



**CLATSOP COUNTY**  
**BOARD OF COMMISSIONERS AGENDA**  
**WORK SESSION & REGULAR MEETING**  
Judge Guy Boyington Building, 857 Commercial  
St., Astoria

---

Wednesday, January 08, 2020

---

**BOARD OF COMMISSIONERS:**

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

**CONTACT:**

800 Exchange, Suite 410  
Astoria, OR 97103  
Phone (503) 325-1000  
Fax (503) 325-8325

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

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

---

**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.*

**TOPIC:**

1. FY 2020-2021 Proposed Budget Policies/Resource Management Strategy {30 min}  
{Page 3}
- 

**REGULAR MEETING: 6:00 PM**

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

**FLAG SALUTE**

**ROLL CALL**

**DESIGNATION OF CHAIR AND VICE-CHAIR**

**AGENDA APPROVAL**

**BUSINESS FROM THE PUBLIC** - *This is an opportunity for anyone to give a 3-minute presentation about any item on the agenda (except public hearings) OR any topic of county concern that is not on the agenda. People wishing to speak during Business From The Public must fill out and sign a Public Comment Sign-in Card prior to the start of the meeting.*

**CONSENT CALENDAR**

2. Formal Categorization of County owned properties {Page 29}
3. Notice of county land sale, set minimum bids and proceed with auction {Page 49}
4. Contract for On-Call Realtor Services {Page 58}
5. CCO Regional Health Assessment & Regional Health Improvement Plan {Page 110}
6. Board of Commissioners Regular Meeting Minutes 11-13-19 {Page 174}

- [7.](#) Board of Commissioners Regular Meeting Minutes 12-11-19 {Page 178}
- [8.](#) Intergovernmental Agreement # 162474-0/mb between Oregon Health Authority (OHA) / Maternal and Child Health/Home Visiting Program and Clatsop County Public Health {Page 183}
- [9.](#) 2019-2021 M57 Supplemental Funds Intervention Program {Page 209}
- [10.](#) 2019-2021 Justice Reinvestment Grant Award {Page 231}
- [11.](#) Intergovernmental Agreement with Knappa School District {Page 251}
- [12.](#) Intergovernmental Agreement – Contract # 159804 Amendment # 5 with Oregon Health Authority (OHA) {Page 259}

## **COMMISSIONER'S LIAISON REPORTS**

## **COUNTY MANAGER'S REPORT**

## **PUBLIC HEARINGS**

- [13.](#) Amending Code to provide for semi-annual distribution of transient lodging tax for jail operations Ordinance 2019-05 *Second Reading* {Page 267}
- [14.](#) Tobacco Retailers Licensing Ordinance 2019-03 *Second Reading* {Page 270}
- [15.](#) Benesch Similar Use Consolidated Application {Page 282}

## **GOOD OF THE ORDER**

## **ADJOURNMENT**

---

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. Please call 325-1000 if you require special accommodations to participate in this meeting.

# Board of Commissioners Clatsop County

## WORK SESSION AGENDA ITEM SUMMARY

January 7, 2020

---

**Topic:** Tourism Promotion Funding Recommendations  
**Presented By:** Monica Steele, Assistant County Manager

---

**Informational  
Summary:**

The budget process and resulting budget document reflect the County's priorities for the coming fiscal year as established by the Board of Commissioners. When staff work on developing the proposed budget document, the Board's annually adopted budget policies are what provide the foundation and guidance for a fiscally sound document.

Prudent budget policies used in conjunction with a strong long-term financial plan not only help to ensure the long-term viability of services but help when seeking outside funding sources such as loans and bonds.

It is necessary on an annual basis for the Board of County Commissioners to review and adopt the annual Budget Policies/Resource Management Strategy and Budget Calendar. The proposed draft policies for the coming FY 2020-2021 have had some minor changes for grammatical or clarity reasons, as well as to reflect some updates in county processes, these changes are reflected in track changes for easy reference.

The purpose of this work session is to provide the Board the opportunity to inform staff of any revisions or edits the Board would like to see made prior to the adoption of these policies, which will be coming before the Board for adoption on the January 22<sup>nd</sup> agenda. In addition, at that same meeting the Board will also be asked to appoint the Budget Officer. County Manager Bohn is proposing that Assistant County Manager Steele be appointed the Budget Officer.

### Attachment List

- A. Budget Policy Presentation
- B. 2020-2021 Proposed Budget Policies/Resource Management Strategy

**CLATSOP COUNTY BUDGET MANUAL  
2020-2021**

Table of Contents

1.	Budget Preparation Message .....	1
2.	Budget Calendar .....	2
3.	County Board’s Budget Policies .....	3
4.	Clatsop County Resource Management Strategy .....	11

**BUDGET PREPARATION MESSAGE:**

This is the 176<sup>th</sup> year of the incorporation of Clatsop County government and with an ever-changing economic environment; fiscal responsibility remains a priority for the 2020-21 budget process. Clatsop County has endured during difficult economic times as a result of the stewardship provided by the Board of Commissioners through the Board Budget Policies that promote sound financial management, stability, and efficiency. The fiscal year 2020-21 Board of Commissioner Budget Policies & Resource Management Strategy has ~~not had any significant~~some minor changes from the prior fiscal year.

The FY 2020-21 Board of County Commissioner Budget Policies & Resource Management Strategy allow the use of up to the lowest year of actual timber receipts over the last fifteen years, which for the 2020-21 FY will be the same amount in the General Fund as in 2019-20. While this policy helps sustain our current level of General Fund supported activities, continued resource limitations require conservative budgeting. The County continues to use the General Fund Stabilization Account to provide a long-term resource for General Fund operations in the event timber revenues received are insufficient in the future. For this reason and due to planned projects, the County will continue to limit expenditures within the Special Projects Fund.

The Board of Commissioners’ Budget Policies and Resource Management Strategy provides budget preparation guidelines to County staff. The Adopted Budget Policies and Resource Management Strategy are included as a part of the Budget Manual provided to Department Heads to guide them in the budget preparation process in accordance with the Board’s direction. The FY 2020-21 Budget Policies require a General Fund budget with no new positions and conservative efforts to achieve cost savings. General Fund Departments will be provided with a base budget amount that is to be used when preparing their FY 2020-21 department budgets. The expectation of Budget & Finance is that non-general fund departments will prepare line item requested budgets in accordance with the Board Adopted Budget Policies. The Budget Officer’s Proposed Budget will identify the service and expenditure reductions, if necessary, to balance the budget following the Board’s Budget Policies and Resource Management Strategy.

Although the economy continues to see positive growth, the county still faces financial challenges due to continued cuts in State and Federal funding. While it is important to recognize that we continue to fare better than most public bodies in Oregon, it is also important to recognize that this is directly attributable to our budget policies and practices. The Resource Management Strategy has prepared the county for difficult economic times and requires us to be fiscally accountable. This is a reflection of the collaborative efforts of the Board of Commissioners and the employees.

If you have any questions about the budget process, please feel free to contact me or my staff at any time.

Sincerely,

Monica Steele  
Assistant County Manager

## **DRAFT 2020-21 BUDGET CALENDAR**

January	10	Salary & Benefit Cost Sheets Distributed to Individual Departments. Indirect Cost charges provided to departments.
	22	County Board Reviews and Adopts Budget Policies
	29	2020-21 Budget Manual Available
	29-30	Department Budget Trainings – <b>Requests for cost sheet revisions submitted.</b>
February	4	Budget module opens to departments.
	18	Departments submit current budget year (2019-20) expenditure and revenue projections to the Budget & Finance office.
		General Fund Capital Outlay proposals & Future Capital Outlay proposals for 2020-2021 ( <b>submitted by General Fund Departments only</b> ).
March	3	<b>Submission deadline for all departments to submit line item budget proposals (Budget Summary) and supporting schedules:</b> Personnel/Program Changes, Education/Travel/Membership, Contractual Services, & Capital Outlay/Future Capital Outlay (for non-GF depts.); Information is to be submitted in hard copy form. Please organize forms by organizational unit.
		Lay Budget Committee members receive calendar and policies
	9-17	Budget & Finance review meetings with departments and County Manager
	18	Additional budget review meetings if necessary
	20	Deadline for submission of approved budget revisions; Final decisions by County Manager
April	17	Proposed budget document to printers
	29	Budget Distribution/ First Budget Lay-Committee Meeting / County-wide Budget – Budget Message Presented 4pm – 6pm
May	6	Second Budget Lay-Committee Meeting / County-wide Budget (9am – 5pm)
	13	District Budget Committee Meeting (Wednesday 4pm – 5:00pm). Third Lay Budget Committee Meeting/County-wide Budget (1pm – 4pm) – <b>if necessary.</b>
	14	Fourth Lay Budget Committee Meeting/County-wide Budget – <b>if necessary.</b> Deadline for Budget Committee Recommendation to BOCC
June	10	Public Hearing by Board of Commissioners on Proposed Budget
	24	2020-21 Budget Adoption by Board of Commissioners.

**CLATSOP COUNTY**  
**IMPLEMENTING DIRECTIONS &**  
**ADOPTED PROPOSED**  
**2020-2021 BOCC BUDGET POLICIES**

**I. Clatsop County Budget Process:**

The budget process and resulting budget document reflect the County’s priorities for the coming fiscal year as established by the Board of County Commissioners. The budget document, in its entirety, serves the citizenry as a Policy Document, Operations Guide, Financial Plan, and Communication Device.

The County will adopt a balanced budget for all funds. A balanced budget is defined as a budget where planned expenditures do not exceed the amount of resources available in accordance with state law.

**II. Budgets Supported by the General Fund:**

- A. General Fund Emphasis: The highest priority shall be to conserve General Fund discretionary resources to fund priority programs. The goal shall be to prepare a budget that maintains existing higher priority programs supported by the General Fund while at the same time seeking savings wherever possible.
- B. Cost Efficiency: Management will prepare fiscally conservative budgets and will seek savings wherever a balance between cost efficiency and the quality of public service can be achieved.
- C. Base Budget Calculation: General Fund Departments will be provided a base budget amount and are required to submit budget proposals that are not more than the base amount. The base allocation is calculated using departments adopted 2019-20 budgets and includes any known adjustments, either increases or decreases, in expenses for the coming budget cycle.
  - 1 Staffing Levels: The base budget includes a “status quo” position type and FTE (Full-Time Equivalent) count. Any requested changes for the coming year will need to fit within their base budget amount and be authorized by the Board.
  - 2 Materials & Services: The base budget does not include an increase for materials and supplies above the current 2019-20 budgeted levels. Departments should critically examine past spending patterns to see if possible increases or decreases are necessary.
  - 3 Personnel and Work Program Justification: Personnel or program expenditure changes that departments cannot fit within their base budget allocation must be submitted along with their budget submittal using the provided Personnel and Work Program Justification form. Each request will be evaluated by the Budget and Finance Department and the County Manager for inclusion in the 2020-21 budget submittals to the Board.

- D. Revenue Estimates: Departments should budget for revenues based on the best information available during the budget process. If additional information becomes available during the budget process, it should be provided to the Budget Officer and Finance on a timely basis. Accuracy in revenue/expenditure estimates is critical. New revenues should be estimated based on available information the first year. Subsequent annual estimates should also take into consideration actual receipts from the previous year. One-time resources should only be used for one-time expenditures/uses, and recurring resources should be used for recurring expenditures/uses.
- E. Pursuit of New Departmental Revenues: Departments shall pursue revenue sources to the fullest extent possible for all services using activity-based costing to determine all cost drivers, both direct and indirect, for fee setting purposes. Any new revenue sources should be used to offset the cost of existing staff and programs, rather than funding new staff or programs. Fee schedules will be reviewed annually to ensure costs are recovered.
- F. Expenditure Reductions: In the event that reductions in revenues require expenditure reductions from the base budget level the Budget Officer County Manager will be guided by the Board's adopted Resource Management Strategy.
- G. New Discretionary Programs: New discretionary programs should be included in the department's budget submittal using the Personnel and Work Program Justification form (see C3 above). The impact of new or expanded programs on overhead services (information system services, financial services, building/grounds maintenance, human resource services, budget services, etc.) shall be evaluated to determine if overhead services need to be increased due to the addition of new programs. The costs of increases in overhead services attributed to additional programs shall be included in the analysis of the total cost of new programs. Should outside funding for a program expire, the program may be terminated by the Board of Commissioners.
- H. Full Cost Recovery: County staff shall make every effort to assign costs in the department where they occur through the use of interdepartmental/interfund charges and indirect cost percentage assignments. The intent is to clearly define the actual cost of each direct service the County provides internally or externally. The first priority is the recovery of overhead costs from all funds and grant programs and from County Service Districts, through the use of the County's Indirect Cost Allocation Plan.
- I. Unexpected Budget Savings During the Year: Should a General Fund supported department experience savings during the year (due to position vacancies, changes in program needs, etc.) to the extent possible that savings should not be spent and instead used to augment fund balance.

### **III. Non-General Fund Budgets:**

- A. General Fund Contributions: For activities or programs funded primarily from non-General Fund sources, Departments are to prepare budgets holding any General Fund contribution to no more than the amount provided in the current (2019-20) fiscal year, subject to the availability of funds. Whenever possible, reductions in General Fund contributions should be identified.
- B. Revenue Reductions: Non-General Fund departments experiencing reductions in State-shared or federal revenues or other earned revenues should not include a General Fund contribution offsetting the reduction (for further information, see the Resource Reduction Strategy).
- C. Revenue Estimates: Departments should budget for revenues based on the best information available during the budget process. If additional information becomes available during the budget process, it should be provided to the Budget Officer and Finance on a timely basis. Accuracy in revenue/expenditure estimates is critical. New revenues should be estimated based on available information the first year. Subsequent annual estimates should also take into consideration actual receipts from the previous year. One-time resources should only be used for one-time expenditures/uses, and recurring resources should be used for recurring expenditures/uses.
- D. Overhead Cost Allocation Charges: All non-General Fund departments should budget the amount allocated to that department in the County's Indirect Cost Allocation Plan.
- E. Cost Efficiency: As with the General Fund, staff responsible for non-General Fund budgets will prepare fiscally conservative budgets and will seek savings wherever a balance between cost efficiency and the quality of public service can be achieved.
- F. General Fund Transfer Savings: Budget and Finance will monitor and work with departments on the necessity of making all or some of the budgeted General Fund transfers to non-General Fund departments.

### **IV. Reserves and Contingencies:**

- A. Funding of Contingencies: At least 10% of the General Fund's appropriation, but not less than \$1.5-2million, shall be placed into the operating contingency with the expectation that most will not be spent and will become part of the 2020-21 beginning fund balance. The General Fund operating contingency for 2020-21 shall be increased if carryover resources are available in accordance with recommendations provided in the County's long-term financial plan. In addition, all non-general fund departments should have a minimum contingency target of at least 10% of total expenditures.

B. Use of Contingency: In all funds, no expenditure can be made using budgeted contingency prior to approval from the Board of County Commissioners. With the approval, the expenditure authority budgeted as contingency will be reduced and the appropriate expense account(s) will be increased by the same amount. Prior to requesting Board approval Any request made by a department for use of contingency must first be approved by the County Manager or designee, and must address the following considerations:

1. Need: reason the expenditure is necessary in the current fiscal year.
2. Planning: reason this expenditure could not have been anticipated during the budget process.
3. Alternatives: besides contingency, how can the organization realistically fund this request and what are the impacts.

C. Unassigned Fund Balance: Maintain a minimum target of 20%, or equal to three (3) months of operations in the unassigned fund balance within the General Fund. This target fund balance shall be funded through excess revenues over expenditures, or one-time revenues.

1. The county will avoid the appropriation of fund balance for recurring operating expenditures. If at any time the utilization of fund balance to pay for operating expenditures is necessary to maintain the quality or level of current services, an explanation of the circumstances of the utilization of fund balance and the strategy to avoid the future use of fund balance will be included in the transmittal letter.
2. The use of unassigned fund balance may be used at the discretion of the Board of Commissioners to:
  - a. Provide temporary resources in the event of an economic downturn while expenditure reductions are implemented.
  - b. Provide resources to meet emergency expenditures in the instance of earthquake, fire, flood, landslides, or other natural disasters.

D. Special Projects Fund: Retain no more than the lowest year of actual timber receipts over the last fifteen (15) years in the General Fund, not to exceed the amount required to support the current level of General Fund services. Additional timber monies shall be transferred to the Special Projects Fund, only in an amount necessary to meet the anticipated capital requirements for the 2020-21 FY, where the monies will be used to fund General Fund capital projects and other one-time expenditures. Ongoing operating expenditures will not be funded using the Special Projects Fund.

E. General Fund Resource Stabilization Account: ~~Maintain an organizational unit within the General Fund~~ to set aside timber revenue resources that are in excess of the fifteen (15) year low and once Special Projects needs have been identified, to provide a long term resource for General Fund operations in the event timber revenues received are insufficient in the future. The General Fund Stabilization

Account will be used to meet General Fund financial commitments in any year when the County's timber revenue projection is less than the total amount of current year commitments including the amount provided to the General Fund for operations as set forth in Section IV D., above and any debt payment obligations. In order to be fiscally responsible as well as fiscally responsive to potential decreases in timber sales, the County's target for the General Fund Stabilization account with carryover fund balance resources is \$2 million. Should resources in the General Fund be insufficient to meet budgeted needs and use of funds within the Stabilization Account cause the account to drop below the \$2 million dollar threshold expenditure reductions will be evaluated based on the Resource Management Strategy and the priority service levels identified by the Board of Commissioners.

**V. Matching Funds:**

- A. County Share: If State funding is reduced, there should be no increased County share for programs funded primarily from non-General Fund sources. The exceptions would be for high priority programs identified in the Resource Management Strategy or any mandated increases in the County share. Staff shall consider the effect of reducing the existing General Fund match to the lowest allowed by State/Federal mandates.
- B. In-kind Contribution: In-kind resources already allocated by the county will be used first as matching funds for grant purposes. Hard dollar match resources will be used last.

**VI. Lobbying and Grant Applications:**

- A. Approval to Pursue: County Manager's Office approval is necessary before appointed County representatives and employees may pursue, in accordance with the County Legislative Guide, lobbying efforts on matters having budget implications, and before grant applications are submitted to the granting agency. Elected department heads should advise the Manager's Office before official positions are taken on matters that might have budget implications.
- B. General Fund Matching Funds: General Fund match or share of the cost of a grant project may not be included in grant applications without the prior review and approval of the County Manager or designee.

**VII. New Positions and Programs:**

- A. Considerations of New Positions and Programs: Consider new positions and programs only if the cost of the position or program is offset by non-General Fund sources legally tied to the new position, or if the cost of the position is offset by new external revenues, and the position is required to generate those revenues, or is pursuant to item II.G., above. Cost estimates for new positions will include office facility space, equipment, rent, utilities, supplies, related increases in overhead services (as identified in II.H. above), etc.

**VIII. Mid-Year Budget Reductions:**

- A. Revised Revenue or Expense Estimates: If additional information concerning revenue reductions or significant expense increases becomes available after the start of the 2020-21 fiscal year, it may be necessary to make budget adjustments. These adjustments will be made in accordance with the Board’s adopted Resource Management Strategy.

**IX. Mid-Year Requests, General Fund Contingency:**

- A. Non-Emergency Requests: In those cases where a department is required to absorb an unanticipated cost beyond its control of a non-emergency nature, departmental resources must first be exhausted prior to a transfer from General Fund contingencies. Upon conducting a final financial review of departmental budgets towards the end of the year, a transfer from contingency may be made to cover unanticipated costs that could not be absorbed through the year.
- B. Emergency Requests: Emergency requests during the fiscal year will be submitted to the Budget and Finance Department for recommendation and forwarded to the County Manager and Board of Commissioners for consideration.

**X. Employee Salary Adjustments:**

- A. Cost of Living Adjustment: Budgeted personnel services expenditures will include an amount to account for a cost of living adjustment for all employees. The amount budgeted for this purpose will take into account the most recent consumer price index information available at the time the budget is prepared, existing collective bargaining agreements, and other relevant information.
- B. Step Adjustments: Budgeted personnel services expenditures will include an amount to account for annual step adjustments for all employees who are not currently at the top of their range. Annual employee adjustments will be in accordance with union contracts as well as applicable salary schedules.

**XI. Budget Controls:**

- A. Legal Compliance: The County Budget Officer or designee will continue to review and control departmental budgets to ensure legal compliance with all applicable rules and regulations.

**XII. Contribution(s) to Outside Agencies:**

- A. The Board, to the extent resources are available, may allocate up to \$30,000 in General Fund resources for contributions to outside agencies or organizations.

**XIII. Discretionary Resources:**

- A. Maximize Board's Discretion: Wherever legally possible, revenues are to be treated as discretionary resources, rather than as dedicated to a particular program or service. The goal is to give the Board as much flexibility as possible in allocating resources to local priorities.

~~A.~~

#### XIV. Dedicated Resources

- A. Room Tax Revenues: 7% of the 9.5% room tax monies are not legally dedicated to fund particular programs or services and would fall under discretionary resources. The additional 2.5% is to be distributed as directed by HB 2267 which allows 70% of the new revenue to be used to fund tourism promotion or tourism-related facilities. The remaining 30% of the increase can be used in a discretionary manner and under the Board's direction is intended to be used to fund storm water drainage and improvements to public roads primarily in Arch Cape, or any legal costs associated with legal action taken by citizens of unincorporated Clatsop County against the county on land use issues.

Per Ordinance No. 2018-07 a county-wide tax of one percent is being imposed on transient lodging (room tax). Of this one percent tax increase, a portion of the 70% is to be used to fund tourism promotion or tourism-related facilities and shall be distributed to the Cities within which the tax was collected from. The remaining 30% collected for General Fund purposes shall be used for jail operational costs.

- B. Video Lottery Revenues: Video Lottery monies must be used to further economic development, as defined by the Board. The Board recognizes that a wide variety of County programs and services further economic development, by helping to create a climate that makes economic development possible. The first priority for use of video lottery monies will be those existing or new high priority County programs, services, or projects that the Board finds are supporting economic development in the County.

- C. Parks Land and Acquisition Maintenance Fund: Spending priorities for the Parks Land and Acquisition Maintenance Fund are as follows:

1. Matching funds for grants for new or existing Parks facilities that generate revenue;
2. Urgently needed maintenance of existing parks facilities; and
3. Recognition that a portion of the fund be used to support parks operating expenses.

When the Parks operation begins to generate revenue beyond the amount needed to cover actual operational costs without General Fund support, the excess amount will be returned to the Parks Land and Acquisition Fund to support parks acquisition and/or major improvements.

- D. Industrial Revolving Fund: These monies are to be spent pursuant to ORS 275.318(3) which includes:
1. Engineering, improvement, rehabilitation, construction, operation or maintenance, including pre-project planning costs, of any Industrial Facility as defined in ORS 271.510 and specifically including off-site transportation or utility infrastructure that is necessary or appropriate to serve a development project.
- E. Use of Dedicated Funding Sources: Whenever legally possible, transfer funding responsibility for existing programs or activities to appropriate dedicated funding sources, freeing up scarce discretionary resources to fund Board priorities.

**XV. Unappropriated Ending Fund Balances:**

- A. Limit Unappropriated Ending Fund Balances: To provide the most budget flexibility during the year, limit the use of unappropriated ending fund balances to circumstances where they are required by law. Rather than use unappropriated fund balances, the goal should be to place any monies not needed for current expenditures in the relevant funds' operating contingencies.

**XVI. Performance Based Budgeting:**

- A. Performance Measures: In accordance with the county's long-term financial plan, key performance indicators should be included as part of the budget materials for all organizational unit budgets where key performance indicators can be identified. Key performance indicators should focus on outcomes rather than outputs.

# CLATSOP COUNTY RESOURCE MANAGEMENT STRATEGY

## STRATEGIC PLAN

### Guiding Policies & Principles

1. Recognizing its financial limits, the County will make a distinction between two different types of services: those that are funded primarily from County discretionary resources; and those that are funded primarily from dedicated resources:
  - \* County discretionary resources fund traditional county services that have historically been funded by discretionary resources, and are not services that generate significant revenues from fees or other sources. The County will fund these programs primarily from discretionary resources.
  - \* Dedicated resources (e.g., fees, grants, state-shared revenues) are traditional county services that have historically been funded primarily with dedicated resources, or if they are traditional county services and may generate significant revenues from fees or other sources. Frequently, these services will be state or federal programs that the County administers locally, such as Parole & Probation. The County will fund these programs primarily from dedicated resources. Exceptions may be made, on a case-by-case basis, only by the Board of County Commissioners. One criterion will be whether the County would incur more significant discretionary costs in another part of the system by failure to provide discretionary support to a county-wide service funded by dedicated resources.
2. The County's priority services funded by discretionary resources are listed below with first preference to statutorily mandated services:

<u>Priority</u>	<u>Functional Area</u>
1	Public Safety and Justice
2	Public Health
3	General Government Direct Services
4	Community Development, Land Use, Transportation, Housing, Economic Development, and Capital
5	Culture and Recreation

As additional discretionary resources become available, the County will consider the priority of functional areas as part of the decision making process in determining which programs will receive additional and/or new funding.

The County's overhead programs will not be prioritized, but will be sized to the need and size of the overall organization.

3. Generally, wherever possible, the County's goal is to make fee-supported programs self-sufficient. This includes recovering those programs' appropriate share of the County's overhead costs.
4. Where legally possible, the County will consider using dedicated resources to fund high priority programs related to the purpose for which the dedicated funds are received.

## RESOURCE MANAGEMENT STRATEGY

### General Policies and Principles

1. When faced with a potential reduction in resources, the County's goal is to continue to provide high priority services in a professional, effective and efficient manner. Consequently, to the extent possible, across-the-board reductions in expenditures will be avoided. Reductions will be made on a case-by-case basis, focusing on each individual program or service.
2. Expenditure reductions will attempt to preserve the higher priority functional areas as much as possible; however, all functional areas may have to share in the overall need for reductions. Wherever possible, it will also be the County's goal to reduce the quantity of a service being provided, rather than the quality of service (e.g., limit the number of recipients of a service, rather than the quality of service provided to the remaining recipients).
3. For purposes of the 2020-21 fiscal year budget, the County will not consider seeking voter approval for a new or increased broad-based discretionary revenue source (such as a new property tax base, sales tax or real estate tax) to offset any reduction in revenues.
4. Recognizing that it is not prudent to fund current operations at the expense of long-term capital or planning programs, every effort will be made to continue capital and planning programs geared to the County's long-term needs.

### Resource Management Priorities

If, as a result of loss of a significant amount of discretionary resources, expenditure reductions become necessary, those reductions will be made roughly in the following order:

- 1) First, County contributions to outside organizations will be reduced or eliminated. If this proves insufficient, then
- 2) Moderate reductions in discretionary support will be made on a case-by-case basis. These reductions will focus first on programs funded by dedicated resources and then low priority services funded by discretionary resources. Reductions made at

this point will generally not have a significant impact on service levels. If this proves insufficient, then

- 3) Any discretionary funding for County-wide services that are funded by dedicated resources will be reduced or eliminated. This may apply to programs or activities expanded or started with discretionary resources within the last few years. Exceptions may be made on a case-by-case basis, by the Board of County Commissioners. One criterion will be whether the County would incur more significant costs in another part of the system by failure to provide discretionary support to a County-wide service funded by dedicated resources. If necessary, where legally possible the County will consider turning these programs over to the state. If this proves insufficient, then
- 4) Discretionary funding for programs funded by discretionary resources will be reduced or eliminated. To the extent possible, funding reductions will attempt to preserve the higher priority functional areas as much as possible; however, all functional areas may have to share in the overall need for reductions. If necessary, the County will consider turning programs over to the state where legally possible. County service area priorities with first preference to statutorily mandated services are:

<u>Priority</u>	<u>Functional Area</u>
1	Public Safety and Justice
2	Public Health
3	General Government Direct Services
4	Community Development, Land Use, Transportation, Housing, Economic Development, and Capital
5	Culture and Recreation

General Government overhead will be sized to the needs and size of the rest of the organization. If this proves insufficient, then

- 5) A reduced County workweek will be proposed to achieve salary savings.

If, due to a loss of state-shared revenue, significant expenditure reductions become necessary in programs that are primarily the state's responsibility, then the County will consider returning responsibility to the state for operating those programs.



# Clatsop County Budgets: Policies and Process



176 Years Providing  
Services to the County

Presented: January 8, 2020

# *Many factors dictate where and how the county must budget resources:*

## *Services the county must by law provide:*

- Elections
- Health Services
- Land-Use Planning
- Law Enforcement & Jail Management
- Property Deed Recording & Survey Mapping
- Road Construction & Maintenance
- Tax Assessment & Collection



# Budget Questions:

- What Services do we want?
- How do we pay for these services?
- How much shall we pay for the services?

Budgets are a reflection of community values and these values tend to not change much over the year.

“Staff shall prepare fiscally conservative budgets and will seek savings wherever a balance between cost efficiency and the quality of public service can be achieved”

- From the Board of Commissioners' Budget Policies

# Clatsop County Budget Policies

- These policies assist the Board of Commissioner's, County Manager, and Department Heads in the financial management of the county.
- The budget policies communicate to the public the guiding principles the county will follow as it prepares for the coming fiscal years' service.
- The polices help to promote sound financial management, stability, and efficiency of the county's resources by following a Long-term Financial Plan:
  - Control the size of county government by matching spending to available resources
  - Maintain adequate reserves

**Agenda Item # 1.** for ongoing expenses from permanent funds, not volatile revenue resources

# Budget Policies Continued...

- Departments must prepare “base budgets” with no new staff unless specifically authorized by the board and no increases in materials and services.
- Departments must fully pursue revenue sources
- Money saved during the fiscal year will not be spent
- County will not “back-fill” any shortfalls in state or federal funding with county revenue

- By adopting these budget policies a framework is provided for approaching the development and implementation of the county's budget process.
- When faced with a potential reduction in resources, the County's goal is to continue to provide high priority services in a professional, effective and cost efficient manner. To the extent possible, across-the-board reductions in expenditures will be avoided. Reductions will be made on a case-by-case basis, focusing on each individual program or service.
- The 2020-21 Proposed Budget Policies & Resource Management Strategy are in alignment with the County's Financial Plan.

Agenda Item # 1.

The County's priority services funded by discretionary resources are listed below:

<u>Priority</u>	<u>Functional Area</u>
1	Public Safety and Justice
2	Public Health
3	General Government Direct Services
4	Community Development, Land Use, Transportation & Housing
5	Culture and Recreation

- As additional discretionary resources become available, the County will consider the priority of functional areas as part of the decision making process in determining which programs will receive additional and/or new funding.
- **The County's overhead programs will not be prioritized, but will be sized to the need and size of the overall organization.**

# How do we craft our annual budgets?



# Important Dates for Budget Committee Members:

April	17	Proposed budget document to printers
	29	<b>Budget Distribution – First Budget Committee Meeting - Budget Message Presented 4pm – 6pm</b>
May	6	<b>Second Budget Committee Meeting / County-wide Budget (9am – 5pm)</b>
	13	District Budget Committee Meeting (Wednesday 4pm – 5pm). <b>Third Budget Committee Meeting/County-wide Budget – if necessary (1pm - 4pm).</b>
	14	<b>Third Budget Committee Meeting/County-wide Budget – if necessary Deadline for Budget Committee Recommendation to BOCC</b>
June	10	Public Hearing by Board of Commissioners on Proposed Budget
	24	2020-21 Budget Adoption by Board of Commissioners.



# *Questions, Comments?*

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

January 8, 2020

---

**Issue/ Agenda Title:** Formal Categorization of County owned properties  
**Category:** Consent Calendar  
**Prepared By:** Sirpa Duoos, Property Management Specialist, Assessment & Taxation  
**Presented By:** Sirpa Duoos, Property Management Specialist, Assessment & Taxation

---

**Issues Before the Commission:** Formal categorization of certain county owned properties pursuant to Property Management Policy.

**Informational Summary:** The County's Property Categorization Committee, consisting of Budget & Finance Director/Assistant County Manager Monica Steele, Director of Assessment and Taxation Suzanne Johnson, Deputy Assessor/Tax Collector Jolene Hartill, Chief Appraiser Chris Leader, Public Works Director Ted Mclean, Surveyor Vance Swenson, Community Development Director Gail Henrikson and property Management Specialist Sirpa Duoos met on December 3, 2019 to review properties for recommendations as to which category each property should be placed according to the county's Property Management Policy.

The nine properties and their recommended categories are detailed as attached.

Parcels categorized for Auction will be brought to the Board for setting minimum bids and sale date.

**Fiscal Impact:** No cost to the county for categorization. Tax foreclosed properties placed in Category 1 (Auction or Private Sale) and sold will bring in revenue to the taxing districts. The County's general fund is reimbursed for the cost of the sale from the proceeds.

