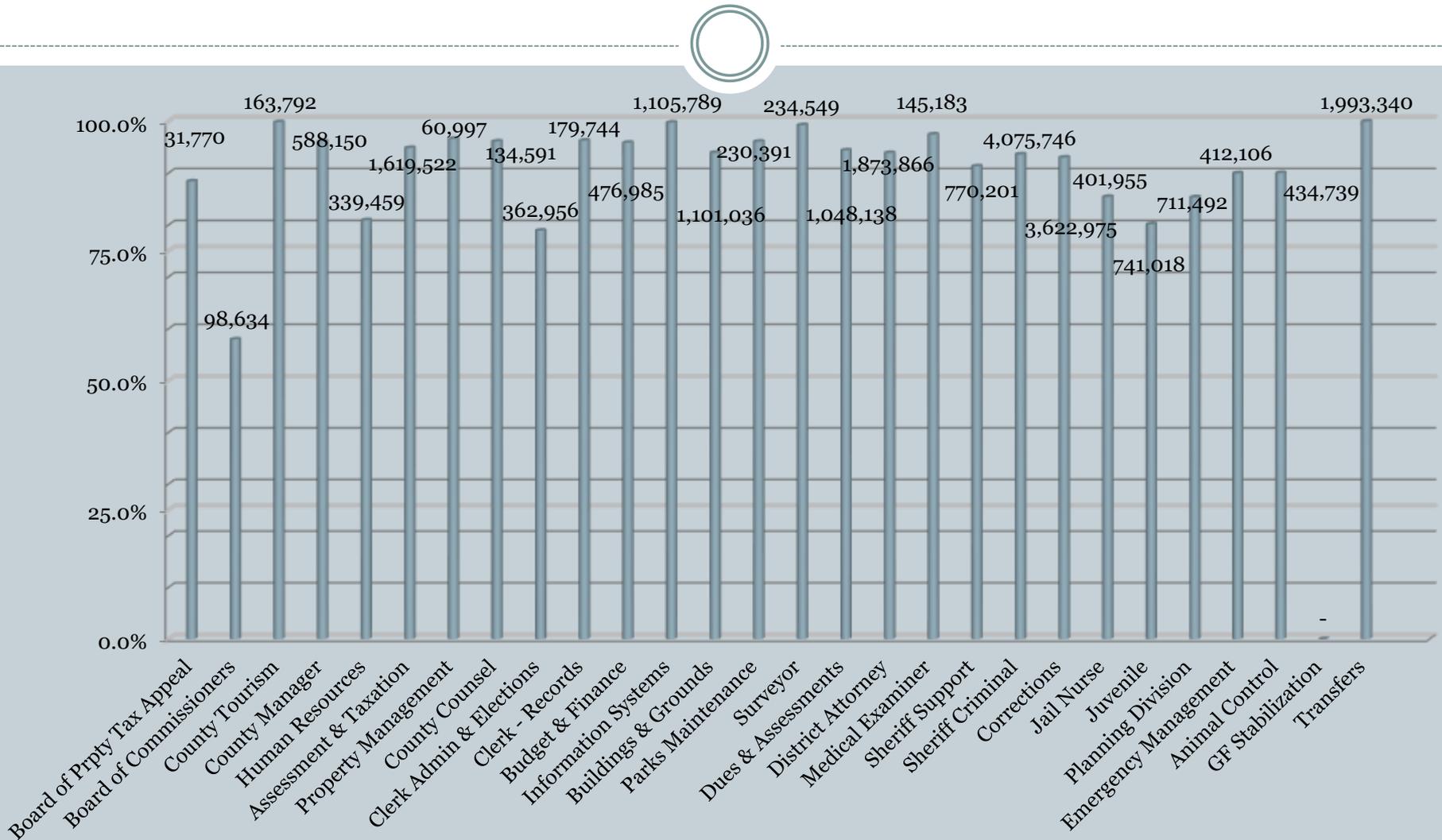
## Percent of Amount Budgeted in GF



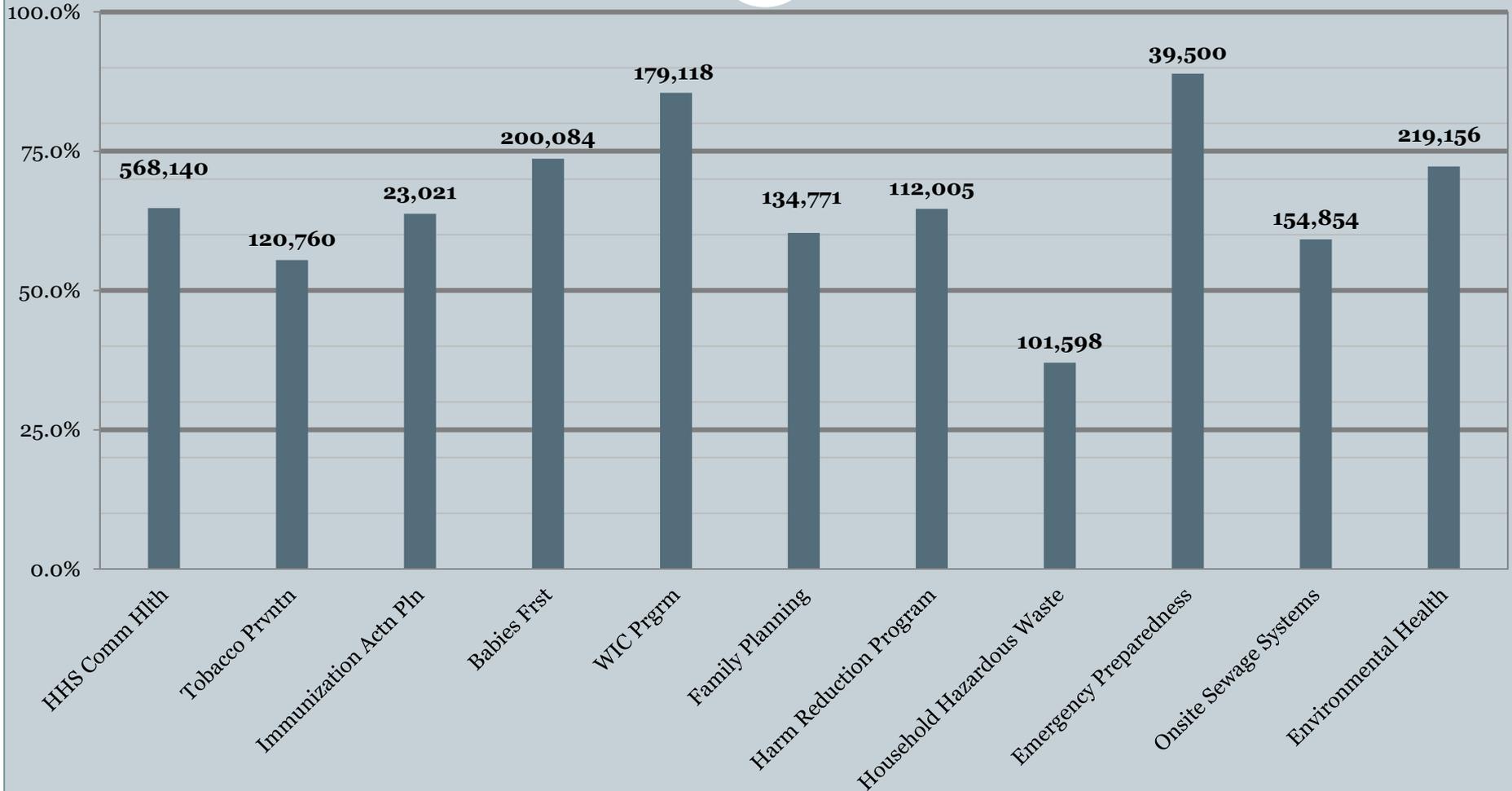
# General Fund Payroll Costs thru 4<sup>th</sup> Quarter



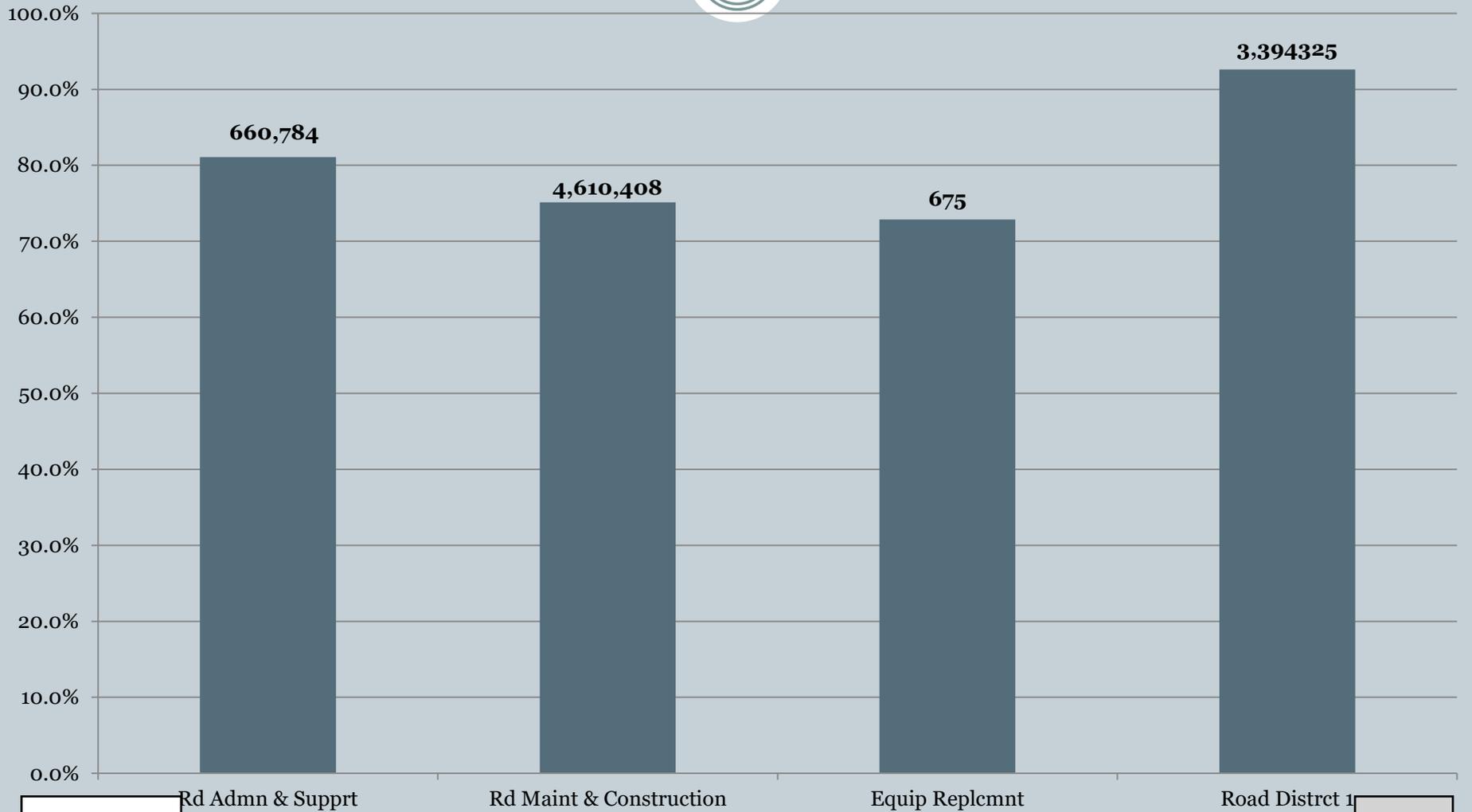
# 4<sup>th</sup> Quarter: GF Org Units Percent Expense



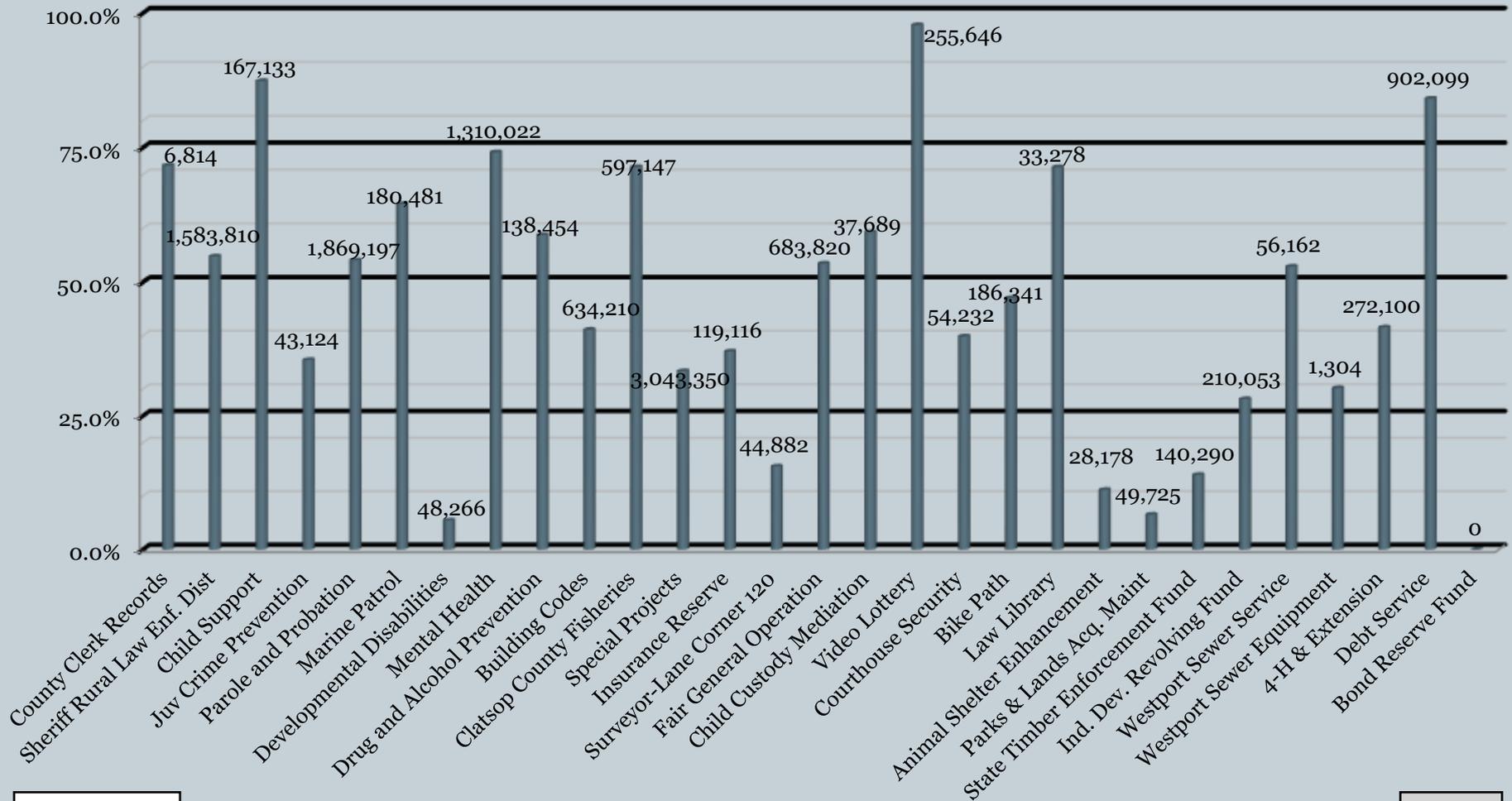
# 4<sup>th</sup> Quarter: Public Health Percent Expense



# 4<sup>th</sup> Quarter: Roads Dept. Percent Expense



# 4<sup>th</sup> Quarter: All Other Org Units



# 2019-20 Year-End Highlights



- These are unaudited numbers
- All funds came in under budgeted amounts
- Auditors were here the 2<sup>nd</sup> week of July for their initial visit and will be returning in October to complete field work. Once again we will need to make sure we get audited financial information from the Housing Authority by November so that the county may submit our audit on time.
- Questions?

# Board of Commissioners Clatsop County

## WORK SESSION AGENDA ITEM SUMMARY

August 26, 2020

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**Topic:** Dissolution of Skipanon Water Control District  
**Presented By:** Don Bohn, County Manager  
Joanna Lyons-Antley, County Counsel

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**Informational  
Summary:**

On June 23, 2020, the Skipanon Water Control District Board of Directors adopted a resolution to initiate the dissolution of the District under ORS 198.920. The resolution also proposed a plan for dissolution required by ORS 198.925. The resolution was filed with the County Clerk. If dissolved, the 8<sup>th</sup> Street dam would vest to the City of Warrenton and the asset near Cullaby Lake would vest to the County.