**Options to Consider:** Option #1, Categorize as presented or #2, Categorize as amended

**Staff Recommendation:** Option #1

**Recommended Action:**

*"Categorize the properties as presented and authorize the Chair to sign the Resolution and Order."*

## Attachment List

- A. Map of Properties
- B. Resolution and Order
- C. Property Management Policy

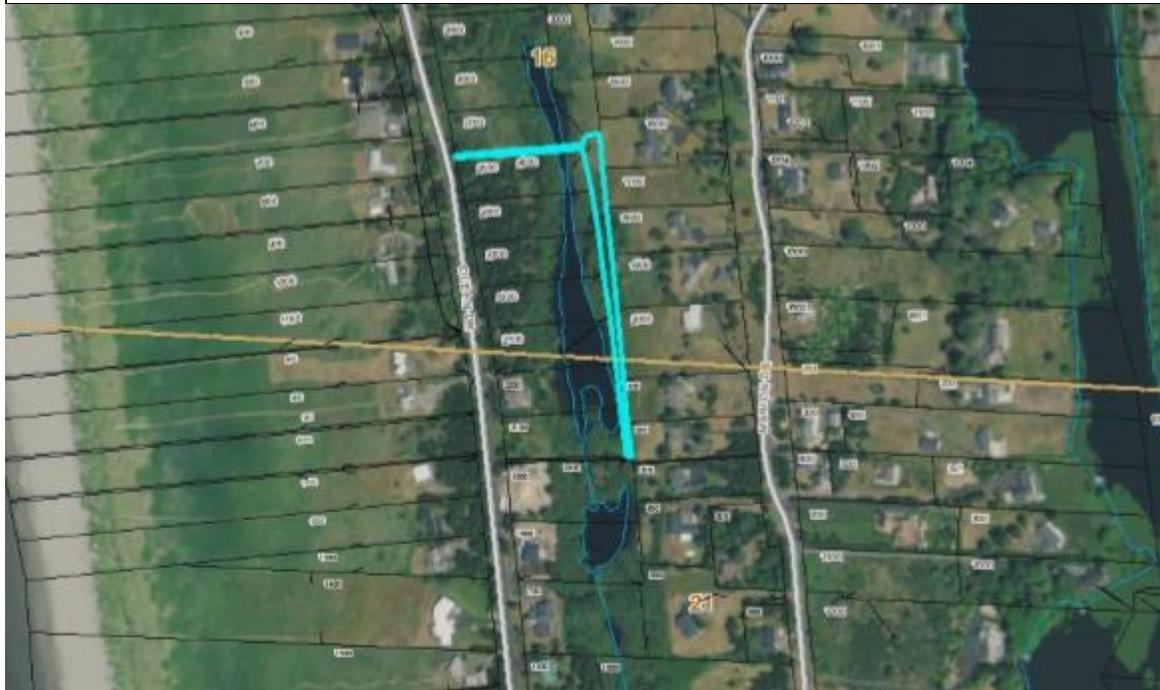
**PARCEL #20-1**

MAP # 710100002700	Recommended Category: 3 Other Government, possibly (ODOT)
Real Market Value: \$22,715	Assessed Value: \$14,350
Acreage: 1.50	General Area: SW corner of Hwy 101 and Sunset Beach Lane
Zoning:SRF-1, LW Single Family Residential 1, Lake and Wetland	Special Overlay: Portion in Wetlands
Comments: Parcel slopes from east to west into the Neacoxie Creek	



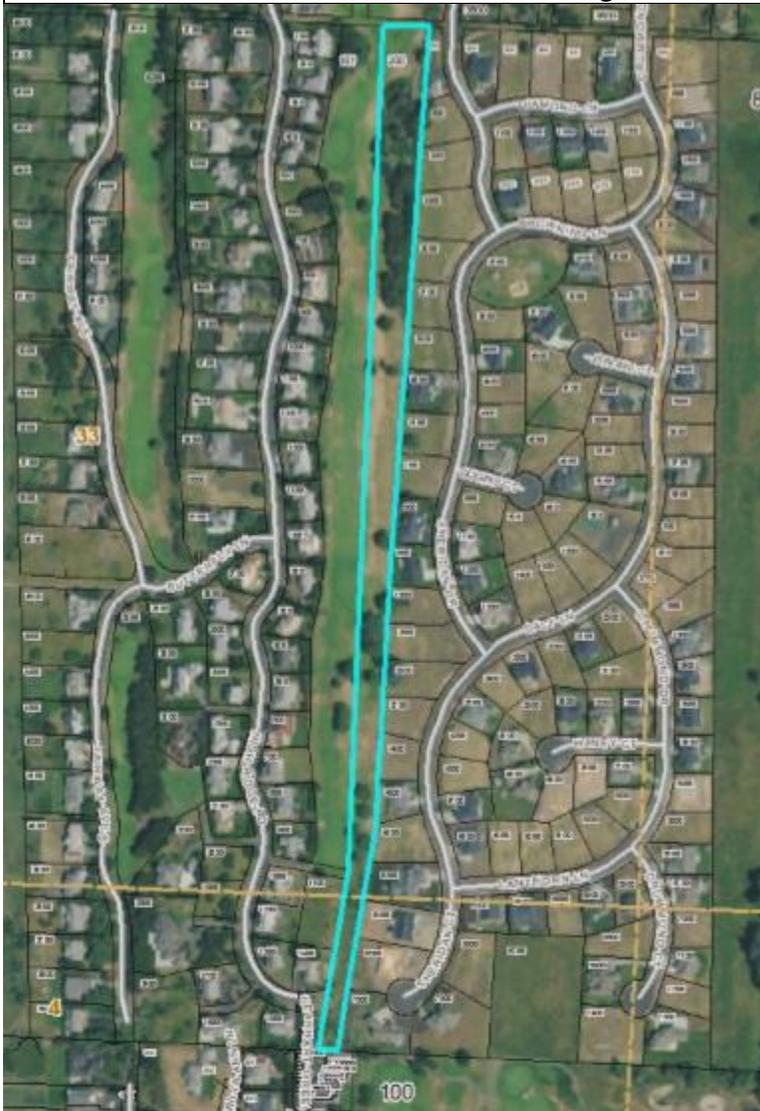
**PARCEL #20-2**

MAP #71016C002600	Recommended Category: 1 - Private Sale
Real Market Value: \$0	Assessed Value: \$0
Acreage:0.66	General Area: Surf Pines
Zoning: CBR – Coastal Beach Residential	Special Overlay: Portion in wetlands
Comments: Open Space including an easement to the benefit and use of adjoining property owners of the Surf Pines North subdivision. This was a foreclosure of Fire Patrol fees, which are an assessment and not a tax.	



**PARCEL #20-3**

MAP #71033D000200	Recommended Category: 1 - Auction
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:
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.	



**PARCEL #20-4**

MAP #80825B002000	Recommended Category: 6 Right -of-Way purposes
Real Market Value: \$6,614	Assessed Value: \$4,476
Acreage: 0.04	General Area: Knappa off of Conroy Road
Zoning: RA-2, Residential Agriculture 2	Special Overlay:
Comments: Tiny triangle near Conroy Road and Hillcrest Loop	



**PARCEL #20-5**

MAP #81008AA03500	Recommended Category: 1 - Auction
Real Market Value: \$54,929	Assessed Value: \$15,400
Acreage: 0.15	General Area: Hammond off of Fleet Street and 7 <sup>th</sup> Avenue
Zoning: RM, Medium Density Residential	Special Overlay:
Comments:	



**PARCEL #20-6**

MAP #81033B001902	Recommended Category: 2 - County Government Use
Real Market Value: \$12,247	Assessed Value: \$12,247
Acreage: 5.31	General Area: South of Warrenton and north of Camp Rilea
Zoning: LW, Lake and Wetlands	Special Overlay:
Comments: Formerly Categorized as "Other Government", plan is to change to Wetlands for mitigation purposes. Landlocked, no access via land.	



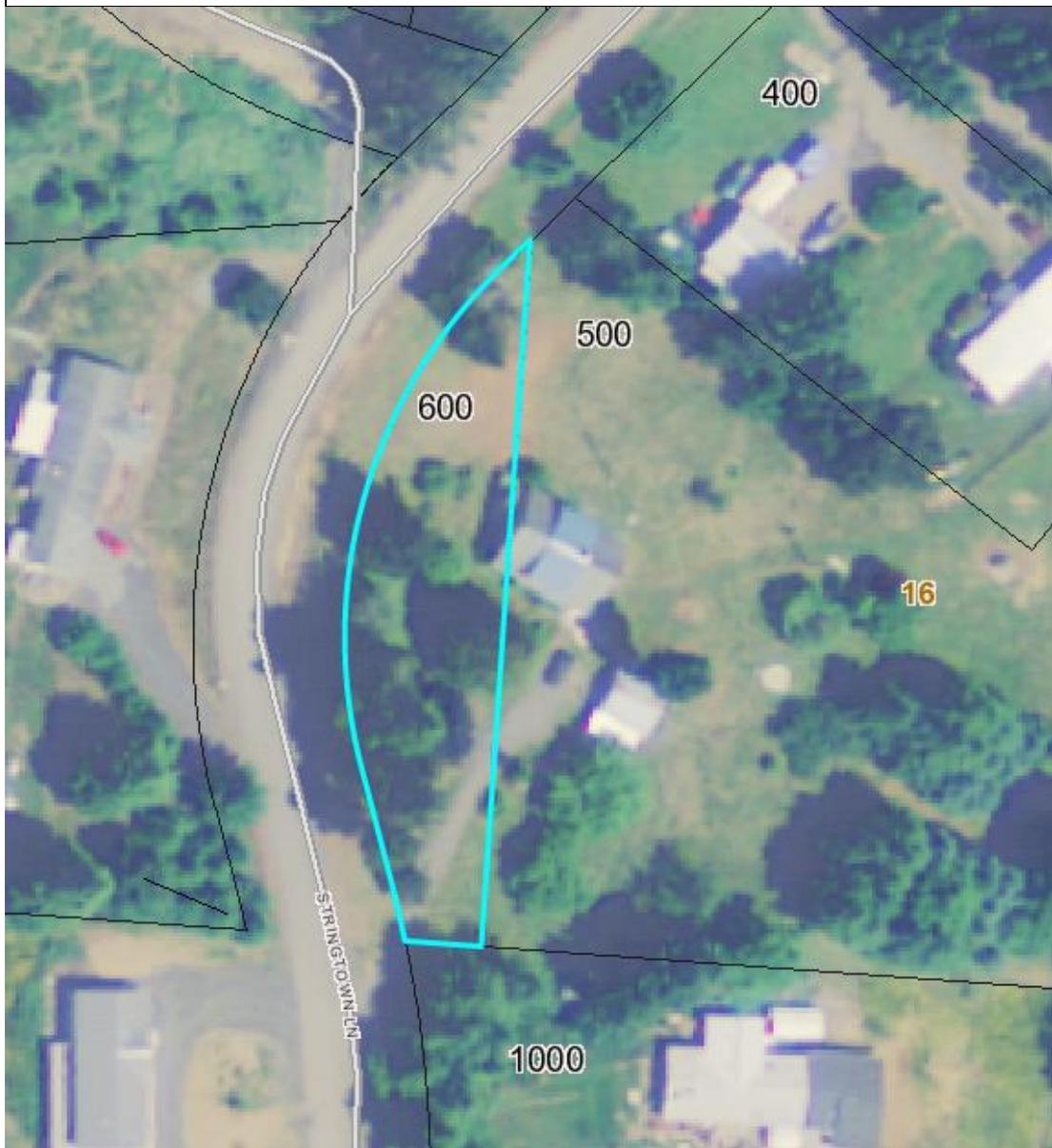
**PARCEL #20-7**

MAP #61010CB05000	Recommended Category: 1 - Auction
Real Market Value: \$8,503	Assessed Value: \$5,765
Acreage: 0.03	General Area: Vacant land off of Hager Avenue in Gearhart
Zoning: Adjacent to R1 – Low Density Residential	Special Overlay:
Comments: Vacated portion of Hager Avenue, used by adjoining owner as part of their front yard. Value only to adjoining tax lot 4500 to the west.	



**PARCEL #20-8**

MAP #80716CC00600	Recommended Category: 1 -Auction
Real Market Value: \$3,543	Assessed Value: \$2,017
Acreage: 0.30	General Area: Knappa, vacant land off of Stringtown Road
Zoning: KS_RCR, Knappa Svensen - Rural Community Residential	Special Overlay:
Comments: All of the tax lot is not needed by County's road Department	



**PARCEL #20-9**

MAP #51014CA00400	Recommended Category: 1 Auction
Real Market Value: \$895	Assessed Value: \$839
Acreage: 0.02	General Area: Off of Hwy 26, South of Seaside, part of 34383 Hwy 26.
Zoning: RA-2, Residential Agriculture 2	Special Overlay:
Comments: This tax lot 400 was deeded to the owners of tax lot 200 due to encroachment of their house onto neighboring property. This was not a proper lot line adjustment, and not legally created per County Surveyor. The owners quit paying taxes and County foreclosed. Value only to adjoining property owner of tax lot 200.	



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

4 IN THE MATTER OF FORMAL )  
5 CATEGORIZATION OF CERTAIN ) RESOLUTION AND  
6 COUNTY OWNED PROPERTIES ) ORDER  
7

8 WHEREAS, Clatsop County adopted Property Management Policies in 1997; and  
9

10 WHEREAS, The policies have been reviewed and updated from time to time; and  
11

12 WHEREAS, The policies were amended, most recently in April of 2012; and  
13

14 WHEREAS, The policies call for staff to inventory and identify for future use all  
15 real properties owned by Clatsop County; and  
16

17 WHEREAS, the County Property Categorization Committee met on December 3,  
18 2019 to make categorization recommendations to the Board of County  
19 Commissioners on certain properties,  
20

21 NOW THEREFORE, IT IS HEREBY RESOLVED that the group of properties be  
22 categorized as identified in Exhibit "A" attached hereto.  
23

24  
25 DATED this \_\_\_\_\_ day of January 2020  
26

27 BOARD OF COUNTY COMMISSIONERS  
28 FOR CLATSOP COUNTY, OREGON  
29

30 \_\_\_\_\_  
31 Chairperson  
32  
33  
34  
35  
36



IN THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

IN THE MATTER OF UPDATING )  
COUNTY PROPERTY ) RESOLUTION AND  
MANAGEMENT POLICIES ) ORDER  
)

WHEREAS, The Clatsop County Commission finds that their Property Management Policies should be reviewed and updated from time to time; and

WHEREAS, the Board of County Commissioners deems it in the County's best interest to amend these policies; NOW, THEREFORE

IT IS HEREBY RESOLVED that the Property Management Policies attached hereto as Exhibit "A" are hereby approved as amended by the Board of County Commissioners.

DATED this 25<sup>th</sup> day of April 2012

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON  
  
Peter Huhtala, Chairperson

**PROPERTY MANAGEMENT POLICY**  
**Adopted by the Clatsop County Board of Commissioners**

**ADOPTED:** \_\_\_\_\_ **2012**

---

**PURPOSE:**

The purpose of the Property Management program is to maintain a complete and accurate inventory of County-owned or tax-foreclosed real estate and to return surplus properties to the property tax rolls through a fair and equitable manner.

This policy establishes procedures and criteria for categorizing County-owned property for future use, managing those properties and for selling, leasing or trading County-owned or tax-foreclosed land.

**PROCEDURES:**

**I. CATEGORIZATION OF COUNTY-OWNED PROPERTIES**

Staff will inventory and identify for future use all real properties owned by the County and recommend the appropriate category for each parcel to the Board of Commissioners for approval. Staff will review the categorization of parcels and make recommendations to the Board at least annually

**A.** The County Property Categorization Committee, generally to include the County Manager, Public Works Director, Surveyor, Assessment and Taxation Director, Chief Deputy Assessor and Tax Collector, Appraisal Supervisor, Community Development Director and Property Specialist, will review the categorization of parcels and make recommendations to the Board of Commissioners based on these policies.

**B.** The Categories are:

**1. Properties to be Sold at Public Auction or Private Sale**

This category includes most properties considered surplus. Statutory exceptions are described in other categories. State law requires surplus tax-foreclosed property be sold at public auction unless it cannot be built on and qualifies for private sale under ORS 275.225. For a public auction, a minimum bid is established by either a fee appraisal or an estimated market value determined by the County Assessor. Properties may be designated for sale for cash or contract and may be designated for sale by oral auction or written bid

**2. Properties Held for County Government Use**

This category includes properties held for future County facilities or properties held for trades, for wetlands mitigation or other uses.

The County will follow Oregon Revised Statutes regarding payment of Local Improvement District assessments on County-owned land.

**3. Properties Held for Other Governments**

This category includes street plugs, rights of way and other properties that are within other governmental jurisdiction.

Property sold, traded or given to a government outside the auction process must be retained by that government and used for a public purpose.

#### **4. Properties On Which the County Holds the Mineral Rights Only**

The County may retain mineral rights on parcels that may have future County use, such as a rock quarry.

#### **5. Properties Held for Industrial Development**

State law authorizes the County to sell or otherwise convey County-owned property for "industrial uses." Industrial uses include manufacturing, commercial, research and development and warehousing activities. Property to be used for industrial purposes can be sold, traded or conveyed to an individual or business through private negotiations without going through the auction process. Proceeds from the sale of tax-foreclosed property are distributed to the appropriate taxing agencies, unless the property is zoned industrial and the Board of Commissioners designates the proceeds for industrial development investment at County facilities.

#### **6. Properties Held for Right-of-Way Purposes**

This category consists of properties that will be incorporated as rights-of-way or dedicated to the public for road purposes. Parcels incorporated in the right-of-way or dedicated to the public will be deleted from the County's inventory.

#### **7. Properties Held for Future Park and Recreational Use**

This category consists of parcels of land that have been received by the County through the tax foreclosure process, received as a donation, purchased or otherwise acquired, and that are held in trust for future recreational or possible park use.

Parcels will be held for potential parks use if so identified in the County's officially adopted County Recreation Lands and Parks Master Plan. Generally, parcels held for this purpose should be held for no more than five years and will be reviewed by the Property Specialist in a report to the Board of Commissioners every five years.

In accordance with the Recreational Master Plan, Clatsop County shall utilize the County Recreational Lands Committee as a primary public review body for potential County land sales involving County Park or recreational lands or lands adjoining County park properties.

No existing County-owned recreational lands shall be sold, traded or exchanged without the input of the Clatsop County Recreational Lands Committee.

State law authorizes the County to sell or otherwise convey public parks or recreational areas so designated by Order of the Board upon a finding that the sale or conveyance is in the best interest of the public. Any proceeds from the conveyance shall be held for maintenance and improvement of existing parks and recreation lands or future acquisition of lands to be set aside for park or recreational purposes.

Recreational lands will be retained in their natural state and not developed or operated as County Parks without the approval of the Board of Commissioners.

## **8. Properties Held for Timber Harvest**

This category consists of parcels of land that the County is holding for potential timber harvest and forest management.

## **9. Properties Being Used by the County**

This category consists of the properties that are currently in use by the County. These include the Courthouse, Public Works Building, Judge Guy Boyington Building, 800-820 Exchange Street complex, Animal Shelter, Community Corrections Transition Center and all other buildings and land used by the County, existing County Parks and those properties under active lease by the County to other parties.

From time to time, Clatsop County may lease property from a private party for special needs, such as stockpiles, storage or program needs.

## **10. Surplus Property Leased to a Private Party**

Surplus property may be leased to a private party as office space, tower sites, substations, etc., for profit as per contract with terms.

- C. First priority will be given to the County's needs and interest for the use of County owned land. Generally, the County will designate that property for the County's future use.
- D. The next priority should be other local governments that show a public need and demonstrate the ability to purchase the property within three years.
- E. All properties will be placed in Category 1 unless identified as in another category.
- F. Tax-foreclosed land may be held for trade if unsold at public auction pursuant to Oregon Revised Statutes.

## **II. SALE OR TRADE OF PROPERTIES**

### **A. DISTRIBUTION OF SALE PROCEEDS**

- 1. The proceeds of Sheriff's sales or public auctions shall be distributed as provided in ORS 275.275. Prior to distribution to the taxing districts or any other use of land sale proceeds, the County will reimburse itself for the incurred management costs of those properties from the sale proceeds. These costs include but are not limited to staff time, publication costs, preliminary title searches, recording costs, appraisal fees and timber cruises.
- 2. The County will record all deeds and Memorandums of Sale and will reimburse itself for recording costs from the proceeds of the sale.

### **B. SALE OR TRANSFER TO NONPROFITS**

- 1. Nonprofit organizations that qualify as tax-exempt organizations under Section 501(c)(3) of the Internal Revenue Code and meet the criteria of ORS 271.330 will be offered an opportunity to acquire any properties the County may receive through the tax foreclosure process that are not being used for a County

purpose. The property must be used for a public purpose and must be within their local jurisdiction.

2. The property may be transferred or sold at any price the Board of County Commissioners deems appropriate if the proposed use is found to be in the best interests of the County. The criteria set forth in C.1. below shall be considered. The use of the property shall be restricted to the public purpose for which it is transferred, and a reversionary interest shall be retained, unless waived pursuant to ORS 271.330(5). The reversionary clause should be waived for property purchased for full market value.
3. Nonprofit organizations must provide a copy of their tax exempt letter, current bylaws, and corporate registration when making a request to acquire County property.

#### **C. SALE OR TRANSFER TO OTHER GOVERNMENTS**

1. Property sold, traded or given to a government outside the auction process must be retained by that government and used for a public purpose. The County should seek full compensation from other governments for tax-foreclosed property unless the Board determines it is in the County's best interest to donate the property or accept less than market value. The following criteria shall be considered:
  - Whether the value of the property is significant;
  - The possibility of finding a private purchaser;
  - The liability or potential maintenance costs if the County retains the property;
  - Cost of disposing of the property at public auction or negotiated sale vs. potential sale proceeds;
  - Amount of back taxes owed on the property and the willingness of the local government to pay the County to cover its costs and taxes owed;
  - The intended public use by the local government and whether the use would provide significant benefits to county residents and taxpayers as whole rather than benefiting primarily local residents and taxpayers.
2. Property should be transferred or sold with a reversionary clause for not less than 20 years, unless the Board determines the reversionary clause should be waived pursuant to ORS 271.330(5). The reversionary clause should be waived for all property purchased for fair market value.

#### **D. REVERSIONARY RIGHTS**

1. The County will uniformly enforce its ownership rights the reversionary clause in any deed or other conveyance to a public body or non-profit corporation.
2. The County will examine the specific language of the instrument and the purpose for which conveyance was made.
3. If the document conveying property to a municipality without consideration does not expressly mention a purpose or include a reversionary clause, the County

shall take a position that the conveyance was made for a public purpose and that a reversion to the County was required by ORS 271.330.

4. In a dispute over reversionary rights, the County should first attempt to economically resolve the matter by mutual agreement in the spirit of the original conveyance. If agreement is not reached, the County will seek resolution through appropriate judicial means.
5. All property re-acquired by the County through a reversionary clause will be categorized and managed pursuant to County Property Management Policies.

#### **E. PUBLIC SALE OF SURPLUS PROPERTIES BY AUCTION**

1. Parcels in category 1 will be offered for sale at public auction to the general public in a fair and equitable manner.
2. Staff will strive to hold at least one public auction each year to dispose of property, unless the Assessment and Taxation Director determines there is insufficient property available to sell.
3. Before each public auction, the Property Management division will present the date of the sale and the notice of sale listing the properties and minimum bids and whether the sale will be cash or contract, to the Board of Commissioners for approval.

The Property Specialist, Assessment and Taxation Director, Chief Deputy Assessor and Tax Collector and the County Manager are authorized to remove property from the public auction during the two weeks prior to the sale. The Board shall be promptly notified with an explanation of the circumstances justifying the removal.

4. Contiguous properties should generally be grouped together for sale as one unit of ownership. This policy will allow the County to dispose of property and receive the best return for its surplus property. Parcels to be grouped together shall be annotated on the inventory to be sold as one unit of ownership.
5. Sales under \$20,000 will be for cash only. Sales over that amount may be offered on contract. The interest rate will be a fixed rate set as to the farm credit service rate. The rate will be that rate effective the January of the year of the start of the contract and will be applied to the unpaid balance per annum.
6. Staff shall provide Instruction Sheets for prospective bidders detailing the terms and conditions of sales and bidder responsibilities during registration at all public auctions.
7. High bidders who do not pay for property by the deadline established for payment are prohibited from bidding or purchasing County-owned property for two years after the date of the sale.
8. The Clatsop County Board of Commissioners reserves the right to reject any and all offers on real property. In the event the County does not accept an offer or removes a property from sale after taking bids, bidders will be refunded all deposit monies on that property.
9. Sales may also be conducted by written bid. To conduct a written bid auction, the County will advertise the property that is for sale and date and time of bid

closing in a newspaper of general circulation in the County at least 15 days before date of opening. Written bids received will be secured unopened until the bid closing. All submitted bids must be valid for a period of 30 days from date of opening. Property will be sold to the highest and best bidder who meets the conditions of the sale.

**F. DISPOSITION OF PROPERTY THAT DID NOT SELL AT AUCTION**

1. After each auction, surplus properties that did not sell will be made available for private sale for a price not less than 80% of the established minimum bid to the first person offering to purchase it. Any offer to purchase must be in writing, and is only accepted when approved by the Board of Commissioners.
2. Property that has not sold within one year of the first auction will be re-evaluated by the County Categorization Committee and either re-auctioned by oral bid or sold by written bid auction. The Categorization Committee shall establish the revised minimum bid price.
3. Tax foreclosed land that did not sell at auction may be exchanged for land of equal appraised value pursuant to ORS 275.060.

**G. UNBUILDABLE LAND**

1. Unbuildable tax-foreclosed property as defined by ORS 275.225 may be offered to contiguous property owners through private sale or trade. These parcels are usually small slivers of land that are of value only to the adjoining property owner and require time and expense to the County to manage.
2. The Property Specialist will maintain a list of these properties and initiate contact with contiguous owners. In identifying potential purchasers the property manager will take into account access to surrounding properties.
3. With the recommendation of staff, the Board of Commissioners will establish the minimum bids; authorize the Property Specialist to accept offers that meet or exceed the minimum bid and to prepare the deeds, and authorize the Chairperson of the Board of Commissioners or designee to sign Quit Claim deeds and purchase agreements.

**H. EXCHANGES**

Tax foreclosed property may be exchanged for property of equal value, pursuant to ORS 271.340, however, the property received shall be managed as tax foreclosed property.

**I. MINERAL RIGHTS**

Mineral rights may be sold as provided in ORS 275.312-316 or by public sale.

**IV. MISCELLANEOUS**

- A. The County may consider easements, sales or leases of County-owned parcels that involve lease agreements with the Department of State Lands and adjoining Floating Recreational Cabins if the applicant is in compliance with state and local land use regulations.
- B. The Property Management Specialist will be the Official Manager of the Clatsop Plains Pioneer Cemetery with the authority to operate a cemetery in municipal

ownership. This position is responsible for informing the Oregon Mortuary and Cemetery Board of any changes in management and care of the cemetery and for filing forms with the controlling authority.

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

January 8, 2020

---

**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

---

**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 February 4, 2020. Four parcels have been selected for this auction, including parcels in Fishhawk Lake, Gearhart 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.

**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:**

*“Approve the minimum bids, setting sale date and proceeding to auction by adopting the Resolution and Order and authorizing the Chair to sign the Resolution and Order.”*

**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 February 4, 2020, in the Judge Guy Boyington Building, 857 Commercial Street in  
21 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 January, 2020  
31

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

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

38  
39 Approved as to form:  
40

41 \_\_\_\_\_  
42 County Counsel  
43

EXHIBIT "A"  
LEGAL DESCRIPTIONS FEBRUARY 4, 2020 AUCTION

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 \$100 CASH

ASSESSOR'S ACCOUNT #61010CB05000

LEGAL DESCRIPTION: A portion of that public street named Hager Avenue located in the Southwest ¼ of Section 10, Township 6 North, Range 10 West, Willamette Meridian, City of Gearhart, Clatsop County, Oregon and further described as follows:

Beginning at a point that bears North 90° 00' 00" East 329.92 feet from the Initial Point of Redondo Addition, Plat Records, Clatsop County, Oregon, said point being the Northeast corner of that property described as Parcel No. 2 in Instrument No. 200410439;

Thence along the Easterly line of said Parcel No. 2, South 01° 53' 39" West 100.03 feet to the Southeast corner thereof;

Thence South 89° 58' 26" East 14.38 feet to a 5/8" iron rod with yellow plastic cap stamped "CKI OR LS2829 WA LS40519";

Thence along the North 00° 00' 00" East 99.99 feet to a 5/8" iron rod with yellow plastic cap stamped "CKI OR LS2829 WA LS40519";

Thence North 90° 00' 00" West 11.08 feet to the Point of Beginning containing 1,273 square feet.

Real Market Value \$8,503 Minimum Bid \$3,500 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 #81008AA03500

LEGAL DESCRIPTION: Lots 1 and 2, Block 39, Town of New Astoria, County of Clatsop, Oregon.

Real Market Value \$54,929 Minimum Bid \$50,000 CASH

NOTICE OF COUNTY LAND SALE

Pursuant to ORS 275.110 and Resolution and Order of the Clatsop County Board of Commissioners dated January 8, 2020, **at 10:00 a.m. on Tuesday, February 4, 2020**, I shall proceed to sell the properties indicated below at a public auction, in the Judge Guy Boyington Building, 857 Commercial St., 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:

<b>Map &amp; Tax Lot</b>	<b>RMV</b>	<b>Acres</b>	<b>General Area</b>	<b>Min. Bid</b>
60601AD03800	\$9,865	0.25	Fishhawk Lake Resort	\$100
61010CB05000	\$8,503	0.03	Off of Hager Ave in Gearhart	\$3,500
71033D000200	\$63,870	4.77	At the Reserve in Gearhart	\$20,000
81008AA03500	\$54,929	0.15	Fleet and 7 <sup>th</sup> in Hammond	\$50,000

**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. For information, call 503-338-3674 or contact Clatsop County Property Management, 820 Exchange Street, Suite 230, Astoria, Oregon, weekdays between 8:30 a.m. and 5:00 p.m.