The next step for dissolution is for the District Board is to call for an election.

On June 29, 2020, Board member Tessa Scheller resigned her position, creating a situation where the Board does not have a quorum. Unfortunately, the District Board cannot call for an election without a quorum.

On July 31, 2020, County staff met with the City of Warrenton officials to discuss the implications of the dissolution of the District. In the middle of September, the City is expecting an Army Corps of Engineer report on the 8<sup>th</sup> Street dam. During that meeting, the City asked the County to consider appointing members to the Water Control District.

According to ORS 198.320(1), this Board can appoint qualified persons to the vacancies of the District. Your Board (or staff) can attempt to recruit interested persons to serve on the District Board. The County can advertise, send mail, and call district residents. If our efforts are successful, the Board would appoint any interested people onto the District Board at a Board Meeting.

If you are unable to fill the District Board positions, this Board acts as a board of trustees for the District and can call for an election on the issue of dissolution. Alternatively, ORS 198.940 allows the County Board of Commissioners to determine whether dissolution of the District can be done without an election.

Staff recommends attempting to recruit interested persons to the District Board.

## Attachment List

A. None



## Oregon Department of Forestry Managing State Forests for Long Term Social, Economic, and Environmental Benefits to Oregonians

- The Oregon Department of Forestry manages Board of Forestry Lands as well as Common School Forest Lands throughout Oregon (MAP: Lands managed by the State Forests Division).
- Board of Forestry lands are managed to provide healthy productive and sustainable forest ecosystems that over time and across the landscape provide a range of social, economic, and environmental benefits to the people of Oregon. The lands are actively managed in a sound environmental manner to provide sustainable timber harvest and revenue to the state, counties and local taxing districts (OAR 629-035-0020).
- Common School Forest Lands are managed to provide Oregonians the greatest benefit, consistent with resource conservation and sound land management strategies.

### Revising Forest Management Plans and Developing a Habitat Conservation Plan

- Board of Forestry directed the Department to revise Forest Management Plans (FMPs) to improve conservation and financial outcomes and to develop a Habitat Conservation Plan (HCP).
- The Draft FMP and HCP are companion documents that collectively guide and direct the full range of management activities on these forestlands including: timber harvest, conservation, implementation planning, asset management, research and monitoring, recreation and education, and protection of air, water quality, and cultural resources.
- The Draft FMP and HCP cover ODF managed state lands (both Board of Forestry and Common School Forest Land) west of the Cascades (MAP: Proposed geographic scope of the Draft HCP).

### Western Oregon Habitat Conservation Plan

- An HCP is an agreement between the Department of Forestry and Federal Agencies that establishes a holistic approach to complying with the Federal Endangered Species Act.
- The HCP establishes long-term commitments to conservation and provides long-term assurances that forest management will continue, under a set of agreed upon conservation measures, throughout the life of the HCP (50–70 years).
- Such an agreement translates to decades-long *certainty* related to harvest volume and revenue to forest trust land counties as well as overall benefits that public forests provide to Oregonians.

### Why Pursue a Habitat Conservation Plan?

- We currently manage these forests without an HCP. Our approach is called “Take Avoidance.”
- Biggest issue with Take Avoidance is *uncertainty*.
- Take Avoidance is expensive and inefficient.

- Without an HCP, we implement costly surveys for listed species. Harvest plans can change at the last minute if we discover a listed species in an area we planned to harvest.
- Without an HCP, management activities are subject to new listings or changed federal conservation standards- placing additional uncertainties for future management activities.
- Without an HCP, our program is subject to 3rd-party lawsuits allowed under the ESA. When this occurs, management and conservation decisions are established through litigation and court rulings.

## Draft Western Oregon HCP: Preliminary Forest Management Outcomes

- Covers 635,000 forest acres west of the Cascades
- ESA Compliance Coverage for 16 terrestrial and aquatic species that are either currently listed or at risk of being listed as threatened and endangered.
- The HCP proposes a landscape-scale approach to conservation and active forest management to meet multiple land management objectives for these working forests.
- **Draft Habitat Conservation Areas (HCA):** The Draft HCP designates hundreds of HCAs throughout the landscape within a variety of forest conditions. The configuration, distribution, and management within HCAs will maintain, protect and enhance habitat quality for the covered terrestrial species. The HCAs create contiguous areas and optimize ecosystem and habitat function.
- **Final Draft Riparian Conservation Areas (RCA):** Riparian and aquatic functions- primarily large wood recruitment, stream temperature, and sediment routing are maintained, protected and enhanced with a network of riparian buffers and aquatic protection strategies throughout the watersheds. The buffers as well as strategies addressing the influence of roads and landslides on aquatic ecosystems will maintain, protect and enhance habitat for covered fish and amphibians.
- **Draft HCA and RCA** configurations designate approximately 48-52% of the forest in HCAs and RCAs.
- Goals and strategies to provide other public benefits such as air and water quality, cultural resources, recreation, public access are expressed in a companion Draft Western Oregon FMP.
- **Draft Harvest Level Outcomes:** We estimate the **Draft** HCP would result in an average harvest of 196 – 206 million board feet a year for 70 years.
  - Harvest volumes can vary by plus or minus 20% per decade. This is called a “departure”.
  - This estimated **Draft** harvest level is about 10% lower than current harvest levels.
- **Results are preliminary!** The HCA configurations are still being refined and the forest management models are undergoing review and improvements. The RCAs are in Final Draft form.

## Next Steps

### Board of Forestry

- October 6: Decision
  - BOF will decide if they want the Department to continue to pursue an HCP
  - The Department will present an analysis that compares the economic, social, and conservation outcomes of managing with or without an HCP.
- If directed to continue to work on the HCP:
  - Spring 2021: NEPA in Spring
  - Fall 2022: FMP and HCP adopted by the Board of Forestry and the State Land Board.

### County Engagement

- ODF is committed to making sure counties have information you need to provide input and engage in this important work that will shape how these forests are being managed.
- Forest Trust Lands Advisory Committee: FTLAC is statutorily established committee that advises the Board of Forestry on their policy work. The Department briefs FTLAC on State Forest Policy work via established meetings scheduled throughout the year.
  - The next regularly scheduled FTLAC meeting is August 28
  - However-in light of significant impacts of the pandemic on county resources, FTLAC has not been able to prioritize FTLAC meetings with the Department and may decide to cancel the August meeting. We look forward to re-initiating those meetings when FTLAC is able.

### Opportunities for public HCP Engagement

- Meeting Open to the Public September 16<sup>th</sup>
- HCP Resources: Steering Committee and Scoping Team Meeting notes, HCP work products, links to previous presentations to the public and the Board of Forestry, etc.

### Contact

Thank you for your time and service to Oregonians. State Forests and Department staff are available any time for follow up with individual commissioners or boards.

*Liz Dent*

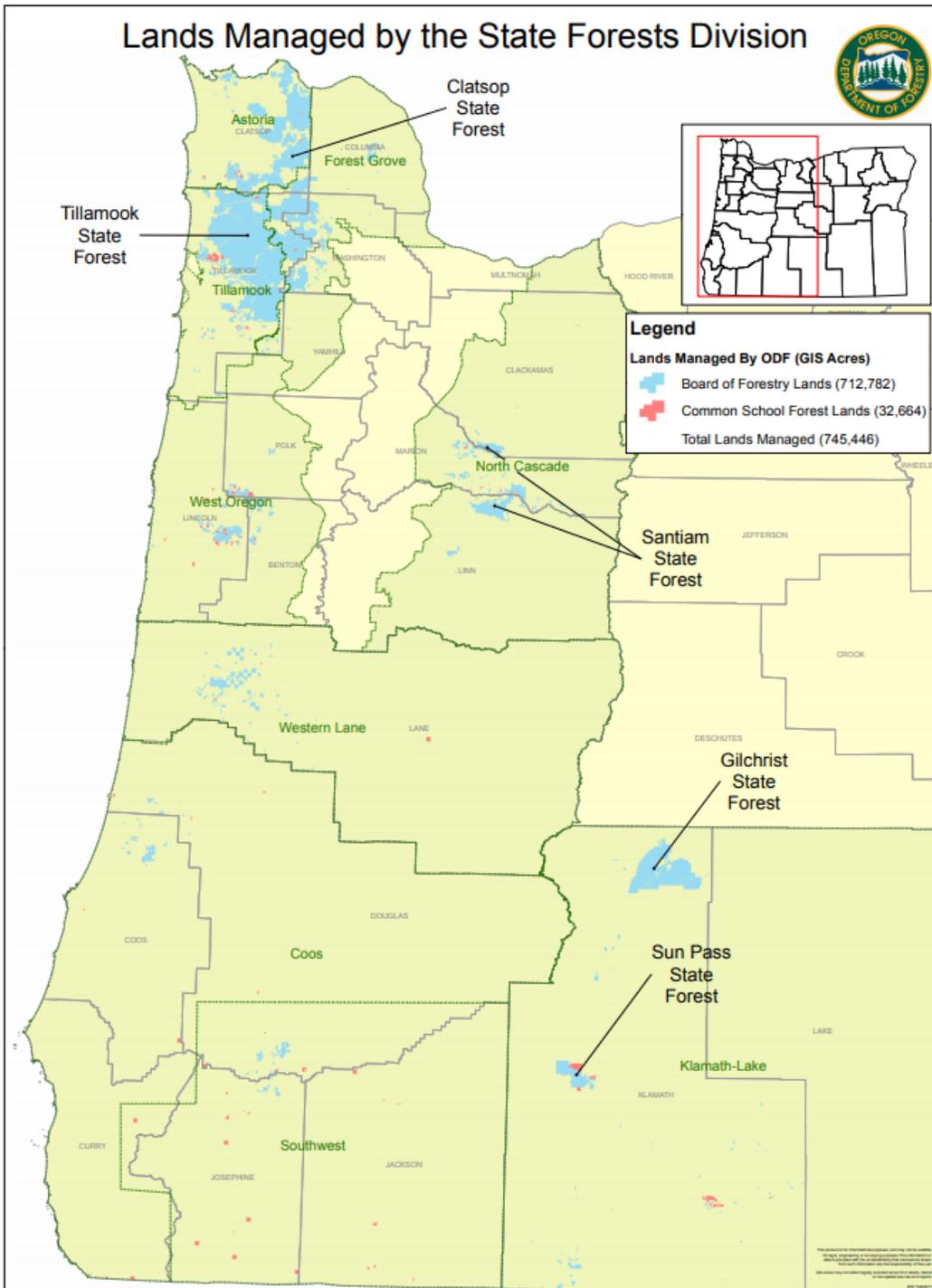
she | her | hers  
State Forests Division Chief  
Oregon Department of Forestry  
(503) 983-5120

*Dan Goody*

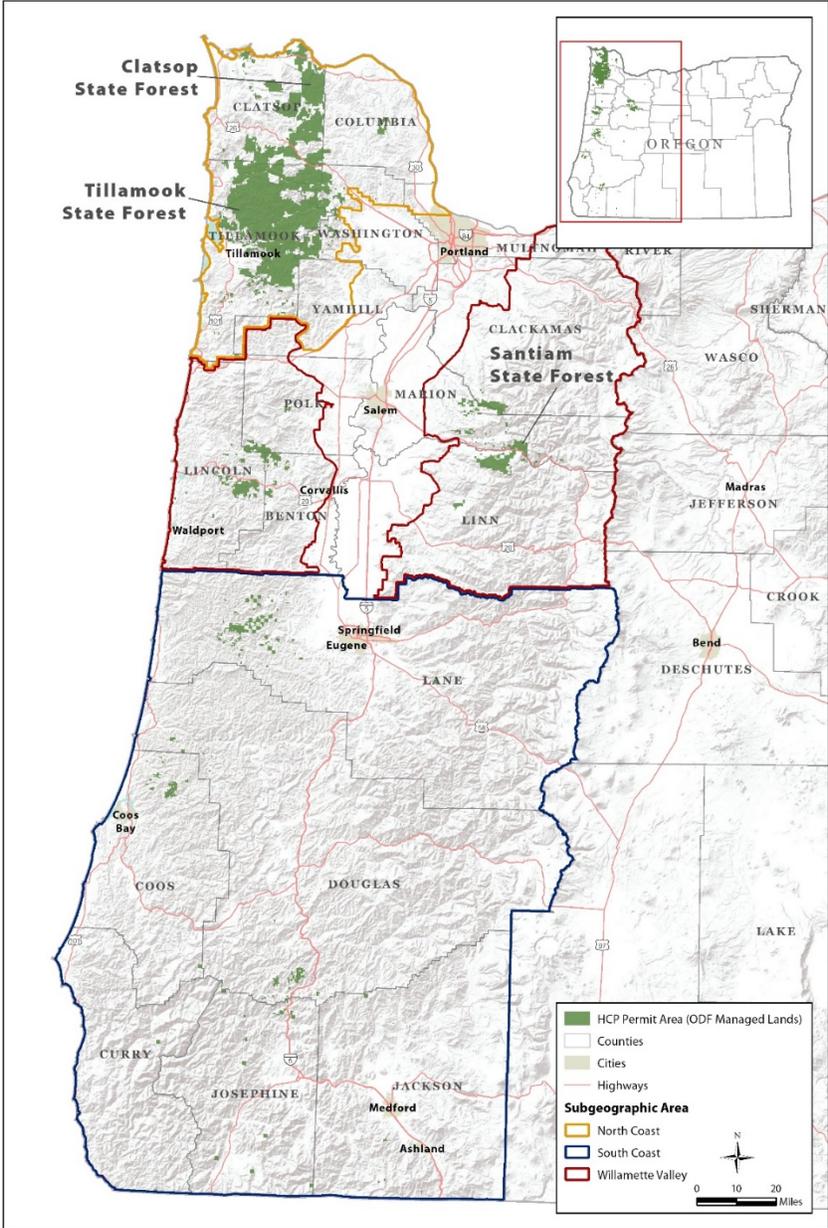
Astoria District Forester  
Oregon Department of Forestry  
(503) 338-0803



# Lands Managed by the State Forests Division



Proposed Geographic Scope of the Draft HCP



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**Clatsop County  
Board of Commissioners  
Minutes  
Wednesday, August 12, 2020**

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**REGULAR MEETING: 6:00 PM**

**ROLL CALL**

**PRESENT**

Commissioner Sarah Nebeker  
Commissioner Pam Wev  
Chair Kathleen Sullivan

**ABSENT**

Commissioner Lianne Thompson  
Commissioner Mark Kujala

**AGENDA APPROVAL**

*Motion made by Commissioner Wev, Seconded by Commissioner Nebeker.  
Voting Yea: Commissioner Nebeker, Commissioner Wev, Chair Sullivan*

**BUSINESS FROM THE PUBLIC**

Tom Clark is concerned with the fitness of the Citizen's Advisory Committee to draft policy that is legal, appropriate, and supports the variety of viewpoints present within the county. He said draft Goal 4 would generate a lawsuit from both private land owners and from the state and that the committee is attempting to trample on private land owner rights.

David Wells, Chief Forester with Oregon Natural Forestry, submitted written comments. *See hereto attached Exhibit A.*

Mike Eliason, General Counsel & Director of Government Affairs, Oregon Forest & Industries Council, submitted written comments. *See hereto attached Exhibit B.*

Doug Cooper, Vice President of Resources, Hampton Lumber, submitted written comments. *See hereto attached Exhibit C.*

**CONSENT CALENDAR**

*Motion made by Commissioner Nebeker, Seconded by Commissioner Wev.  
Voting Yea: Commissioner Nebeker, Commissioner Wev, Chair Sullivan*

5. Board of Commissioners Regular Meeting Minutes 6-24-20 {Page 106}
6. Board of Commissioners Regular Meeting Minutes 7-8-20 {Page 117}
7. Board of Commissioners Regular Meeting Minutes 7-22-20 {Page 123}

- 1 8. Transfer of property to the Girl Scouts of Oregon and SW Wash. Inc. {Page 126}
- 2 9. Transfer of property to the Sunset Empire Park and Recreation District {Page
- 3 132}
- 4 10. FY 2020-21 budget and appropriations adjustments for the Public Health Dept.
- 5 for unanticipated grant revenue from Columbia Pacific CCO {Page 138}
- 6 11. Request from Warrenton School District to use Camp Kiwanilong for school
- 7 purposes {Page 148}
- 8 12. Homeland Security Grant – Communications Plan {Page 161}

9 **COMMISSIONER'S LIAISON REPORTS**

10 Wev reported that the Chelsea Gardens housing project is moving forward and there  
11 may be an opportunity to apply for a grant to create a childcare facility onsite. The  
12 property will be managed by the Northwest Oregon Housing Authority.