Clatsop County Sheriff

Publication dates: January 11, 18, 25 & February 1, 2020  
The Daily Astorian

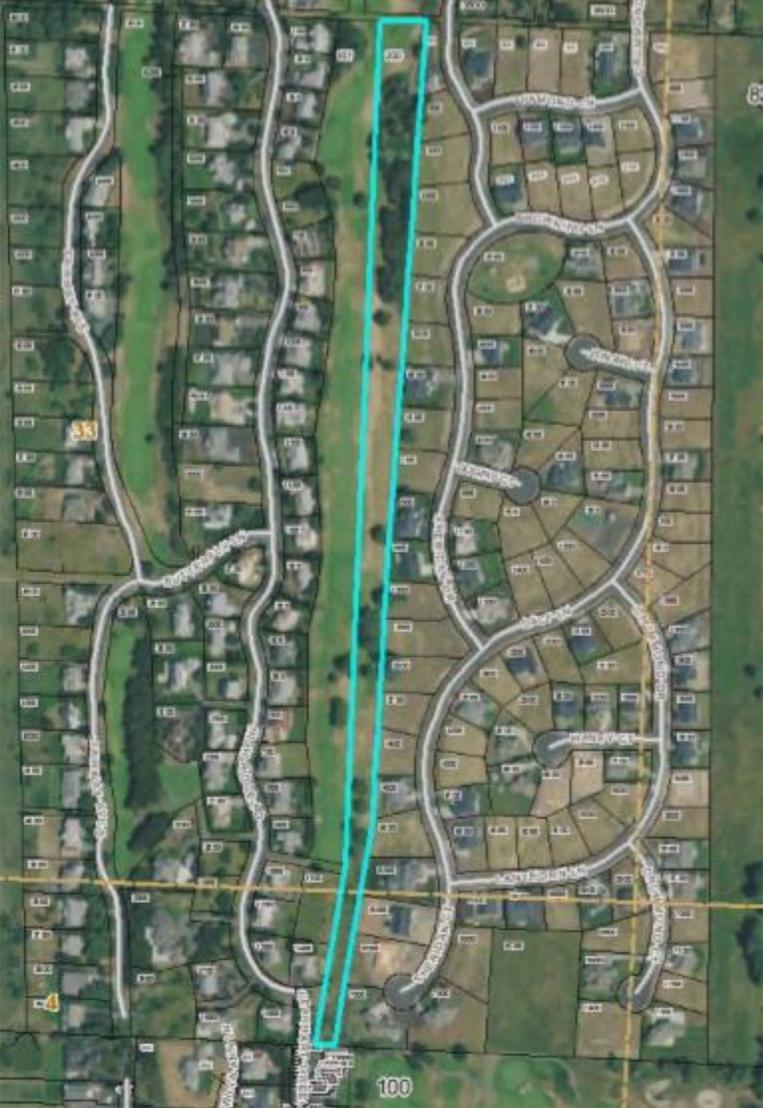
MAP # 60601AD03800	Minimum Bid: \$ 100 CASH
Real Market Value \$9,856	Assessed Value \$9,856
Acreage: 0.25	General Area: 71459 Fishhawk Road in Birkenfeld
Zoning: RSA-SFR Rural Service Area- Single Family residential	Special Overlay:
<p>Comments: Homeowners Dues of approximately \$3,250 are due annually 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>	



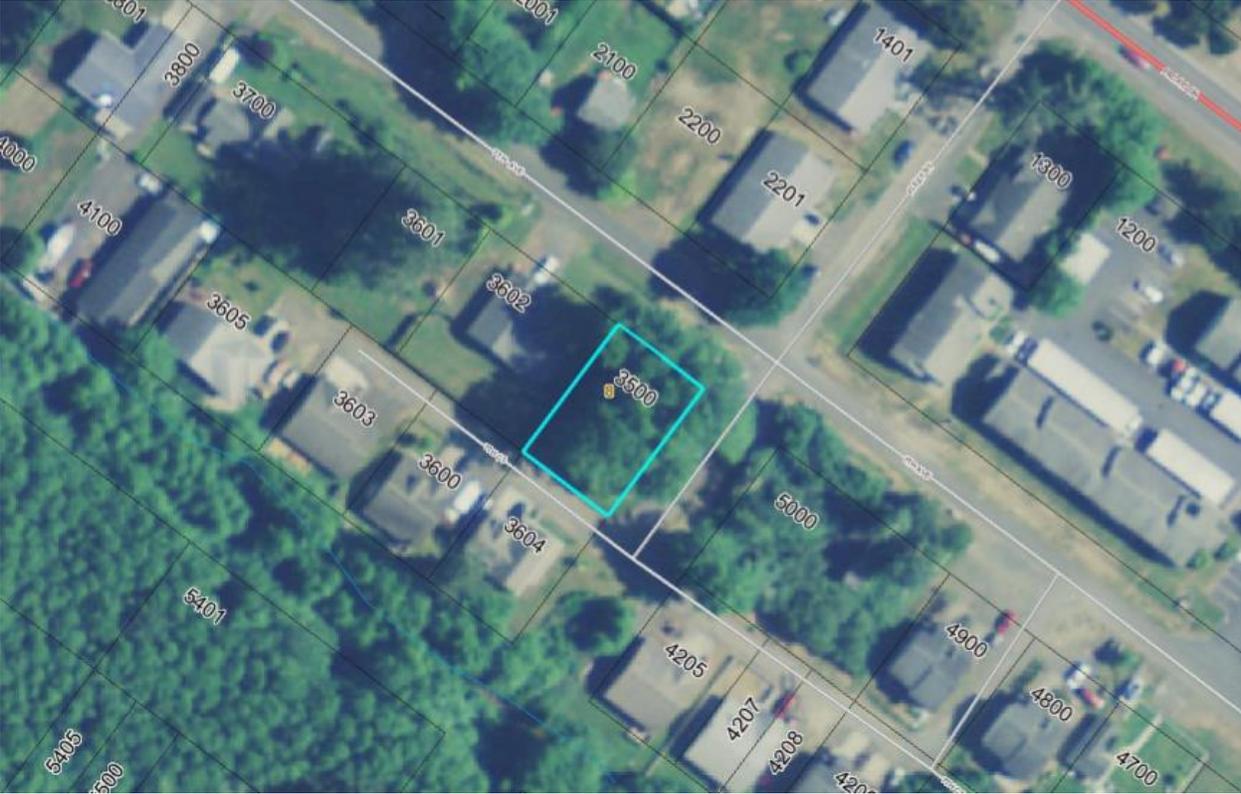
MAP #61010CB05000	Minimum Bid: \$3,500 CASH
Real Market Value: \$8,503	Assessed Value: \$5,765
Acreage: 0.03	General Area: Vacant land off of Hager Avenue in Gearhart
Zoning: Adjacent to R1 – Low Density Residential	Special Overlay:
Comments: Vacated portion of Hager Avenue, used by adjoining owner as part of their front yard. Value only to adjoining tax lot 4500 to the west.	



MAP #71033D000200	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 #81008AA03500	Minimum Bid: \$50,000 CASH
Real Market Value: \$54,929	Assessed Value: \$15,400
Acreage: 0.15	General Area: Hammond off of Fleet Street and 7 <sup>th</sup> Avenue
Zoning: RM, Medium Density Residential	Special Overlay:
Comments:	



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

January 8, 2020

---

**Issue/ Agenda Title:** Contract for On-Call Realtor Services  
**Category:** Consent Calendar  
**Prepared By:** Monica Steele, Assistant County Manager  
**Presented By:** Monica Steele, Assistant County Manager

---

**Issues Before the Commission:** Contract for On-Call County Realtor Services

**Informational Summary:** Periodically, the county may desire to sell or buy certain properties to meet long term goals and objectives. As such, county staff determined the need to advertise an RFP seeking Proposals for the services of a professional realtor/realty firm to list, market, and sell certain improved and unimproved properties and otherwise represent Clatsop County on specified real estate transactions as requested. Examples of property include, but are not limited to, unimproved land, residential structures, commercial property, and agriculture/forest lands.

The selected firm will be able to list, market, and sell a diverse portfolio of property types, as well as negotiate the potential purchase of property on the County's behalf.

The intent is to contract with one firm to represent the County and its realty needs as they arise. Projects will be converted into a standard listing agreement form or Purchase and Sale Agreement as needed or required.

**Fiscal Impact:** Costs would be paid for through county property sales at a market commission rate of 6% and would only be paid upon a closed transaction.

**Options to Consider:**

1. Approve the contract with Cushman & Wakefield
2. Decline staff recommendation and ask staff to go back out for proposals.

**Staff Recommendation:** Option #1

**Recommended Action:**

*Approve the contract for On-Call Realtor services with Cushman & Wakefield and authorize the County Manager to sign the contract and any amendments.*

**Attachment List**

- A. RFP for On-Call Realtor Services
- B. Cushman & Wakefield Proposal
- C. Contract for Realtor Services



**REQUEST FOR PROPOSALS**

**FOR**

**On-Call Realtor Services**

---

**Don Bohn**  
County Manager

**Monica Steele**  
Assistant County Manager

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE:** December 20, 2019

**TIME:** 2:00 PM, Pacific Standard Time (PST)

**PLACE:** Clatsop County  
800 Exchange Street, Suite 400  
Astoria OR 97103

**SCHEDULE**

Request for Proposals Issued.....December 2, 2019  
Protest of Specifications Deadline.....December 5, 2019, 5:00 PM, PST  
Deadline to Submit Clarifying Questions.....December 6, 2019, 5:00 PM, PST  
Request for Proposals Closing Date and Time.....December 20, 2019, 2:00 PM, PST  
Deadline to Submit Protest of Award.....Seven (7) days from the Intent to Award

## TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals .....	1
Section 2 – Instructions to Proposers .....	2
Section 3 – Scope of Work .....	7
Section 4 – Evaluation and Selection Criteria .....	9
Section 5 – Proposal Content (Including Proposal Certification).....	13
Section 6 – Sample Contract.....	15

**SECTION 1**  
**NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clatsop County will receive sealed Proposals per specifications until **2:00 PM, December 20, 2019** (“Closing”), to **provide On-Call Realtor Services**. No Proposals will be received or considered after that time.

Proposal packets are available from 8:00 AM to 5:00 PM Monday through Friday in the Clatsop County Manager’s Office, Clatsop County Public Services Building, 800 Exchange Street, Suite 400, Astoria, OR 97103, telephone (503) 325-1000 or may be obtained at <https://www.co.clatsop.or.us/rfps>. Sealed proposals are to be sent to Clatsop County – Attention Monica Steele, Assistant County Manager at the above Exchange Street address.

Contact Information

Procurement Process and Technical Questions: Monica Steele, 503-338-3609,  
[msteele@co.clatsop.or.us](mailto:msteele@co.clatsop.or.us).

Clatsop County reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, Clatsop County will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clatsop County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clatsop County encourages bids from Minority, Women, and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clatsop County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Manager’s Office, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the County Manager’s Office for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <https://www.co.clatsop.or.us/rfps> for any published Addenda or response to clarifying questions.

**2.5 Submission of Proposals:** All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Response form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone, fax, or email.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the County Manager’s office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the County Manager’s office as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the County Manager's office will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) listed in Section 6 – Sample Contract, attached hereto and made a part hereof. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of the Instructions to Proposers Section of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

**2.18 Review for Responsiveness:** Upon receipt of all Proposals, the County Manager or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.19 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.20 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee about the RFP until the apparent successful Proposer is selected, and all protests, if any, have been resolved.

**2.21 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.22 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.23 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.24 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.25 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.26 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.27 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.28 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.29 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.30 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded

contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

## **SECTION 3 SCOPE OF WORK**

### **3.1. INTRODUCTION**

Clatsop County is seeking Proposals for the services of a professional realtor/realty firm to list, market, and sell certain improved and unimproved properties and otherwise represent Clatsop on specified real estate transactions as requested. Examples of property include, but are not limited to, unimproved land, commercial and industrial property, and agriculture/forest lands.

The intent of Clatsop County is to contract with one professional realtor/realty firm to represent the County and its realty needs as they arise. Projects will be converted into a standard listing agreement form or Purchase and Sale Agreement as needed or required.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals.**

### **3.2 BACKGROUND**

Clatsop County manages a diverse portfolio of real property assets. Periodically, the County may desire to sell (or buy) certain properties to meet long term goals and objectives. As such, the County is requesting proposals from commercial real estate professionals that can demonstrate the ability to list, market and sell a diverse portfolio of property types, as well as negotiate the potential purchase of property on the County's behalf.

Real estate services shall be provided by a Licensed Real Estate Broker (sole practitioner or a principal broker) or be a licensed real estate professional working under the aegis of a real estate broker authorized to operate in Oregon.

The successful Realtor ("Contractor") will be expected to view subject properties and comparable sales within appropriate neighborhoods or areas of the county, review information as to the assessed market value of the properties, market the properties to potential buyers and facilitate the closing through escrow. Further, the successful Realtor will be expected to serve the County in a manner that is trustworthy, and must be competent to engage in professional real estate activity to safeguard the interests of the public, with the goal of providing a buyer(s) for the properties and or negotiating purchases of property while helping the County be good stewards of taxpayer resources.

### **3.3. SCOPE OF WORK**

#### **3.3.1. Scope:**

Clatsop County anticipates the following tasks and serviced to be performed and completed:

##### **A. Properties for Sale:**

1. Develop a property prospectus for each property listed and marketed for sale
2. Maintain a professional and collegial relationship based on timely and effective communication to ensure a successful transaction from beginning to end.
3. Facilitate any necessary documents between the buyer(s) and seller in a timely manner. All offers are submitted to the Clatsop County designated representative for review, consideration, and a response.
4. Marketing and advertising to potential owner occupants and investors.
5. Have access to the local MLS in addition to other property marketing website and platforms.

**B. Properties to Purchase:**

1. Represent the County interests as buyer's agent
2. Maintain a professional and collegial relationship based on timely and effective communication to ensure a successful transaction from beginning to end.
3. Research possible targets for acquisition, communicate with the owners as to their desire to sell, present prospective target property to the County representative to review, develop an offering scenario, present the offer to the sellers, continue negotiating as necessary.
4. Facilitate any necessary documents between the buyer and seller in a timely manner.
5. Have access to the local MLS in addition to other property acquisition databases, websites and platforms.

**MANDATORY REQUIREMENTS:**

Real estate services shall be completed by a Licensed Real Estate Broker-either a sole practitioner or a principal broker-or a licensed real estate professional working under the aegis of a real estate broker authorized to operate in Oregon. Proposals submitted by anyone other than a licensed Real Estate Broker as described in this request for proposals shall be deemed to be non-responsive and not eligible to be considered for contract award.

**3.3.2. Term of Contract:**

The term of the contract shall be from the effective date through **December 31, 2020**. With the option for two (2) additional two (2) year renewals thereafter subject to the mutual agreement of the parties

## SECTION 4 EVALUATION PROCEDURE

- 4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the Board of Commissioners based on the highest scoring Proposal. The Clatsop County Board of Commissioner’s reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 Evaluation Criteria**

<b>Category</b>	<b>Points available:</b>
Proposer’s General Background and Qualifications	0-45
Approach to Work	0-30
Commissions	0-15
References	0-10
<b>Available points</b>	<b>0-100</b>

- 4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## **SECTION 5 PROPOSAL CONTENTS**

### **5.1. Vendors must observe submission instructions and be advised as follows:**

**5.1.1.** Six (6) copies of complete Proposals may be mailed to the below address Proposers are encouraged to contact the County Manager's office to confirm receipt of the Proposal. The Proposal must be received by the Closing Date and time indicated in Section 1 of the RFP.

### **5.1.2.** Mailing address including Hand Delivery, UPS and FEDEX:

Clatsop County Manager's Office – Attention Monica Steele, Assistant County Manager  
Clatsop County Public Services Building  
800 Exchange Street, Suite 400  
Astoria, OR 97103

**5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

### **Provide the following information in the order in which it appears below:**

### **5.2. Proposer's General Background and Qualifications:**

- Description of the firm.
- Briefly describe your firm's experience with selling or managing the sale of unimproved, improved, developable and/or unique properties in Clatsop County.
- The names of the persons authorized to represent the respondent, their title, licenses, and areas of specialty. Please include copies of Real Estate Broker License.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

### **5.3. Approach to Work**

Detail your approach to the project. Describe the tools that will be used to market the properties. Describe the methods and factors that you will use in identifying potential buyers for the property. Provide a sample marketing plan, including a timeline that describes your expected completion date.

### **5.4. Commissions**

Provide your firm's fee schedules ("Commissions") for the various property types (i.e. unimproved land, vacant land, developable land, commercial properties) to be sold or acquired.

### **5.5. References**

Provide three (3) references from clients your firm has served similar to the County property types in the past three (3) years. Provide the name, address, email, and phone number of the references.

### **5.6. Completed Proposal Response (see the below form)**

**PROPOSAL RESPONSE**  
**On-Call Realtor Services**

Submitted by: \_\_\_\_\_  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
  - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
  - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
  - 1. The selected Proposal must be approved by the Board of Commissioners.
  - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**(k)** The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State \_\_\_\_\_

Oregon Business Registry Number \_\_\_\_\_

Contractor's Authorized Representative

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

e-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Manager:

Name \_\_\_\_\_ Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**SECTION 6  
SAMPLE CONTRACT FORM**



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

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

**PERSONAL/PROFESSIONAL SERVICES AGREEMENT**

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

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

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

- 1. COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
- 2. WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
- 3. GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

**4. COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:

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

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

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

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

**8. INSURANCE.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$600,000 for property damage and minimum of \$700,000 per person for bodily injury and no less than \$1,400,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (approved by County Counsel) \_\_\_\_\_ (Contractor's Initials) \_\_\_\_\_

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

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

**11. TERMINATION OF AGREEMENT.** This Agreement may be terminated under the following conditions:

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

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

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

**14. FUNDING.** In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

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

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

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

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



A Response to a Clatsop County  
Request for Proposal for

# On-Call Realtor Services

PREPARED FOR

Don Bohn  
County Manager

Monica Steele  
Assistant County Manager

# Cover Letter

To | Clatsop County  
ATTN. Don Bohn, County Manager; and  
Monica Steele, Assistant County Manager  
800 Exchange Street, Suite 400  
Astoria, OR 97103

Dear Don and Monica,

Thank you for the opportunity to respond to Clatsop County's Request for Proposal for On-Call Real Estate Services.

It is a pleasure to assemble an experienced team with over 56 combined years in the commercial real estate industry representing a prominent list of public, non-profit and private sector entities in the leasing and sales of commercial office, industrial, and land assets.

While we tailor our strategy to each client, the process described in this proposal is similar to what we have developed and implemented in collaboration with other institutional clients. Used on behalf of the State of Oregon, we were able to realize \$80 million in portfolio savings to the State. With our help, NW Natural was able to make prudent decisions regarding facilities that maximized their benefit to the community. We have enjoyed a strategic brokerage relationship with Washington County for over 20 years spanning multiple complex transactions.

Our approach is successful for several reason:

- **Commitment:** Our key team leads are personally committed to taking the time and resources needed to carry out the County's vision and strategy.
- **Market Knowledge, Evaluation and Creativity:** Our team has experience that translates into depth of market understanding as well as connections to community and industry leaders that inform the issues of real estate. Our ability to evaluate the information and factors involved each unique situation gives us the creative edge in bringing satisfying solutions to whatever your real estate need may be.
- **Accessibility:** Based in Portland, we are ready to be on site as needed or to collaborate with those in the neighborhood. We regularly schedule communication that keeps both sides apprised of developments and ideas that move the task forward.

As a team, we have no conflicts of interest, but rather provide the County with strong local knowledge and relationships with civil and business leaders in the community of the Northern Oregon Coast. The Carnese's are proud third generation property owners in Seaside, Oregon.

We are extremely proud of our work and are confident that our approach will result in a focused and actionable real estate strategy to guide Clatsop County into the future. We look forward to a strategic partnership with the County.

Please reach out to us if you have any questions about our qualifications, our approach, or our fees. We are pleased to visit in person at your request.



**Brad Carnese**, Senior Director, Lead and Point of Contact  
+1 503 279 1750 | [brad.carnese@cushwake.com](mailto:brad.carnese@cushwake.com)  
OR License #940200224

Agenda Item # 4.

80

# Proposal Contents

As listed in RFP Section 5

## **5.2 General Background and Qualifications**

Cushman & Wakefield Overview  
Relevant Experience  
Cushman & Wakefield Team  
Requirement Performance Ability  
Team's Distinguishing Features

## **5.3 Approach to Work**

## **5.4 Commissions**

## **5.5 References**

## **5.6 Completed Proposal Response**

**Addendum**

# General Background and Qualifications

## Section 5.2

**Cushman & Wakefield Overview:**  
Description of the firm.

**Relevant Experience:**  
Briefly describe your firm's experience with selling or managing the sale of unimproved, improved, developable and/or unique properties in Clatsop County.

**Cushman & Wakefield Team:**  
The names of the persons authorized to represent the respondent, their titles, licenses, and areas of specialty. Please include copies of Real Estate Broker License.

**Requirement Performance Ability:**  
Description of the firm's ability to meet the requirements in Section 3.

**Team's Distinguishing Features:**  
Description of what distinguishes the firm from other firms performing a similar service.

# Cushman & Wakefield Overview:

## *Description of the firm.*

### **Cushman & Wakefield of Oregon, Inc.**

200 SW Market Street, Suite 200  
Portland, OR 97201  
Phone: +1 503 279 1700

Managing Principal: Jason de Vries  
Direct: +1 503 279 1732  
jason.devries@cushwake.com

Cushman & Wakefield (NYSE: CWK) is a leading global real estate services firm that delivers exceptional value for real estate occupiers and owners. Cushman & Wakefield is among the largest real estate services firms with approximately 51,000 employees in 400 offices and 70 countries. In 2018, the firm had revenue of \$8.2 billion across core services of property, facilities and project management, leasing, capital markets, valuation and other services. To learn more, visit [www.cushmanwakefield.com](http://www.cushmanwakefield.com) or follow @CushWake on Twitter.

## **Locally,**

Cushman & Wakefield's Portland office was established in 1975 and is a full service operation, including brokerage, property management, valuation & appraisal, project management, facilities management, and research. Currently there are 21 commercial real estate brokers, 25 property managers and staff, and 17 valuation experts on site in the Portland office. Our team has done extensive work with public, non-profit, and private sector clients across the nation.

## BY THE NUMBERS

**231**  
OFFICES

**9**  
COUNTRIES

**31,000**  
EMPLOYEES

But it  
isn't  
just  
about  
size.

It's also about the  
quality of our platform  
and passion of our  
people.

We are known for our ability to provide best-in-class real estate services including:

- consultation services,
- transaction services,
- project and development services,
- capital markets services among others.

# Relevant Experience:

*Briefly describe your firm's experience with selling or managing the sale of unimproved, improved, developable and/or unique properties in Clatsop County.*

In the following pages, you will find examples of our team's experience that is relevant to the requirements for Clatsop County.

## WASHINGTON COUNTY 9-1-1 FACILITY

HILLSBORO, OREGON

BROKER: BRAD CARNESE



Finding a suitable replacement for the dysfunctional assemblage used as Washington County's 9-1-1 Facility, given its essential facility status, was a project that required creative thinking. After a 12-month exhaustive process in search of building retrofit opportunities and/or land for build-to-suit led to an out-of-the-box solution. A six-acre off-market parcel strategically located away from the public, zoned industrial (non-seismic zone) providing strong power and redundancy opportunities, proved to be a good fit. Cushman & Wakefield negotiated a competitive sale and closed with this off-market/non-motivated, sophisticated property owner. This win/win methodology was completed by thoroughly understanding the market and successfully matching parties and objectives. The total project cost is estimated at \$26 million.

## CUSTOM STAMPING / CUSTOM BLOCKS

PORTLAND, OREGON

BROKER: BRAD CARNESE



Cushman & Wakefield was initially engaged on the sale of a 72,000 SF 1940/1950s close-in Portland manufacturing campus. C&W won the competitive listing and rolled the asset out to regional investor/developers with a successful \$11 million sale on behalf of the local family. C&W was subsequently awarded the leasing and curating of a repurposed, truly authentic, sustainable Creative Office Campus offered at \$29.50/NNN and housing hundreds of well-paid jobs compared to the previous seven (7) on 2 1/2 city blocks. The total project is estimated at \$35 million.

# Relevant Experience: CONTINUED

## CEREGHINO | BLUE LAKE CORPORATE PARK

GRESHAM, OREGON

BROKER: BRAD CARNESE



Cushman & Wakefield was retained to market 40 acres of Tier III Industrial farm land with extensive wetlands and site challenges. Trammell Crow purchased the property for development of a two-building speculative industrial park and awarded C&W the leasing.

## STATEWIDE REAL ESTATE EVALUATION AND ANALYSIS

STATE OF OREGON

LEAD BROKER: MARK CARNESE



The State of Oregon's Department of Administrative Services (DAS) engaged a multidisciplinary team led by Leland Consulting and Cushman & Wakefield to conduct a series of statewide and site-specific property and facilities evaluations beginning in 2012. The overall goals were to reduce the State's real estate related costs, revise the state's best practices and guidelines, "optimize" its assets, and re-purpose "surplus" assets. The team evaluated the approximately 550 properties that the State leased from the private sector in order to identify the most promising opportunities for cost savings. Our team continues to work with the State to realize significant property savings through renegotiations with landlords and developers. The team has achieved a cost savings of more than 25 percent on some leased properties, and more than \$80,000,000 across the entire leased portfolio.

## HEADQUARTERS RELOCATION EVALUATION, NW NATURAL

PORTLAND, OREGON

LEAD BROKER: MATT JOHNSON



NW Natural is a mission-driven organization and is regulated by the PUC to ensure fiscal prudence to ratepayer. Cushman & Wakefield was retained to help NW Natural evaluate relocating their HQ in the most cost-effective manner possible. Rather than simply begin with a site search, the strategy began by evaluating corporate goals such as seismic resiliency, staff recruitment and retention, and community benefit. As a regulated utility, the process needed to be methodical and well-documented in order to assure stakeholders that the decision is prudent and in the rate payers' best interest. Through a competitive process, the team identified suitable existing and planned buildings and found the best fit with the lowest cost.

# Relevant Experience: CONTINUED

## Other relevant clients and experience

### CLIENTS

NW Natural	Washington County	PGE
Papé	Rose's Restaurant	TriMet
Panattoni	Capstone Development	SAIF
Trammel Crow	Cadman	City of Portland

### LAND SALE EXPERIENCE

CLIENT	SIZE	LOCATION
NW Natural	6 acres	Warrenton, OR
NW Natural	1.1 acres	Astoria, OR
NW Natural	10 acres	Orchards, WA
Blue Lake	40 acres	PDX (Airport)
Big Eddy	8 acres	PDX (Airport)
NE Riverside	10 acres	PDX (Airport)
Freeway Land	101 cres	SE Foster, Portland
WA Cty / 911 Call Ctr	6 acres	Hillsboro, OR
WA Cty / Sheriffs Training	10 acres	Hillsboro, OR

Our marketing team would be happy to provide additional information at your request for any of the above-referenced transactions as it relates to our experience and its relevance to the County's North Coast Business Park.

# C&W Team:

*The names of the persons authorized to represent the respondent, their title, licenses, and areas of specialty. Please include copies of Real Estate Broker Licences.*



**BRAD CARNESE**  
Senior Director, Industrial  
503 279 1750  
brad.carnease@cushwake.com  
OR LIC# 940200224

Since starting with Cushman & Wakefield in 1994 as an industrial/technical specialist, Brad has completed significant deals throughout the market totaling over 7 million square feet and valued at more than \$1 billion. His client base includes institutions, government agencies, multi-market developers, and numerous owner-users. He specializes in multi-faceted deals that roll from one phase to another such as from land sale to development to leasing. He thrives at finding creative solutions to challenging real estate situations that others might overlook to enhance client assets.



**MARK CARNESE**  
Executive Managing Director, Office  
503 279 1764  
mark.carnease@cushwake.com  
OR LIC# 200010031

Mark focuses his combined experience in real estate development, finance and appraisal to detailed problem-solving on behalf of his corporate clients who are leasing, acquiring or disposing of property. For the last 20 year, he's exclusively been in the role of an advisor for companies evaluating retaining a developer, owning or leasing property, and representing the end-use. Previously Mark served as project lead for OHSU's strategic planning and brokerage services combining detailed financial analysis, structured lease and disposition strategies, tenancy on asset valuation, and scenario-modeling.



**MATT JOHNSON**  
Executive Managing Director, Office  
503 279 1789  
matt.johnson@cushwake.com  
OR LIC# 200808009

For the past 15 years, Matt has worked as a real estate consultant and advisor. He is currently the team lead for the team lead for development and implementation on The State of Oregon's portfolio achieving over \$80M in realized savings over the past three years. He also served as team lead evaluating options NW Natural's headquarters and is now assisting them with strategy implementation.

# C&W Team: CONTINUED

## ADDITIONAL RESOURCES

### Sustainability and Wellness Advisory Group

Our ultimate goal is to incorporate Sustainability, WELL, and Fitwel services and provide commercially focused sustainability advice that informs the real estate strategy. Our advice reduces cost, maximizes value and supports delivery of your sustainability agenda.

### Workplace Strategy Services

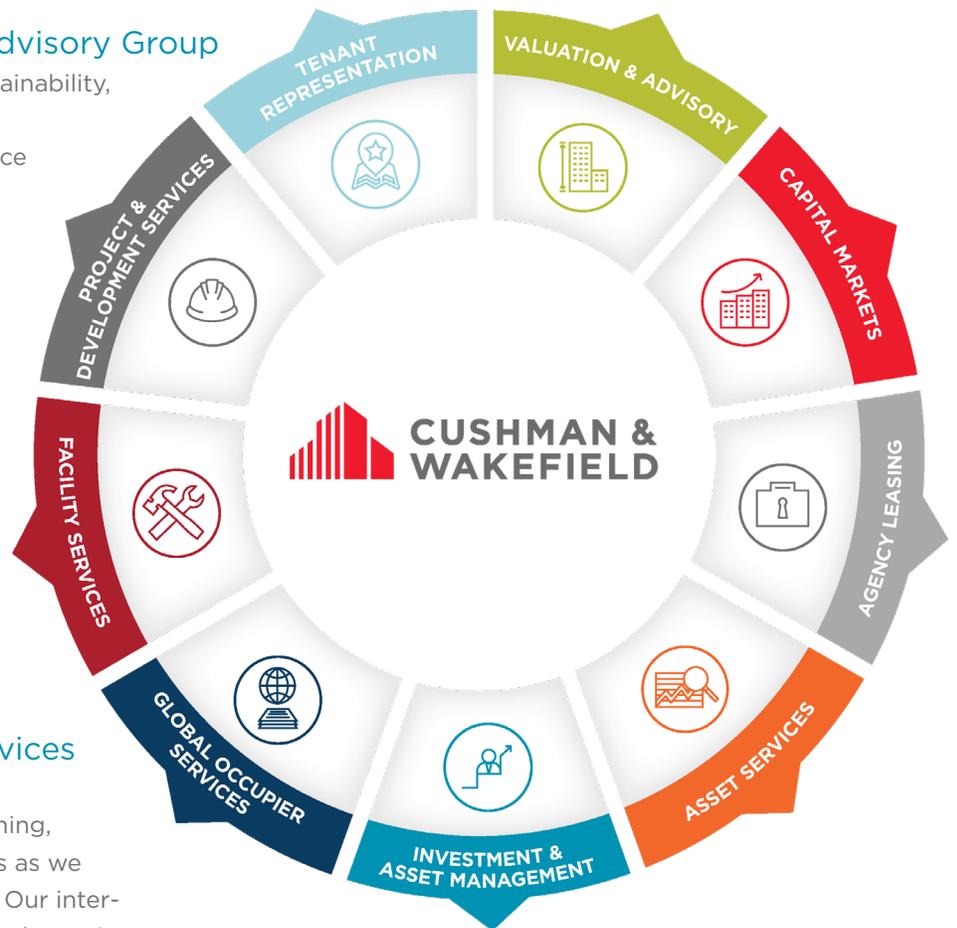
Innovative organization-centric workplace strategies engaging your talent with workplace program development and design. Working closely with brokerage and project management, we create dynamic and flexible workplace environments and “future ready” buildings and portfolios.

### Project and Development Services

C&W’s in-house Project & Development Services (PDS) team manages the Planning, Development, and Construction process as we pursue the best solution for our clients. Our interdisciplinary team guides clients through the entire real estate decision-making process, unearthing innovative facility solutions critical for productivity and success.

### Capital Markets

C&W provides Capital Markets expertise throughout every stage of the acquisition and sales processes, helping clients finance, raise joint venture equity, and sell investment properties to meet strategic, operational, and financial goals for their real estate investments. Clients benefit from our global footprint and access to international capital, the local market expertise and experience of over 350 brokerage professionals in the Americas, and anational sales and finance platform that is in constant communication about trends and pricing. Services include investment sales; equity, debt and structured financing; and loan sale advisory.



# C&W Team: CONTINUED

## ADDITIONAL RESOURCES

### Transaction Management

Transactions follow a structure, and rigorous process with required documentation for every transaction. The team will utilize a proven and tailored transaction management process to achieve OLWSD's short and long-term occupancy objectives.

### Lease Administration

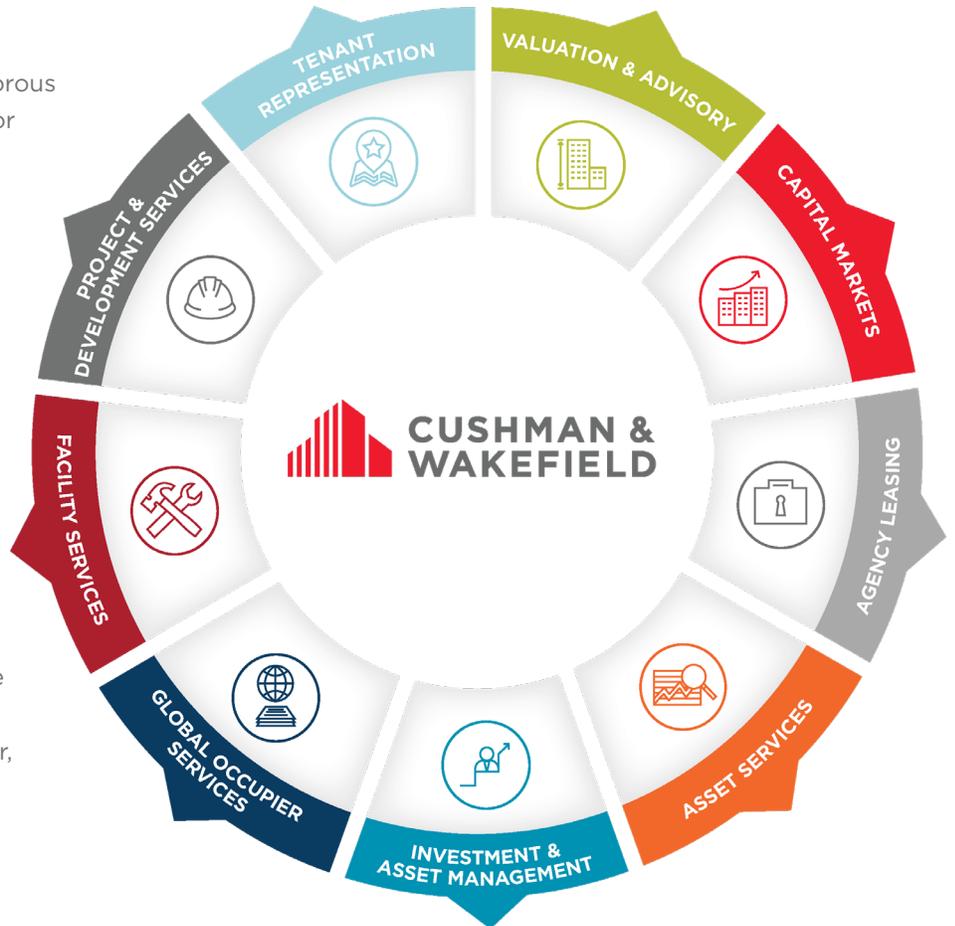
Our comprehensive, 'A La Carte' approach to lease administration services providing consulting services, implementation services, ongoing management and lease audit services. We recognize that effective and efficient management of real estate assets is nearly impossible without the right technology and data. Our platform systems include BIGCenter, and TriRiga and provide ongoing lease administrative services.