13 Nebeker attended the Human Services Advisory Council. There was a presentation on  
14 CHART – Community Health Advocacy and Resource Team. She reported that Amy  
15 Baker, Executive Director of Clatsop Behavioral Healthcare (CBH), is working on an  
16 initiative to reach out to the Latino community. They have hired a bilingual therapist.  
17 Nebeker attended the Public Safety Coordinating Council. The new jail had to do some  
18 rebidding to keep within the budget. The Medical Examiner has retired. The Harbor has  
19 been very busy. CBH has been conducting visits on telehealth and in person visits.  
20 There have been 800,000 needles exchanged since the start of the Harm Reduction  
21 Program and there is a syphilis outbreak.

22 Sullivan recognized Dr. McNickle for his work that he and his staff have done with the  
23 Harm Reduction Program. She is happy about the transfer of property to the Girls  
24 Scouts of Oregon and also that the Warrenton School District is leasing Camp  
25 Kiwanilong for activities. Sullivan encouraged the Board to consider creating a Youth  
26 Advisory Board to encourage young people to get involved in county government. There  
27 will be a presentation from the Council of Forest Lands Committee to talk about  
28 important issues. She encourages all the Board members to listen. Sullivan recognized  
29 Gail Henrikson and her staff for all the hard work they are doing.

30 **COUNTY MANAGER'S REPORT**

31 Bohn reminded everyone that there will be a public meeting for the Public Works  
32 Resiliency Project. All the information is on the county website. Oregon Department of  
33 Forestry will be giving a presentation to the Board on August 26<sup>th</sup> relating to the state's  
34 forest management.

35 **BUSINESS AGENDA**

- 36 13. Adopt Proposed Fee Schedule for Public Health Services and Assessment & Tax
- 37 Services to be implemented August 13, 2020 {Page 184}

38 Steele notified the Board that the change to the Assessment & Taxation fee is a title  
39 change only. The Public Health fee changes pertain to onsite septic systems and  
40 temporary restaurant licenses.

1 Sullivan stressed that the fees the county raises are done to cover the costs and are  
2 thoughtfully done. Steele reiterated that the costs are so the county can continue to  
3 cover the costs for essential services. For example, the title search fee includes the  
4 cost of the program along with staff time so all of that is taken into consideration  
5 when setting the fee. There are several departments doing behind the scenes work  
6 to make sure the information is up to date.

7 *Motion made by Commissioner Nebeker, Seconded by Commissioner Wev.*  
8 *Voting Yea: Commissioner Nebeker, Commissioner Wev, Chair Sullivan*  
9

10 **GOOD OF THE ORDER**

11 None

12 **ADJOURNMENT**

13 6:45 P.M.

14 Approved by,  
15  
16

17 \_\_\_\_\_  
18 Kathleen Sullivan, Chairperson



Oregon Natural Forestry, LLC  
David Wells, Chief Forester  
2390 Nielsen Road  
Tillamook, OR 97141  
(503) 354-5707, (503) 758-8253  
oregonnaturalforestry@gmail.com

Public Comment for Clatsop County Board of Commissioners Meeting

August 12, 2020

Re: Comprehensive Plan Update, Goal 4 – Forestlands

Hello my name is David Wells and I am the Chief Forester with Oregon Natural Forestry, a forestry consulting business based in Tillamook that includes Clatsop County within my service providing area.

Reviewing the Draft version of Goal 4 – Forestlands for the Clatsop County Comprehensive Plan I find there are many troubling statements.

For instance:

“Selective harvest should be encouraged over clear-cutting.....” page 6

“Forest access should be gated only where a clear and present danger to the forests can be shown.” “The forests should be a recreational resource for all.” page 6

“When spraying herbicides the maximum quality (sp) of chemical spray should be limited not by the manufacturer, but by forestry department regulations.” page 7

“Off-road vehicles (ORVs) shall be strictly confined to established rock roads.....” page 9

These statements, some vague and others beyond purview of the Agency, would put additional burdens on the private forest landowner. The statement that “Forest access should be gated only where a clear and present danger to the forests can be shown” and “The forests should be a recreational resource for all” is especially troubling seeing how some treat the forest using it as a garbage dump, etc. These statements are describing a community’s access to private land after all.

In my work as a consulting forester I find that my clients have a diverse set of values and ways they choose to manage their forestland. The Oregon Forest Practices Act does set a standard for forest practices in Oregon regulating harvest, requiring reforestation, and protecting water. Adding additional constraints to the forest owner works to be a disincentive to practice good forest management and care for the land.

I am asking that the Goal 4 portion of the Comprehensive Plan receive additional review with a diverse group of stakeholders to revise the draft statements to align with the Oregon Forest Practices Act and Oregon Planning laws.



August 12, 2020

Clatsop County Board of Commissioners  
Hon. Chair Kathleen Sullivan  
800 Exchange Street, Suite 410  
Astoria, Oregon 97103

**Re: Goal 4 Comprehensive Plan Update**

Chair Sullivan and Members of the Commission,

Thank you for the opportunity to express the Oregon Forest & Industries Council's ("OFIC") comments on the ongoing process to update the Clatsop County Comprehensive Plan, specifically Goal 4, which addresses forest lands. OFIC represents over 50 large forestland owners and wood products manufacturers in Oregon, who provide over 60,000 family-wage jobs. Of the nearly 30 million acres of forestland in Oregon, OFIC members are responsible for managing over 6 million of those acres. Our members have a considerable presence in Clatsop County and take pride in providing economic and social support to the local communities. With that in mind, we have reviewed the draft Goal 4 language and have significant concerns that the updated text is, in many instances, far outside the scope of land use planning and also explicitly preempted by the Oregon Forest Practices Act ("OFPA").

At the outset, we wish to emphasize that updating the county's comprehensive plan is a valuable and necessary undertaking. It is a very lengthy process, takes a considerable amount of resources and provides a vision for future development in the unincorporated areas of the county. Having not undertaken a full update of the plan since its adoption in 1980, we agree this a good time for the county to take a fresh look. In addition, the formation of numerous regional Citizen Advisory Committees (along with a countywide CAC) adheres well to Goal 1 of Oregon's Land Use Planning Goals, which calls for "the opportunity for citizens to be involved in all phases of the planning process." We applaud the county's commitment to the process.

With respect to Goal 4, it is important to fully understand the relationship between local land use planning and the statutory underpinnings of the OFPA. Goal 4 states that "forest operations, practices, and auxiliary uses shall be allowed on forest lands subject only to such regulation of uses as are found in ORS 527.722."<sup>1</sup> ORS 527.722 is contained within the OFPA and, among other provisions, notes that "...no unit of local government shall adopt any rules, regulations, or ordinances or take any other actions that prohibit, limit, regulate, subject to approval or in any other way affect forest practices on forestlands located outside an acknowledged urban growth boundary."<sup>2</sup> In addition, Chapter 197 makes explicit that the land use planning goals and rules found in ORS Chapters 195-197 do not apply to the programs, rules, etc. carried out under the OFPA and further, "no goal or rule shall be adopted...in a manner to require or allow local governments to take any action prohibited by ORS 527.722."<sup>3</sup> In summary, as the very well-done comprehensive plan storymap on the county website explains, Clatsop County has a very limited role in regulating industrial timber lands. Whether privately or publicly owned, industrial timber lands are managed under the OFPA, and the OFPA sets the standards for all commercial activities involving the establishment, management or harvesting of trees on Oregon forestlands.<sup>4</sup>

Taking those considerable sideboards into account, the draft Goal 4 update ventures into areas explicitly preempted by the OFPA. While we provide several examples here in an effort to be helpful, this is far from an

<sup>1</sup> OAR 660-015-0000(4) <https://www.oregon.gov/lcd/OP/Documents/goal4.pdf>

<sup>2</sup> ORS 527.722(1) <https://www.oregonlaws.org/ors/527.722>

<sup>3</sup> ORS 197.277(1) and ORS 197.277(2) <https://www.oregonlaws.org/ors/197.277>

<sup>4</sup> Clatsop County Comp Plan Storymap: <https://storymaps.arcgis.com/stories/044d31e5923d44afa888f97c7b379da8>

exhaustive list and we recommend planning staff and legal counsel thoroughly re-draft language before eventually bringing it forward to the planning commission and ultimately the Board of Commissioners for adoption. In addition to language preempted by the OFPA, there is also a pervasive anti-forestry tone to the updates, which is disheartening considering how deeply connected the forest products industry is to the past, present and future of Clatsop County.

With respect to the draft language, policy #2 (regarding changes in forest zoning) should incorporate language from the relevant Oregon Administrative Rule, OAR 660-006-0010, in order to accurately state how lands suitable for commercial forest use should be identified. A much bigger problem is policy #3, as virtually the entirety of this draft policy is outside of the scope of land use and instead addresses forest practices solely regulated by the OFPA. Subjects such as stream buffers, replanting requirements, clear-cuts, forest access and gates, herbicides, controlled burns, etc, are all expressly the jurisdiction of the OFPA and do not belong in the county comprehensive plan.<sup>5</sup> In fact, the one area that can be addressed by the local land use authority, limiting forest fire propagation, currently is not. We recommend addressing that issue via the county's authority to implement defensible space standards, limiting residential development in the wildland-urban interface and similar measures.

Other significant problems with the current draft include policy #7(b), which, similar to policy #3, requires all gates to be left open on private forest lands. This is expressly preempted under current law. Policy #9, which creates watershed protections "in addition to what is currently specified in the OFPA" must be deleted in its entirety as it is also preempted by the OFPA. We would add that including subjective statements such as "the existing Forest Practices Act does not do a good job of adequately protecting watersheds for community or municipal drinking water" is both inaccurate (forestlands, including actively managed forestlands, have been repeatedly documented to provide the highest water quality of any land use in Oregon) and inappropriate for a document expected to be in effect for the next 20-40 years. Even if this statement were true, and it is not, the OFPA is an ever-evolving Act and has been significantly amended dozens of times over the past four decades.

Other issues we would be remiss in not mentioning include policy #12 (addressing utility right-of-ways), which appears to request the state adopt rules currently effect in California. This does not fit a county comprehensive plan and should be deleted. Policy #21 addresses carbon sequestration, which is both outside the scope of the comp plan and, as drafted, completely preempted by the OFPA. Finally, policies #22-29 are a series of broad statements and recommendations on forest practices that do not meet the requirements of either Goal 4 or the comprehensive plan generally. While these are likely well-intentioned statements, they should be deleted from the plan before adoption.

In closing, we thank you for the opportunity to comment and encourage the Board of Commissioners, planning staff and legal counsel to take a closer look at the draft language and ensure that the final product meets the high standard necessary of a county comprehensive plan and, with respect to Goal 4, conforms to current law. This will help ensure the county does not engage in wasting vital resources and staff time defending language that could have easily been addressed at an earlier stage. Clatsop County has a bright future ahead of it and the forest products industry intends to remain a fixture in the county, providing family-wage jobs and community support for decades to come.

Please do not hesitate to contact me at 971-218-0945 if you have any questions.



Mike Eliason  
General Counsel & Director of Government Affairs  
Oregon Forest & Industries Council

<sup>5</sup> [https://www.co.clatsop.or.us/sites/default/files/fileattachments/land\\_use\\_planning/page/16971/draft\\_01\\_goal\\_4\\_-\\_dlcd\\_comments.pdf](https://www.co.clatsop.or.us/sites/default/files/fileattachments/land_use_planning/page/16971/draft_01_goal_4_-_dlcd_comments.pdf) p. 6-7



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August 12, 2020  
 Clatsop County Board of Commissioners  
 Hon. Chair Kathleen Sullivan  
 800 Exchange Street, Suite 410  
 Astoria, Oregon 97103

**Re: Goal 4 Comprehensive Plan Update**

Chair Sullivan and Members of the Commission,

Please accept this feedback from Hampton Lumber on Clatsop County's Comprehensive Plan Update for Goal 4: Forestlands. As you know, Hampton owns and operates roughly 30,000 acres of timberland in Clatsop County, most of which is located near the community of Knappa. As a sawmill operator, we also depend on timber sales from Clatsop State Forest and surrounding privately owned forestlands to supply raw materials for local lumber manufacturing.

We appreciate the need to update the comprehensive plan for the county and understand the challenging nature of the task. That said, we were disappointed in the Goal 4 language that was submitted in draft form to the Oregon Department of State Lands (DSL) for review earlier this year. In addition to containing several policy prescriptions that are illegal, the document as submitted includes several factually incorrect statements and suggestions based off unsupported ideas or assumptions. The document does not reflect actual forestland management in the county, nor does it represent a viable future vision for the county's diverse forest stakeholders. Some examples of the problematic draft policies are summarized below.

**Oregon Law**

Oregon law specifically precludes county regulation of forest practices.

“[N]o unit of local government shall adopt any rules, regulations or ordinances or take any other actions that prohibit, limit, regulate, subject to approval or in any other way affect forest practices on forestlands outside of an acknowledged urban growth boundary.”

ORS 527.722. Though the statute contains limited exceptions, none would apply to the proposed additions to the Clatsop County comprehensive plan. This fact was specifically, and explicitly, confirmed by the DSL staffer who reviewed the draft plan. <sup>1</sup> Similar prohibitions apply to the regulation of pesticide applications.

“No city, town, county or other political subdivision of this state shall adopt or enforce any ordinance, rule or regulation regarding pesticide sale or use, including but not limited to:

- (1) Labeling;
- (2) Registration;

<sup>1</sup> “Much of the below is not regulated through land use. Refer to OAR 660-06-0060, “The Forest Practices Act (ORS 527.620 to 527.992) as implemented through Oregon Board of Forestry rules regulates forest operations on forest lands. The relationship between the Forest Practices Act and land use planning is described in ORS 527.722 to 527.726. OAR 660-006-0025 does not authorize county governing bodies to regulate forest operations or other uses allowed by ORS 527.620 to 527.990 and Oregon Board of Forestry rules.”

- (3) Notification of use;
- (4) Advertising and marketing;
- (5) Distribution;
- (6) Applicator training and certification;
- (7) Licensing;
- (8) Transportation;
- (9) Packaging;
- (10) Storage;
- (11) Disclosure of confidential information; or
- (12) Product Composition.”

ORS 634.057. Again, there is no exception for the Clatsop County comprehensive plan.

Instead, regulation of forest practices is exclusively the domain of the Oregon Board of Forestry pursuant to the Forest Practices Act. ORS 527.610 et seq. In this manner, the state avoids inconsistent and conflicting regulations that would result from a county-by-county approach.

A centralized regulatory regime also produces a better outcome for Oregonians in the long run. The Board receives all of the latest scientific and expert opinions when it reviews and establishes rules. It also weighs the long-term benefits versus the costs and attempt to uncover unintended consequences of pursuing one policy over another. In the end, the Board’s work is guided by a robust monitoring and adaptive management regime requiring large resources unavailable to most local jurisdictions, and pursuant to that process, the regulations implementing the Forest Practices Act have been updated in major ways dozens of times since the Act’s passage in 1971. Oregonians should be proud of the Oregon Forest Practices Act and the high quality environmental outcomes is produces.

Given the foregoing statutory prohibitions, the following sections directly conflict with state law:

- *Sections 3a(1), 3a(2), 3a(3), 3a(4), 3a(6), 3a(7), 3a(8), and 3a(9):* Stream buffers, replanting, harvest methods, and herbicide use in forests are regulated under the Oregon Forest Practices Act. The county has no authority over these activities and any policy prescriptions related to such should be removed from this document.
- *Sections 3a(5):* The county has no legal authority over public access policy on private property or ODF managed public lands. In addition, most private timberland in the county is already open to the public (except during closures for high fire danger) and used for hunting, fishing, hiking, mountain biking, and foraging. This existing public benefit of privately owned forestlands should added to the section on ‘Recreation’. While not included in this draft, there are also opportunities for county and city officials to coordinate with forestland owners regarding gate access for emergency planning and response situations. We encourage the county to pursue such partnerships.
- *Section 7b: “Elk and Deer damage due to browsing is a natural risk of timber production. It may be reduced through liberal availability of hunting licenses and through open access to forest lands. This means that gates at all forest access roads are to remain open.”* Please see comments on Section 3a(5) (above) regarding private property rights.
- *Section 9:* This section purports to require advance notification and mandate use of non-“synthetic” chemicals in watersheds. As highlighted above, and as recently confirmed in Lincoln County litigation, counties do not have the authority to regulate forestland pesticide applications. To the degree that the county views current regulations as insufficient, then comments should be directed to the Board of Forestry. Following historic legislation this summer, these regulations have been significantly modified to increase buffers and provide advance notification through a state-of-the-art online system. Our hope is that these first-in-the-nation practices will give

communities further comfort that forest pesticide applications are transparent, heavily regulated, and safe.