### Research

Cushman & Wakefield is a national leader in primary research and data-driven analysis. Our research professionals work full time to track key statistics, vacancy rates, rental rates, operating expenses, absorption rates, and construction trends. The information is gathered, verified, and entered into a proprietary database, Site Solutions II, a system that tracks nearly 10 billion square feet of office and industrial real estate nationwide.

### Valuation & Advisory

We conduct valuation and consultation services relating to federal, state, local and tribal government entities. Studies and valuations are performed for acquisitions, pre-disposal redevelopment planning/positioning, and disposal of assets, land exchanges and asset monitoring. Our team is experienced in preparing valuation assignments in compliance with the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book Standards) and agency specific guidelines, in addition to the Uniform Standards of Professional Appraisal Practice.



# Requirement Performance Ability:

## *Description of the firm's ability to meet the requirements in Section 3.*

Our assembled brokerage team's experience and expertise are well-suited to meeting the Clatsop County on-call broker requirement.

### **We have institutional experience.**

As already stated, we have a successful track record of working with institutions, finding them creative solutions and saving them money.

**We have varied experience.** Our experience working with multiple-faceted challenging transactions gives us the ability to meet most any requirement that the County might have. Whether involving product that is primarily industrial, office or land, whether buying, selling, leasing, or any combination of these, we are prepared to meet that challenge.

**We are collaborative.** The Cushman & Wakefield model is collaborative in nature utilizing the full breadth and resources of a national firm while partnering as needed with local representatives. Our company offers a wide variety of real estate services as outlined in the "C&W Team" section from which we can draw to serve our clients.

As a local brokerage team, we work well together and our combined experience and expertise gives us an unparalleled advantage. But we also believe in drawing from a knowledge base outside of our company. We would anticipate partnering on a case-by-case basis with such experts as Dowl Mackenzie Engineering, local/regional architects, Pacific Habitat/Wetlands consultants, City/State Economic Development leaders, and local/regional contractors to position and advance asset understanding and ultimate valuations.

**We have market knowledge and connections.** As a team, we have no conflicts of interest, but rather provide the County with strong local knowledge and relationships with civil and business leaders in the community of the Northern Oregon Coast. The Carnese's are proud third generation property owners in Seaside, Oregon.

**We believe we are the right team for you.** We are confident that we have the right set of tools for the job you want done and look forward to applying our experience and expertise on your behalf. We are excited to become strategic partners expanding on the success and growth of the County as we assist with the positioning of your real estate portfolio.

# Team Distinguishing Features

*Description of what distinguishes the firm from other firms performing a similar service.*

Our team’s experience is unparalleled. We have a proven track record of helping public agencies, non-profit organizations, and Oregon’s largest companies with real estate strategic planning, disposition/acquisition of land and buildings, and lease representation. We follow a methodical and proven process that is tailored to the unique needs of a public agency.

While our experience provides us with an understanding of the many challenges Clatsop County may face, it is not presumptive, nor does it assume we can step in and provide all the answers. Rather, it is collaborative in nature. Our approach and methodology takes into account the goals, objectives, and limitations of working with a public agency and we are well-prepared to support Clatsop County in the adoption of best practices borrowed from other public and private sector work.

Key features that distinguish this team include:

**Collaboration** - Our approach is to spend front-end time with the appropriate teams to understand short-, mid-, and long-term objectives that will drive the most efficient facility and cost solutions possible. Strategic partners such as architects, city/state economic development leaders, civil engineers, and local/regional contractors to position and advance asset understanding and ultimate valuations on behalf of the County.

**Accessibility** - As Clatsop County’s “On-Call” brokerage, we would make ourselves available for appropriate calls or meetings that allow us to understand the priorities of the County, and gives the County insight into our process and work.

**Commitment** - Our key team leads are the ones doing the work. We personally commit the time and resources needed to carry out the strategy.

---

Our team’s  
experience  
is unparalleled.  
We have a proven  
track record of  
helping public  
agencies.

# Approach to Work

## Section 5.3

Detail your approach to the project. Describe the tools that will be used to market the properties. Provide a sample marketing plan, including a timeline that describes your expected completion date.

# Approach to Work

*Detail your approach to the project. Describe the tools that will be used to market the properties. Provide a sample marketing plan, including a timeline that describes your expected completion date.*

For every project, we begin by identifying goals and desired outcomes using recent market comparable (sale or lease) information to establish benchmarks and Key Performance Indicators (KPI's) for measuring success. Given the depth of resources on our team, we are able to access the most accurate and up-to-date information to establish and measure success.

This proven process provides thorough reporting and ensures optimal outcomes. We've developed our methodology with the unique understanding of the opportunities and challenges that public agencies face. In fact, while customizable, this process was initially developed with and for The State of Oregon and has been successfully implemented for NW Natural, SAIF Corporation, Washington County, Multnomah County, and City of Portland.

The Project Approach outlined below will deliver Clatsop County a focused and strategic action plan. This real estate strategy is effective because it's:

**Strategic** - This is a proactive approach that evaluates and considers alternative workplace standards, co-location opportunities, future needs and includes flexibility to adapt to future changes in funding or bonding capacity.

**Accountable** - Our approach includes a built-in governance model which requires that all documents deliverables and approvals throughout the process are consistent and that all recommendations are being evaluated for potential inclusion and implementation. Additionally, our focus is to remain accountable to the project outcomes agreed to.

**Results Driven** - Our team is confident that working with Clatsop County, we will be able to deliver best-in-class results, which meet the larger goals of the County. Simply put, we stand by our work and our people, and if we don't achieve the goals for a project, we will not be compensated.

---

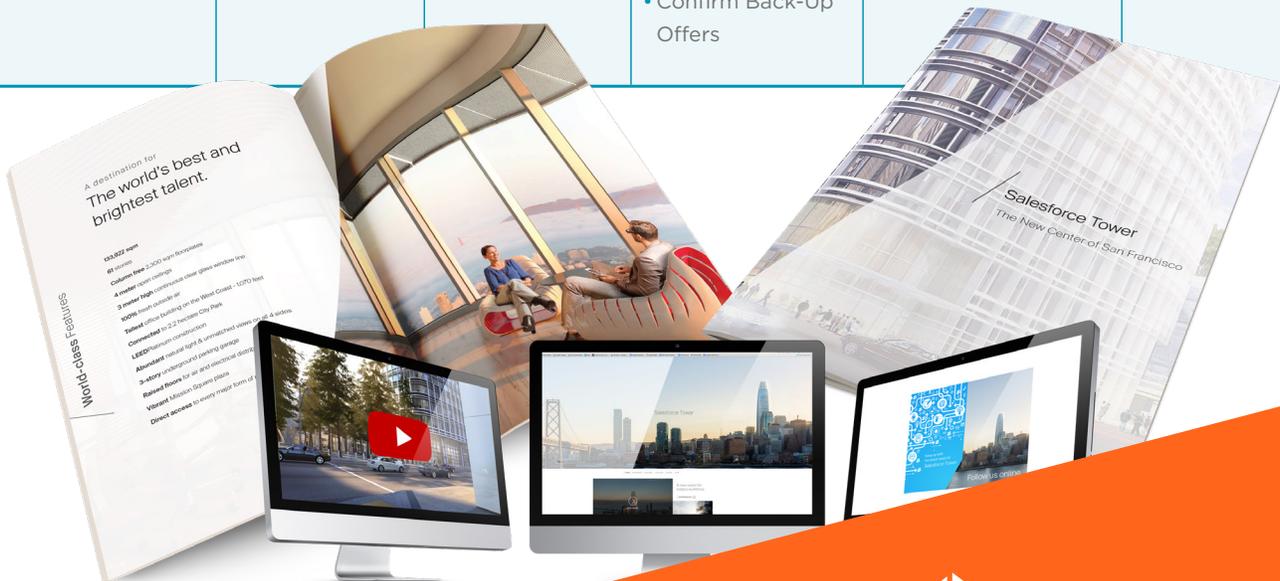
We've developed our methodology with the unique understanding of the opportunities and challenges that public agencies face.

# Approach to Work: Lease Process & Timeline

Process	Action Items	Deliverables
 <p><b>1. DISCOVER</b> 2 weeks</p>	<ul style="list-style-type: none"> <li>Initial space assessment/review</li> <li>Provide Space/Industry Trend Overview</li> <li>Identify all potential options</li> <li>Evaluate: Own-versus-lease</li> <li>Ascertain likely components of optimal solution</li> </ul>	<ul style="list-style-type: none"> <li>Lease abstracts</li> <li>Notice to Proceed "NTP"</li> <li>Develop project mandate &amp; governance</li> <li>Define Requirements</li> <li>Assembled Internal Project Team</li> </ul>
 <p><b>2. ENVISION</b> 3 weeks</p>	<p><b>Situational &amp; Needs Analysis</b></p> <ul style="list-style-type: none"> <li>Review current &amp; future business needs</li> <li>Refine understanding of the County's spatial and financial requirements</li> <li>Assemble staff headcounts &amp; forecasts</li> <li>Identify revenue-generating solutions from land sales</li> </ul> <p><b>Strategy Development</b></p> <ul style="list-style-type: none"> <li>Identify potential location alternatives</li> <li>Prepare preliminary budgets for relocation scenarios</li> <li>Analyze alternatives against baseline financial analysis</li> <li>Identify &amp; analyze alternative transaction structures</li> </ul>	<ul style="list-style-type: none"> <li>Employee Space Utilization benchmarking</li> <li>Survey &amp; Market Assessment</li> <li>Opportunity for Improvement scorecard</li> <li>Strategy Package</li> <li>Marketing Strategy</li> <li>Project Schedule</li> <li>Initial Workplace Assessment &amp; Space Programming</li> <li>Memoranda: Tenant Strategic Summary Memorandum; Proposed Lease Evaluation</li> <li>Define Clatsop County's desired outcomes (Key Objectives)</li> </ul>
 <p><b>3. FOCUS</b> 4 weeks</p>	<ul style="list-style-type: none"> <li>Criteria development</li> <li>Scenario development &amp; modeling: dispose of site(s) and relocate into owned or leased space</li> <li>Preliminary analysis of criteria</li> <li>Analyze prevailing market conditions &amp; forecasts</li> <li>Match potential facilities with the County's requirements</li> </ul>	<ul style="list-style-type: none"> <li>Evaluate &amp; score options</li> <li>Dot Exercise (criteria scoring)</li> <li>Market survey book of alternative locations</li> <li>Location option analysis</li> <li>Building fact sheets</li> </ul>
 <p><b>4. ANALYZE</b> 3 weeks</p>	<ul style="list-style-type: none"> <li>Equity Lens Evaluation</li> <li>Assess risks &amp; benefits of site options</li> <li>Cross reference sites with strategic &amp; operational plans</li> <li>Determine: How well does the solution meet the established criteria?</li> </ul>	<ul style="list-style-type: none"> <li>Detailed Criteria Analysis</li> <li>Financial Analysis &amp; Preliminary Pricing</li> <li>Site Analysis / Characterization</li> <li>Site Alternatives Evaluation and Selection Spreadsheet and Memorandum</li> </ul>
 <p><b>5. RECOMMENDATION</b> 6 weeks</p>	<ul style="list-style-type: none"> <li>Present recommended option (with back up option)</li> <li>Revisit criteria (are we still aligned with organizational goals?)</li> </ul> <p><b>Tour / Landlord RFP</b></p> <ul style="list-style-type: none"> <li>Preview options</li> <li>Conduct tours of the most qualified options</li> <li>Prepare and issue RFP's</li> </ul> <p><b>Proposal Analysis</b></p> <ul style="list-style-type: none"> <li>Evaluate proposals</li> <li>Present counter proposals</li> <li>Financial analysis of each option</li> </ul>	<ul style="list-style-type: none"> <li>Decision Packet</li> <li>Tour book</li> <li>RFP Package</li> <li>Identify preferred site (with back up option)</li> </ul>
 <p><b>6. NEGOTIATION</b> 5 weeks</p>	<ul style="list-style-type: none"> <li>Formulate negotiation strategy and implement</li> <li>Draft Letter of Intent (LOI)</li> <li>Review Lease terms and conditions with the County and the County's attorney</li> <li>Negotiate and Finalize Transaction Structure</li> </ul>	<ul style="list-style-type: none"> <li>Negotiation tracking matrix</li> <li>Letter of Intent and lease document with comments</li> <li>Lease Evaluation against Best Practices (i.e. space per employee, operational needs etc.)</li> <li>Prepare &amp; present final selection recommendation</li> </ul>
 <p><b>7. EXECUTION &amp; BUILD-OUT</b> 14 weeks</p>	<p><b>Project &amp; Development Services</b></p> <ul style="list-style-type: none"> <li>Program Finalization</li> <li>Project Management</li> <li>Schedule &amp; Budget Development</li> <li>Design &amp; Engineering Management</li> <li>Relocation Management &amp; Move-in (contractor selection &amp; negotiations; move-coordination &amp; reporting)</li> <li>Construction Management</li> <li>Furniture and AV/IT procurement coordination &amp; installation</li> </ul>	<ul style="list-style-type: none"> <li>Project Record Documentation</li> <li>Certificate of Occupancy</li> <li>Budget &amp; Design Approvals</li> <li>Project Closeout</li> </ul>
 <p><b>8. FOLLOW-UP</b></p>	<ul style="list-style-type: none"> <li>Post relocation support (post-move support; ongoing development advisory)</li> <li>Prepare and maintain lease abstract</li> <li>Prepare transaction summary book and value-added summary</li> <li>Prepare critical date report</li> <li>Monitor critical dates and notify the County</li> <li>Annually review escalation calculations</li> </ul>	<ul style="list-style-type: none"> <li>Transaction summary book, lease abstract, critical-data report, and value-added summary</li> <li>Best Practices Compliance Review Memorandum</li> </ul>

# Approach to Work: Disposition Plan

 <b>1. Strategic Planning &amp; Real Estate Strategy</b>	 <b>2. Pre-Marketing</b>	 <b>3. Marketing</b>	 <b>4. Call for Offers, Buyer Selection</b>	 <b>5. Contract Negotiations</b>	 <b>6. Buyer Due Diligence &amp; Closing</b>
<ul style="list-style-type: none"> <li>• Disposition Goals</li> <li>• Property Inspection</li> <li>• Market Analysis</li> <li>• Marketing Strategy (locally and nationally)</li> <li>• Due Diligence</li> <li>• Operating Expenses</li> <li>• Property Taxes</li> <li>• Property Condition Assessment</li> <li>• Deferred Maintenance</li> <li>• Capital Items</li> <li>• Confirm terms of ROFR in Ground Lease</li> </ul>	<ul style="list-style-type: none"> <li>• Property Photographs</li> <li>• Aerial Photographs</li> <li>• Maps &amp; Graphics</li> <li>• Marketing Materials</li> <li>• Targeted User &amp; Investor List</li> <li>• Email Broadcast</li> <li>• Due Diligence</li> <li>• Executive Summary</li> <li>• Offering Memorandum</li> <li>• Announcements</li> <li>• Market Discussions</li> <li>• Offer to Stanford per terms of Ground Lease</li> </ul>	<ul style="list-style-type: none"> <li>• Email Broadcast</li> <li>• Executive Summary</li> <li>• Investor Registration</li> <li>• Offering Memorandum</li> <li>• Property Tours</li> <li>• Investor and User Communication</li> <li>• Property Questions</li> <li>• Market Fundamentals</li> <li>• Underwriting Guidance</li> <li>• Marketing Reports</li> </ul>	<ul style="list-style-type: none"> <li>• Schedule Bid Date</li> <li>• Create Momentum</li> <li>• Email Reminders</li> <li>• Call ALL Registered Users &amp; Investors</li> <li>• Offer Matrix &amp; Analysis (Alternatives and Recommendations)</li> <li>• Interview Top Bidders</li> <li>• Select "Top Tier"</li> <li>• 2nd Rounds of Offers</li> <li>• Best &amp; Final Round</li> <li>• Confirm if Price requires offer back to Stanford</li> <li>• PSA/Lease Draft</li> <li>• Buyer Recommendation</li> <li>• Select Buyer</li> <li>• Confirm Back-Up Offers</li> </ul>	<ul style="list-style-type: none"> <li>• Negotiate &amp; Finalize PSA/Lease</li> <li>• Confirm Ground Lease Assignment Process</li> <li>• Deposit Structure</li> <li>• Due Diligence Period</li> <li>• Closing Period</li> <li>• Terms/Conditions</li> <li>• Leaseback Terms</li> <li>• Lease Document</li> <li>• Operating Agreement</li> <li>• Buyer inspections</li> <li>• Escrow process</li> <li>• Respond to any issues</li> <li>• Coordinate Legal Team</li> <li>• Operational Team</li> <li>• Final recommendation</li> </ul>	<ul style="list-style-type: none"> <li>• Buyer DD</li> <li>• Coordinate DD Tours</li> <li>• Operational Teams</li> <li>• Documentation</li> <li>• ALTA update</li> <li>• Title Company</li> <li>• Monitor Funding</li> <li>• Monitor Buyer's Commitment</li> <li>• Finalize Documents</li> <li>• Close of Escrow</li> <li>• Post-Close Items</li> </ul>



Agenda Item # 4.

# Commissions

## Section 5.4

Provide your firm's schedules ("Commissions") for the various property types (i.e. unimproved land, vacant land, developable land, commercial properties) to be sold or acquired.

# Commissions

*Provide your firm's schedules ("Commissions") for the various property types (i.e. unimproved land, vacant land, developable land, commercial properties) to be sold or acquired.*

Our fee structure is a market 6% sales fee on owned County assets. While a purchase or new lease would be the responsibility of the property owner or landlord, our fiduciary is solely to our exclusive client on any transaction (Clatsop County). We would be pleased to present our standard agreement at your request or work off of the County's document.

---

The C&W model is collaborative in nature utilizing the full breadth and resources of a national firm while partnering as needed with local representatives.

# References

## Section 5.5

Provide three (3) references from clients your firm has served similar to the County property types in the past three (3) years. Provide the name, address, email, and phone number of the references.

# References

*Provide three (3) references, from clients your firm has served similar to the County property types in the past three (3) years. Provide the name, address, email, and phone number of the references.*

**Kristie Bollinger** | Real Property Manager  
Washington County

155 N First Avenue  
Hillsboro, OR 97124  
503.846.3491

[kristie\\_bollinger@co.washington.or.us](mailto:kristie_bollinger@co.washington.or.us)

---

**Steve Sieber** | Principal  
Trammell Crow Company

1300 SW Fifth Avenue, Suite 3050  
Portland, OR 97201  
T 503.946.4972 | C 503.449.3687

[ssieber@trammellcrow.com](mailto:ssieber@trammellcrow.com)

---

**Chris Nelson** | Principal  
Capstone Partners LLC

1015 NW 11th Avenue, Suite 243  
Portland, OR 97209  
T 503.226.1972 | C 503.312.3313

[cnelson@capstone-partners.com](mailto:cnelson@capstone-partners.com)

---

**Wayne Pipes** | Facilities Director  
NW Natural

2020 NW 2nd Avenue  
Portland, OR 97209  
503.226.4211

[wayne.pipes@nwnatural.com](mailto:wayne.pipes@nwnatural.com)

# Completed Proposal Response

## Section 5.6

**PROPOSAL RESPONSE**  
**On-Call Realtor Services**

Submitted by: Brad Carnese, Senior Director, Cushman & Wakefield of Oregon, Inc  
(Must be entity's full name, and State of Formation)

The undersigned, through formal submittal of this Proposal response declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County-elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its term.
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
  - 1. The prices in the Proposal have been arrive at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
  - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
  - 1. The selected Proposal must be approved by the Board of Commissioners.
  - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State \_\_\_\_\_

Oregon Business Registry Number 098065-114 Cushman & Wakefield of Oregon, Inc.

Contractor's Authorized Representative

Signature  Date: December 12, 2019  
Name: Brad Carnese Title: Senior Director  
Firm: Cushman & Wakefield of Oregon, Inc.  
Address: 200 SW Market Street, Suite 200  
City/State/Zip: Portland, OR 97201 Phone: (503) 279-1750  
e-mail: brad.carnese@cushwake.com Fax: n/a

Contract Manager:

Name Jason de Vries Title: Managing Principal  
Phone Number: (503) 279-1732  
Email Address: jason.devries@cushwake.com

# Addendum

## Property Flyers

Custom Blocks  
Blue Lake Corporate Park  
The Hopper

## Broker Licenses

Bradley Carnese  
Mark Carnese  
Matt Johnson



## Oregon Real Estate Agency

Scroll down to see Disciplinary Actions for the listed licensee. If Disciplinary Actions do not appear, it means the Agency has no record of administrative actions taken on this licensee.

# Lookup Detail View

### Name and Address

Name	Address
BRADLEY RICHARD CARNESE	1089 SW SUMMIT VIEW DR PORTLAND, OR 97225-6187

### License Information

License	License Type	Expiration Date	Status
940200224	Broker	03/31/2020	ACTIVE

### Affiliated With

Name	Address	License	License Type	Status	Affiliation Date
CUSHMAN & WAKEFIELD OF OREGON, INC.	200 SW Market St., Suite 200 Portland, OR 97201	201218961	Registered Business Name	ACTIVE	08/31/2016

Generated on: 12/20/2019 10:40:30 AM



## Oregon Real Estate Agency

Scroll down to see Disciplinary Actions for the listed licensee. If Disciplinary Actions do not appear, it means the Agency has no record of administrative actions taken on this licensee.

# Lookup Detail View

### Name and Address

Name	Address
MARK A CARNESE	16868 BRYANT RD LAKE OSWEGO, OR 97035-5530

### License Information

License	License Type	Expiration Date	Status
200010031	Broker	02/29/2020	ACTIVE

### Affiliated With

Name	Address	License	License Type	Status	Affiliation Date
CUSHMAN & WAKEFIELD OF OREGON, INC.	200 SW Market St., Suite 200 Portland, OR 97201	201218961	Registered Business Name	ACTIVE	08/31/2016

Generated on: 12/20/2019 10:41:22 AM



## Oregon Real Estate Agency

Scroll down to see Disciplinary Actions for the listed licensee. If Disciplinary Actions do not appear, it means the Agency has no record of administrative actions taken on this licensee.

# Lookup Detail View

### Name and Address

Name	Address
MATTHEW CARL JOHNSON	11422 SW Breyman Avenue PORTLAND, OR 97219

### License Information

License	License Type	Expiration Date	Status
200808009	Broker	10/31/2020	ACTIVE

### Affiliated With

Name	Address	License	License Type	Status	Affiliation Date
CUSHMAN & WAKEFIELD OF OREGON, INC.	200 SW Market St., Suite 200 Portland, OR 97201	201218961	Registered Business Name	ACTIVE	08/31/2016

Generated on: 12/20/2019 10:43:19 AM



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

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

**PERSONAL/PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT is by and between Clatsop County (“County”) and **Cushman & Wakefield** (“Contractor”). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed **6% per transaction on County owned assets** to be paid to Contractor by County, Contractor agrees to perform between date of execution and **December 31, 2020 with the option to renew for two additional two year renewals thereafter subject to mutual agreement of the parties**, inclusive, the following specific personal and/or professional services:

*Attached scope of work provided in the RFP.*

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

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

- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;
- e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

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

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

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

**8. INSURANCE.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$600,000 for property damage and minimum of \$700,000 per person for bodily injury and no less than \$1,400,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

---

\_\_\_\_\_ (approved by County Counsel) \_\_\_\_\_ (Contractor's Initials) \_\_\_\_\_

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

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

**11. TERMINATION OF AGREEMENT.** This Agreement may be terminated under the following conditions:

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

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

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

**14. FUNDING.** In the event the Board of Commissioners of County reduces, changes, eliminates, or

otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

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

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

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

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

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

**FOR COUNTY:**

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

\_\_\_\_\_  
Title

**FOR CONTRACTOR:**

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

January 8, 2020

---

<b>Issue/ Agenda Title:</b>	CCO Regional Health Assessment & Regional Health Improvement Plan
<b>Category:</b>	Consent Calendar
<b>Prepared By:</b>	Monica Steele, Assistant County Manager
<b>Presented By:</b>	Monica Steele, Assistant County Manager

---

**Issues Before the Commission:** CCO Regional Health Assessment & Regional Health Improvement Plan

**Informational Summary:** A coordinated care organization is a network of all types of health care providers (physical health care, addictions and mental health care) who have agreed to work together in their local communities to serve people who receive health care coverage under the Oregon Health Plan (Medicaid). CCOs are focused on prevention and helping people manage chronic conditions, like diabetes. This helps reduce unnecessary emergency room visits and gives people support to be healthy.

Columbia Pacific CCO was recently awarded a five-year contract with the State to provide CCO services to the Clatsop-Columbia-Tillamook region. Following this contract award, they are now reaching out to the individual counties they serve to present their Regional Health Improvement Plan for the next five years. This plan was developed as a collaboration with various community partners that include: Clatsop County Public Health, Clatsop Behavioral Healthcare, Columbia Memorial Hospital, and Providence Seaside Hospital to name a few within our county.

There are eight priority areas for improving health in the region that have been identified in this plan and are identified in the attached: Regional Health Assessment & Regional Health Improvement Plan 2019. Those include:

1. Community Resilience and Trauma Informed Care
2. Access to Care: Primary Care
3. Access to Care: Behavioral Health
4. Access to Care: Oral Health and Dental Care
5. Access to Care: Social Safety Net

6. Chronic Disease Prevention
7. Suicide Prevention
8. Housing

The Columbia Pacific CCO is asking the Clatsop County Board of Commissioners to adopt this RHIP through Resolution & Order to show their support of the work that the CCO and community partners plan to strive to achieve over the next five years.

This plan was discussed at a work session presented to the Board of Commissioners on October 30, 2019 and was also presented in September to the Board appointed Health Services Advisory Committee who has provided a signed letter of support that is also attached to this packet.

**Fiscal Impact:** While there is no direct impact to the county budget, support of this RHIP helps direct funding through the CCO to these various priority areas within our county.

**Options to Consider:**

1. Approve the Resolution & Order supporting the Regional Health Assessment and Regional Health Improvement Plan prepared by community partners in collaboration with Columbia Pacific CCO.
2. Choose not to approve the Resolution & Order

**Staff Recommendation:** Option #1

**Recommended Action:**

*“Approve the Resolution & Order supporting the Regional Health Assessment and the Regional Health Improvement Plan.”*

**Attachment List**

- A. Resolution & Order
- B. Regional Health Assessment & Regional Health Improvement Plan 2019
- C. HSAC Letter of support

IN THE BOARD OF COMMISSIONERS  
FOR CLATSOP COUNTY

Resolution Affirming Clatsop County's )  
Commitment to Supporting the Regional Health ) RESOLUTION AND ORDER  
Assessment & Regional Health Improvement Plan )

WHEREAS, the State of Oregon has awarded a five-year contract to the Columbia Pacific CCO to provide services to the Clatsop-Columbia-Tillamook region; and

WHEREAS, Clatsop County is committed to achieving outcomes that improve community health; and

WHEREAS, the County recognizes that health is more than absence of disease; but that it is about economics, education, environment, empowerment, and community; and

WHEREAS, the community partners have worked in collaboration with Columbia Pacific CCO to identify eight priority areas for improving health in the region; and

WHEREAS, Clatsop County recognizes those priority areas as being: Community Resilience and Trauma Informed Care, Access to care for Primary Care, Access to Behavioral Care, Access to Oral Health and Dental Care, Access to a Social Safety Net, Chronic Disease Prevention, Suicide Prevention, and Housing;

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED, that Clatsop County is committed to supporting the Regional Health Assessment and Regional Health Improvement Plan.

DATED this 8<sup>th</sup> day of January, 2020

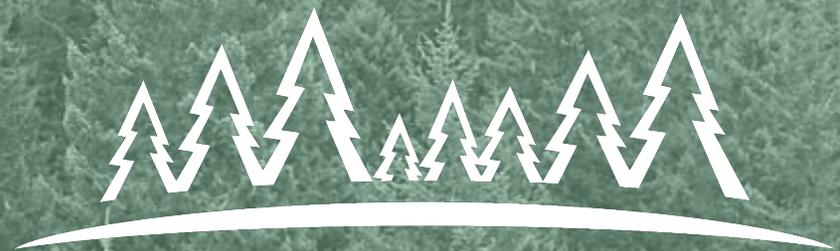
BOARD OF COMMISSIONERS  
FOR CLATSOP COUNTY

---

Chair

# Regional Health Assessment & Regional Health Improvement Plan 2019

Region includes: Clatsop, Columbia, and Tillamook Counties



Columbia Pacific CCO™

# Acknowledgments

In gratitude...

More than 1900 people contributed to the development of this Regional Health Assessment and Regional Health Improvement Plan. Numerous organizations and individuals volunteered their time and talents to collect and synthesize information. Others provided funding, time, and energy to develop frameworks for understanding and addressing the region's most pressing health issues.

Importantly, many community members shared their personal stories about health and wellness contributing to a rich dataset that informed every aspect of the Regional Health Improvement Plan.

CPCCO acknowledges each of these participants with sincere gratitude and in the spirit of our shared vision for a region where health and well-being abound, for everyone.

Columbia Pacific Coordinated Care Organization and their Regional Advisory Council and Board of Directors would like to acknowledge and thank the following collaborating partners for their participation in the regional health improvement planning process:

**Clatsop County Health Department**  
**Clatsop Behavioral Health**  
**Columbia Community Behavioral Health**  
**Columbia County Health Department**  
**Columbia Memorial Hospital**  
**Providence Seaside Hospital**  
**Tillamook County Health Department**



**Columbia Pacific CCO™**

Agenda Item # 5.

Prepared by:



114

# Table of Contents

## Regional Health Assessment

Introduction .....	6
Regional Overview & Demographics .....	6
Regional Health Assessment Overview .....	7
Methods and Limitations .....	8
Methods .....	8
Micro-Narrative Research .....	8
Health Status Assessment .....	8
Social Determinants of Health .....	9
Income and Housing .....	9
Poverty and Food Security .....	10
Supplemental Nutrition Assistance Program .....	11
Education .....	12
High School Graduation .....	12
Educational Attainment .....	12
Adverse Childhood Experiences (ACEs) .....	13
Micro-Narrative Data Results .....	16
Analysis .....	16
Initial Analysis .....	16
Workshop and Theming .....	16
Workshop Debrief and Additional Data Review .....	17
Examples from Micro-Narrative Data Results and Analysis.....	17
Access to Health Care .....	19
Health Insurance .....	19
Causes of Death .....	20
Injuries .....	22
Agenda Item # 5. ....	23

Heart Disease .....	23
Diabetes .....	24
Obesity .....	24
Immunization .....	25
Chronic Disease Risk Factors .....	26
Physical Activity .....	26
Tobacco Use .....	27
Sugar-Sweetened Beverages .....	29
Maternal Health and Pregnancy .....	31
Low Birth Weight .....	31
Teen Births .....	31
Inadequate Prenatal Care .....	32
Oral Health .....	33
Behavioral Health .....	34
Mental Health .....	34
Alcohol Consumption .....	35

## Regional Health Improvement Plan

Regional Health Improvement Plan Overview .....	38
Community Resilience and Trauma Informed Care In All Sectors .....	42
Access to Care: Primary Care .....	44
Access to Care: Behavioral Health .....	46
Access to Care: Oral Health and Dental Care .....	48
Access to Care: Social Safety Net .....	50
Chronic Disease Prevention .....	52
Suicide Prevention .....	54
Housing .....	55
References .....	59
Appendices .....	59

Agenda Item # 5.