### **Incorrect Information/Assumptions**

In addition to the legal issues associated with many of the policy prescriptions included in this draft document, a number of statements also reflect a poor understanding of modern forest practices and forestry science and require amendment, clarification, and/or citation. For example:

- *Section 3a: "The Forest Practices Act sets minimum standards consistent with past priorities and needs updating to take into account in new science and findings."*  
Oregon has some of the strongest forest protection laws in the world. The county comprehensive plan is not the place for editorializing on state forest practices, particularly not without scientific or historical support.
- *Section 3a(6): "Forest diversity should be maintained. A variety of native tree species should be used when replanting clear-cuts."*  
This is already common practice. Public and private timberland managers plant a mixture of Douglas fir, Western hemlock, noble fir, Sitka spruce, and cedar depending on a variety of variables, including elevation and soil condition.
- *Section 3a(4): "Selective harvest should be encouraged over clear cutting. Explain the benefits of continuous forest cover [sic]."*  
First, selective harvest is not a management strategy for sustainable commercial timber production in western Oregon. Selective harvest, also known as thinning, removes some trees (often diseased or dying) so that the remaining trees can grow well until harvest. In western Oregon forests, clear cuts provide the space and sun Douglas fir seedlings need and reduce windthrow danger. For many small woodland owners, costs of logging necessitate larger harvest projects. What's more, a strategy that relies entirely on thinning ultimately results in logs that are too large for local mills. If the intent is to maintain a sustainable harvest in Clatsop County, selective harvest as a model is counterproductive as it would eventually make forestland incompatible for timber production and result in the loss of local wood manufacturing infrastructure. We do not believe this prescription is in the county's interest nor within its authority or expertise to recommend.
- *Section 3a(9): "Use of controlled burns should be encouraged to clear forest under story of fuel."*  
By encouraging controlled burns, this section conflicts with other policies regarding burning found elsewhere in the document (*3d: Reduced forest fires/limit fire propagation*). Fire in forest management is a complex subject. In Oregon, there is considerable difference between controlled use of fire in eastern and western forests. Any policies regarding its use should be established in consultation with experts.
- *Section 3b. "The commercial timber industry, while important to Clatsop County for the jobs it creates, the raw materials it provides, and the tax revenues it generates, should be highly regulated to maintain forestland at a sustainable level."*  
The timber industry is already highly regulated and that fact should be reflected in this document.
- *Section 3c: "Restoration following all timber cuts should be encourage [sic], along with effort to assure compliance. If the terrain is not suitable for restoration, alternative sites should be identified for tree planting in order to keep the overall number of forested acres roughly the same."*  
It is unclear what is being suggested here. Reforestation is already required by law and enforced by the Oregon Department of Forestry. If further "restoration" is being suggested more detail is needed.

- *Section 3e. "Existing restrictions on timber cutting should be enforced. Regulations should encourage selective harvest in areas of scenic beauty, such as the coastal hills visible from Clatsop County beaches."*  
Regulations related to timber harvest are already strictly enforced by the Oregon Department of Forestry..
- *Section 9: "Unfortunately, the existing Forest Practices Act does not do a good job of adequately protecting watersheds for community or municipal drinking water."*  
This line item is conjecture and not supported by water quality monitoring data. The county comprehensive plan is not the place for editorializing on state forest practices, particularly not without scientific or historical support.

### **Public Process**

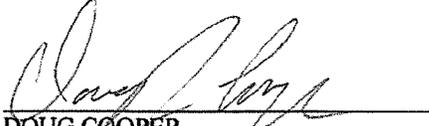
In conclusion, we have deep concerns with the process by which this draft was prepared. While a major forestland owner and timber purchaser in the county, we did not receive an invitation to participate in the Goal 4 discussions. No one at our Warrenton mill or Big Creek forestry office in Knappa received word of public meetings being held on the topic. We found out about the process second-hand and were able to attend a number of community meetings beginning last fall.

The Clatsop County Board of Commissioners selected and tasked the regional citizen advisory committees with soliciting feedback from residents and key stakeholders in their respective regions and they should be held accountable to do so. In our experience, these meetings were not used to solicit meaningful feedback nor were the concerns, comments, or expertise offered by the forestland owners and forest sector workers who were present at these meetings incorporated anywhere in the draft document. As a result, this document clearly only reflects the expressions and beliefs held by the handful of volunteers entrusted to shepherd this process.

As the members of the citizen advisory committees are not elected officials, it is the Board of Commissioners that is ultimately accountable for ensuring the plan update is accurate and inclusive. As the document currently reflects a poor understanding of land use laws, the Oregon Forest Practices Act, and existing forestland uses and management, we highly recommend county staff review the accuracy, appropriateness and legality of the content of Goal 4. As currently written, the comprehensive plan would assuredly solicit legal challenges at considerable expense to the county. I would also suggest the Board of Commissioners carefully review the process that has informed development of this document to ensure that going forward, public engagement is transparent, inclusive, and responsive to the county's diverse stakeholder groups.

Thank you for the opportunity to comment. Please feel free to contact me at 503-365-8400 if you have any questions.

Sincerely,



DOUG COOPER

Vice President of Resources  
Hampton Lumber

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

August 26, 2020

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**Issue/ Agenda Title:** Fund Exchange Agreement with ODOT  
**Category:** Consent Calendar  
**Prepared By:** Dean Keranen, County Engineer  
**Presented By:** Dean Keranen, County Engineer

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**Issues Before the Commission:** The Board is being asked to approve an agreement with the Oregon Department of Transportation for an exchange of the County's allotted Federal funds for State funds.

**Informational Summary:** The Public Works Department would like to enter into a Fund Exchange Agreement with ODOT to exchange the County's allotted Federal Surface Transportation Program (STP) funds for State funds. Through the exchange program, Cities and Counties exchange federal dollars for state dollars which allows the County to use Federal funds without being burdened with the federal regulations. The exchange rate is \$94 in State funds for \$100 in federal funds. This agreement will exchange \$277,000.00 in federal funds for \$260,380.00 in State funds.

Each year the County receives an allotment of STP funds to be used on eligible projects and these funds were approved for use on the purchase of a loader with a brush cutter.

**Fiscal Impact:** This purchase will be paid for from the Equipment Replacement budget.

**Options to Consider:**

1. Approve the fund exchange agreements with ODOT for \$260,380.00 in State funds.
2. Reapply to use the Fund Exchange money for a different project.
3. Save the Fund Exchange money for future projects.

**Staff Recommendation:** Option #1

**Recommended Action:**

*Approve the Fund Exchange Agreement with ODOT for \$260,380.00 in State Funds and sign the Agreement and any amendments.*

**Attachment List**

- A. Fund Exchange Agenda Summary
- B. Fund Exchange Agreement for Loader Purchase
- C. Contract Review Worksheet

G001-T041620

**GRANT AGREEMENT  
OREGON DEPARTMENT OF TRANSPORTATION  
2020 FUND EXCHANGE PROGRAM**

**Project Name:** Loader with Brush Cutter Purchase

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and **Clatsop County**, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall end two (2) years after the Effective Date (the “Availability Termination Date”).
- 2. Agreement Documents.** This Agreement consists of this document and the following documents:
  - a. Exhibit A: **Project Description**
  - b. Exhibit B: **Recipient Requirements**
  - c. Exhibit C: **Subagreement Insurance Requirements**
  - d. Exhibit D: **Documentation provided by Recipient prior to execution of the Agreement (i.e. application, Part 1 of the Project Prospectus)**

Exhibits A, B and C are attached to this Agreement. Exhibit D is incorporated by reference. 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: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit D.

- 3. Project Cost; Grant Funds.** To assist in funding the Project, Recipient has requested ODOT to exchange 2020 federal funds, which have been allocated to Recipient, for state funds based on the ratio of \$94 state for \$100 federal.

Based on this ratio, Recipient wishes to exchange \$277,000.00 federal funds for \$260,380.00 state funds (the “Grant Funds”).

- 4. Project.**
  - a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 4(c).

- b. Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).
  - i.** Eligible Costs are actual costs of Recipient to the extent those costs are:
    - A.** reasonable, necessary and directly used for the Project;
    - B.** purchase or production of Aggregate. Recipient shall ensure the purchase or production of aggregate is highway related and exclusively used for highway work;
    - C.** purchase of Equipment. Purchased equipment shall be used exclusively for highway purposes for the useful life of the equipment. Recipient shall clearly describe how it has used or plans to use said equipment on highways, and shall demonstrate the equipment will only be used for highway purposes. In the event that the equipment is not used for highway purposes, Recipient shall pay to ODOT the fair market rental value for Recipients non-highway use of the equipment. The useful life and the fair market rental value of the equipment shall be determined by ODOT, based on the type and condition of equipment;
    - D.** permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and
    - E.** eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.
  - ii.** Eligible Costs do NOT include:
    - A.** operating and working capital or operating expenditures charged to the Project by Recipient;
    - B.** loans or grants to be made to third parties;
    - C.** any expenditures incurred before the Effective Date or after the Availability Termination Date; or
    - D.** costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;
    - E.** right of way costs; or
    - F.** costs to adjust, reconstruct or relocate utilities.
- c. Project Change Procedures.**
  - i.** If Recipient anticipates a change in scope or Availability Termination Date, Recipient shall submit a written request to their ODOT Contact. The request for change must be submitted before the change occurs.

- ii. Recipient shall not proceed with any changes to scope or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT's approval of a Recipient's request for change. A request for change may be rejected at the sole discretion of ODOT.

**5. Reimbursement Process.**

- a. ODOT shall reimburse Recipient for 94% of Eligible Costs up to the Grant Fund amount provided in Section 3. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT's receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement.
- b. Each reimbursement request shall be submitted on letterhead to the ODOT Contact and include the Agreement number, the start and end date of the billing period, and itemize all expenses for which reimbursement is claimed. Recipient shall provide to ODOT proof of payment and backup documentation supporting Recipient's reimbursement requests.
- c. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement;
  - ii. Recipient is in compliance with the terms of this Agreement; and
  - iii. Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

**6. Representations and Warranties of Recipient.** Recipient represents and warrants to ODOT as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient 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 Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient 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 or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (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 Recipient is a party or by which Recipient 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 Recipient of this Agreement.

- b. Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, 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.** Recipient'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 or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

## 7. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Recipient 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. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. Retention of Records.** Recipient 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 a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in

accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

## **8. Recipient Subagreements and Procurements.**

**a. Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, “subagreements”) for performance of the Project.

**i.** All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.

**ii.** Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third party beneficiary of Recipient’s subagreement with the contractor and to name ODOT as an additional or “dual” obligee on contractors’ payment and performance bonds.

**iii.** Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT’s request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

**b. Subagreement indemnity; insurance.**

*Recipient’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 State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees 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 Recipient’s subagreement or any of such party’s officers, agents, employees or subcontractors (“Claims”). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient’s subagreement(s) from and against any and all Claims.*

**i.** Any such indemnification shall also provide that neither Recipient’s subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient’s subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon 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 Recipient’s subrecipient is prohibited from defending the State, or that Recipient’s subrecipient is not adequately defending the State’s interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The

State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.

- ii. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- iii. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
- iv. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
  - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
  - ii. All procurement transactions are conducted in a manner providing full and open competition.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

**9. Termination.**

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
  - i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
  - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;

- iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of ten (10) calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
  - iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
  - v. If 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
  - vi. If the Project would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

## 10. GENERAL PROVISIONS

### a. Contribution.

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party’s liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative

- fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
- iii.** With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
  - 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.
  - c. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
  - d. Duplicate Payment.** Recipient 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.
  - e. No Third Party Beneficiaries.** ODOT and Recipient 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.
  - f. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the 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 10(g). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective

against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- g. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between ODOT (or any other agency or department of the State of Oregon) and Recipient 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 such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- h. Compliance with Law.** Recipient 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. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.
- i. Insurance; Workers’ Compensation.** All employers, including Recipient, 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. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- j. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an “officer”, “employee”, or “agent” of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. 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.

- l. Counterparts.** This Agreement may be executed in two or more counterparts, 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.
  
- m. Integration and Waiver.** This Agreement, including all Exhibits, 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. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**SIGNATURE PAGE TO FOLLOW**

**THE PARTIES**, by execution of this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Program and Funding Services Manager approved the Fund Exchange on July 2, 2020.

**Recipient Name**, by and through its elected officials

**STATE OF OREGON**, by and through its Department of Transportation

By \_\_\_\_\_  
(Legally designated representative)

By \_\_\_\_\_  
Assistant Highway Division Administrator

Name \_\_\_\_\_  
(printed)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

**APPROVAL RECOMMENDED**

Name \_\_\_\_\_  
(printed)

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

**LEGAL REVIEW APPROVAL  
(If required in Recipient's process)**

Date \_\_\_\_\_

By \_\_\_\_\_  
Recipient's Legal Counsel

By \_\_\_\_\_  
State Traffic-Roadway Engineer

Date \_\_\_\_\_

Date \_\_\_\_\_

**Recipient Contact:**  
Dean Keranen, PE  
County Engineer  
Clatsop County Public Works Department  
1100 Onley Avenue  
Astoria, Oregon 97103  
(503) 325-8631 ext. 2507  
dkeranen@co.clatsop.or.us

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

**ODOT Contact:**  
Shelly White-Robinson  
Special Program Coordinator  
ODOT, Region 2  
455 Airport Road SE, Building B  
Salem, Oregon 97301  
(503) 986-6925  
shelly.white-robinson@odot.state.or.us

## **EXHIBIT A**

### **Project Description**

**Agreement No. 34375**

**Project Name:** Loader with Brush Cutter

#### **A. PROJECT DESCRIPTION**

This project is for the purchase of equipment for road maintenance and repairs. The equipment is a loader with brush cutter to be used on various county roads.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section 4.

## **EXHIBIT B**

### **Recipient Requirements**

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.
3. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.
4. **Americans with Disabilities Act Compliance.**
  - a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
    - i. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
    - ii. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
    - iii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
    - iv. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- v. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway before acceptance of Project by Recipient and before release of any Recipient contractor.
  - vi. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days before the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
  - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:  
  
<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;  
  
Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
  - iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
  - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c.** Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
- i. Pedestrian access is maintained as required by the ADA,

- ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
  - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
  - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
  - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section 5 shall survive termination of this Agreement.

**5. Work Performed within ODOT's Right of Way.**

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

**6. GENERAL STANDARDS.**

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

## EXHIBIT C Subagreement Insurance Requirements

### 1. GENERAL.

- a. If the Project is on or along a state highway, Recipient 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 ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient 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 Recipient permit work under a subagreement when Recipient 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 the Recipient is a Party.
- b. The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

### 2. TYPES AND AMOUNTS.

#### a. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

#### b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within fifty (50) feet of any railroad property, bridge, trestle, track,

roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

**c. AUTOMOBILE LIABILITY.**

Automobile Liability Insurance covering Contractor’s business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

**d. ADDITIONAL INSURED.**

The Commercial General Liability Insurance and Automobile Liability Insurance must include the “**State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees**” as an **endorsed** Additional Insured but only with respect to the contractor’s activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**e. “TAIL” COVERAGE.**

If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance or pollution 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 twenty-four (24) months following the later of : (i) the contractor’s completion and Recipient’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (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 twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

**f. NOTICE OF CANCELLATION OR CHANGE.**

The contractor or its insurer must provide thirty (30) days written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**g. CERTIFICATE(S) OF INSURANCE.**

Recipient 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) **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers’ Compensation.

**The Recipient shall immediately notify ODOT of any change in insurance coverage.**

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

August 26, 2020

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**Issue/ Agenda Title:** Sex Offender Treatment Services  
**Category:** Consent Calendar  
**Prepared By:** Kristen Hanthorn, Lieutenant  
**Presented By:** Kristen Hanthorn, Lieutenant

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**Issues Before the Commission:** Should Clatsop County enter into a Personal/Professional Service Agreement with Choices Counseling, LLC to provide sex offender treatment to eligible justice involved individuals under supervision with Clatsop County Parole & Probation.

**Informational Summary:** Clatsop County requested quotes from more than five service providers to provide sex offender treatment services for our population. Our former provider, Steven J. Powell, LLC, retired in May of 2020 necessitating our locating a new provider. We received responses from two treatment agencies and Choices Counseling, LLC was selected. Mr Michael Crowe, LMFT, CADCI Director, Co-Owner of Choices Counseling will be the service provider. Mr Crowe will be under direct supervision of a Certified Clinical Sex Offense Therapist as required by the Oregon Health Authority/ Oregon Sex Offender Treatment Board.