115

# Table of Figures

Figure 1: Regional overview and demographics .....	6	Figure 18: Percent of adult population on the Oregon Health Plan .....	19
Figure 2: Population by age and disability .....	7	Figure 19: Percent of adult population on Medicare .....	19
Figure 3: Median household income .....	9	Figure 20: Causes of death (percent of all deaths) .....	21
Figure 4: Median gross rent .....	10	Figure 21: Percent of adult population with one or more chronic condition(s) .....	22
Figure 5: Estimate of the homeless population .....	10	Figure 22: Percent of adult population with asthma .....	23
Figure 6: Poverty and food insecurity .....	11	Figure 23: Percent of adult population with cardiovascular disease .....	23
Figure 7: Percent of county population helped by SNAP.....	11	Figure 24: Percent of adult population with diabetes .....	24
Figure 8: Post-secondary degree among adults 25 years or older .....	12	Figure 25: Percent of adult population with obesity .....	25
Figure 9: Types of ACEs among Oregon adults 18 years or older .....	13	Figure 26: Two-year-olds with up-to-date immunizations .....	25
Figure 10: Number of ACEs among Oregon adults 18 years or older .....	14	Figure 27: Percent of adult population without physical activity outside of work in the past month .....	26
Figure 11: High ACE score (4+) among Oregon adults aged 18 or older by race/ethnicity .....	14	Figure 28: Percent of 11th graders who met daily physical activity recommendations .....	27
Figure 12: Impact of different factors on risk of premature death .....	15	Figure 29: Percent of adult population smoking cigarettes....	27
Figure 13: Children in single-parent households, foster care, and poverty .....	15	Figure 30: Percent of 11th graders smoking cigarettes (including menthol cigarettes) in the past 30 days .....	28
Figure 14: Characterizations of and positive/negative associations with stability of care .....	17	Figure 31: Percent of 11th graders using e-cigarettes or other vaping product in the past 30 days .....	28
Figure 15: Specific feelings OHP clients associated with their individual helath care stories .....	17	Figure 32: Adults who consumed 7 or more sodas per week	29
Figure 16: Characterizations of and positive/negative associations with flexibility of care .....	18	Figure 33: Percent 11th graders who drank soda in the last 7 days .....	30
Figure 17: Percent of adult population who are uninsured....	19	Figure 34: Low birth weight, rate per 1,000 births .....	31

**Agenda Item # 5.**

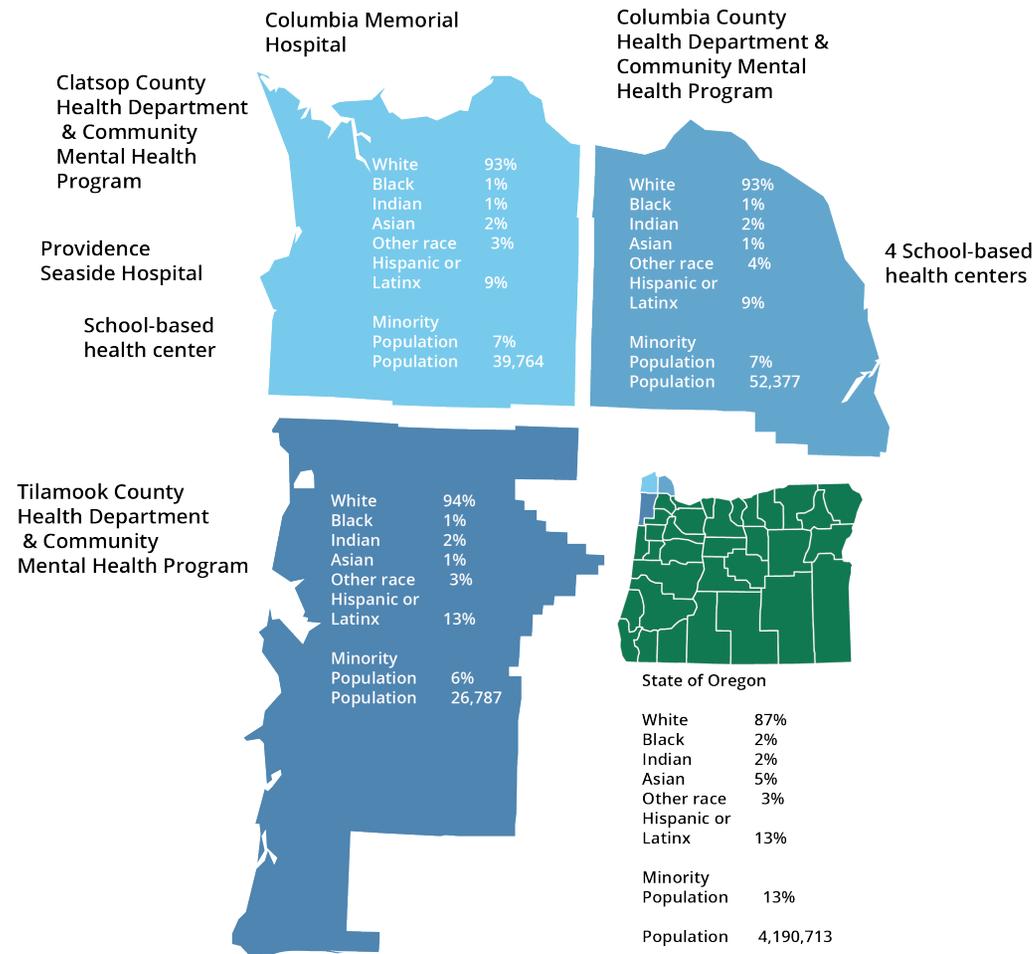
**116**

Figure 35: Teen pregnancy, ages 15-17, rate per 1,000 births	31
Figure 34: Percent of pregnancies receiving prenatal care in the first trimester .....	32
Figure 37: Ratio of population to dentists .....	33
Figure 38: Percent of 11th graders who have gone more than one year without seeing a dentist or dental hygienist .....	33
Figure 39: Adults reporting 1 or more days of poor mental health in the past 30 days .....	34
Figure 40: Ratio of population to mental health providers .....	34
Figure 41: Percent of 11th graders who felt so sad or hopeless almost every day for two weeks or more in a row that they stopped doing some usual activities .....	35
Figure 42: Percent of adults who reported binge drinking.....	35
Figure 43: Percent of youth who reported drinking one or more drink of alcohol in the past 30 days .....	36
Figure 44: Percent of youth who reported binge drinking one or more days in the past 30 days .....	37
Figure 45: Achieving health equity strategic priorities .....	39
Figure 46: Project timeline .....	40
Table 1: 11th graders who ate less than they felt they should because there wasn't enough money to buy food .....	12
Table 2: Cancers contributing to the highest proportion of deaths in Oregon .....	20

# Introduction

## Regional Overview & Demographics

Figure 1: Regional overview and demographics



Source: U.S Census Bureau, 2018

Community health is the art and science of maintaining, protecting and improving the health of all members of the community through organized and sustained community efforts.

**“Health is more than absence of disease; it is about economics, education, environment, empowerment, and community. The health and well-being of the people is critically dependent upon the health system that serves them. It must provide the best possible health with the least disparities and respond equally well to everyone.”**  
 –Jocelyn Elders, Fifteenth Surgeon General of the United States

This document outlines a five-year plan for improving health in this Clatsop, Columbia, and Tillamook Counties.

Led by Columbia Pacific Coordinated Care Organization (CPCCO), five health agencies in the region participated in the development of the following assessment and plan: Clatsop County Public Health, Columbia County Public Health, Columbia Memorial Hospital, Providence Health Systems, and Tillamook County Public Health.

The process of visioning and planning for improved health starts with:

- Input from community members and specifically those who are or may be experiencing health inequities
- A thorough assessment of current conditions affecting health
- A clear understanding of population health status indicators

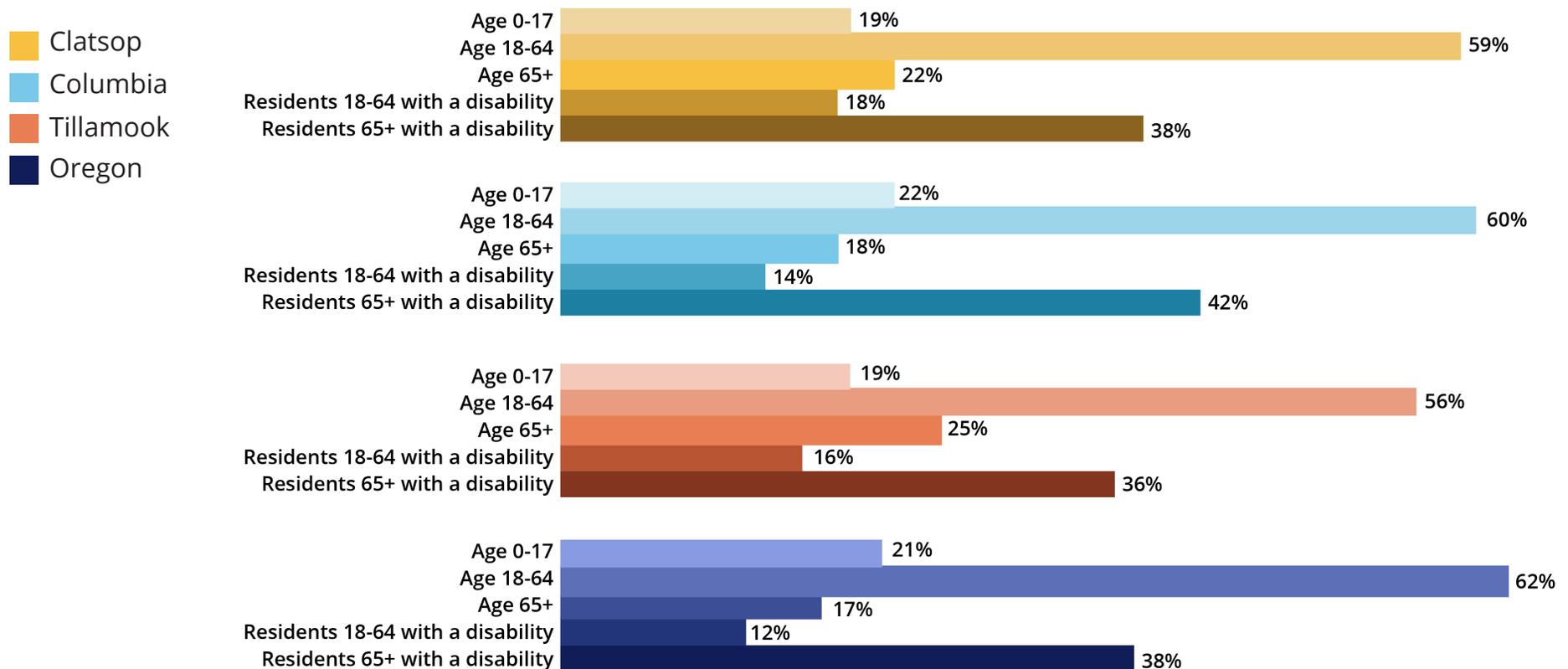
Agenda Item # 5.

118

# Regional Health Assessment Overview

This Regional Health Assessment is the culmination of an 18-month process of community engagement and discovery; it combines community voice with health status data to describe the health-related strengths in the region as well as its leading health challenges. The 2019 Regional Health Assessment illustrates the health status of each county within the region as compared to the rest of the state. This assessment was primarily developed to inform the health priorities and strategies in the Regional Health Improvement Plan (pages 38-57); however, community members and decision makers are encouraged to use this resource in other planning efforts.

**Figure 2: Population by age and disability**



# Methods and Limitations

## Methods

This assessment comprises two main sections:

1. Micro-narrative research
2. Health status assessment

## Micro-Narrative Research

To understand community strengths and needs, CPCCO worked with consultants at QED Insight to use a narrative research approach called SenseMaker. A core team of CPCCO staff, Community Advisory Council members, community partners, and volunteers (including CPCCO health plan members) prepared a survey addressing the unique needs of the region. Then the team collected and analyzed more than 1,200 micro-narratives from Clatsop, Columbia, and Tillamook County residents. Each narrative described a personal, unique experience related to health and well-being, including:

- Perceptions of ideal futures
- Qualities that are admired in existing supports, places, and services
- Improvements that could be made in the communities
- Areas of more learning/education that people would like to have
- Habits people would like to improve

In addition to sharing experiences (not opinions or beliefs), respondents were asked to self-code (“index”) and respond to questions about their experiences, keeping the context of their **Agenda Item # 5.** and rather than responding to abstractions. The **120** on polarities characterizing aspects of those

experiences, such as flexibility of care (“extremely flexible” vs. “extremely structured”) and stability of assistance (“stable as a rock” vs. “always changing”).

Metadata collected with the “indexing” was used to identify patterns of emergent meaning—allowing for mapping attitudes and pinpointing the experiences that evoked positive or negative feelings to assist with interpreting the patterns through exploration of respondents’ stories.

Visualization tools, linked to methods and models, permitted detection of statistically significant and complex patterns and anomalies, such as strong positive and negative associations with flexible and structured care, respectively. The output consisted of emergent themes that were statistically reliable and descriptions of how respondents thought about those themes. See Appendix A for the full CPCCO micro-narrative results.

## Health Status Assessment

This report draws on several data sources to describe, using statistical measure, the health status of the communities within the region:

- American Community Survey
- BRFSS (Oregon county-level reports)
- County Health Rankings
- Oregon Death Certificate Data and Reports
- Oregon Healthy Teens Survey

For a comprehensive list of primary data sources, see Appendix **120**.

# Social Determinants of Health

## Social Determinants of Health

The conditions in which people are born, live, learn, work, and play affect a wide range of health and risk outcomes. Factors such as poverty, housing, access to food, education, and inequitable access based on structural racism or classism are powerful predictors of health. Understanding these factors, called social determinants of health, is critical to understanding a community's overall health.

## Income and Housing

Figure 3 compares the 2017 median household incomes in the region to that of Oregon (\$56,119). The median household income in Columbia County was slightly higher at \$57,449. Both Clatsop and Tillamook Counties had lower median household incomes, at \$49,828 and \$45,061 respectively.

Figure 3: Median household income



Agenda Item # 5.

Source: U.S. Census Bureau, 2013-2017

Figure 4 shows that the median gross rent in each of the counties in 2017 was at least \$99 lower than in Oregon overall (\$988). At \$889 per month, Clatsop County had the highest median gross rent in the region. Tillamook County, which also had the lowest median household income in the region (Figure 3), had the lowest median gross rent at \$831, \$157 less per month than in Oregon.

In Oregon, three people in every 1,000 experience homelessness (Figure 5). In Columbia County, the wealthiest of the three counties, the rate is also 3 people per 1,000. In Tillamook County, the least wealthy of the three counties, the homelessness rate is three times that of Oregon. However, the greatest housing disparity in the region exists in Clatsop County, where the median gross monthly rent is the highest in the region; the median household income is more than \$6,000 less than in Oregon and \$7,600 less than in Columbia County; and 17 out of every 1,000 people experience homeless, nearly six times Oregon's homelessness rate.

## Owner-occupied housing unit rate

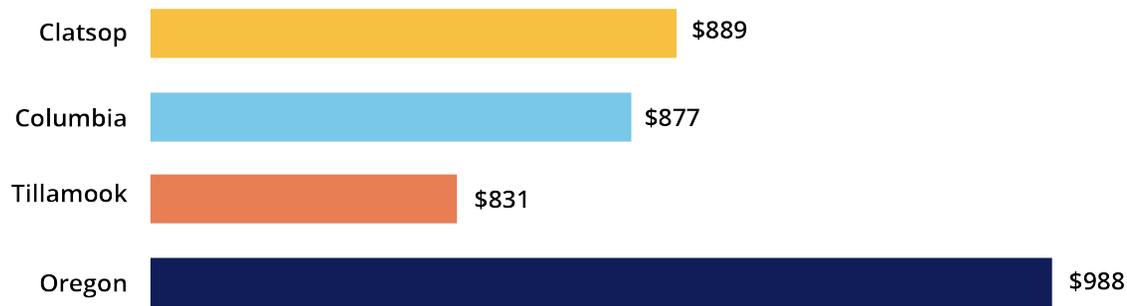
- Clatsop: 61%
- Columbia: 73%
- Tillamook: 69%
- Oregon: 62%

Source: U.S. Census Bureau, 2013-2017

121

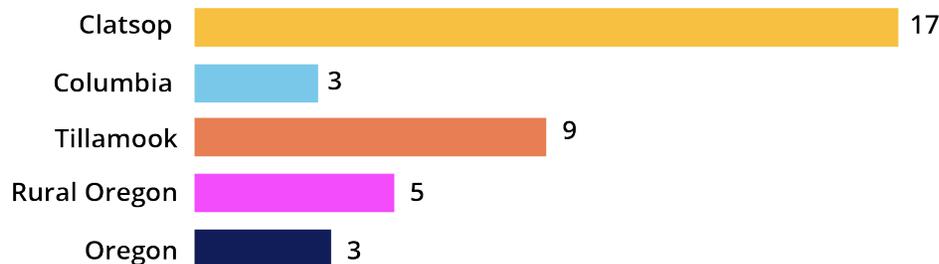
In Tillamook County, which has the second highest homelessness rate in the region, the median household income is more than \$12,000 less than in Columbia County while the median gross rent is only \$46 less per month. While a variety of factors influence homelessness, housing costs and income in the region are an important consideration.

**Figure 4: Median gross rent**



Source: U.S. Census Bureau, 2013-2017

**Figure 5: Estimate of the homeless population rates per 1,000 total population**



Source: Estimates of homeless population by county, Oregon, 2017

## Poverty and Food Security

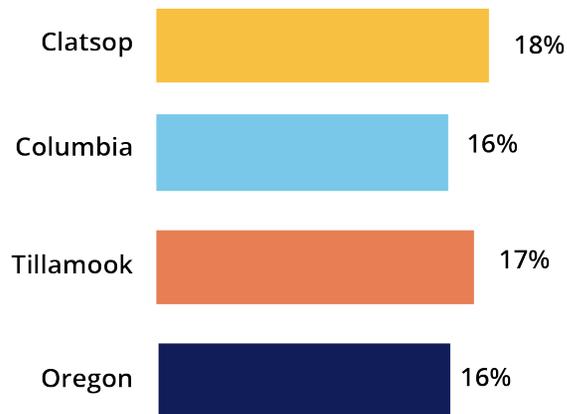
The United States Department of Agriculture (USDA) developed two categories for food insecurity: low food insecurity and very low food insecurity. Low food security individuals report reduced quality, variety, and/or desirability of diet but little or no reduced food intake. Very low food security individuals report multiple indicators of disrupted eating patterns and reduced food intake.<sup>1</sup>

In Clatsop, Columbia, and Tillamook Counties, 13 percent of the total population reported food insecurity (low food security and very low food insecurity)—the same as in Oregon overall (Figure 6). The proportion of food insecure children (under 18 years of age) in each of these counties is slightly higher than in Oregon overall (20%) and slightly lower than across Oregon’s rural counties (23%). In all of these places, the percentage of food insecure children is higher than the percentage of the total population living below the federal poverty level.

## Supplemental Nutrition Assistance Program (SNAP)

The proportion of the population receiving SNAP benefits in all three counties is not far from the state average. In Clatsop (18%) and Tillamook (17%) Counties, it is only slightly higher than in Oregon overall (16%). However, this small difference is not inconsequential. This data represents the nearly one-fifth of residents in those counties who receive benefits in order to buy groceries but may not reflect the total number of residents who need assistance.

**Figure 7: Percent of county population helped by SNAP**

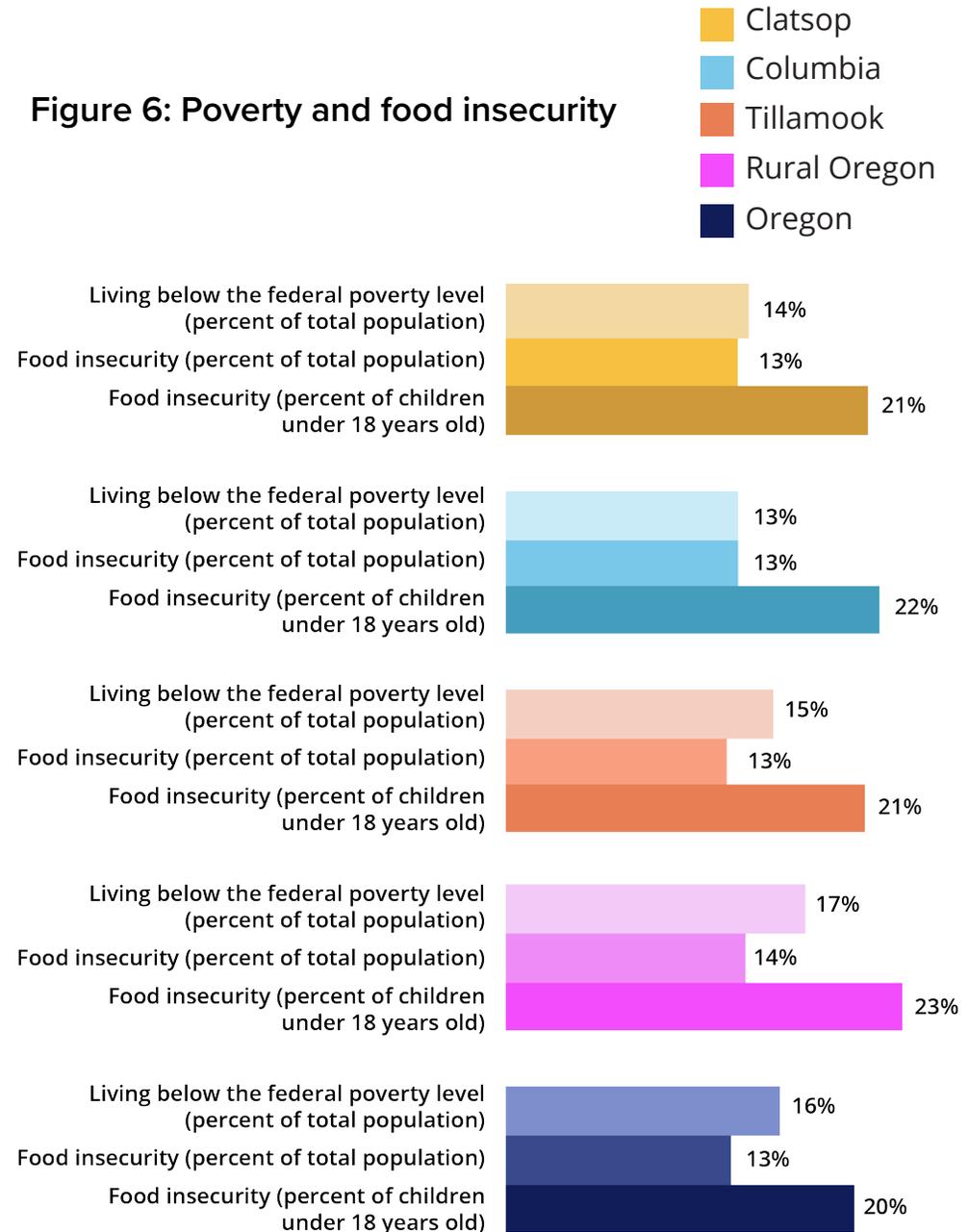


Source: Oregon Center for Public Policy, 2018

Table 1 shows the proportion of 11th graders in Clatsop, Columbia, and Tillamook Counties and in Oregon overall who ate less than they felt they should because there was not enough money for food. While there were fluctuations over the five-year period between 2013 and 2017, the proportion had decreased across the region and in Oregon by 2017.

Agenda Item # 5.

**Figure 6: Poverty and food insecurity**



Source: OHA, Population living below federal poverty level by county, Oregon, 2012-2016 and Food insecurity by county, 2016

123

**Table 1: 11th graders who ate less than they felt they should because there wasn't enough money to buy food**

Jurisdiction	2013	2015	2017
Clatsop	18%	23%	17%
Columbia	24%	19%	18%
Tillamook	23%	19%	19%
Oregon	19%	19%	18%

Source: Oregon Healthy Teens Survey

### High school graduation 2018

- Clatsop: 69%
- Columbia: 81%
- Tillamook: 81%
- Oregon: 77%

Source: County Health Rankings, 2019

## Education

Educational attainment is a fundamental social determinant of health. Not only does education increase an individual's earning potential, it is associated with higher life expectancy and lower risk for most chronic diseases.<sup>2</sup>

### High School Graduation

More than three-fourths of Oregonians graduate from high school. In Columbia and Tillamook Counties, 81 percent of high school students graduate. However, Clatsop County graduates only 69 percent of students, eight percent lower than in Oregon overall.

### Educational Attainment

Figure 8 shows the attainment of post-secondary degrees among adults aged 25 years or older. This figure reflects individuals who have earned any formal degree following high school, including associate's and bachelor's degrees and beyond, but does not include educational certifications, certificates, and licenses attained. Clatsop County has a higher proportion of individuals aged 25 and older with post-secondary degrees (34%) than Columbia or Tillamook Counties (both 28%), though post-secondary degree attainment in all three counties is lower than the state average (40%).

**Figure 8: Post-secondary degree among adults 25+**



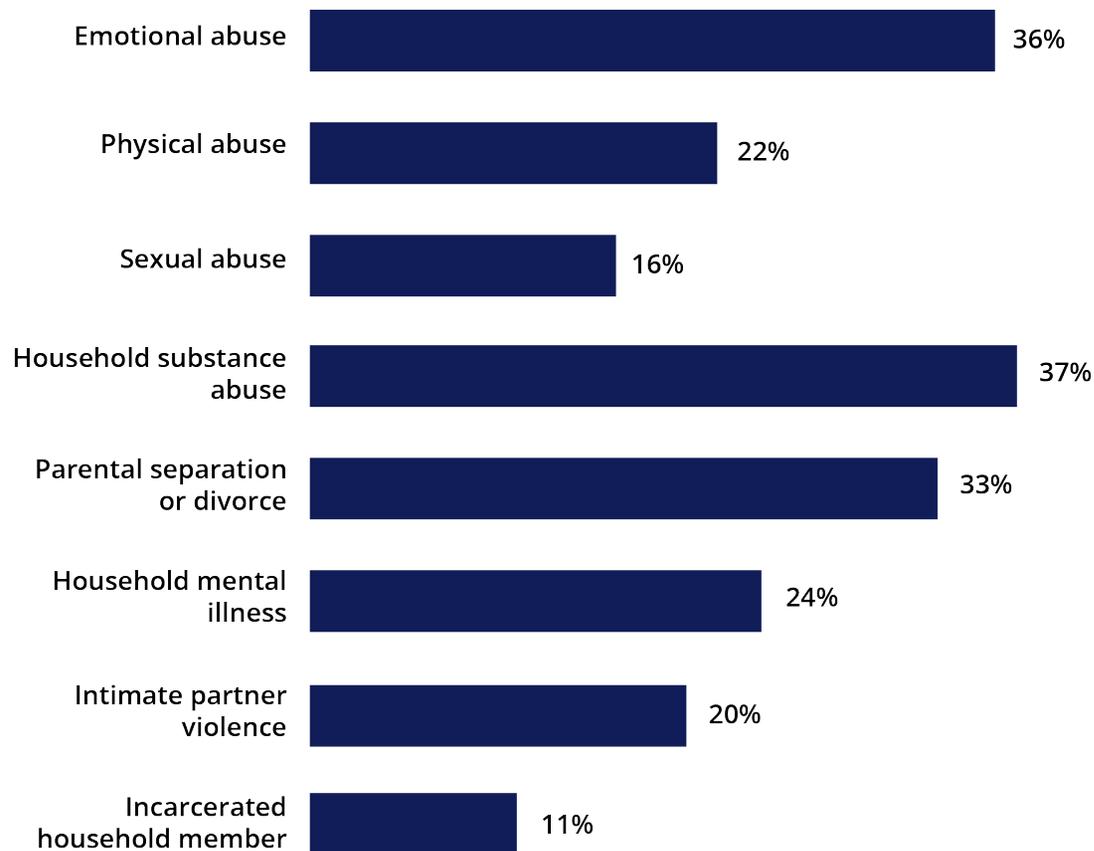
Source: OHA, Post-secondary degree among adults 25 years and older by county, Oregon, 2012-2015

# Adverse Childhood Experiences (ACEs)

Research points to trauma informed care as a way to support resiliency and reduce the impact of Adverse Childhood Experiences (ACEs). ACEs have been linked to risky health behaviors, chronic health conditions, low life potential (e.g. dropping out of school, missing time at work)<sup>3</sup>, and early death. The risk for each of these outcomes increases as an individual's ACE exposure increases. Adults who were exposed to four or more categories of ACEs<sup>4</sup> are seven times as likely to experience alcoholism; three (men) to five (women) times as likely to experience depression; 13 times as likely to attempt suicide; and 10 times as likely to use IV drugs. Supports and services that build resilience are important to the improvement of health and well-being.<sup>5</sup>

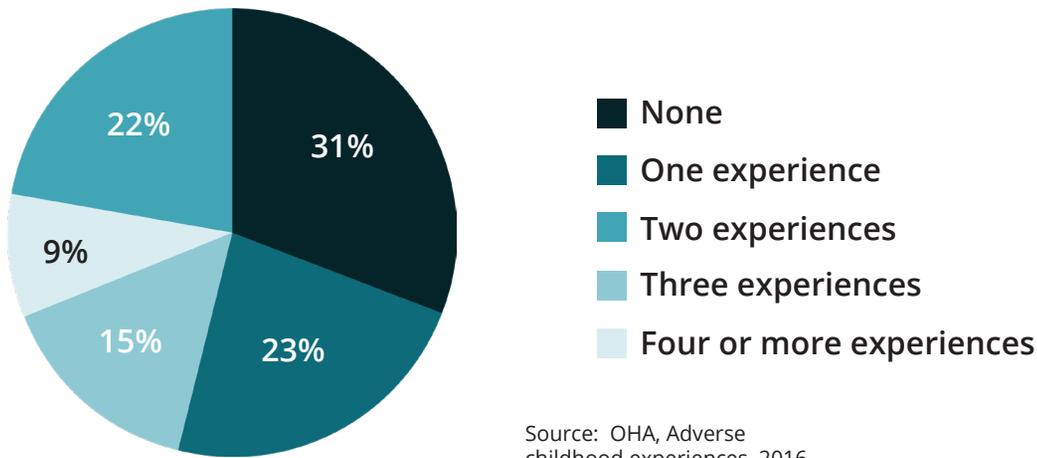
The most common types of ACEs reported by Oregon adults (aged 18 years or older) were emotional (36%) and physical (22%) abuse, household substance abuse (37%), and parental separation or divorce (33%) (Figure 9).

Figure 9: Types of ACEs among Oregon adults 18 years or older



Source: OHA, Adverse childhood experiences, 2016

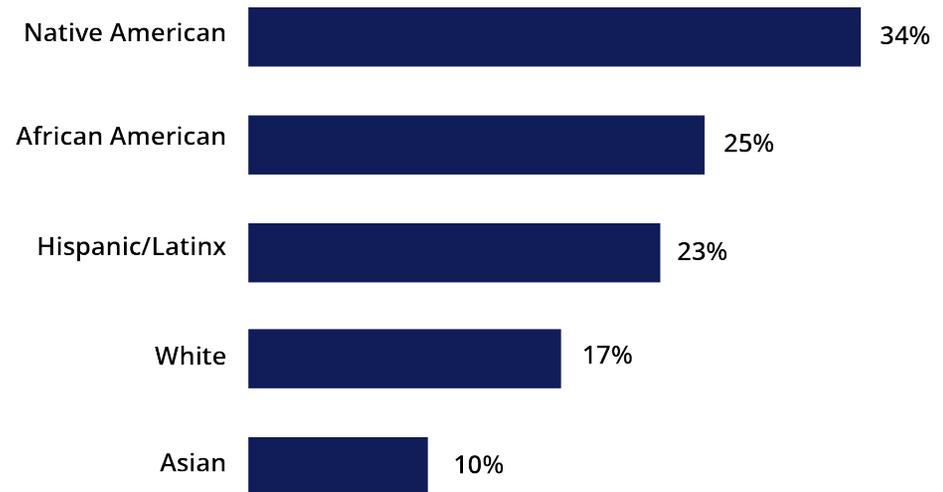
**Figure 10: Number of ACEs among Oregon adults 18 years or older**



Source: OHA, Adverse childhood experiences, 2016

Along with the specific types of ACEs, the number of ACEs an individual suffered matter. Nearly half (46%) of Oregon adults (aged 18 years or older) reported having suffered two or more ACEs (Figure 10). Oregonians of color were more likely to have experienced high numbers of ACEs (four or more), which is indicative of disparities. Of all the race/ethnic groups, Native Americans reported having the highest ACE scores (34%), and Asians had the lowest (10%) (Figure 11).

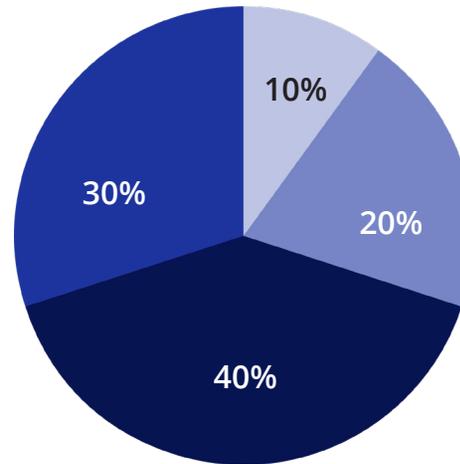
**Figure 11: High ACE score (4+) among Oregon adults aged 18 or older by race/ethnicity**



Source: OHA, Adverse childhood experiences, 2016

**Figure 12: Impact of different factors on risk of premature death**

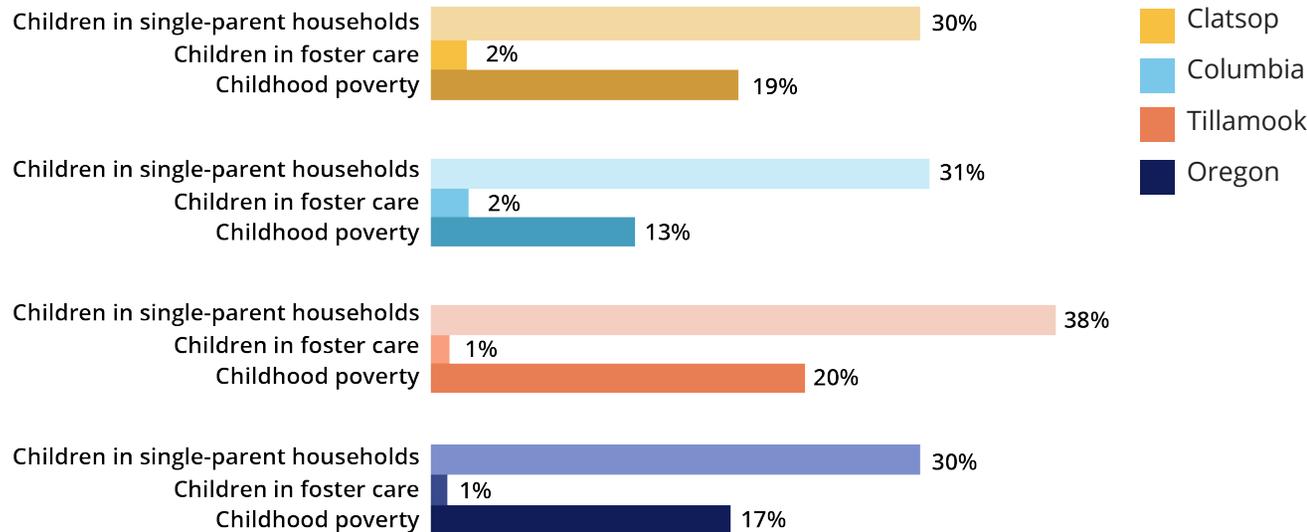
Figure 12<sup>6</sup> shows factors that increase the risk of premature death. While 40 percent of the figure comprises individual behaviors, this factor is inextricably linked with social and environmental factors, all of which influence and are influenced by ACEs. Health care (i.e., access and quality) only influences premature death by 10 percent.



- Individual behavior
- Genetics
- Social and environmental factors
- Health care

Source: Schroeder, S. A. (2007). We Can Do Better: Improving the Health of the American People. New England Journal of Medicine

**Figure 13: Children in single-parent households, foster care, and poverty**



Source: County Health Rankings, 2019 and Children First for Oregon, 2018

According to the 2019 County Health Rankings and 2018 data from Children First for Oregon, children (aged 17 years or younger) who live in the counties served by CPCCO experience life in single-parent households, foster care, and poverty, for the most part, in similar proportion to those in the state overall. Among the counties served by CPCCO, Tillamook County had the greatest percentage of children living in single-parent households (38%) and childhood poverty (20%). Clatsop and Columbia Counties had slightly higher percentages of children in foster care (2%) (Figure13).

# Micro-Narrative Data Results

## Analysis

### Initial Analysis

The consultants at QED Insight completed an initial analysis of the data using several statistically reliable methods in combination, including but not limited to: determining the statistically significant axes of differences among groups (i.e. determining statistically whether factors such as ethnicity, story tone, or insurance type led to significant differences); “heat mapping” triads to assess for the density of answers per area within the triangular answer area; a geometrical statistical analysis for the mean of the answers within the triads; statistical analysis of groups of consensus in triads and dyads alike, such as which corner of a triad or end of a dyad had the largest proportion of answers and unique characteristics within those proportions. One additional form of analysis was called “More Like This/Less Like That,” wherein the core team of CPCCO staff and volunteers coded the blank survey to find items that highlighted the potential for finding stories from which to amplify outcomes and those indicating barriers to overcome. The code was then used to filter for stories based on how many questions participants answered to be the most “amplifiable” examples or the most barriered. This information was first viewed by the core team and incorporated into the results portion of the workshop outlined below.

### Workshop and Theming

Partners, members, and staff who had been involved in story collection or who were considered stakeholders attended a full day workshop to review the results. This workshop included **Agenda Item # 5.** of the consultant’s statistically significant findings, activities to give first impressions of the information

presented and think about what the data meant in part and as a whole; and “theming.” The theming was done using the following steps:

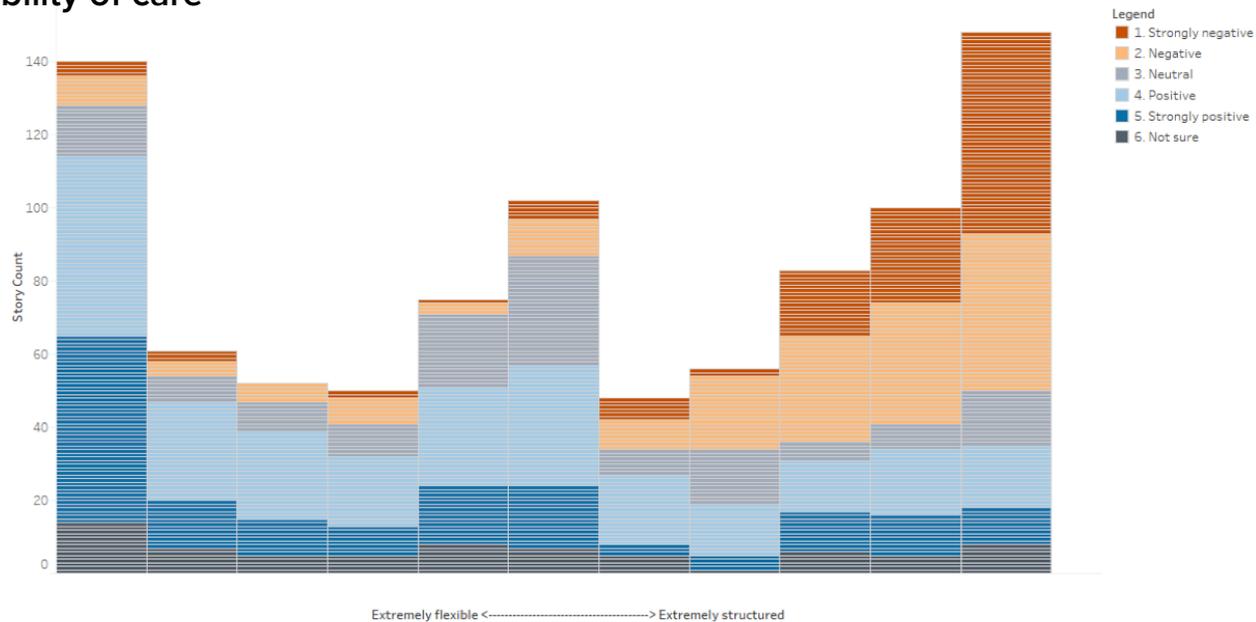
1. A packet of curated stories and vision statements was given to small groups of five to six. The curated packets contained groups of stories or vision statements with a similar demographic or descriptive tie, such as “vision statements for Clatsop County,” or “stories from the ‘More Like This’ grouping,” or “stories from Hispanic/Latinx members.” Each person took several minutes to look at the stories individually and write out the different basic ideas represented in the stories. A single idea was written per sticky note in a simple phrase or sentence such as “It is hard to buy healthy food on a budget” or “My relationship with my provider affects my health.”
2. The small groups were then directed to put all their sticky notes up in a bounded area that corresponded with their story packet. Once that task was complete, the small groups quickly grouped the sticky notes based on any number of potential unifying aspects, such as the presence of a similar social determinant, or a quality of care issue, or a trauma-informed care concept. They could move one another’s sticky notes, even after the notes were grouped. Then they gave their groups of sticky notes a theme title.
3. The small groups then shared their results with the larger group. The larger group shared some observations, and the small groups finished the day by doing a shared reflection of what stood out to them across the day, ultimately pointing to some areas for further consideration. CPCCO staff took **128** photos of the results for posterity and further use.



Oregon Health Plan clients contributed 508 of the stories collected. Figure 15 details the specific feelings (not emotional tone) respondents associated with their story about a health care experience.

In Figure 16, characterizations of flexibility of care (on the x axis) are compared with positive or negative association with the care (y axis). The example clearly demonstrates that extremely structured care was associated with negative emotions about the experience, and conversely, flexible care was associated with positive emotions about the experience.

**Figure 16: Characterizations of and positive/negative associations with flexibility of care**



The CPCCO team analyzed all the data, using multiple comparative frameworks and arrived at the following overarching themes:

- Respondents revealed a need for more and better programs to meet their needs. They also expressed that the need for community resources (such as supportive services for housing, transportation, and food) drastically outweighs the need for community education or safety
- The following barriers to accessing health care occurred most often (listed in no particular order):
  - o Geographic isolation
  - o Cost (recurred most often as an opportunity for improvement)
  - o Quality of care (recurred most often as an opportunity for improvement)
  - o Insurance
  - o Feelings of being overwhelmed
- Being heard and supported by people (involved in one's care, and access to health care) is critically

- important to building health and positive experiences
- Better health and positive experiences appear to correlate with flexibility and stability (in health care and access to health care)
- Location, cost, and feelings of being overwhelmed seem to be equally weighted barriers
- Respondents believe that everyone should be treated equally and with respect
- Access to housing, transportation, food, mental support, spiritual support, and emotional support are all top priorities
- An examination of the two ethnic minority groups (which might be referred to as “communities”) that are most represented in the data revealed both variety across answers as well as strength of answers. This finding indicates that these groups are not monoliths and have diverse needs and experiences within the health care system

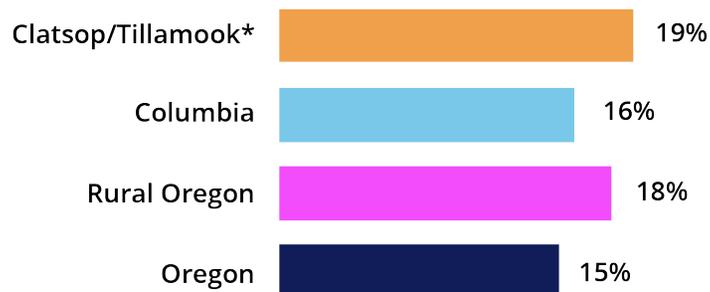
# Access to Health Care

## Health Insurance

The Oregon Health Plan (OHP) provides health care for low income Oregonians through Medicaid. Currently, 94 percent of Oregon adults have health insurance (Figure 18). OHP provides health insurance to one-quarter of adults in Oregon (Figure 19). Higher proportions of the population are uninsured in the CPCCO service region than in Oregon overall. Twenty-seven percent of the population in Clatsop and Tillamook Counties are on OHP. Columbia County has a lower percentage of adults on OHP than the state does.

Fifteen percent of Oregon's population is on Medicare and the CPCCO service region has a higher proportion of Medicare users than the state (Figure 17), though the difference in Columbia is slight. In Clatsop and Tillamook Counties, about one-fifth of the population is on Medicare.

**Figure 17: Percent of adult population on Medicare**



Source: OHA, Oregon Health Insurance Survey, 2017

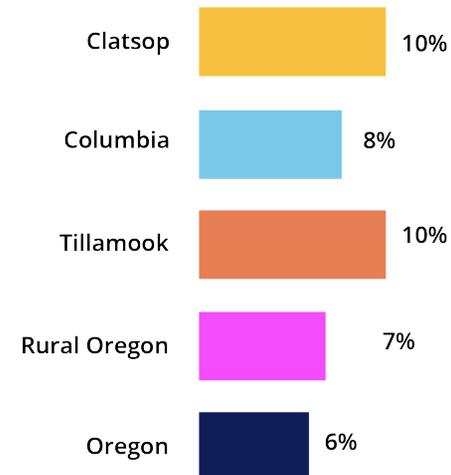
**Figure 18: Percent of adult population on the Oregon Health Plan**



Source: OHA, Oregon Health Insurance Survey, 2017

\*Clatsop and Tillamook Counties reported as a region

**Figure 19: Percent of population who are uninsured**



Source: Oregon Health Insurance Survey, 2017

# Causes of Death

The leading cause of death in Clatsop, Columbia, and Tillamook Counties is cancer. All three counties have a cancer death rate higher than that of the state of Oregon (195 deaths per 100,000). In Tillamook County, the cancer death rate (310 deaths per 100,000) is nearly 60 percent higher than Oregon’s rate. The proportion of deaths in each of these counties, however, is only slightly higher than in Oregon overall (22%). In Tillamook and Columbia Counties, 27% of deaths are attributable to cancer, while Clatsop County attributes 25% of deaths to cancer (Figure 20).

Cancer has many risk factors, including age, heredity, modifiable lifestyle behaviors, and environmental exposures. As shown in Table 2, the cancers that result in the highest percentage of deaths in the state are associated with some common modifiable behavioral risk factors. In Oregon, three of the most frequently fatal cancers are associated with tobacco use.

Heart disease is the second leading cause of death in all three counties. In Columbia and Clatsop Counties, nearly one-fourth of all deaths are attributed to heart disease, compared to nearly one-fifth of deaths in Tillamook County and Oregon overall (Figure 20). Heart disease shares many risk factors, including modifiable behavioral risk factors such as smoking and obesity, with the cancers shown in Table 2.

Chronic lower respiratory diseases are the third leading cause of death in all three counties.

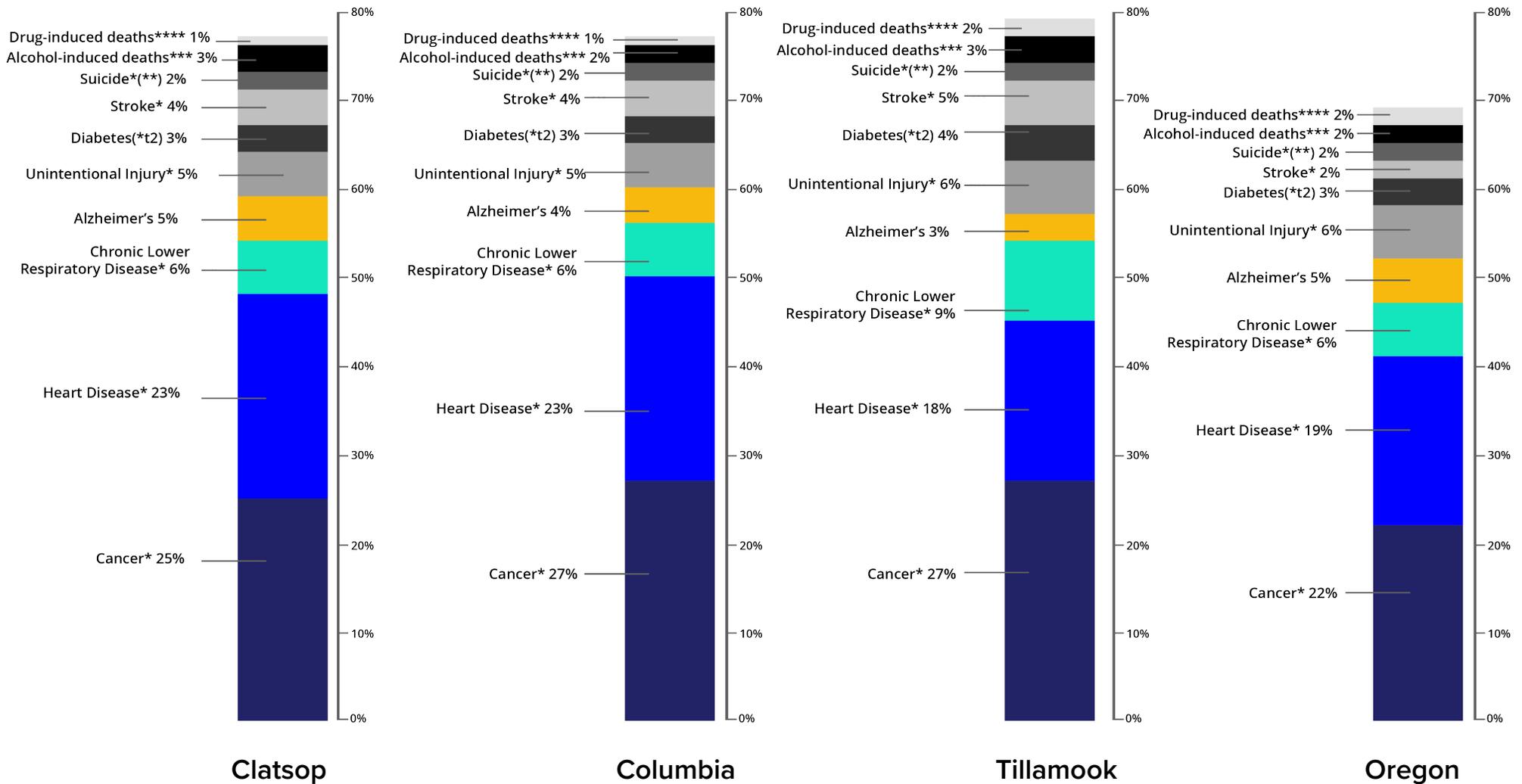
Overall, the majority of deaths in this region are due to causes that can be associated with lifestyle factors such as tobacco use, diet, and physical activity. However, while the harmful effects of these conditions may be prevented or mitigated through behavior modifications such as smoking cessation and increased exercise, behavioral risk factors can also be strongly influenced by social and environmental factors (stress, access to support systems, policy, etc.)

**Table 2: Cancers contributing to the highest proportion of deaths in Oregon**

Cancer Type	Percent of Cancer Deaths in Oregon	Modifiable Behavioral Risk Factors			
		Tobacco	Alcohol	Obesity	Physical Inactivity
Lung and bronchus	25%	x			
Colorectal	8%	x	x	x	
Pancreas	7%	x		x	
Breast	7%		x	x	x
Agenda Item # 5.	6%				x

Source: OHA, Cancer death rates and counts, 2012-2016, and OHA, Cancer and its significant modifiable risk factors, 2018

Figure 20: Causes of death (percent of all deaths)



\*Preventable  
 \*\*Not a leading cause of death  
 \*\*\*Includes liver disease and other alcohol induced. Alcohol overdose and poisoning are included in unintended injury  
 \*\*\*\* Includes a variety of conditions affecting multiple organ systems, such as poisonings/overdoses and mental/behavioral disorders due to substance use/abuse. Other conditions, such as drug-induced hypoglycemia and drug-induced Parkinsonism are also included here. Note disorders included here are also included in other cause of death

Source: OHA, Oregon Vital Statistics Annual Report Volume 2, 2017

Agenda Item # 5.

133

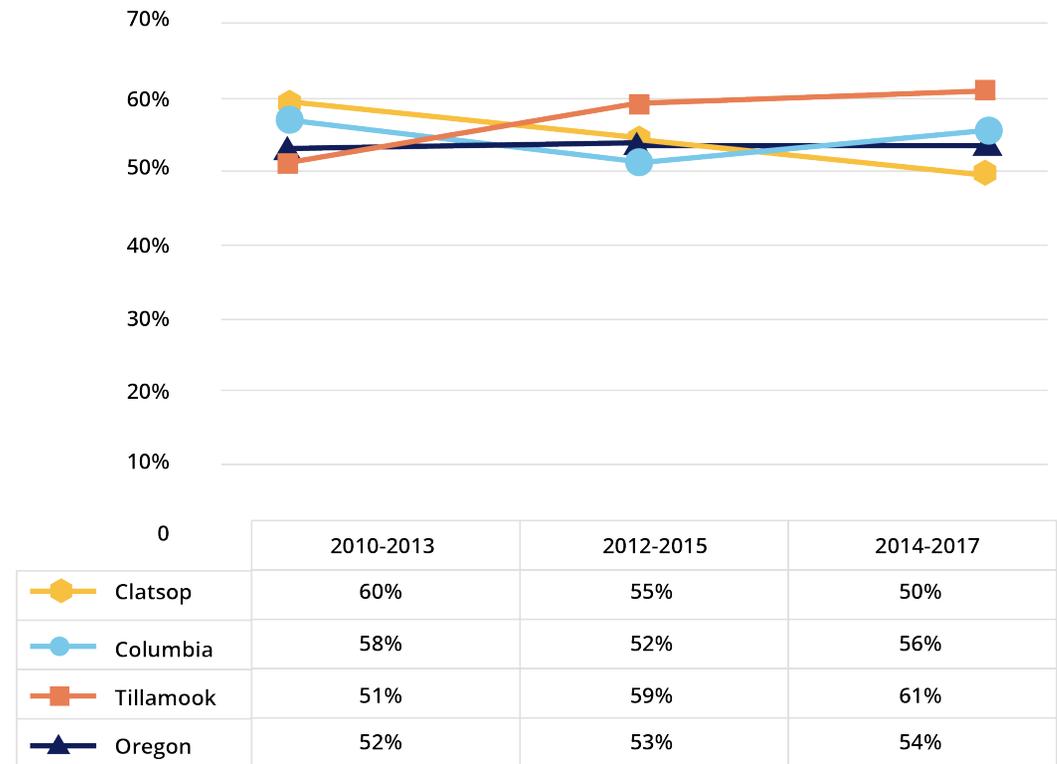
# Chronic Diseases

According to the U.S. National Center for Health Statistics, a chronic disease must last three months or more. Chronic diseases generally cannot be prevented by vaccines or cured by medication, nor do they just disappear. Chronic conditions include arthritis, asthma, cancer, cardiovascular disease, chronic obstructive pulmonary disease (COPD), and diabetes. Figure 21 shows the percentage of adults in Clatsop, Columbia, and Tillamook Counties and Oregon with one or more chronic conditions across three points in time between 2010 and 2017.

In Oregon, the proportion of adults with one or more chronic diseases increased slightly between 2010 and 2017. Though Clatsop County had the most adults with chronic conditions in 2010-2013, by 2014-2017, it had the fewest. Clatsop County was the only county in the region to decrease its percentage across all three time periods shown, with a steady decline of five percent in each period.

Tillamook County experienced a 10 percent increase in its adult population with chronic conditions between 2010 and 2017. In 2010-2013, Tillamook County had the lowest proportion in the region, the only county of the three to have a lower percentage than Oregon. However, by 2014-2017, it had the highest proportion, seven percent higher than Oregon overall.

**Figure 21: Percent of adult population with one or more chronic condition(s)**



Source: Oregon BRFSS

The proportion of adults with one or more chronic diseases in Columbia County fluctuated between 2010 and 2017. While it dropped from 58 percent to 52 percent between 2010-2013 and 2012-2015, by 2014-2017, it was back up to 56 percent.

## Asthma

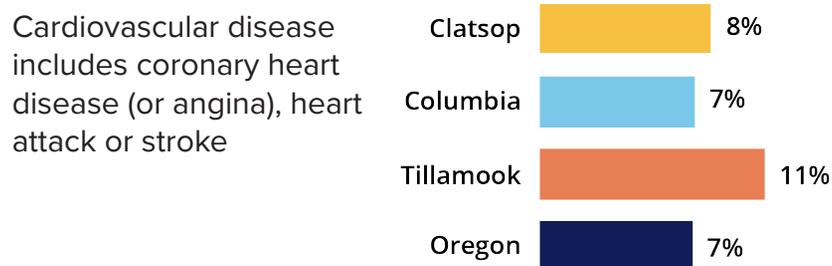
Figure 22 compares changes in the prevalence of adults with asthma in Clatsop, Columbia, and Tillamook Counties and in Oregon across three time periods from 2010 to 2017. In Oregon, the proportion of adults with asthma increased slightly from 10 percent to 11 percent.

The prevalence in both Clatsop and Columbia Counties declined across all three points in time, with Columbia County seeing the largest decrease (6%). The prevalence in Tillamook County stayed at seven percent from 2010-2013 to 2012-2015, but it jumped three percent by 2014-2017 to 10 percent. By 2014-2017, all three counties had a lower prevalence of adults with asthma than Oregon.

## Heart Disease

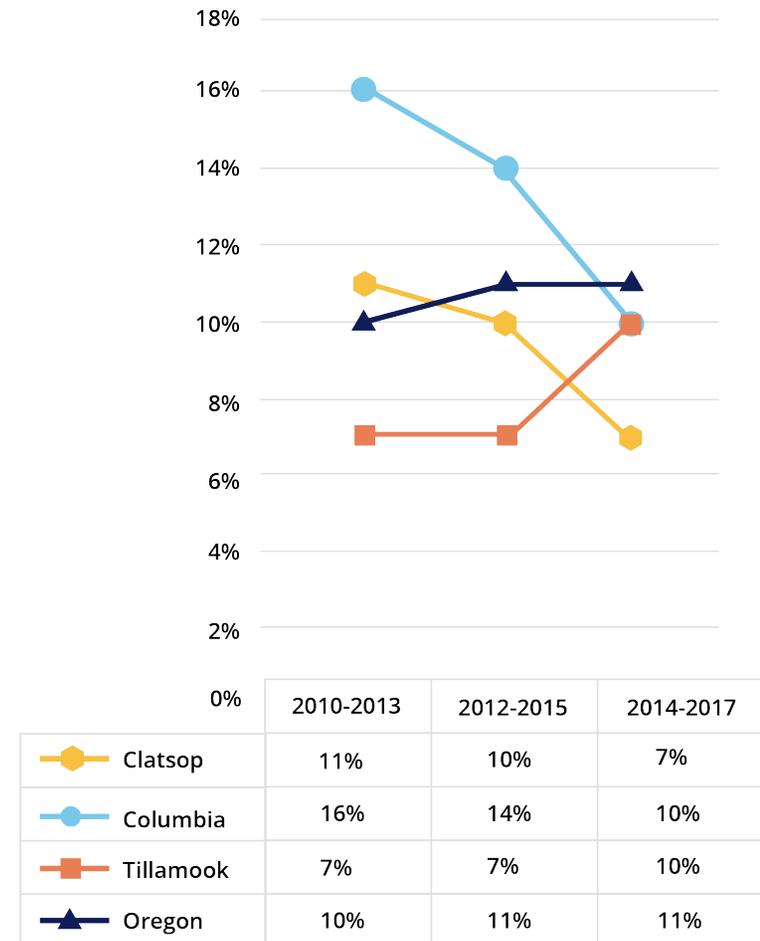
Cardiovascular disease generally refers to conditions in which narrowed or blocked blood vessels restrict blood flow to the heart, brain, or other areas of the body. The most common form in the U.S. is coronary artery disease, which limits blood flow to the heart and can cause heart attacks.<sup>7</sup> Figure 23 illustrates the prevalence of cardiovascular disease in the three counties and in Oregon, based on individuals' responses to BRFSS questions about heart attack, coronary heart disease, and stroke.<sup>8</sup> While the prevalence of cardiovascular disease in Clatsop and Columbia Counties is similar to that of Oregon (7%), the prevalence in Tillamook County is around 1.5 times higher (11%).

**Figure 23: Percent of population with cardiovascular disease**



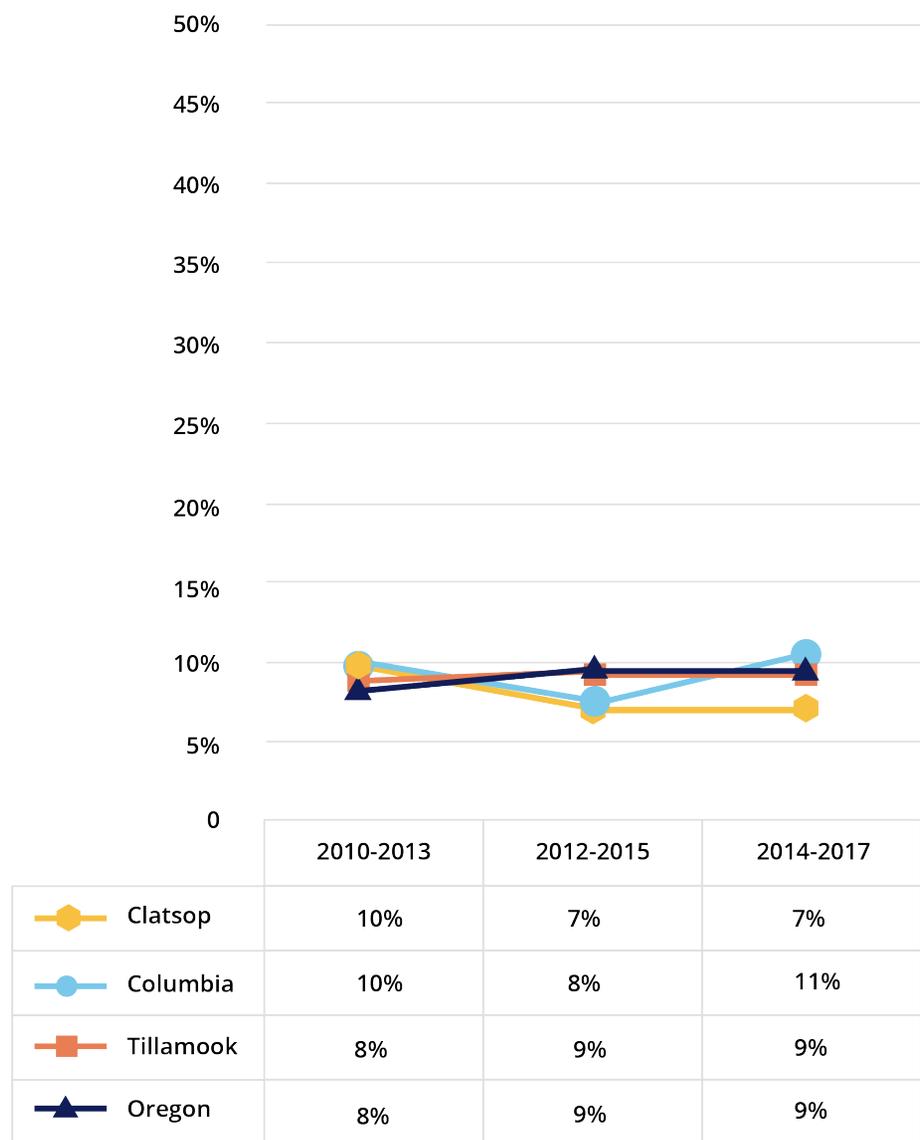
Source: Oregon BRFSS, 2014-2017

**Figure 22: Percent of adult population with asthma**



Source: Oregon BRFSS

**Figure 24: Percent of adult population with diabetes**



*Includes respondents who answered “Yes” to the question: “Have you ever been told by a doctor, nurse or other health professional that you have diabetes?” Excludes females told only during pregnancy, pre-diabetes and borderline diabetes.*

## Diabetes

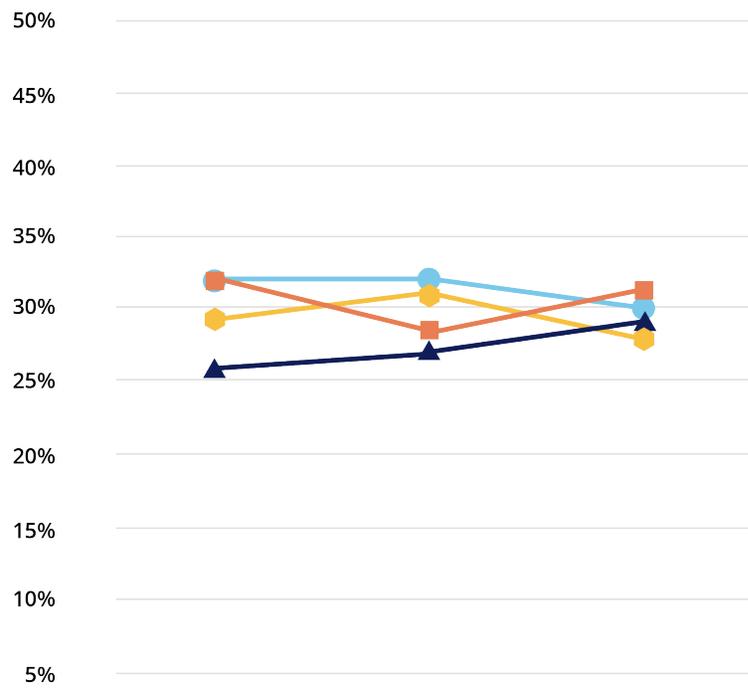
Diabetes is a disease in which too much blood glucose, or blood sugar, stays in the bloodstream because the body either does not produce insulin or does not use insulin well. Insulin is a hormone that helps glucose enter cells to give them energy. Diabetes increases risk for heart attack and can cause other serious health problems, such as kidney disease and vision loss. Figure 24 shows diabetes prevalence across all three counties and Oregon over three points in time between 2010 and 2017. Ninety percent of diabetes cases are Type 2 (once referred to as “adult onset” but increasingly occurring in children and teenagers). For the most part, diabetes prevalence has been fairly stable in these counties with approximately one in every ten adults having the disease. Also of note, the CDC estimates that one in three people nationally are prediabetic, thus a focus on prevention is crucial in keeping rates low.

## Obesity

Obesity is a complex condition involving an excessive amount of body fat, which can increase risk of health problems, such as heart disease, diabetes, and high blood pressure. Figure 25 shows the prevalence of obesity among adults at three points in time between 2010 and 2017 in Clatsop, Columbia, and Tillamook Counties and Oregon. Though the prevalence of adult obesity increased in Oregon over time, by 2014-2017, it had decreased in the three counties. However, the prevalence is still high at roughly one-third of adults in all four jurisdictions, making obesity another important focus for chronic disease prevention efforts.