Clatsop County has approximately 25 justice involved individuals under supervision at the current time who need sex offender treatment services. This contract will ensure they receive services regardless of their ability to pay.

**Fiscal Impact:** The Sheriff's Office budgeted \$45,000 for Sex Offender Treatment in the FY 20/21 Budget.

**Options to Consider:**

1. Approve a four-year Personal/Professional Service Agreement C7393 with Choices Counseling, LLC and authorize the County Manager to execute.
2. Choose another provider.

**Staff Recommendation:** Option # 1.

**Recommended Action:**

*“I move that the Board approve and adopt four-year service agreement C7393 with Choices Counseling, LLC and authorize the County Manager to execute.”*

**Attachment List**

- A. Choices Counseling, LLC response to RFQ.
- B. Sex Offender Treatment Clinician Qualification and Program Standards



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

Contract No. C7393

**PERSONAL/PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT is by and between Clatsop County ("County") and Choices Counseling, LLC ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$180,000 to be paid to Contractor by County, Contractor agrees to perform between date of execution and June 30, 2024, inclusive, the following specific personal and/or professional services:

See Attachments A and B

Payment Terms: Payment made within thirty days of receipt of invoice.

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

14. **FUNDING.** In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.
15. **STANDARD OF SERVICES AND WARRANTY.** Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.
16. **COUNTY PRIORITIES.** Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.
17. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.
18. **TAX COMPLIANCE CERTIFICATION.** Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor's fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.

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

**FOR COUNTY:**

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

\_\_\_\_\_  
Title

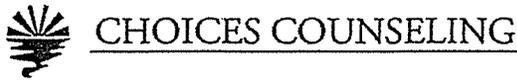
**FOR CONTRACTOR:**

[Signature] 8/10/20  
Signature Date

OWNER / Director  
Title

22 Basin ST STE 110  
Address

Astoria OR 97103  
City State Zip



### Request for Sex Offender Treatment Program Provider Response

**Provider Credentials and Education:** Michael Crowe will be the provider of services. Mr. Crowe is a Licensed Marriage and Family Therapist through the Oregon Board of Licensed Counselors and Therapists (see attached current license). He has been trained on the Static-99 Stable and Acute and will be attending a refresher course with Katherine Gotch, and has completed education on Evidence-Based Psychotherapeutic Approaches to Adult Sexual Offender Treatment, Typological Differences in Sexual Offenders, ATSA Practice Guidelines for the Assessment, Treatment, & Management of Male Adult Sexual Abusers, and Assessing Dynamic Treatment Targets in Adult Sex Offenders. The last four indicated are ATSA Master Classes and at 23 hours, exceed the requirements for a Certified Secondary Clinical Sexual Offense Therapist. Additional scheduled Sexual Offender specific education has been confirmed through enrollment in the Idaho Sexual Offender Conference August 05 – 07, 2020. This includes additional assessment training in the Violence Risk Scale – Sex Offender Version (VRS-SO) which will be utilized as an important assessment tool for certain typologies of sexual offenders. Mr. Crowe has completed all of the requirements for a Certified Secondary Clinical Sex Offense Therapist and his application has been submitted to the Oregon Health Authority. His supervisor, who is on the Board of the Oregon Health Authority (OHA) -Sex Offender Treatment Board (SOTB) has reviewed the requirements and has supported the submission for the credential.

**General therapy experience as well as experience specific to sex offender therapy:** Mr. Crowe has been involved in the general treatment field for a little over 30 years. During this time, he has worked with the criminal justice population on a state, federal, and local level for 29 of those years. He has worked as a Mental Health Specialist with Washington County Community Corrections (WCCC) focusing on Offenders with the highest risk and needs, which included the sex offender population needing mental health services. He worked closely with the Sex Offender Team during this time. He was a Probation Officer for WCCC on the Domestic Violence Team before returning to full time working Private Practice with a focus on working with Offenders supervised by Clatsop County Community Corrections (CCCC). Mr. Crowe has extensive experience with group therapy including the domestic violence population which has similar dynamics, treatment modalities, and treatment goals. He has worked with the sex offender population on an individual basis. Mr. Crowe is very familiar with the importance of Risk and Need evaluation with interventions targeted to the specific needs of the population. He understands the specific needs in Sex Offender treatment and is comfortable working with this population.

**Affiliation Memberships specific to sex offender therapists:** Mr. Crowe is a clinical member of the Association for the Treatment of Sexual Abusers (ATSA) and a member of the Oregon Association for the Treatment of Sexual Abusers (OATSA).

**Ability and availability to fill the above needs either in its entirety or part:** Mr. Crowe as a provider for Choices Counseling will place the treatment of sexual offenders as his highest priority in providing clinical services. He will be available to meet all needs of CCCC for providing treatment to the Sex Offender population. He will be available full time to provide individual and group therapy as well as on

call for any emergencies. Since he is a local provider, he is uniquely available to meet the needs of the sex offender treatment program in Clatsop County and has an excellent rapport with the CCCC team.

**Availability to testify in court:** Mr. Crowe is experienced in testifying in court and is familiar with the Judges and courtrooms of Clatsop County. Being local, he is available to testify as needed. There is no charge for these services.

**Name and description of all curriculum used:** Initially Thinking For a Change will be used to address criminogenic needs for those of High Risk/High Need. Thinking For a Change is a cognitive/behavioral manualized program and is supported as an evidence-Based Program (EBP). To address the sex offender specific needs, Road to Freedom: A Comprehensive Competency-based Workbook for Sexual Offenders in Treatment will be used in conjunction with Thinking for a Change. The curriculum of the University of Cincinnati will be considered after Mr. Crowe attends the UC Training Institute later this year once it is scheduled.

**A fee schedule for treatment services:**

Individual sessions: \$80.00 per 55 minute hour

Group Therapy: \$40.00 per session

Sex Offender Assessment with report: \$180.00

**Any other information the provider feels would be helpful:** Mr. Crowe understands the need to work closely with the supervising officer and collaborate as needed. His philosophy includes a team approach and supporting the Probation Officer's position while offering alternative perspectives to the Officer at times. He will work collaboratively addressing client requests for family and other visitations as well as other requests made by the individual. Additionally, Mr. Crowe will work in conjunction with the Supervising Officer regarding the needs for polygraph examinations, medical interventions, and other services not provided by this contract. Mr. Crowe will be supervised by Kelley Chimenti, LCSW. Ms. Chimenti has been in the sex offender treatment field since 2002 and is on the OHA-SOTB and is the current President of the OATSA Board (see resume attached).

The treatment modality will be cognitive and behavioral as recommended by ATSA and the treatment of high risk/high need offenders. Mr. Crowe has trained under Bill Miller for Motivational Interviewing and will utilize Motivational Enhancement skills while recognizing the stages of change of each client. Mr. Crowe has extensive training in cognitive restructuring and has had training in both Thinking for a Change and Moral Reconciliation Therapy. He is familiar and utilizes the work of Andrews, Latessa, DiClementi, Prochaska, and other leaders in the field of criminal behaviors and interventions. He recognizes the importance of modeling, role play, and experiential exercises in the group and individual process. Skill building is seen as a valuable tool for change and the ability to develop usable interventions for the client. All groups will be divided into appropriate levels of risk/need responsibility with "lows" separated from "medium and highs". All groups will always be gender specific and curriculum for female offenders will include cognitive restructuring if indicated by the risk/needs assessment utilizing the results of the WRNA. Treatment interventions will be assessed for each female offender with an appropriate treatment plan developed to meet those individual needs. Treatment will be provided using best practices and EBP as outlined in the Oregon Administrative Rules. Each male client will also be assessed for his particular needs and treatment plans will be developed according to

20 Basin Street, #110, Astoria, OR 97103 (503)325-4499

the individual needs. Mr. Crowe is a Trauma Proficient Therapist and trained in Eye Movement Desensitization Reprocessing (EMDR). Mr. Crowe focuses on the ability to develop a professional relationship with the clients with whom he works and recognizes the relationship and individual therapy has shown to have the greatest impact on change in the sexual offending client. He recognizes the impact of an individual's family and/or support system and believes in using a community coordinated response. As recommended by ATSA, this can include family member education or conjoint counseling if the individual is to ultimately reunite with the family either before or after supervision ends. Mr. Crowe is familiar with CCCC and the Covid-19 protocols in place. He is able to provide telehealth services as well as direct services in a safe socially distanced manner.

## **Sex Offender Treatment Clinician Qualifications and Program Standards**

### **Attachment B**

- I. Certified Clinical Sex Offense Therapist:**  
Mr. Crowe will be supervised by a Certified Clinical Sex Offense Therapist with a minimum of 2 hours of supervision for every 10 hours of clinical contact as required by OHA-SOTB. As indicated above Kelley Chimenti, LCSW will be the supervising clinician. Her resume is attached.
- II. Certified Secondary Sex Offense Therapist:**
  - a. Mr. Crowe is under direct supervision of a Certified Clinical Sex Offense Therapist as indicated above.
  - b. Possess a Masters degree in Marriage and Family Therapy
  - c. Has an active Licensed Marriage and Family License. (see attachment)
  - d. Exceeds the minimum 15 hours of sex abuse specific training within 3 years prior to application.

Note: Application is with the OHA-SOTB for review. Certification should be completed by 8/02/2020 as reported by the OHA-SOTB certification person.

- III. Not Applicable**
- IV. Additional Requirements:**
  - a. Mr. Crowe is a participating member of The Association for the Treatment of Sexual Abusers (ATSA) and a member of the Oregon Chapter of ATSA (OATSA). He has committed to following all general guidelines and ethical standards and practices of ATSA.
  - b. Mr. Crowe has passed many criminal background checks and does not have any sex offenses or offenses related to fraud and is willing to undergo such a check. His background check will not be a barrier to providing treatment. Choices Counseling LLC is in good standing with CCCC.
- V. Community Correction Client Coordination and Therapy Programming Requirements:**
  - a. Mr. Crowe will engage in an *active and ongoing* coordination with Community Corrections to ensure that treatment programming and curriculum adhere to the

Oregon Department of Corrections CPC standards which include the use of Evidence Based Practices.

- b. Mr. Crowe will complete an evaluation with each client prior to therapy engagement. That evaluation will contain at a minimum: Mental status exam, psychosocial history, criminal history, sexual history, treatment history, diagnostic impressions, multi-axial diagnosis, and treatment recommendations.
- c. Mr. Crowe will disseminate a copy of this assessment to the client's supervising officer when the initial assessment is completed and when any subsequent assessments are completed through the treatment process. Such documents must include the determination of client's need of therapy and, if therapy is recommended, a summary of the treatment plan. Mr. Crowe will further provide the client's supervising officer documented treatment plan up-dates when the treatment plan is modified or up-dated. All treatment plans shall be up-dated a minimum of once annually.
- d. Mr. Crowe will complete verbal staffing with the client's supervising officer a minimum of once per month and provide a written status report a minimum of once quarterly. Status reports will include client participation and performance, any notable or significant issues affecting treatment or supervision and what phase of treatment the client is in.
- e. For clients that become non-compliant with treatment, a notice of non-compliance will be provided to the client's supervising officer as soon as practicable, but not to exceed 5 calendar days from when the Mr. Crowe becomes aware of the non-compliance. Such notification does not necessarily mean that the client cannot continue in therapy once compliance is re-established.
- f. Mr. Crowe and Clatsop County Community Corrections will utilize a privilege request form or action plan form for client use. This document will be developed and used for clients to request special privileges or allowances. Both Mr. Crowe and supervising officer are to receive a copy of the request and both must be involved in the approval/denial of such. At the Mr. Crowe's discretion, the process may also include therapy group feedback regarding the request, though the therapy group itself shall not make the final approval determination.
- g. All client polygraphs shall be scheduled as a result of a coordination between the supervising officer and Mr. Crowe and all such results shall be shared. Clients in need of psychosexual evaluations, polygraph examinations, sexual arousal assessments, or other services not provided by Mr. Crowe will be staffed with the client's supervising officer and appropriate referrals made.
- h. Mr. Crowe will require clients to sign a two-way release of information to allow treatment and supervision coordination between Mr. Crowe and Clatsop County Community Corrections.
- i. If Mr. Crowe has a concern or disagreement with the supervising officer about a case that cannot be resolved, the concern would be discussed with Community Corrections

Division Management. It is hoped that Mr. Crowe and the supervising officer would meet together with the Division Management for input.

- j. Mr. Crowe will provide each client with a written copy of the treatment agreement which include at a minimum, their treatment expectations, the consequences if the client violates the agreement, cost for service and the frequency of treatment involvement. This agreement must be signed by the client at the beginning of treatment and a copy provided to the client's supervising officer.
- k. Mr. Crowe shall have a written grievance procedure that is provided to each client. This procedure should allow clients a process wherein they can adequately address any ethical, procedural, or therapy related concerns. This procedure should include the contact information for the Oregon Health Authority Health Licensing Office and the client's right to file a complaint with that office.
- l. Mr. Crowe will follow the ATSA ethical principles as well as all such requirements of the SOTB. Mr. Crowe is responsible for the ethical conduct of interns and employees working under their supervision. Violations of an ethical principal that comes to the attention of Clatsop County may result in a review by Clatsop County, and a corrective action plan for the violation may be issued. A violation may result in a report being made to SOTB and ATSA by Clatsop County. The service contract may be terminated as a result of such violations.

Respectfully submitted,

Michael Crowe LMFT, CADCI Director, Co-Owner Choices Counseling

**MICHAEL D. CROWE Licensed Marriage, Family, Child, Therapist**

**20 Basin Street, # 110, Astoria, OR 97103**

**PHILOSOPHY:** In working with clients, I view individuals as capable and caring persons attempting to have their needs met within the context of family systems, cultural, ethical and societal environments. Individuals, couples, and/or families will be encouraged to examine beneficial ways to improve relationships within those environments, and to find healthy coping mechanisms to assist in their endeavors. Each client(s) will be assessed for needs and be will be provided the most appropriate modality of treatment utilizing the latest evidence-based research. I will abide by the Oregon State Board of Licensed Professional Counselors and Therapists Code of Ethics as well as the ATSA Code of Ethics. Therapy and the ability to change and grow is viewed through a strength-based perspective.

**EDUCATION & TRAINING:** I have completed the requirements for a Master of Science in Marriage, Family and Child Therapist through Capella University in December 2017. I am a Certified Alcohol and Drug Abuse Counselor II and Domestic Violence Interventionist Specialist and have been in the counseling field since 1989. I am a Certified Secondary Clinical Sexual Offense Therapist and I am supervised by Kelley Chimenti, LCSW who is a Certified Sexual Offense Therapist. I participate in ongoing training and education for each specialty as well as ethics and cultural diversity.

**CLIENT RIGHTS:** As a client of a Oregon Licensed and Family Therapist, you have the right to: expect that a licensee has met the minimal training and experience demanded by State Law; examine public records maintained by the Board of Licensure and have the Board confirmed that credentials of a licensee ; obtain a copy of the Code of Ethics; reports complaints to the Board; be informed of the costs of service prior to receiving saying; confidentiality except in the case of child, disabled or elder abuse, danger to self or others, and to obtain medical help for you in an emergency, insurance verification as needed for treatment, auditing purposes and case consultation or supervision; be provided with HIPPA laws and disclosures; defending claims brought by the client against licensee intern; be free from the object of discrimination on the basis of race, religion, gender or other unlawful category while receiving services. Concerns or grievances for the SO population may be made to the Oregon Health Authority at: 500 Summer Street, NE, E-20 Salem, OR 97301-1097 Phone: 503-947-2340. All other concerns should be addressed to the Oregon Board of Professional Counselors and Therapists at: 3218 Pringle Rd. SE, Suite 120, Salem, OR 97302 Phone: (503) 378-5499.

**COUNSELING FEES:**

**Standard Fee: \$ 150.00 per 55 minute hour**

**Couples Therapy: \$ 150.00 per 55 minute hour**

**Group Therapy: \$ 60.00 per session**

**General Mental Health and Marriage and Family Assessment: \$150.00**

**Sex Offender and DV Individual Session: \$80.00 per 55 minute hour**

**Sex Offender and DV Group Therapy: \$40.00 per session**

**Sex Offender and DV Assessment with formal report: \$180.00**

## Kristen Hanthorn

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**From:** Fultz Derek J <DEREKJ.FULTZ@dhsoha.state.or.us>  
**Sent:** Friday, August 7, 2020 9:56 AM  
**To:** Kristen Hanthorn  
**Cc:** Michael Crowe  
**Subject:** Michael Crowe

**Importance:** High

Hello Lt. Hanthorn,

My name is Derek Fultz and I am the licensing qualifications specialist for the Sexual Offense Treatment Board. I have an applicant who is waiting to complete his application for certified secondary clinical sexual offense therapist certification. He asked that I reach out to you and let you know that he is only waiting on verification of his Oregon mental health professional license. Once that verification has been received by that licensing board his application will be complete and he will be issued his certification. If you need any additional information please feel free to reach out to me either through email, or by giving me a call at 503-934-5009.

Thank you,

DEREK J FULTZ  
Qualifications Specialist  
Oregon Health Authority  
Public Health  
Derek.j.fultz@dhsoha.state.or.us  
1430 Tandem Ave. NE, Ste. 180  
Salem OR 97301

## Sex Offender Treatment Clinician Qualifications and Program Standards

### Attachment B

The below listed qualifications must be met by all Clinicians in contract with Clatsop County providing treatment services to sex offenders in a private practice or treatment agency. These qualifications as well as other information may also be referenced on the Oregon Health Authority, Sexual Offense Treatment Board (SOTB) website at <https://www.oregon.gov/oha/PH/HLO/Pages/Board-Sex-Offender-Treatment-License.aspx>

#### I. **Certified Clinical Sex Offense Therapist:**

- a. Possess a minimum of a master's degree in behavioral sciences.
- b. Have an active Oregon mental health professional license, or equivalent license as determined by SOTB.
- c. Have a minimum of at least 2,000 hours of direct clinical contact with clients within not more than six years prior to the application date. The hours include:
  1. 1,000 hours of direct treatment services; and
  2. 500 hours of evaluations; and
  3. 500 hours of treatment-plan related activity, including report writing, clinical consultations, case management, charting, peer review and consultations, meeting with attorneys, parole and probation officers, caseworkers, families, victims and other members of the client's social network.
- d. The applicant shall maintain their Certified Clinical Sexual Offense Therapist Licensure and remain in good standing by completing on-going continuing education as required by SOTB and OAR 331-830-0020.

#### II. **Certified Secondary Clinical Sexual Offense Therapist:**

- a. Be under the direct supervision of a Certified Clinical Sexual Offense Therapist.
- b. Have a minimum of a master's degree in behavioral sciences.
- c. Have an active Oregon mental health professional license or equivalent license as determined by the Board or be a registered intern for a mental health professional licensed in Oregon.
- d. Have a minimum of 15 hours of formal training applicable to sexual-abuse-specific evaluation and treatment, obtained within three years prior to the application date.

#### III. **Certified Associate Sexual Offense Therapist:**

- a. Be under the direct supervision of a Certified Clinical Sexual Offense Therapist.
- b. Have a minimum of a bachelor's degree in the behavioral sciences.
- c. Have a minimum of 1,000 hours of direct clinical contact with clients.
- d. Have a minimum of 30 hours of formal training applicable to sexual-abuse-specific evaluation and treatment, obtained within three years prior to the application date.

#### IV. **Additional Requirements:**

- a. Be a participating member of The Association for the Treatment of Sexual Abusers (ATSA) as well as a member of the Oregon Chapter of ATSA (OATSA). Maintain good standing with these associations and ascribe to their ethical standards and practices.
- b. The Clinician will be required to pass a criminal background check. (Criteria: an applicant with a history of sex offenses or offenses related to fraud will not be approved. Other

person-to-person offenses and alcohol & drug offenses will be considered on a case-by-case basis.)

**V. Community Correction Client Coordination and Therapy Programing Requirements:**

- a. The Clinician will engage in active and on-going coordination with Community Corrections to ensure that treatment programing and curriculum adhere to the Oregon Department of Corrections CPC standards which includes the use of Evidence Based Practices (EBP).
- b. The Clinician will complete an evaluation with each client prior to therapy engagement. That evaluation will contain at a minimum: Mental status exam, psychosocial history, criminal history, sexual history, treatment history, diagnostic impressions, multiaxial diagnosis, and treatment recommendations.
- c. The Clinician will disseminate a copy of this assessment to the client's supervising officer when the initial assessment is completed and when any subsequent assessments are completed through the treatment process. Such documents must include the determination of client's need of therapy and, if therapy is recommended, a summary of the treatment plan. The Clinician will further provide the client's supervising officer documented treatment plan up-dates when the treatment plan is modified or up-dated. All treatment plans shall be up-dated a minimum of once annually.
- d. Clinician will complete verbal staffing with the client's supervising officer a minimum of once per month and provide a written status report a minimum of once quarterly. Status reports will include client participation and performance, any notable or significant issues affecting treatment or supervision and what phase of treatment the client is in.
- e. For clients that become non-compliant with treatment, a notice of non-compliance will be provided to the client's supervising officer as soon as practicable, but not to exceed 5 calendar days from when the Clinician becomes aware of the non-compliance. Such notification does not necessarily mean that the client cannot continue in therapy once compliance is re-established.
- f. The Clinician and Clatsop County Community Corrections will utilize a privilege request form or action plan form for client use. This document will be developed and used for clients to request special privileges or allowances. Both the Clinician and supervising officer are to receive a copy of the request and both must be involved in the approval/denial of such. At the Clinician's discretion, the process may also include therapy group feedback regarding the request, though the therapy group itself shall not make the final approval determination.
- g. All client polygraphs shall be scheduled as a result of a coordination between the supervising officer and the treatment Clinician and all such results shall be shared. Clients in need of psychosexual evaluations, polygraph examinations, sexual arousal assessments, or other services not provided by the Clinician will be staffed with the client's supervising officer and appropriate referrals made.
- h. The Clinician will require clients to sign a two-way release of information to allow treatment and supervision coordination between the Clinician and Clatsop County Community Corrections.

- i. If the Clinician has a concern or disagreement with the supervising officer about a case that cannot be resolved, the concern should be discussed with Community Corrections Division Management.
- j. The Clinician will provide each client with a written copy of the treatment agreement which include at a minimum, their treatment expectations, the consequences if the client violates the agreement, cost for service and the frequency of treatment involvement. This agreement must be signed by the client at the beginning of treatment and a copy provided to the client's supervising officer.
- k. The Clinician shall have a written grievance procedure that is provided to each client. This procedure should allow clients a process wherein they can adequately address any ethical, procedural, or therapy related concerns. This procedure should include the contact information for the Oregon Health Authority Health Licensing Office and the client's right to file a complaint with that office.
- l. Clinicians are expected to follow the ATSA ethical principles as well as all such requirements of the SOTB. The Clinician is responsible for the ethical conduct of interns and employees working under their supervision. Violations of an ethical principal that comes to the attention of Clatsop County may result in a review by Clatsop County, and a corrective action plan for the violation may be issued. A violation my result in a report being made to SOTB and ATSA by Clatsop County. The service contract may be terminated as a result of such violations.

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

August 26, 2020

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**Issue/ Agenda Title:** Notice of county land sale, set minimum bids and proceed with auction pursuant to ORS 275.110

**Category:** Consent Calendar

**Prepared By:** Sirpa Duoos, Property Management Specialist

**Presented By:** Sirpa Duoos, Property Management Specialist

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**Issues Before the Commission:** Approve surplus County land sale, set minimum bids and sale date and direct staff to publish notice of County land sale.

**Informational Summary:** Pursuant to ORS 275.110, the Board must authorize the sale, set minimum bids and sale date by approval of a resolution and order. Staff has prepared the attached Resolution and Order identifying the parcels, legal descriptions, real market values, minimum bids and the sale date.

Clatsop County Property Management Policy specifies that parcels deemed surplus be offered for sale at public auction to the general public in a fair and equitable manner.

The Board of Commissioners earlier approved the categorization of the parcels listed in Attachment "A" for Auction.

The public auction is scheduled for September 29, 2020. Eight parcels have been selected for this auction, including parcels in Elsie, Fishhawk Lake, Astoria, Gearhart, Warrenton and Hammond. All properties are sold AS IS and for CASH. All payments are due by 5:00 p.m. on the date of sale.

This auction will be held at the Clatsop County Fair & Expo's Exhibit Hall to comply with the State's Phase 2 Reopening guidance for Venue and Event operations. Masks will be required along with maintaining proper social distancing. Pre-registering will also be required.

**Fiscal Impact:** The cost of preparing and holding the auction will be reimbursed from the sale proceeds. Possible costs are publication fees, recording fees, legal fees and property maintenance. The cost of the auction will be reimbursed to the County General Fund from the proceeds of the sale. The balance of the proceeds will be distributed to all the taxing districts according to ORS 275.275.

**Options to Consider:**

1. Adopt the Resolution and Order as presented approving the county land sale, setting minimum bids and proceed to public auction.
2. Adopt the Resolution and Order as amended.

**Staff Recommendation:** Option # 1.

**Recommended Action:**

*“Adopt the Resolution and Order approving the minimum bids, setting sale date and proceed to auction.”*

**Attachment List**

- A. Resolution and Order
- B. Notice of County Land Sale
- C. Maps

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

4 AUTHORIZING SHERIFF'S SALE, SETTING )  
5 SALE DATE AND MINIMUM BID AMOUNTS ) RESOLUTION AND  
6 IN THE MATTER OF SALE OF CERTAIN ) ORDER  
7 COUNTY OWNED PROPERTY PURSUANT )  
8 TO ORS 275.110 )  
9

10 WHEREAS, Clatsop County acquired an interest in certain real properties and  
11 improvements thereon described by virtue of tax foreclosure; and certain parties have indicated  
12 an interest in acquiring the properties described in Exhibit A, attached hereto and incorporated  
13 herein by reference; and said properties are not necessary for the County and it would be in the  
14 best interest of the County to sell said properties as provided ORS 275.110 and following; NOW  
15 THEREFORE,  
16  
17

18 IT IS HEREBY RESOLVED AND ORDERED that the Sheriff is directed to sell said properties  
19 and to publish notice as set forth in Exhibit A, attached hereto and incorporated herein; setting  
20 the sale for September 29, 2020, at the Clatsop County Fair & Expo, located at 92937 Walluski  
21 Loop in Astoria; and setting the minimum bids as follows:  
22

23 See attached Exhibit A  
24

25 IT IS FURTHER RESOLVED that said properties shall be sold AS IS and without any  
26 warranties as to the qualities of title, if any, sold by the County, or any encumbrances thereon,  
27 or claims against said properties.  
28

29  
30 DATED this \_\_\_\_\_ day of August, 2020  
31

32 BOARD OF COUNTY COMMISSIONERS  
33 FOR CLATSOP COUNTY, OREGON  
34

35 \_\_\_\_\_  
36 Chairperson  
37

EXHIBIT "A"

NOTICE OF COUNTY LAND SALE

Pursuant to ORS 275.110 and Resolution and Order of the Clatsop County Board of Commissioners dated August 26, 2020, **at 10:00 a.m. on Tuesday, September 29, 2020**, I shall proceed to sell the properties indicated below at a public auction, at the Clatsop County Fair & Expo, located at 92937 Walluski Loop, Astoria, Oregon, to the highest and best bidder in Cash. The sale of property is **AS IS** and includes all of the right, title and interest, if any there be, in and to the following described real properties situated in Clatsop County, Oregon, provided, however, that Clatsop County does not warrant or guarantee the extent to which it has any title or interest in the properties or to the extent to which the properties are free from any encumbrances or claims. The Properties to be sold are as follows:

Map & Tax Lot	RMV	Acres	General Area	Min. Bid
40703CB02500	\$25,845	0.45	Elsie, Morgan Lane	\$5,000
60601AD03800	\$9,865	0.25	Fishhawk Lake Reserve	\$1
71021DC01000	\$73,602	0.70	Surf Pines	\$5,000
71033D000200	\$63,870	4.77	At the Reserve in Gearhart	\$20,000
80910BD04300	\$65,396	0.11	Alderbrook area of Astoria	\$10,000
81008AA03500	\$54,929	0.15	Fleet & 7 <sup>th</sup> in Hammond	\$20,000
81021AC01300, 1400, 1700, 1800	\$88,554	0.44	Vacant land off of SW 1 <sup>st</sup> and SW Alder Court, Warrenton	\$25,000
81033A002000	\$73,811	1.00	91933 Hwy 104, Warrenton	\$20,000

**SALE TERMS: Cash or Certified Check by 5:00 p.m.** on day of sale. (NO personal or business checks accepted.)

Clatsop County shall not warrant or defend the titles of the properties offered for sale to be free of defects or encumbrances and will not warrant that its foreclosure proceedings or any other proceeding authorizing sale of these properties to be free of defects and will only sell and convey such titles, if any, as the County has acquired. Interested bidders are encouraged to obtain a title report prior to bidding. Conveyance is subject to any recorded easements to the United States or any agency thereof. The Clatsop County Board of Commissioners reserves the right to reject any and all bids. Pre-registering is required due to Covid-19, please call 503-338-3674 or email [sduoos@co.clatsop.or.us](mailto:sduoos@co.clatsop.or.us) to register and get specific information. Open hours 8:30 a.m. and 5:00 p.m. weekdays.

Clatsop County Sheriff

Publication dates: September 5, 12, 19 & 26, 2020  
The Daily Astorian

EXHIBIT "A"  
LEGAL DESCRIPTIONS SEPTEMBER 29, 2020 AUCTION

ASSESSOR'S ACCOUNT #40703CB02500

LEGAL DESCRIPTION: Lot 3, Tract 10, Elderberry and Nehalem Homesites, Clatsop County, Oregon  
Real Market Value \$25,845 Minimum Bid \$5,000 CASH

ASSESSOR'S ACCOUNT #60601AD03800

LEGAL DESCRIPTION: Lot 14, Block 3, Fishhawk Lake Estates No. 1, in the County of Clatsop, State of Oregon.

Real Market Value \$9,856 Minimum Bid \$1 CASH

ASSESSOR'S ACCOUNT #71021DC01000

LEGAL DESCRIPTION: That part of Section 21, Township 7 North, Range 10 West, Willamette Meridian, County of Clatsop, State of Oregon, described as follows:

Beginning at the Northwest corner of the Philo Callender Donation Land Claim;

Thence North 89° 30' East 818.3 feet along the North line of the said donation Land Claim to an iron pipe which is 30 feet Southerly of the center line of a road;

Thence North 7° 15' West along the South side of said road 452.6 feet;

Thence crossing said road South 82° 45' West 60 feet to the Southeast corner of the Hansen tract described in book 206, Page 142, Deed Records, Clatsop County;

Thence North 7° 15' West along the Easterly line of said Hansen tract 250 feet to the Northeast corner of said Hansen tract, which point is the true point of beginning of the tract herein described;

Thence North 7° 15' West along the West line of aforementioned road 153.5 feet to the South line of that road dedicated to the public by instrument recorded in book 108, Page 332, Deed Records, Clatsop County;

Thence West along the South line of the last mentioned road 570 feet to the East line of another road;

Thence along the East line of the last mentioned road South 45 feet East and also being along a curve, a distance of 286 feet more or less to the North line of said Hansen tract;

Thence North 85° 16' east along the North line of said Hansen tract 450 feet more or less to the true point of beginning;

Thence less portion described in book 403, Page 332, Deed Records, Clatsop County, Also includes a portion of said Vacated road dedicated in Book 108, Page 332, and Vacated by Resolution and Order 76-5 dated April 28, 1976 by the Clatsop County Board of commissioners described as follows:

Beginning at the Northwest corner of a property conveyed at Book 403, Page 137, Clatsop County Deed Records, State of Oregon;

Thence North along a line perpendicular to the centerline of the road dedicated in Book 108, Page 332, Clatsop County Deed Records, State of Oregon, to the intersection with said centerline;

Thence West along said centerline to its intersection with the East line of a road described as Parcel 2 in easement in Book 256, Page 561, Clatsop County Deed Records, State of Oregon;

Thence South along said East line to the Northwest corner of Book 256, Page 543, Clatsop County Deed Records, State of Oregon;

Thence East along said north line to the point of beginning.  
Real Market Value \$73,602 Minimum Bid \$5,000 CASH