Source: Oregon BRFSS

**Figure 25: Percent of adult population with obesity**



	2010-2013	2012-2015	2014-2017
Clatsop	29%	31%	28%
Columbia	32%	32%	30%
Tillamook	32%	28%	31%
Oregon	26%	27%	29%

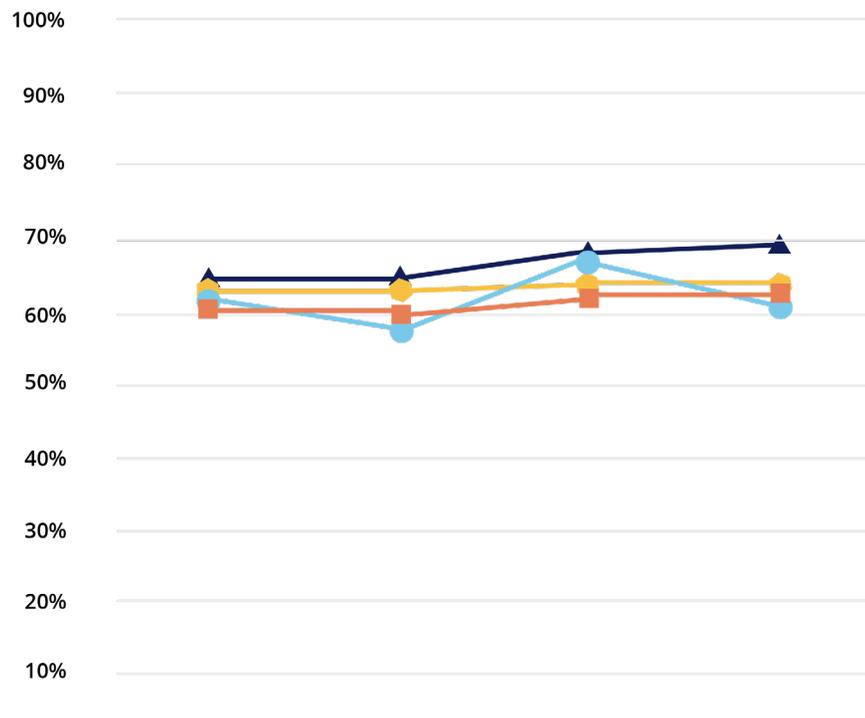
Source: Oregon BRFSS

### Immunization

Vaccine-preventable diseases can cause long-term illness, hospitalization, and even death. Skipping vaccines can make children and adults vulnerable to illnesses such as influenza (flu), pneumococcal disease (such as bacterial meningitis), and shingles. Vaccines also protect against diseases such as human papillomavirus (HPV) and hepatitis B. Figure 26 shows the percentage of two-year-olds with up-to-date immunizations

in Clatsop, Columbia, and Tillamook Counties and in Oregon overall for years 2015 through 2018. Across all years depicted, all three counties have a lower proportion of two-year-olds with up-to-date immunizations than the state of Oregon. While childhood immunizations in the state have increased steadily, they have fluctuated in this region.

**Figure 26: Two-year olds with up-to-date immunizations**



	2015	2016	2017	2018
Clatsop	63%	62%	64%	64%
Columbia	62%	58%	65%	61%
Tillamook	62%	61%	64%	64%
Oregon	64%	66%	68%	69%

Source: OHA, Oregon Child Immunization Data

Agenda Item # 5.

137

# Chronic Disease Risk Factors

## Physical Activity

For healthy adults, the U.S. Department of Health and Human Services recommends at least 150 minutes of moderate aerobic activity, 75 minutes of vigorous aerobic activity, or a combination every week.<sup>9</sup> Figure 27 shows around one-quarter of adults or fewer across the region engage in physical activity outside of work. In Oregon, there was little change from 2010 to 2017, with nearly one-fifth of the population inactive outside of work. Tillamook County saw the biggest change in inactive adults—an eight percent jump—in that time period. The number of inactive adults in Clatsop County also grew, but Columbia County had a slight overall decrease to match the state (18%).

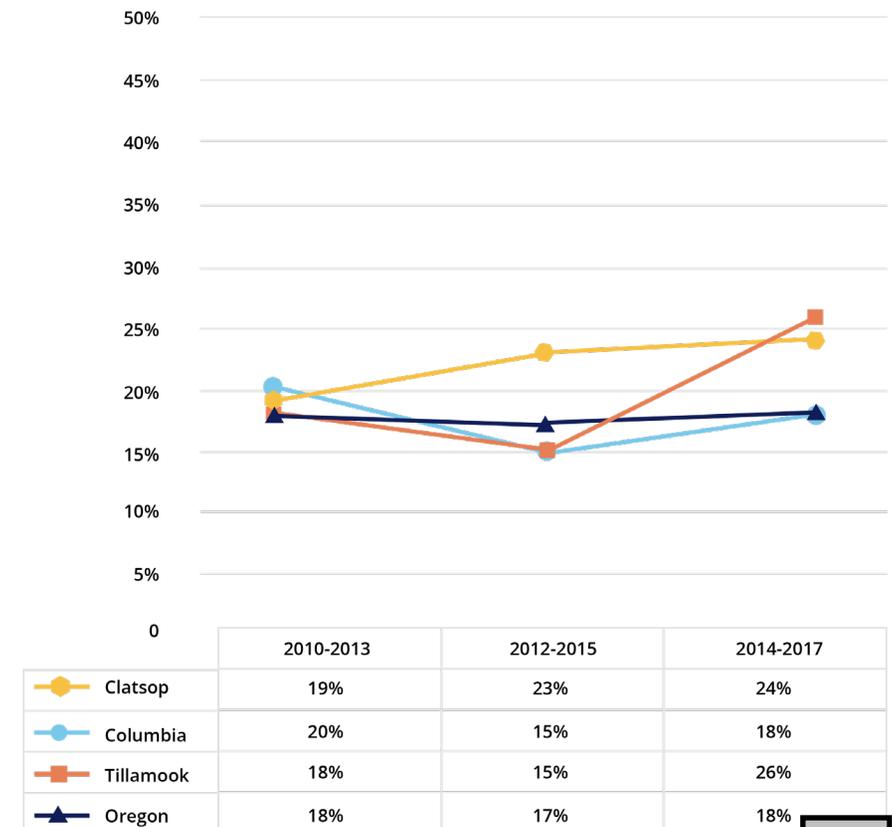
At least 60 minutes per day of aerobic, muscle strengthening, and bone strengthening physical activity. However, by 2014-2017, it had the highest proportion, seven percent higher than in Oregon overall. Figure 28 shows the percentage of 11th graders who met these physical activity recommendation, again in all three counties and in Oregon between 2010 and 2017. Oregon and Columbia County each had a three percent decline in physically active 11th graders.

In Clatsop County, the proportion of physically active 11th graders increased by three percent to meet the state average (23%). While eight percent of adults in Tillamook County became less active, as previously noted, eight percent of 11th graders in the county became more active.

Increases in the number of active youth is positive, but it's **Agenda Item # 5.** Consider that the overall number is low—around 11th graders in most of the region are not

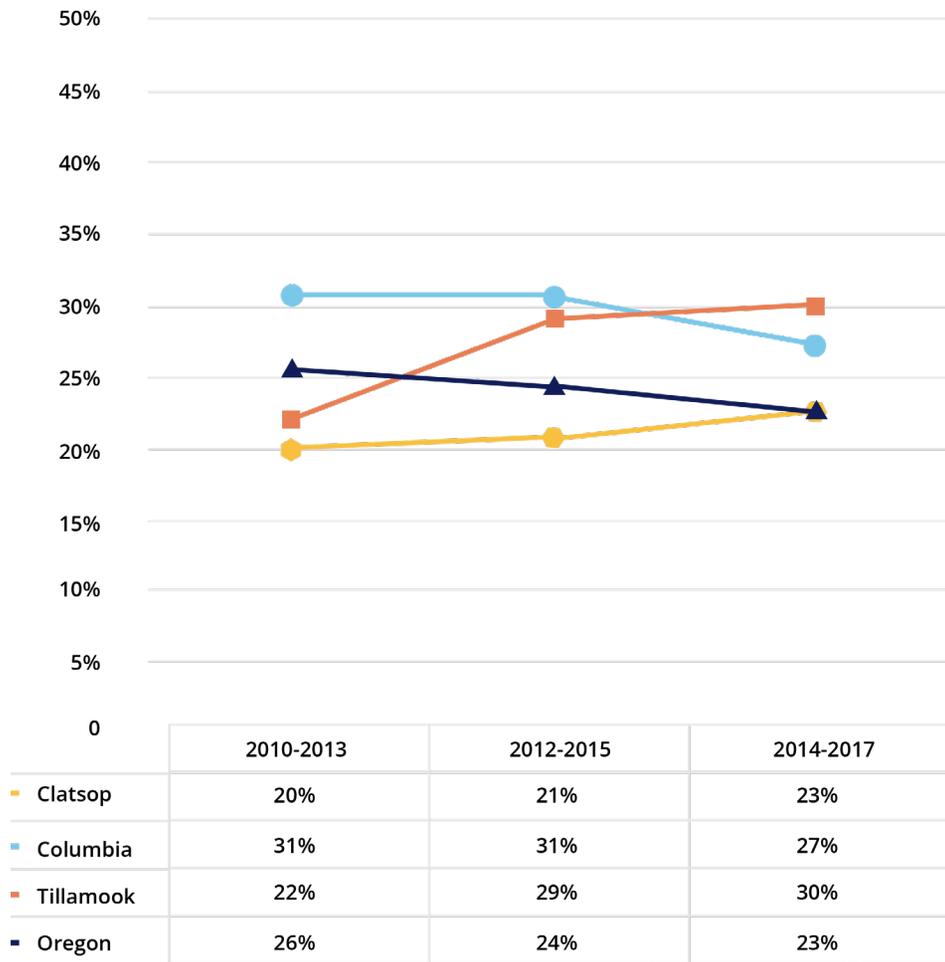
getting adequate amounts of physical activity. Physical activity is not only an important protective factor against chronic physical conditions such as obesity and cardiovascular disease, it can improve self-esteem and relieve symptoms of depression and anxiety in youth.

**Figure 27: Percent of adult population without physical activity outside of work in the past month**



Source: Oregon **138**

**Figure 28: Percent of 11th graders who met daily physical activity recommendations**



Source: Oregon Healthy Teen Survey

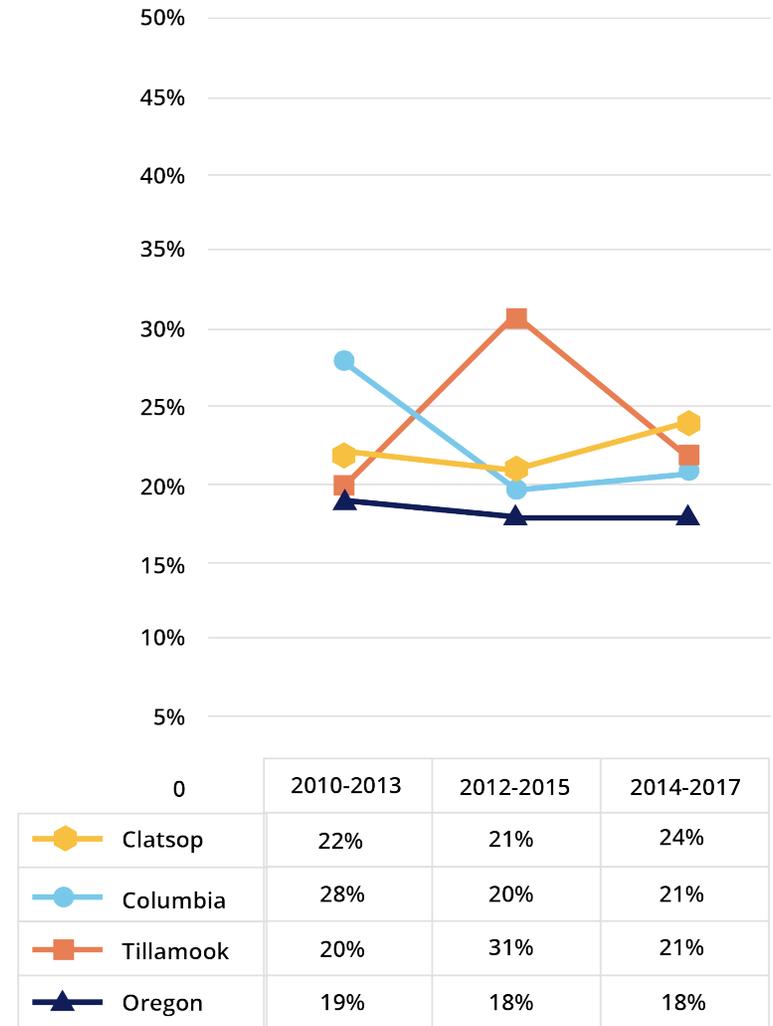
**Tobacco Use**

Tobacco use is associated with the top three causes of death in the region—cancer, heart disease, and chronic lower respiratory disease, all of which are preventable. Figure 29 presents the percent of adults in Clatsop, Columbia and Tillamook County, as well as the state of Oregon who are current cigarette smokers. All three counties in the region have

Agenda Item # 5.

smoking rates that are above the state average (although the difference may not be statistically significant). The state of Oregon, for more than a decade, has reported less than 20 percent of the adult population as cigarette smokers.

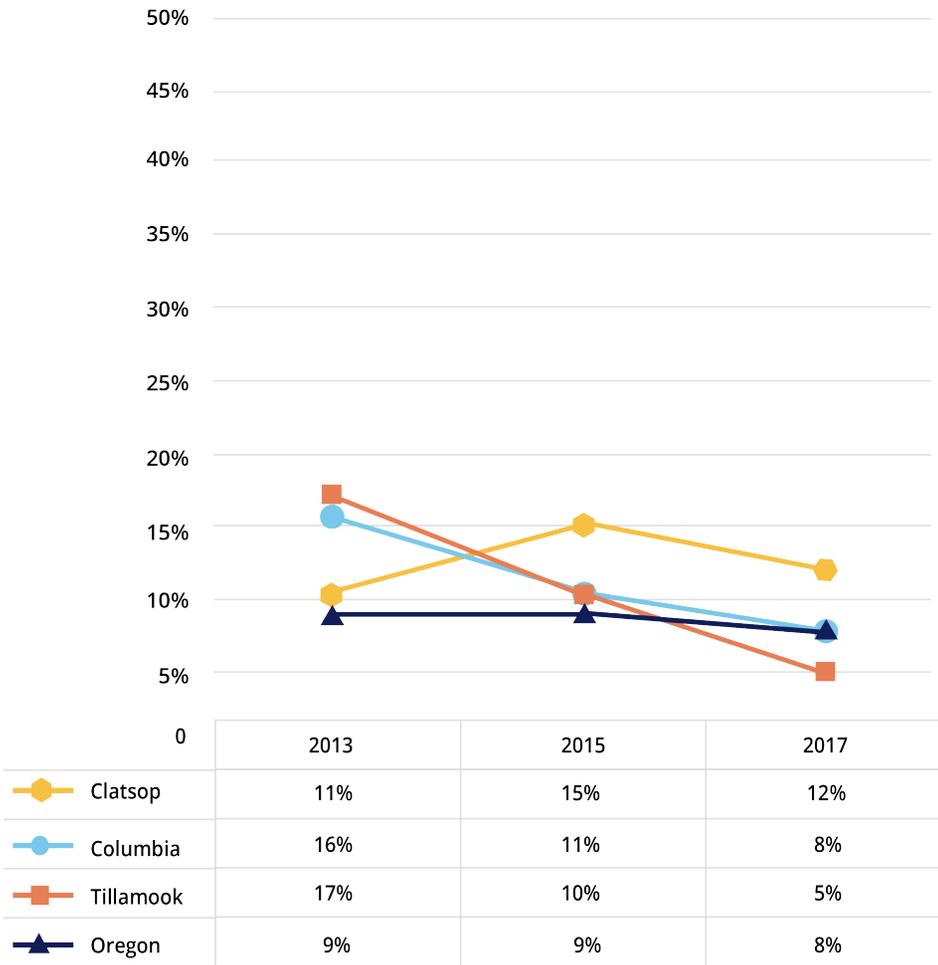
**Figure 29: Percent of adult population smoking cigarettes**



Source: Oregon B...

139

**Figure 30: Percent of 11th graders smoking cigarettes (including menthol cigarettes) in the past 30 days**



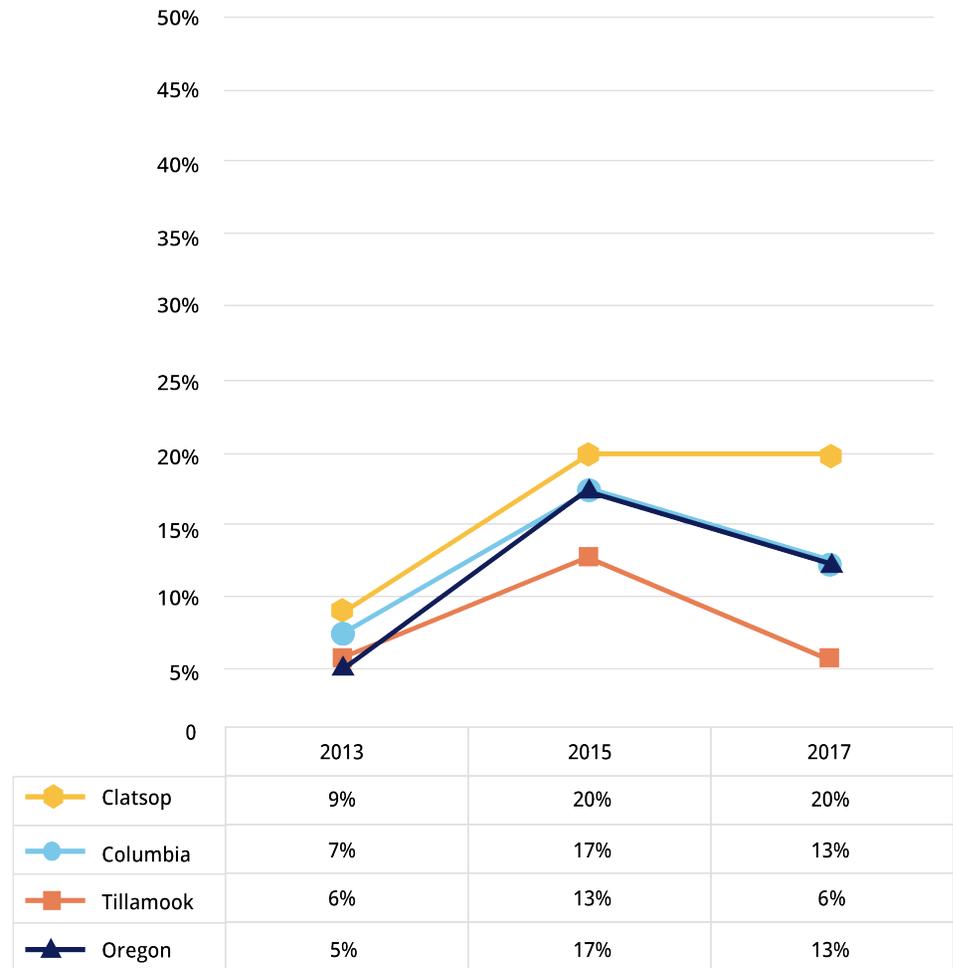
Source: Oregon Healthy Teen Survey

The vast majority of tobacco users start before they are 18 years old. Once they are addicted, quitting tobacco is a lifetime process that most tobacco users undertake and many struggle to achieve.<sup>10</sup> Eleventh grade tobacco use is a key indicator for monitoring not only the present but also the future of tobacco use. All three counties reported a reduction of 11th graders smoking cigarettes from 2015 to 2017 (Figure 30). Figure 31 shows that following a rise in the use

of e-cigarettes and vaping product among 11th graders in all three counties and Oregon from 2013 to 2015, the proportion decreased in Columbia and Tillamook Counties and in Oregon by 2017.

Massive public health efforts have brought about a steady decline in youth smoking. However, tobacco industry innovation introduced electronic cigarettes and vaping within the past decade, and many

**Figure 31: Percent of 11th graders using e-cigarette or other vaping product in the past 30 days**



Source: Oregon Healthy Teen Survey

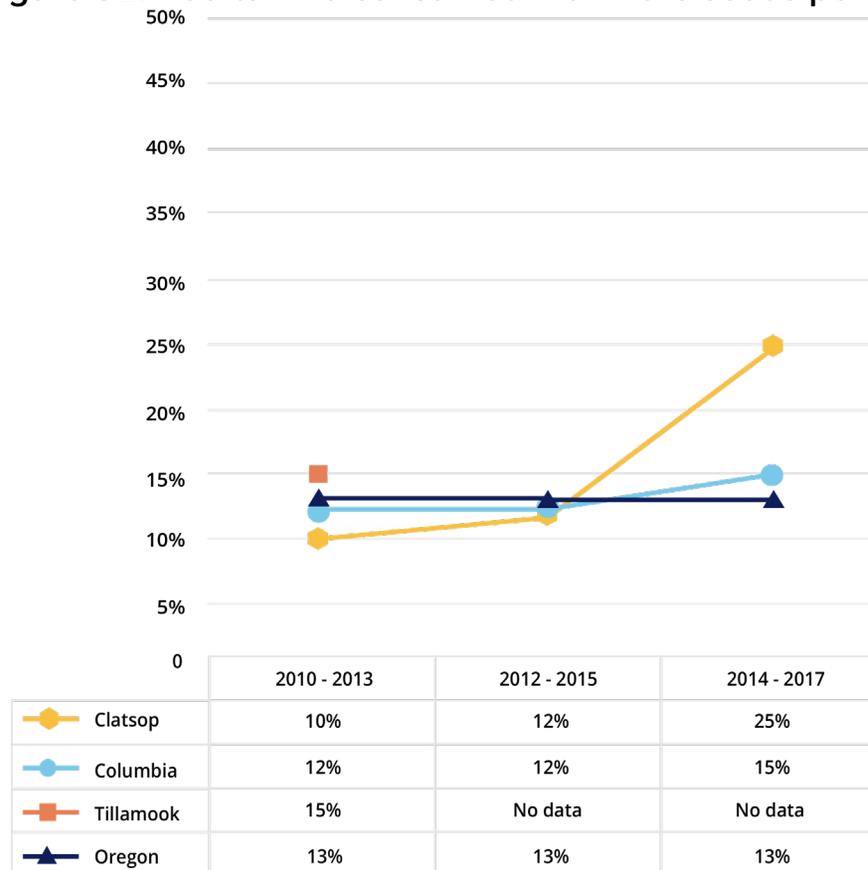
of the gains achieved are now threatened by the youth vaping epidemic.

From 2013 to 2015 the use of e-cigarettes or other vaping products doubled in every county and tripled in the state of Oregon. Columbia County and the state of Oregon managed to reduce the use of e-cigarettes from 17 percent (2015) to 13 percent (2017) among 11th graders. Clatsop County remained the same from 2015 to 2017 at 20 percent of 11th graders using e-cigarettes. However, Tillamook reduced 11th grade e-cigarette users by nearly 50 percent from 2015 (13%) to 2017 (6%).

### Sugar-Sweetened Beverages Consumption

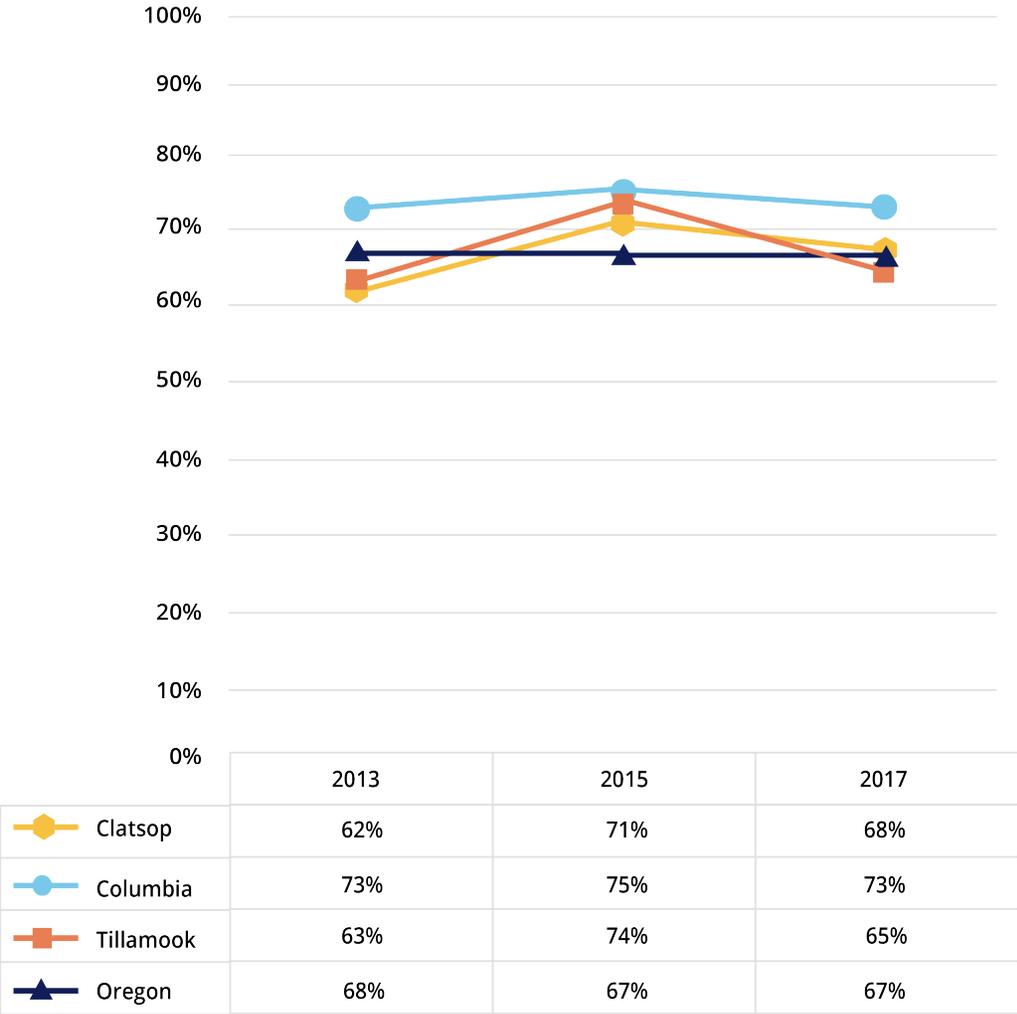
Sugar-sweetened beverages (SSBs) are drinks with added sugar, including sodas, fruit drinks, sports drinks, sweetened tea and coffee drinks, energy drinks, and sweetened water and electrolyte replacement drinks. According to the CDC, Americans consume most of their added sugar from SSBs. When consumed frequently, SSBs are associated with weight gain, heart disease, type 2 diabetes, tooth decay, and other health conditions.<sup>11</sup> Figure 32 shows the proportion of adults in the region and in Oregon who consumed seven or more sodas per week. Clatsop County had a large increase of 15 percent between 2010 and 2017 so that 25 percent of the adult population consumed seven or more sodas weekly, nearly twice the state average. Figure 33 shows that a large proportion of 11th graders in the region consumed sodas in the previous week though the numbers began trending downward between 2015 and 2017. In Clatsop (68%) and Tillamook (65%), the proportion was close to that of Oregon (67%) by 2017. Columbia County, however, saw very little change, with nearly three-quarters of 11th graders having consumed soda in the previous week across all three years shown.

Figure 32: Adults who consumed 7 or more sodas per week



Source: Oregon BRFSS

**Figure 33: Percent 11th graders who drank soda or pop such as Coke, Pepsi, or Sprite (does not include diet soda or pop) in the last 7 days**



Source: Oregon Healthy Teen Survey

# Maternal Health and Pregnancy

## Low Birth Weight

A baby's weight at birth is strongly associated with mortality risk during the first year and, to a lesser degree, with developmental problems in childhood and the risk of various diseases in adulthood. Figure 34 shows that the rate of low birthweight babies in Tillamook, Clatsop and Columbia Counties (2012-2016 combined) was lower than the rate for the state of Oregon.

Figure 34: Low birth weight, rate per 1,000 births

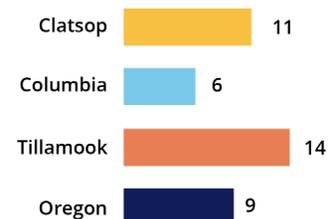


Source: OHA, Center for Health Statistics, Annual Report, Volume 1, 2017

## Teen Births

In addition to being at higher risk for pregnancy-induced hypertension and postpartum depression than other mothers, teenage mothers are also at higher risk for suicidal ideation than their peers who aren't mothers. Children born to teenage mothers are at higher risk of not receiving proper nutrition, health care, and cognitive and social stimulation. They are also at higher risk of low birthweight babies, premature birth, low iron levels, high blood pressure, and mortality. In Oregon, there are nine teen births (ages 15-17) for every 1,000 children born. Tillamook County's rate is over 50% higher at 14 teen births for every 1,000. Clatsop County also has a higher teen pregnancy rate than the state. Columbia County, however, has a rate that is two-thirds that of the state rate (Figure 35).

Figure 35: Teen pregnancy, ages 15-17, rate per 1,000 births



Source: OHA, Center for Health Statistics, Annual Report, Volume 1, 2017

## Inadequate Prenatal Care

Inadequate prenatal care occurs when care is not initiated until after the fourth month of pregnancy or when less than 50 percent of recommended visits are received. Figure 36 displays rates of adequate prenatal care received during the first trimester for every 1,000 births in each county, and in Oregon. Clatsop (77%) and Tillamook (65%) Counties had lower percentages of women receiving first trimester care than the state (80%).

Figure 36: Percent of pregnancies receiving prenatal care in the first trimester

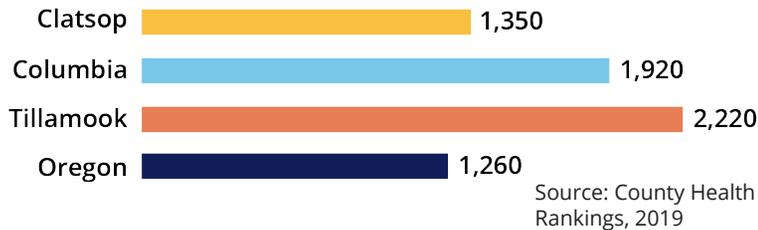


Source: OHA, Center for Health Statistics, Annual Report, Volume 1, 2017

# Oral Health

The percentage of 11th graders who had gone more than one year without seeing a dentist or dental hygienist leveled off between 2015 and 2017 to 28 percent for Clatsop and Columbia Counties and 25 percent for Tillamook County (Figure 38). Tillamook County had the biggest decline in its proportion of 11th graders not receiving oral care between 2013 and 2017, dropping 12 percent to become the lowest in the region. The proportion in Oregon remained steady at around 25 percent over the same time period.

**Figure 37: Ratio of population to dentists**

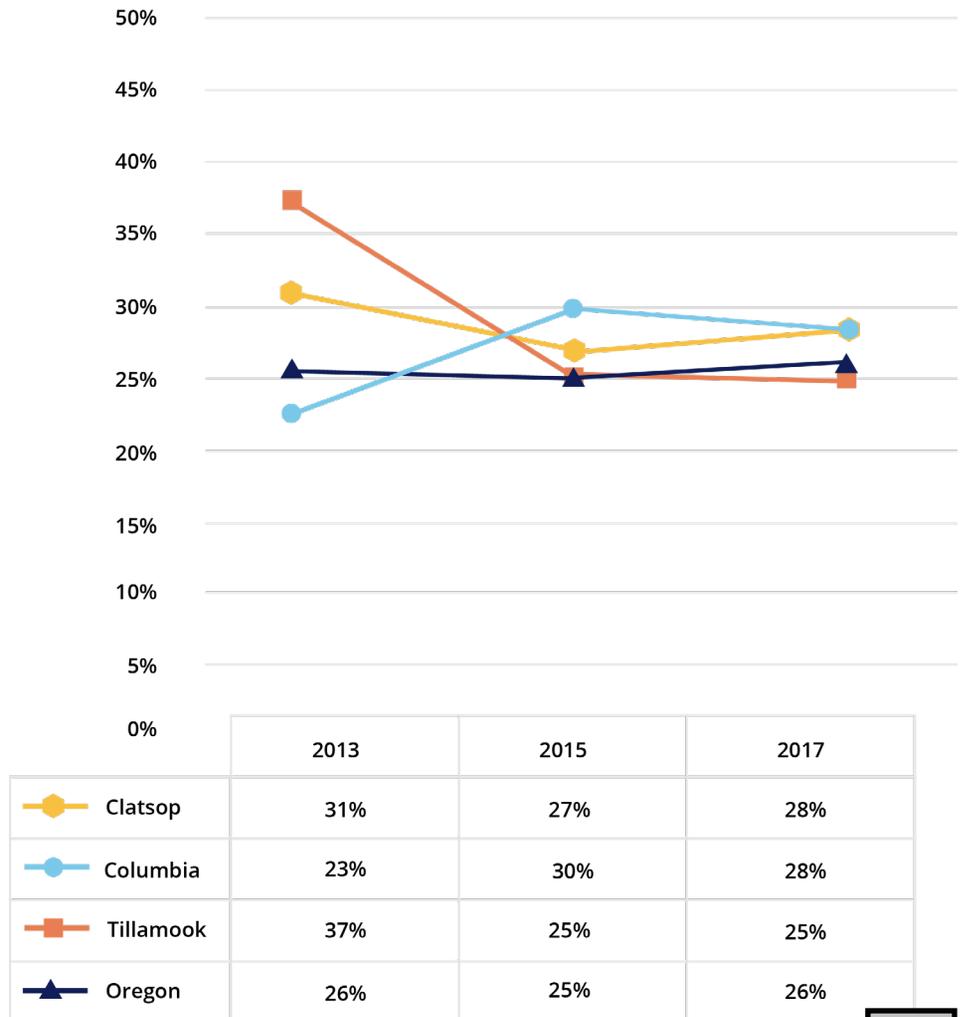


For every dentist, there are 1,260 citizens in the state of Oregon, a lower ratio than in Clatsop, Columbia, and Tillamook Counties. Tillamook has the most striking disparity at 2,220 individuals per one dentist; nearly 1,000 more individuals than the state of Oregon. Columbia County has nearly 700 citizens more for every dentist than Oregon at 1,920 individuals. Clatsop County's ratio is the closest to Oregon's at 1,350 people

**Agenda Item # 5.**

the county (Figure 37).