ASSESSOR'S ACCOUNT #71033D000200

LEGAL DESCRIPTION: A tract of land in the county of Clatsop, State of Oregon, described as follows:  
Beginning at a point on the South boundary of the Obediah C. Mottly D.L.C. in Townships 6 & 7 North, Range 10 West, Willamette Meridian; said point of beginning being the Southeast corner of "The Highlands at Gearhart" as recorded in the Record of Town Plats, Clatsop County, Oregon;  
Thence South 89° 47' 23" East along said South Boundary 49.89 feet to a 5/8 inch rebar;  
Thence North 07° 02' East 597.97 feet to a 5/8 inch rebar;  
Thence North 00° 49' East 605.80 feet to a 5/8 inch rebar;  
Thence North 01° 30' East 1,455.74 feet to a 5/8 inch rebar on the North boundary of said Mottly D.L.C.;  
Thence South 89° 44' 50" West along said North boundary 113.0 feet to the Northeast corner of Tract D in said plat of The Highlands at Gearhart;  
Thence along the East boundary of said plat South 00° 03' 06" East 2,184.63 feet;  
Thence continuing along the East Boundary 07° 09' 15" West 472.81 feet to the point of beginning.  
Real Market Value \$63,870 Minimum Bid \$20,000 CASH

ASSESSOR'S ACCOUNT #80910BD04300

LEGAL DESCRIPTION: Lot 3, Block 97, Adair's East Addition to Astoria, in the City of Astoria, Clatsop County, Oregon  
Real Market Value \$65,396 Minimum Bid \$10,000 CASH

ASSESSOR'S ACCOUNT #81008AA03500

LEGAL DESCRIPTION: Lots 1 and 2, Block 39, Town of New Astoria, County of Clatsop, Oregon.  
Real Market Value \$54,929 Minimum Bid \$20,000 CASH

ASSESSOR'S ACCOUNT #81021AC01300, 1400, 1700, 1800

LEGAL DESCRIPTION: Lots 14, 16, 18, 20, 22, 24, 26 & 28, Block 4, Warren's First Extension of Warrenton Addition, in the City of Warrenton, County of Clatsop, Oregon.  
Real Market Value \$88,554 Minimum Bid \$25,000 CASH

ASSESSOR'S ACCOUNT #81033A00200

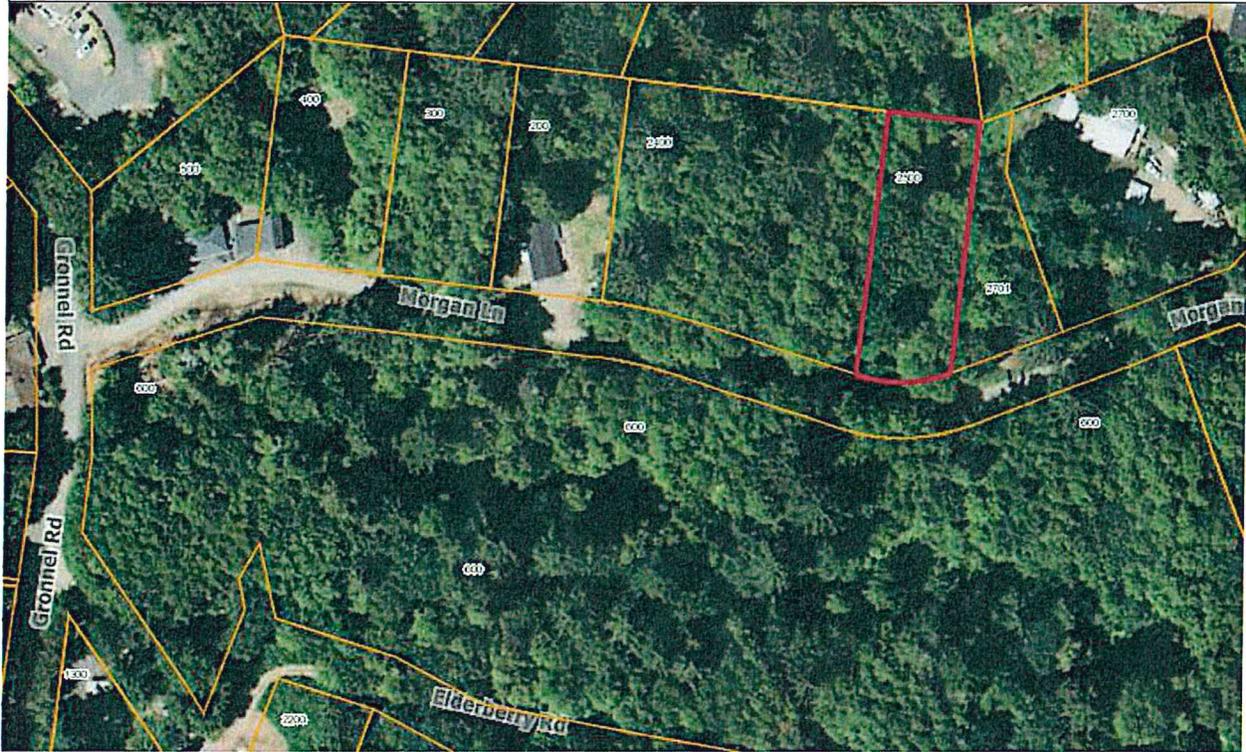
LEGAL DESCRIPTIONS: : A tract of land in Section 33, Township 8 North, Range 10 West, Willamette Meridian, Clatsop County, Oregon, described as follows:  
Beginning at the intersection of the East right of way line of the Old Oregon Coast Highway 101(also known as Hwy 104) and the dividing line of the North and South halves of Solomon Smith Donation Land Claim 40;  
Thence South along said East right of way line 262 feet to the True Point of Beginning;  
Thence continuing South along said East right of way line of said highway a distance of 209 feet to a point;  
Thence East 209 feet to a point;

Thence Northwesterly 209 feet to a point 209 feet from the true point of beginning;  
Thence West 209 feet to the true point of beginning.  
Real Market Value \$73,811 Minimum Bid \$20,000 CASH

MAP # 60601AD03800	ID #7322	Minimum Bid: \$1 CASH
Real Market Value \$9,856		Assessed Value \$9,856
Acreage: 0.25		General Area: 71459 Fishhawk Road in Birkenfeld
Zoning: RSA-SFR Rural Service Area- Single Family residential		Special Overlay:
<p>Comments: Homeowners Dues of approximately \$3,250 are due annually and a one-time ownership transfer fee of \$1,000 to be paid by purchaser to the Fishhawk Lake Recreation Club, Inc.</p> <p>Sloping topography.</p>		



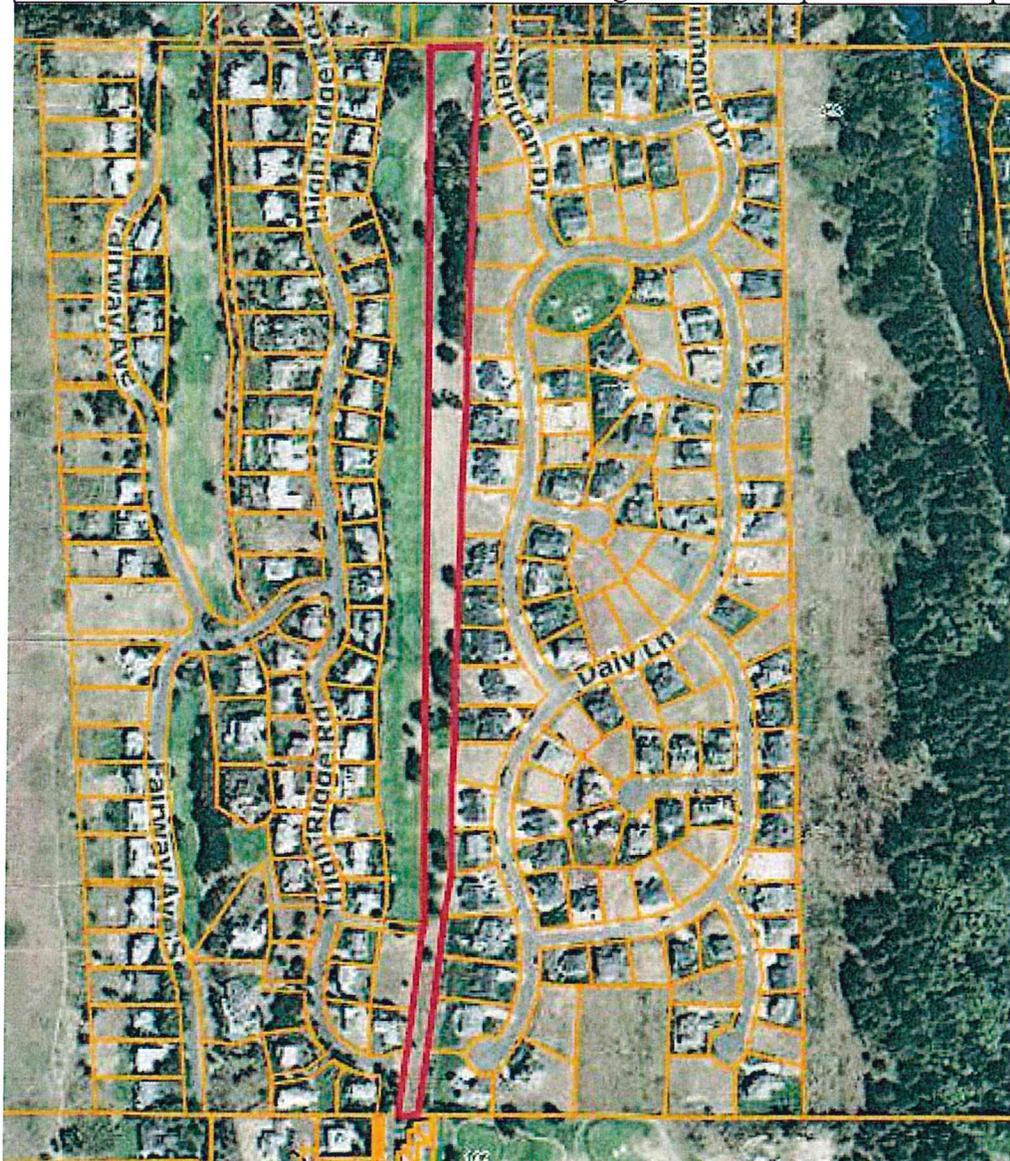
MAP # 40703CB02500	ID # 1134	Minimum Bid: \$5,000 CASH
Real Market Value: \$25,845		Assessed Value: \$24,130
Acreage: 045		General Area: Vacant land off of Morgan Lane in Elsie
Zoning: RA-1		Special Overlay:
Comments:		



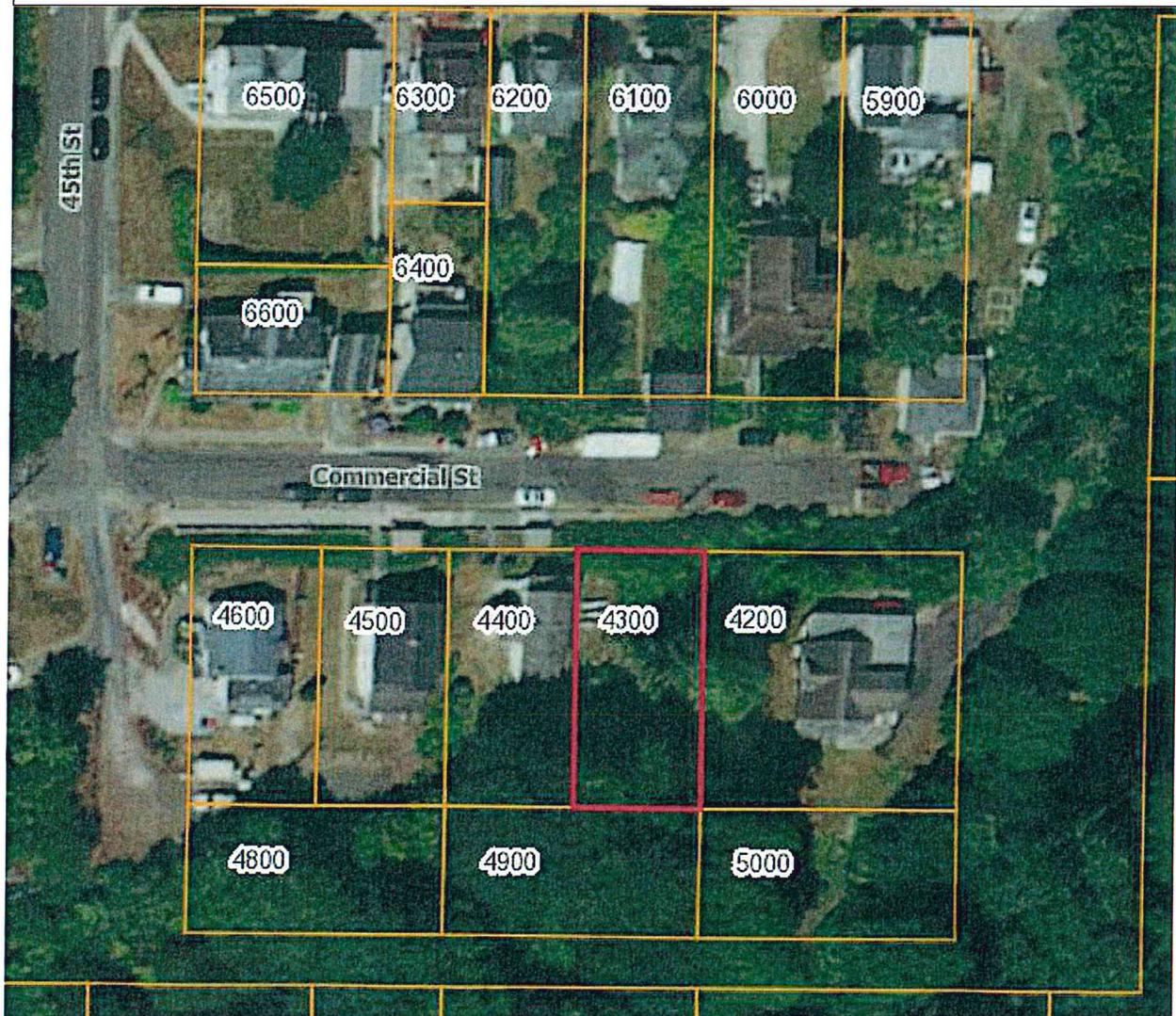
MAP # 71021DC01000	ID # 17504	Minimum Bid: \$5,000 CASH
Real Market Value: \$73,602		Assessed Value: \$72,891
Acreage: 0.70		General Area: Surf Pines, off of Ocean Drive and High Surf Lane
Zoning: CBR-Coastal Beach Residential		Special Overlay: Wetlands
Comments: Portion of tax lot underwater and most in wetlands		



MAP #71033D000200	ID # 18090	Minimum Bid: \$20,000 CASH
Real Market Value: \$63,870		Assessed Value: \$20,558
Acreage: 4.77		General Area: at the Reserve in Gearhart
Zoning: R-1, Low Density Residential		Special Overlay:
<p>Comments: Long narrow strip of open space between the Reserve and the Highlands. Adjoining property's post office/club house encroaches on this parcel belonging to the Reserve. The Highland Golf Course has an easement over the entire parcel and there are additional two smaller easements encumbering the southern portion of this parcel.</p>		



MAP # 80910BD04300	ID # 24451	Minimum Bid: \$10,000 CASH
Real Market Value: \$65,396		Assessed Value: \$34,885
Acreage: 0.11		General Area: Vacant lot in the 4500 block of Commercial Street in Alderbrook
Zoning: R-2		Special Overlay:
Comments: Contact City of Astoria Community Development Department for any requirements to develop 503-338-5183		



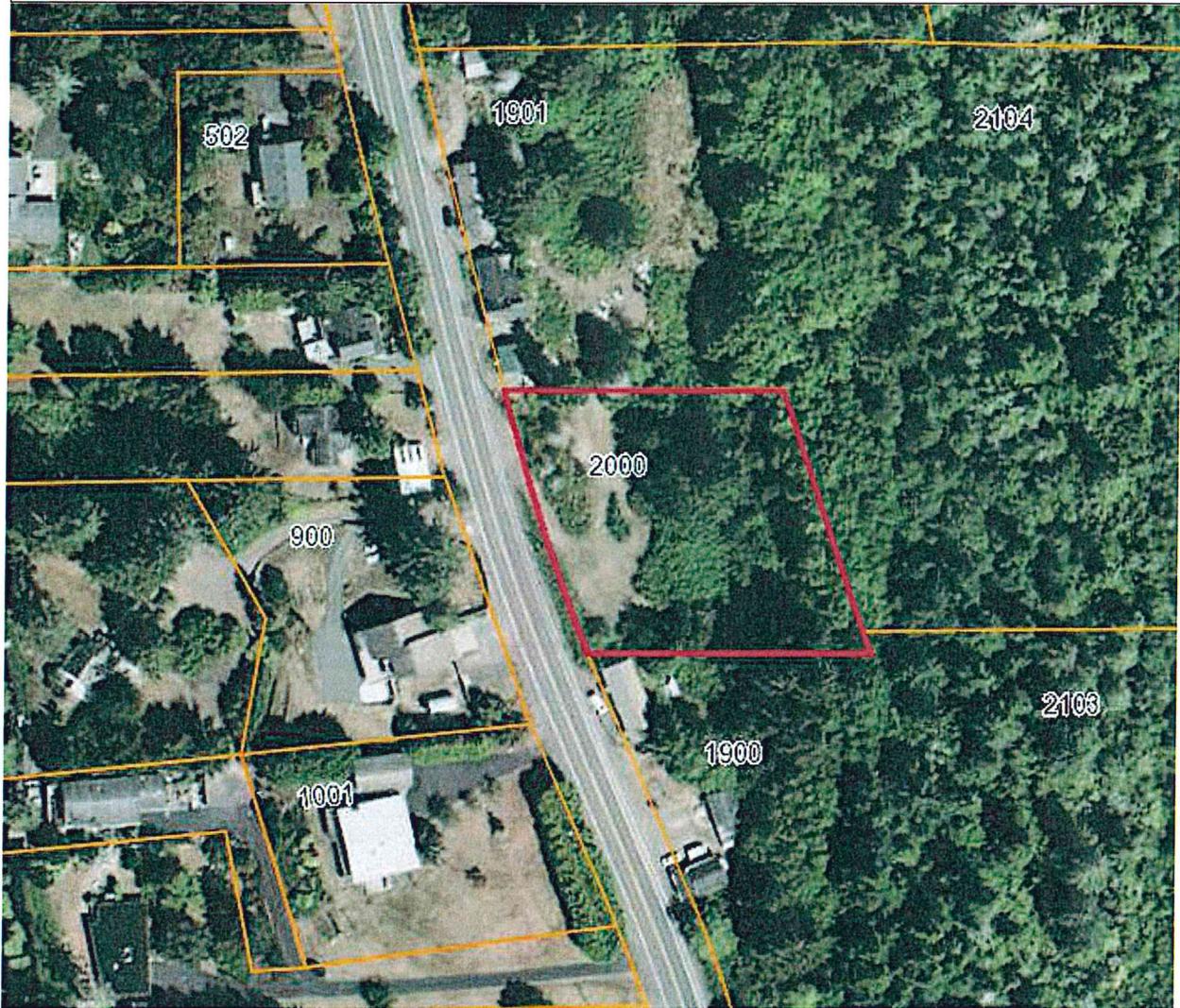
MAP # 81008AA03500	ID # 28883	Minimum Bid: \$20,000 cash
Real Market Value: \$54,929		Assessed Value: \$15,400
Acreage: 0.15		General Area: Vacant land off of Fleet Street and 7 <sup>th</sup> Avenue
Zoning: RM-Medium Density Residential		Special Overlay: Portion in Wetlands
Comments: For development information, contact the City of Warrenton's Planning Department 503-861-0920		



MAP # 81021AC01300,1301, 1700, 1800	ID # 30144, 30145, 30148, 30149	Minimum Bid: \$25,000 CASH
Real Market Value: \$88,554		Assessed Value: \$43,520
Acreage: 0.44		General Area: Vacant land off of SW 1 <sup>st</sup> and SW Alder Court in Warrenton
Zoning: RH-High Density Residential		Special Overlay: Portion in Wetlands
Comments: 4 different tax lots sold together. For development information, contact the City of Warrenton's Planning Department at 503-861-0920		



MAP # 81033A002000	ID # 32613	Minimum Bid: \$20,000 CASH
Real Market Value: \$73,811		Assessed Value: \$56,166
Acreage: 1.00		General Area: 91933 Hwy 104, Warrenton
Zoning: SFR-1, Single Family Residential		Special Overlay: Geologic Hazard Overlay
Comments: Below grade, slopes off of road and has an approximately 75-foot-wide wetland area mapped along the eastern boundary.		



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

August 26, 2020

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**Issue/ Agenda Title:** Human Services Advisory Council Bylaws Revision

**Category:** Consent Calendar

**Prepared By:** Lauren Wilson, Social Services Coordinator

**Presented By:** Lauren Wilson, Social Services Coordinator

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**Issues Before the Commission:** Approve revised Human Services Advisory Council Bylaws

**Informational Summary:** The Human Services Advisory Council is asking for approval of revisions to a number of sections in its Bylaws. The Bylaws were last revised in 2003. The proposed revisions update the Bylaws to reflect current developments in the field of human services and to clarify processes used by the Council to fulfill its purpose. The attached draft version of the revised Bylaws shows the requested changes through redline and includes a justification for each change. The attached final version is a clean copy of the revised Bylaws with all changes accepted.

**Fiscal Impact:** None

**Options to Consider:**

1. Approve the revised Bylaws as presented
2. Not approve the revised Bylaws and send the document back to the Human Services Advisory Council for reconsideration

**Staff Recommendation:** Option 1

**Recommended Action:**

*“Approve the revised Bylaws of the Human Services Advisory Council as presented.”*

**Attachment List**

- A. Draft of Revised Bylaws with redline changes and justifications
- B. Final of Revised Bylaws with all changes accepted

**Clatsop County  
Human Services Advisory Council  
By-Laws**

(Adopted September 24, 1997)  
(Revised February 27, 2001)  
(Revised January 13, 2003)  
(Revised August 26, 2020 )

**Article I – Name**

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

**Article II – Duties and Responsibilities**

The general duties and responsibilities of this Council are:

1. To identify needs and establish priorities for the three areas of interest listed in Article III- Section 1 for the publicly funded human service delivery system.

*Justification: clarification of the Council’s role and purpose*

2. To participate in the selection of service providers.
3. To participate in the evaluation of services to assure they are effectively addressing the needs and priorities, and are of high quality.
4. To provide a community balance and an independent opinion to the Clatsop County Board of Commissioners regarding service directions, decisions, and proposals.
5. To provide a link to the community at-large through advocacy, public information, and education activities sponsored by the County.

**Article III- Structure**

Section 1

The Human Services Advisory Council shall be made up of three areas of interest; each addressing a specific area of service as follows:

**Developmental Disabilities**—addressing the needs of and services for people with developmental disabilities and Intellectual/Developmental Disabilities and Autism Spectrum Disorder.

*Justification: update scope of Developmental Disabilities area of interest*

**Mental Health** – addressing prevention, intervention and treatment of individuals with mental health issues or other programs related to behavioral health by statute (ORS 430.630 (87)) (See attached Appendix A.

*Justification: update ORS reference and specifically reference attachment with the text of the applicable ORS*

**Alcohol and Drug** will constitute the Local Alcohol and Drug Advisory Committee (LAPDC) as required by statute (ORS 430.290, ORS 430.342 and 430.350) in Clatsop County. (See attached

Appendix A)

*Justification: update ORS reference and specifically reference attachment with the text of the applicable ORS*

Section 2

The Council may convene a work group of knowledgeable persons to advise the Council in specific program areas or to address any ad hoc issues as needed. Other meetings of the Council will be called as needed with one week’s notice given by email, phone, or mail.

*Justification: update approved methods of notice delivery*

Section 3

The Council shall come together no less than four times per year to conduct the business of the Council.

Section 4

The Human Services Advisory Council may, by resolution adopted by the majority of the Council, establish an Executive Committee as the Council may deem it necessary for the effective operation of the Council. The three members of the Executive Committee shall be the two Council officers (Chair and Vice-Chair) plus one other member of the Council elected by a majority vote of the Council. Vacancies in the membership of the Committee shall be filled by the Council at a regular or special meeting but all members of the Executive Committee must be members in good standing of the Human Services Advisory Council. The Executive Committee shall have all of the powers and authority of the Council in the intervals between meetings of the Council, subject to the direction and control of the Council, except for the power to: (a) amend the Articles of Incorporation and/or Bylaws; (b) make any changes to the structure or purpose of the Council, such as adding or eliminating Council programs or services; or (c) dissolve the Executive Committee. The Executive Committee shall give advance notice by e-mail to all members of the Council, specifying the date and topic of the planned Executive Committee meeting. The Executive Committee shall keep regular Minutes of its proceedings and report the same to the Board when required.

*Justification: create the option for the Council to establish an Executive Committee to respond to urgent matters on behalf of the Council such as a response to current events or letters of support*

**Article IV – Membership**

Section 1

All members are appointed by and serve at the pleasure of the Clatsop County Board of Commissioners and shall:

1. Be members of the residential or business community of Clatsop County.
2. Be appointed for terms of up to three years with reappointment at the pleasure of the Clatsop County Board of Commissioners.
  - Each term to begin March 1 and expire the last day of February.
  - Each term to be served at the pleasure of the Clatsop County Board of Commissioners.

~~Be appointed by March 1 and/or October 1 for up to three year terms, each term to begin March 1 and/or October 1 and expire the last day of February or September 30.~~

*Justification: establish a single beginning and expiration date for terms to simplify and facilitate the appointment process*

Section 2

1. Membership on the Council shall not exceed Nine (9). ~~In addition, the Council may include one representative of each the agency who contracts with the County to provide related services. Contractor representatives shall serve in an ex-officio capacity (non-voting).~~

*Justification: clarify council membership requirements by creating separate sections to describe appointed, voting members and non-appointed, non-voting members*

2. Persons employed by contracted providers of human services shall not be eligible for appointment. However, the Council may include one representative of each provider and they shall serve in an ex-officio capacity (non-voting).

*Justification: move sentences from item 1 and item 3 to clarify that employees of providers under contract to the County for human services may not be appointed and may only serve in a non-voting capacity*

3. ~~Persons employed by contracted providers of human services shall not be eligible for appointment.~~ Representation of mental health, alcohol and drug treatment, and developmental disability providers not under contract with the County or connected to contracted providers of the County shall not exceed one member per contracted service.

*Justification: clarify that employees of providers not under contract to the County may be appointed as voting members, provided that appointment is limited to one member for each service area*

4. Membership shall represent: recipients of services, advocates, professionals in the field, key referral sources, non-contracted provider representatives, provider representatives (non-voting), and lay citizens in balanced representation. Representation shall also include minority members who reasonably reflect the proportion of the need for alcoholism treatment and rehabilitation services of minorities in the community and at least one member who have mental or physical disabilities.

Section 3

Upon three unexcused absences from scheduled Council meetings by a member, the member will be contacted by the Chair to see intention of continued service on the Council.

**Article V – Officers**

Section 1

The officers of the Council will be a chairperson and vice-chairperson, with the term of office being one year. The duties of the Council chairperson shall be to preside at all meetings of the Council; to act as a liaison among: the County staff, public agencies, and the Clatsop County Board of Commissioners; and to assign tasks and duties to the respective ad hoc committees. The vice-chairperson will perform these duties in the absence of the chairperson. Election of officers will be

held during the March meeting of every year.

*Justification: establish month of officer election*

### Article VI – Rules of Procedure

#### Section 1 – Quorum

For the purpose of doing business, quorum shall be a majority of appointed membership of the Council. Once a quorum is established, business can be transacted for the remainder of the meeting regardless of the number of members present.

#### Section 2– Open Meetings

The Council shall conform to the procedures outlined in the Open Meeting Law of the State of Oregon

#### Section 3 – Conflict of Interest

There will be open discussion of situations which might involve conflict of interest on the part of Council members. A member shall abstain from voting on a particular issue where there is a potential of direct benefit to the member or their agency.

#### Section 4 – Public Statements

No member of the Human Services Advisory Council is authorized to speak on behalf of the Council until the Council takes a position by formal action. This does not prevent any member from making public statements regarding personal or agency views on an issue as long as identification of membership on the Council is not involved.

#### Section 5 – Recommendations and Actions

1. Agenda Formation: Preliminary agenda formation for the next meeting will be developed through a process decided on by each body. Establishing the agenda shall be allowed at the beginning of each meeting of the Council. The Council and the Advisory Committees may consider any item submitted from any source. All issues of substance will be brought before the Council.

2. Recommendations: The Council may vote to refer matters to the Clatsop County Board of Commissioners with or without recommendations.

3. Minority Reports: Members of the Council may submit a minority report if the intent to do so is announced after the question is called and prior to the call for a vote. The minority report is submitted to the Board in conjunction with the Council’s decision. A minority report may be submitted by members of the Council if the intent to do so is announced prior to the time this action is taken and the minority report is submitted in conjunction with the Council’s recommendations.

*Justification: revise procedure for submission of minority report so that the Council is made aware of the intention before the Council votes on the recommendations to be submitted to the Board rather than afterward*

4. Robert’s Rules of Order: Questions of procedure will be resolved on the basis of Robert’s Rules

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of Order.

### Article VII – Amendments

These By-Laws may be amended by an affirmative vote of a quorum at a meeting of the Human Services Advisory Council Committee after special notification thirty days prior to the date of the meeting and approval by the Clatsop County Board of Commissioners.

*Justification: clarify bylaw amendment procedure for consistency with county policy and the bylaws of other Board committees*

## Appendix A

### **430.630 Services to be provided by community mental health programs; local mental health authorities; local mental health services plan.**

(7) Each community mental health program shall have a mental health advisory committee, appointed by the board of county commissioners or the county court or, if two or more counties have combined to provide mental health services, the boards or courts of the participating counties or, in the case of a Native American reservation, the tribal council.

**430.290** [1973 c.582 §§1,2; 1985 c.740 §13; 2009 c.595 §479; 2009 c.856 §§10,19; repealed by 2011 c.673 §45]

### **430.342 Local planning committees; duties; members.**

(1) The governing body of each county or combination of counties in a mental health administrative area, as designated by the Alcohol and Drug Policy Commission, shall:

(a) Appoint a local planning committee for alcohol and drug prevention and treatment services; or

(b) Designate an already existing body to act as the local planning committee for alcohol and drug prevention and treatment services.

(2) The committee shall identify needs and establish priorities for alcohol and drug prevention and treatment services that best suit the needs and values of the community and shall report its findings to the Oregon Health Authority, the governing bodies of the counties served by the committee and the budget advisory committee of the commission. (3) Members of the local planning committee shall be representative of the geographic area and shall be persons with interest or experience in developing alcohol and drug prevention and treatment services. The membership of the committee shall include a number of minority members which reasonably reflects the proportion of the need for prevention, treatment and rehabilitation services of minorities in the community. [1977 c.856 §3; 2001 c.899 §3; 2009 c.595 §483; 2011 c.673 §21]

### **430.350 Assistance and recommendation of local planning committee.**

(1) Every applicant for a grant made under ORS 430.345 to 430.380 shall be assisted in the preparation and development of alcohol and drug abuse prevention, early intervention and treatment services by the local planning committee operating in the area to which the application relates. Every application shall establish to the satisfaction of the Oregon Health Authority that the committee was actively involved in the development and preparation of such program.

**Clatsop County  
Human Services Advisory Council  
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(Adopted September 24, 1997)  
(Revised February 27, 2001)  
(Revised January 13, 2003)  
(Revised August 26, 2020)

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**Mental Health** – addressing prevention, intervention and treatment of individuals with mental health issues or other programs related to behavioral health by statute (ORS 430.630 (7)) (See attached Appendix A)

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The Council may convene a work group of knowledgeable persons to advise the Council in specific program areas or to address any ad hoc issues as needed. Other meetings of the Council will be called as needed with one week’s notice given by email, phone, or mail.

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## Appendix A

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**430.290** [1973 c.582 §§1,2; 1985 c.740 §13; 2009 c.595 §479; 2009 c.856 §§10,19; repealed by 2011 c.673 §45]

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(b) Designate an already existing body to act as the local planning committee for alcohol and drug prevention and treatment services.

(2) The committee shall identify needs and establish priorities for alcohol and drug prevention and treatment services that best suit the needs and values of the community and shall report its findings to the Oregon Health Authority, the governing bodies of the counties served by the committee and the budget advisory committee of the commission. (3) Members of the local planning committee shall be representative of the geographic area and shall be persons with interest or experience in developing alcohol and drug prevention and treatment services. The membership of the committee shall include a number of minority members which reasonably reflects the proportion of the need for prevention, treatment and rehabilitation services of minorities in the community. [1977 c.856 §3; 2001 c.899 §3; 2009 c.595 §483; 2011 c.673 §21]

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(1) Every applicant for a grant made under ORS 430.345 to 430.380 shall be assisted in the preparation and development of alcohol and drug abuse prevention, early intervention and treatment services by the local planning committee operating in the area to which the application relates. Every application shall establish to the satisfaction of the Oregon Health Authority that the committee was actively involved in the development and preparation of such program.