**Figure 38: Percent of 11th graders who have gone more than one year without seeing a dentist or dental hygienist**



Source: Oregon Healthy Teen Survey 145

# Behavioral Health

Behavioral health is a broad term that refers to how behavior impacts the health and well-being of the body, mind, and spirit. This discipline is inclusive of mental health, substance use, and more, employing intervention, prevention, treatment, and recovery initiatives to improve quality of life.

## Mental Health

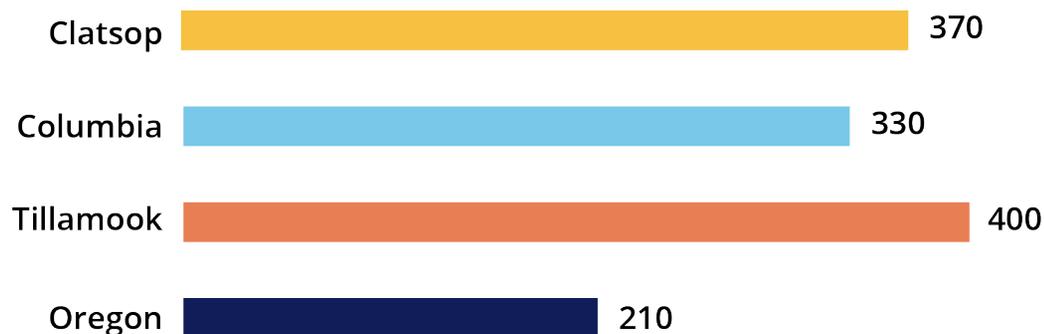
An important part of overall health, mental health refers to an individual's emotional, psychological, and social well-being. Mental health influences how a person thinks, feels, and acts.<sup>12</sup> Figure 39 provides a snapshot of mental health for adults in Clatsop, Columbia, and Tillamook Counties and in Oregon. Adults in the region reported in similar proportion to the state having had one or more days of poor mental health in the previous 30 days.

**Figure 39: Adults reporting 1 or more days of poor mental health in the past 30 days**



Source: OHA, Adults reporting 1 or more days of poor mental health in the past 30 days by county, Oregon, 2012-2015

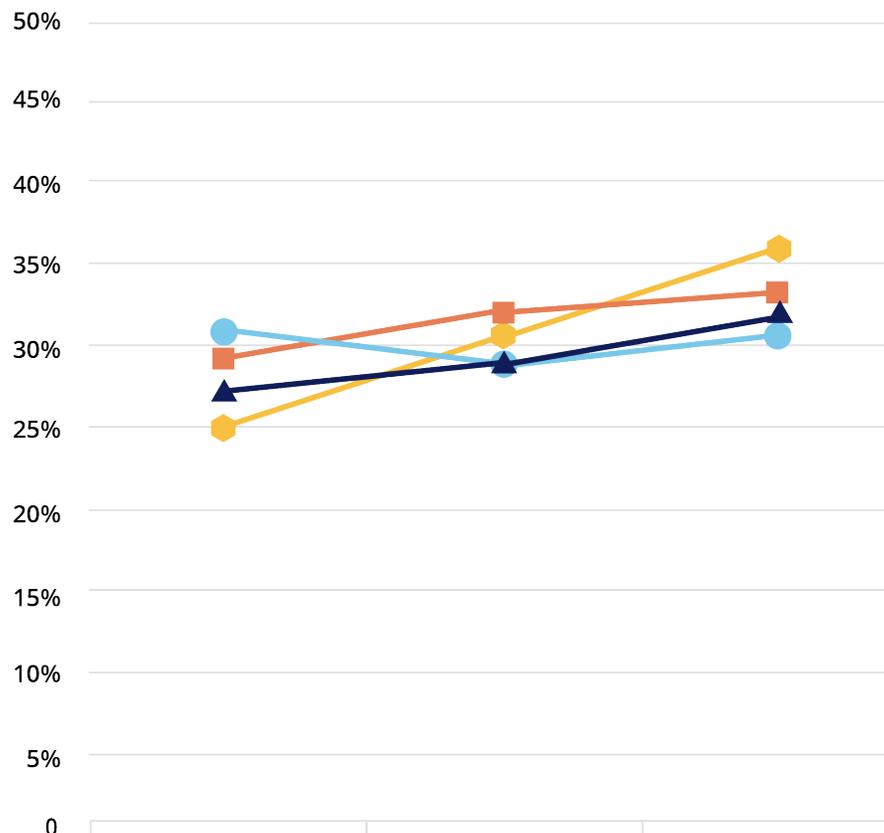
**Figure 40: Ratio of population to mental health providers**



Source: County Health Rankings, 2019

The availability of mental health providers to the total adult population in Oregon, however, is much better than in the region. All three counties are designated as Mental Health Care Health Professional Shortage Areas for their total populations. At 400 to one, Tillamook County has the largest ratio of adult residents to mental health care providers—nearly double the state ratio (Figure 40).

**Figure 41: Percent of 11th graders who felt so sad or hopeless almost every day for two weeks or more in a row that they stopped doing some usual activities**



	2013	2015	2017
Clatsop	25%	31%	36%
Columbia	31%	29%	31%
Tillamook	29%	32%	33%
Oregon	27%	29%	32%

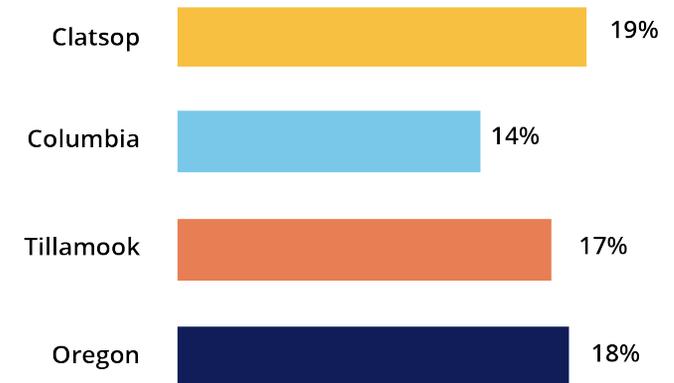
Source: Oregon Healthy Teen Survey

Figure 41 shows an overall increase in the percentage of 11th graders reporting poor mental health between 2013 and 2017 in all but Columbia County, which saw little change. Clatsop County, which had the lowest proportion in 2013, had an 11 percent increase, the largest in the region by far. Overall, more than one-third of 11th graders in the region, as well as in Oregon, reported poor mental health in 2017.

### Alcohol Consumption

Binge drinking is the consumption of an excessive amount of alcohol in a short period of time (five drinks for men and four drinks for women over a four-hour period.) In Clatsop and Tillamook Counties and in Oregon, nearly one-fifth of adults reported binge drinking (Figure 42). Clatsop had the highest proportion in the region at 19 percent, and Columbia County had the lowest at 14 percent.

**Figure 42: Percent of adults who reported binge drinking**

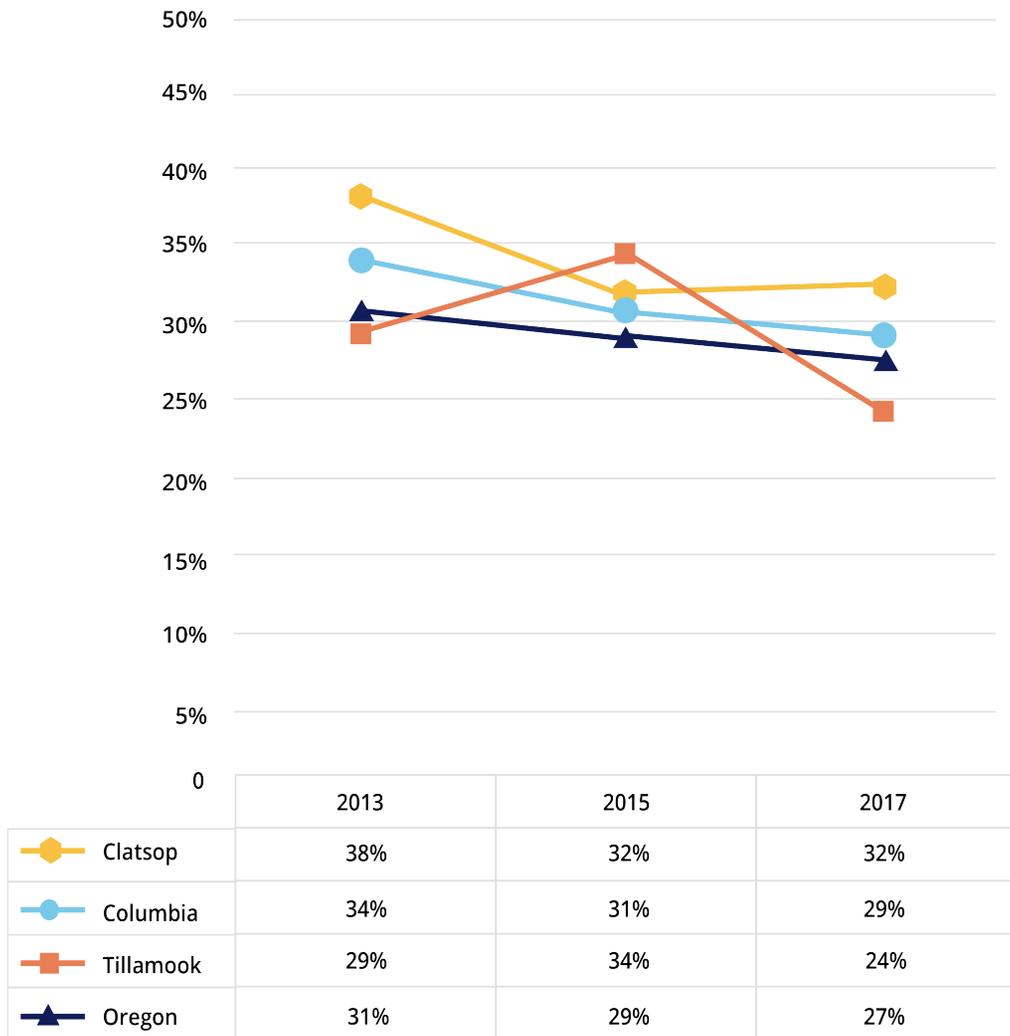


Source: Oregon BRFSS, 2014-2017

Figures 43 and 44 show drinking behaviors among youth in the region compared to the state overall. Between 2015 and 2017, youth drinking decreased across the region and the state. While the decline in the percentage of youth who reported drinking at least one alcoholic drink was, for the most part, small everywhere else, Tillamook County saw a 10 percent drop in that time period. Approximately one-third of youth reported drinking alcohol in Clatsop and Columbia Counties and in Oregon, but only one-fourth reported doing so in Tillamook County.

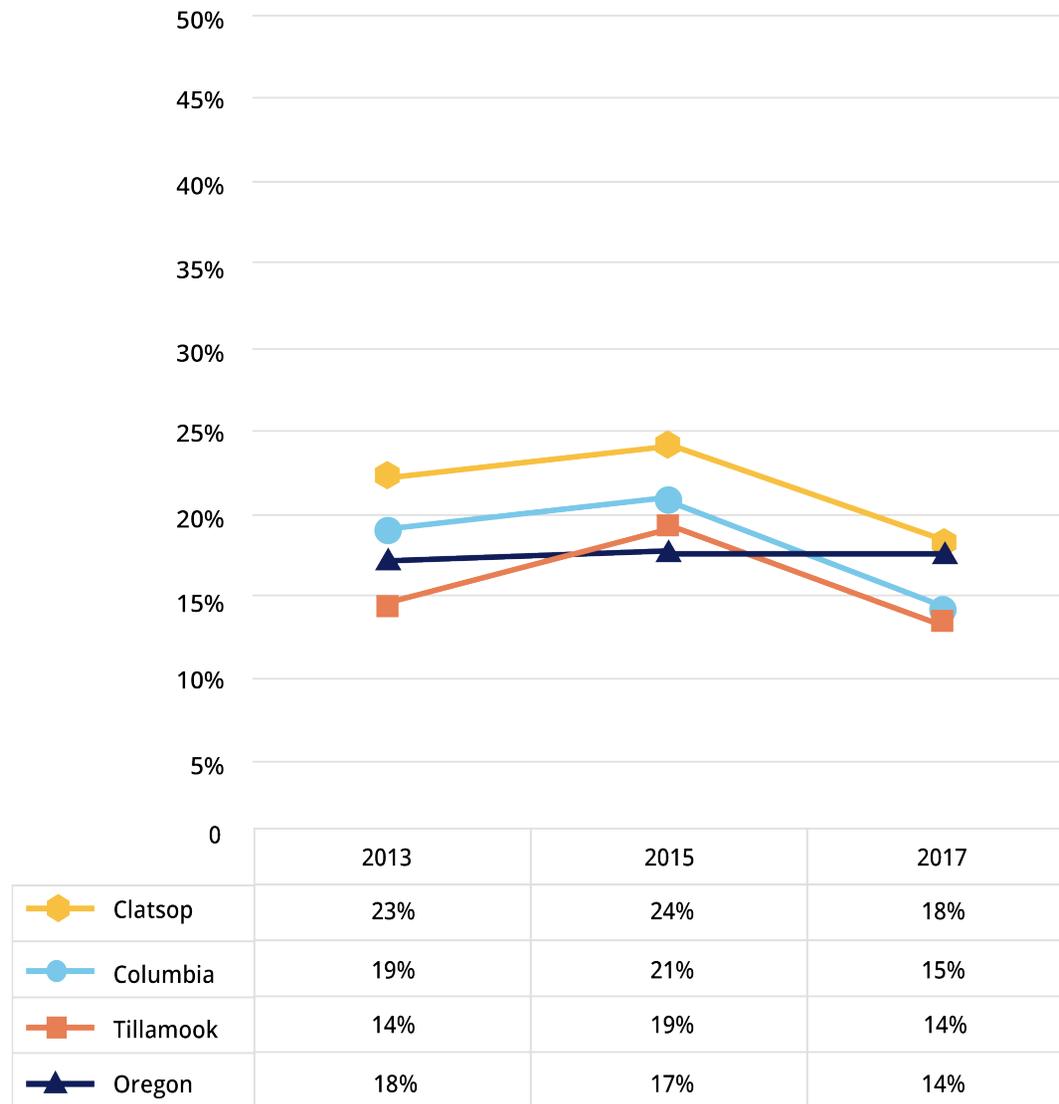
Reports of binge drinking (five or more drinks over a couple of hours) among youth were less common. Oregon overall saw a small change of three percent between 2015 and 2017, but across the region, youth binge drinking declined by five to six percent. In Tillamook (14%) and Columbia (15%) Counties, youth binge drinking was similar to that in the state overall (14%). In Columbia, it was higher (18%).

**Figure 43: Percent of youth who reported drinking one or more drinks of alcohol in the past 30 days**



Source: Oregon Healthy Teen Survey

**Figure 44: Percent of youth who reported binge drinking one or more days in the past 30 days**



Source: Oregon Healthy Teen Survey

# Regional Health Improvement Plan Overview

Columbia Pacific Coordinated Care Organization (CPCCO), their advisors, and community partners engaged in a community conversation through 2018 and 2019 about the factors that create health and well-being for all individuals who live in the three counties in the CPCCO service area. This included not only individuals' lived experiences of health and well-being, but it took into consideration public health departments, hospitals, clinics, community safety net providers, behavioral health organizations, the education system, and the need to support the on-going efforts to improve the supports and access to care throughout the system outside of the healthcare setting.

The resulting five-year regional health improvement plan advances public health modernization by finding the intersection between the specific ways that public health supports health care improvement and addressing the values and needs expressed by the community at large. The value based health innovation and improvement efforts that will be undertaken 2020-2024 will take into consideration the opinions of those who gave their time and efforts during our planning process in 2018 and 2019 as well as population health indicators.

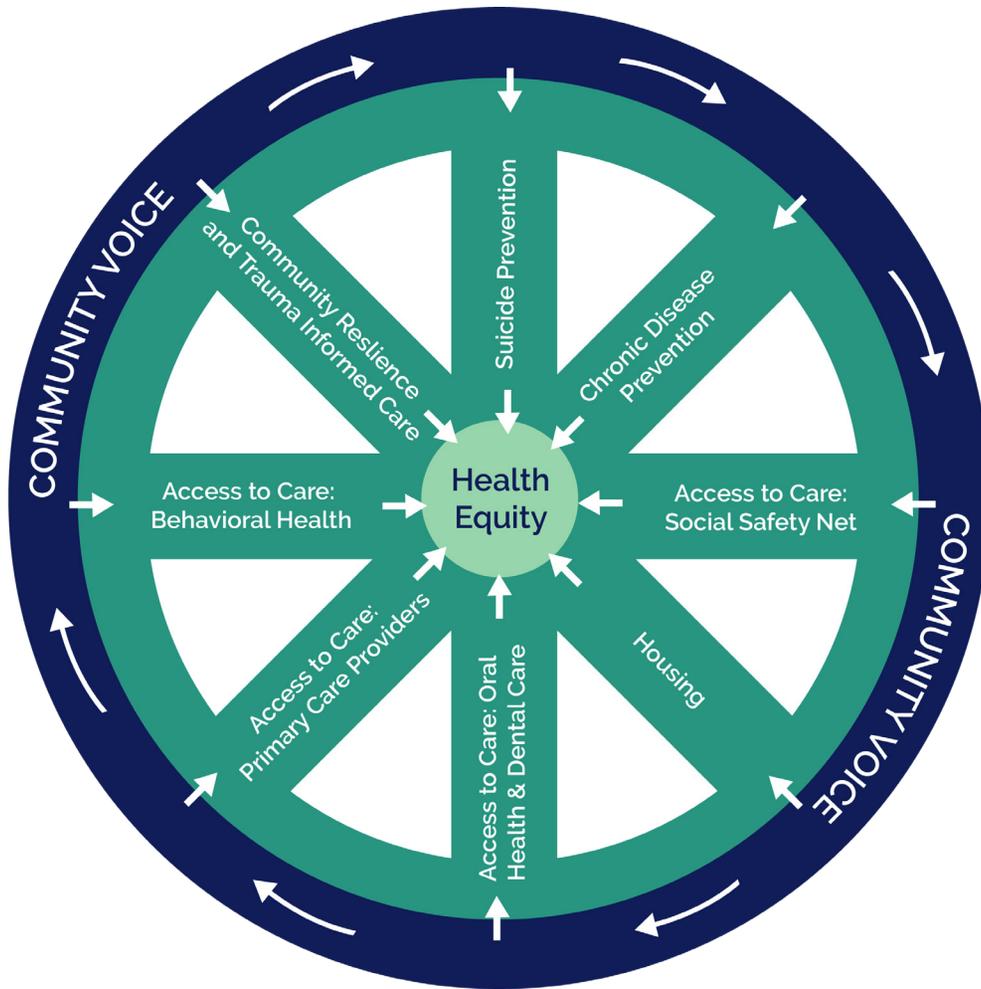
The regional health improvement plan makes the commitment to increase the intersection between healthcare, social services and the social determinants of health. Our goal is to support the efforts community wide that maximize the creation of, and investment in, health and well-being through community-based supports and services, along with the efforts to improve

There are so many positives to build on and talk about. So many individuals and organizations that care about and support each other. This five-year effort will not be accomplished in silos of care and support. People and organizations have already come together to commit to work across sectors to accomplish the improvement of health and well-being in their communities. While challenging, reaching goals will be made easier by all of those already engaged and ready to take the next steps in creating system change and improving access to supports and care across all sectors.

There are also some important things to improve that there is agreement on where measurable change can take place. CPCCO, our advisors, and community partners have chosen eight areas to prioritize with goals and strategies to undertake over the next five years to collaboratively improve health in the region.

The priority areas for improving health, well-being and resiliency for individuals and communities are: Community Resilience/Trauma Informed Care, Primary Care, Behavioral Health, Oral Health and Dental Care, Social Safety Net, Chronic Disease Prevention, Suicide Prevention, and Housing. The promotion of health and wellness are foundational to all goals and strategies for each priority area.

Figure 45: Achieving health equity through strategic priorities



The graphic in Figure 46 was developed as a way to visualize the complex relationship between the strategic priorities presented in this report, the community voice, and the path to health equity.

## How to Use the Regional Health Improvement Plan

This regional health improvement plan is divided into eight priority areas for improving health in the region:

- Community Resilience and Trauma Informed Care
- Access to Care: Primary Care
- Access to Care: Behavioral Health
- Access to Care: Oral Health and Dental Care
- Access to Care: Social Safety Net
- Chronic Disease Prevention
- Suicide Prevention
- Housing

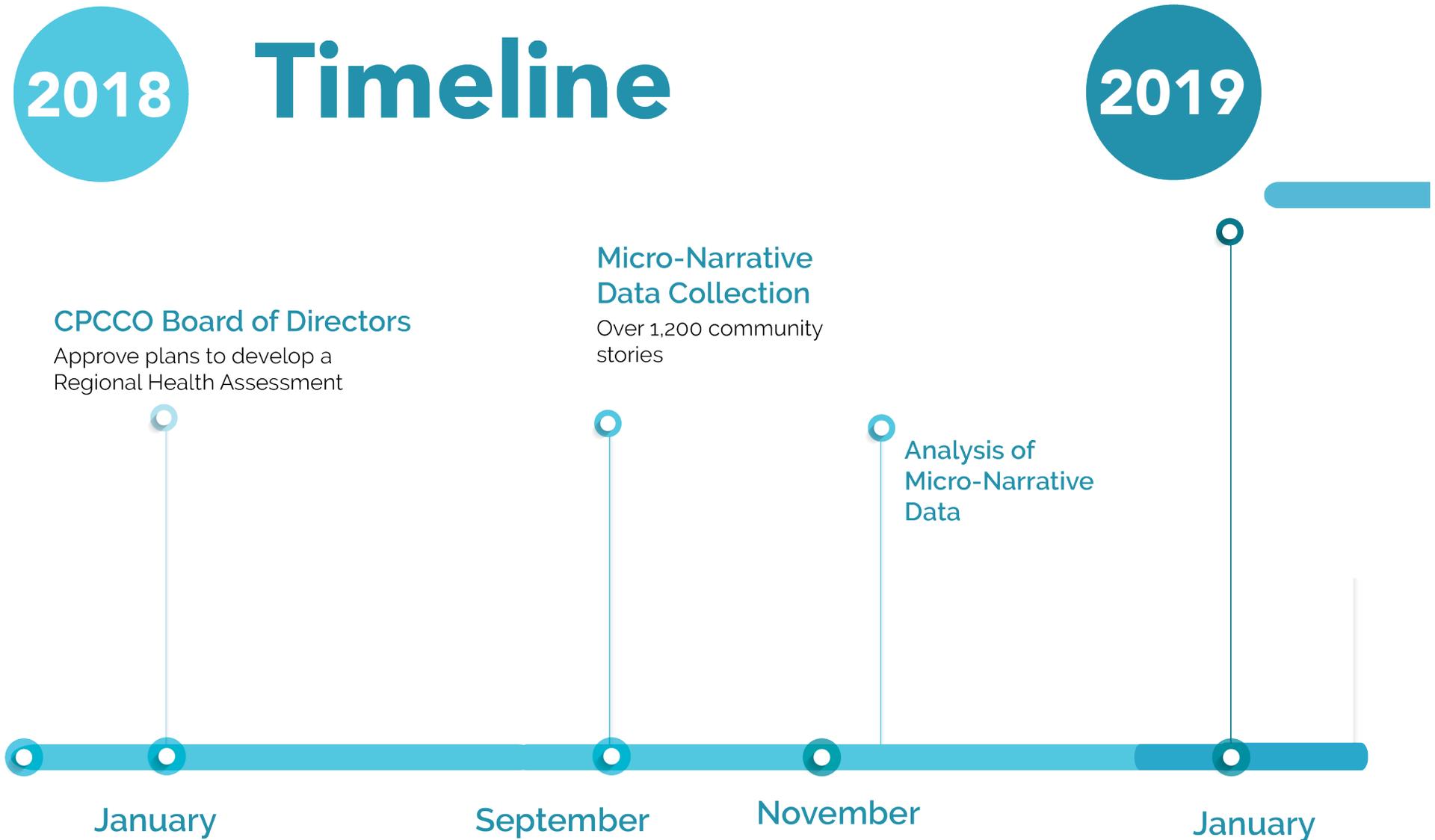
The objectives and strategies outlined for each priority area are divided into categories based on the following areas of action in which CPCCO and its regional partners will concentrate work to achieve the goals of each priority. In the plan, each color-coded category appears alongside the objectives and strategies to which it relates.

**Access to Care:** Impacts the number, availability, and quality of health care options and resources

**Data Collection and Utilization:** Impacts the ability to collect and analyze information about the community as a whole in order to better understand and provide for the community's needs

**Prevention and Policy:** Impacts risk factors that influence health by implementing plans for community investment and advocacy

Figure 46: Project timeline





# Community Resilience and Trauma Informed Care

## Rationale

Research points to trauma informed care as a way to increase resiliency and reduce the impact of Adverse Childhood Experiences (ACE's). ACEs have been linked to risky health behaviors, chronic health conditions, not meeting developmental benchmarks, and early death. The risk for each of these outcomes increases as an individual's ACE exposure increases. Adults who were exposed to four or more categories of ACEs are seven times as likely to experience alcoholism: three (men) to five (women) times as likely to experience depression; 13 times as likely to attempt suicide; and 10 times as likely to use IV drugs. Supports and services that build resilience are important to the improvement of health and well-being.

## Goals

1. Understand baseline/readiness of organizations for trauma informed care in multiple sectors;
2. Improve capacity and reach of trauma informed supports and service in programs, organizations, and across sectors;
3. Implement best practices that create resilience in children and families using the trauma informed lens.

## Data Collection and Utilization



**Objective:** By 2024, increase the number of programs, organizations, and sectors aware of the trauma informed perspective and its relation to engaging individuals in the services that support improvement of health and well-being.

**Strategies:**

1. Support the increased use of the TRACE (trauma, resilience, and adverse childhood experience) questionnaire to health care and community-based organizations' intake forms and collate and analyze data to use for quality improvement initiatives.
2. Collaborate to access resources and share investment opportunities that support the implementation of trauma informed care across programs, organizations, and sectors in the region.

**Health Equity Impact:** Increasing organizational and programmatic understanding of the conditions that create resiliency allows for development of equity informed approaches and culturally responsive services.

**Output/Outcome Metrics:** Increased number of organizations committed to trauma awareness for their service recipients and within their workforce.

## Access to Care



**Objective:** By 2024, increase the number of community-based organizations providing trauma informed services, with an emphasis on organizations serving the greatest numbers of individuals and families experiencing health disparities.

**Strategies:**

1. Increase coordination and engagement among the health care, education, child welfare, community, and criminal justice sectors to integrate trauma informed care across systems and organizations;
2. Increase the utilization of and support for traditional health workers across all sectors;
3. Support the increase of supportive adult advisors, diverse peer leaders, and strategic messaging campaigns to support the increase of social networks.

**Health Equity Impact:** Adverse Childhood Experiences are a root cause of ill health that may further exacerbate health disparities. Trauma informed services are demonstrated to promote resiliency in individuals and communities. Social support networks and buffers enhance resilience.

**Output/Outcome Metrics:** Reduced entry into foster care; increased access via behavioral health and primary care providers to coordinated services that address the social determinants of health.

# Access to Care: Primary Care

## Rationale

Access to coordinated primary care is the cornerstone of a modern health care system, increasing the chances that individuals receive preventive care and appropriate screenings that reduce the likelihood of poor health outcomes. Clatsop and Columbia Counties are designated as Primary Health Care Provider Shortage Areas for everyone living in the geographic area, and Tillamook County is designated as a Health Professional Shortage Area for low income/homeless/migrant farm worker populations. In addition to provider shortages, barriers such as transportation and geographic isolation may be present. Community-level research points to transportation to health care services as a key issue for residents in the entire region.

## Goal

Eliminate barriers to primary care, including, geographic and transportation inconveniences, lack of knowledge, unavailability of Internet, and lack of insurance coverage.

## Access to Care



Agenda Item # 5.

**Objective:** Increase referrals to primary care providers from community-based organizations and emergency, urgent, and virtual care providers.

### Strategies:

1. Increase the number of referrals and stronger partnerships between primary care and community-based organizations that support the growth of transitional and supported housing for those with special needs who are working on recovery from addiction, substance abuse, and mental illness
2. Increase awareness of and access to quality interpretation and translation services across sectors
3. Increase the number of organizations in the region that offer help desks and community-based referral supports that:
  - a. Support discharge from acute and sub-acute health care settings to community-based care settings

156

## Access to Care



- b. Increase access to traditional health workers and health care navigators that can support access to primary care
- c. Collaborate across sectors to increase the participation in a volunteer driver network.

**Health Equity Impact:** Improving the quantity of organizations that coordinate services and community-based supports increases the opportunity for individuals (including those who do not have English as their first language) to equitably access primary care services.

**Output/Outcome Metrics:**

1. Increased number of referrals to primary care from community-based organizations
2. Decrease in emergency room visits for ambulatory sensitive conditions.

---

**Objective:** Collectively address the primary care and health professional provider shortage.

**Strategies:**

1. Identify incentives to recruit and retain highly qualified health care providers at every level and profession with a focus on integration;
2. Increase the number of traditional health workers working in the health care setting in the region
3. Increase participation in clinician and staff wellness programs regionally
4. Increase the utilization of telehealth in the region
5. Collaborate to increase the workforce opportunities in the region for medical assistants, scribes, and health care extenders.

**Health Equity Impact:** Low income, homeless, and migrant populations most impacted by provider shortage will have increased access to screening and preventive care.

**Output/Outcome Metrics:** Increased number of primary care and health professionals including those who are certified as traditional health workers.

# Access to Care: Behavioral Health

## Rationale

Oregon is widely recognized as having among the poorest access to behavioral health services in the country. In a recent national survey, Oregon's access to substance use disorder treatment ranked last. Supports and services have long been underfunded. Individuals who need treatment for substance misuse or mental health concerns often have challenges managing their overall health. Clatsop, Columbia, and Tillamook Counties are designated as Mental Health Care Shortage Areas for the entire population.

## Goal

All people in Clatsop, Columbia, and Tillamook Counties have the services and supports they need to achieve optimal behavioral health and emotional well-being.

## Data Collection and Utilization



**Objective:** By 2024, expand and improve access to the full range of behavioral health services.

### Strategies:

1. Develop alternative payment models that support enhancement of behavioral health services, including developing components of the array of services that do not currently exist.
2. Recruit behavioral health care providers to work in the region;
3. Integrate behavioral health and primary care services to provide coordinated care and a whole-person approach;

**Health Equity Impact:** Increased behavioral health care utilization by groups with less access to care, including low income individuals, specific racial/ethnic groups, individuals with low English fluency, etc., will lower their risk for poor behavioral health outcomes.

**Output/Outcome Metrics:** Increased number of behavioral health care providers and service components, and collaboration across sectors to address behavioral health needs.



**Objective:** Increase behavioral health-related prevention activities and awareness and understanding of behavioral health supports and services that are peer driven.

**Strategies:**

1. Support the increase of services that are peer driven and are distributed throughout the continuum of care;
2. Integrate behavioral health and primary care services to provide coordinated care and a whole-person approach;
3. Add to the components of the existing system to expand the continuum of care.
4. Increase the systemic clinical interventions and screenings at all levels of the community

**Health Equity Impact:** Destigmatization of behavioral health increases access to health care and treatment-seeking self-efficacy for vulnerable populations.

**Output/Outcome Metrics:** Implemented prevention and outreach activities across sectors that are peer driven

---

**Objective:** Increase access to harm reduction and addiction treatment resources in the region.

**Strategies:**

1. Support the increase of services that are peer driven and are distributed throughout the continuum of care
2. Increase the number of needle exchange programs in the region
3. Support the increase of modalities and interventions that help individuals to access services for behavioral health, including medication-assisted treatment (MAT)
4. Increase the systemic clinical interventions and screenings at all levels of the community

**Health Equity Impact:** Better access to behavioral health treatment resources will improve behavioral health risk and outcomes for vulnerable populations most impacted by the social determinants of health.

**Output/Outcome Metrics:** Implemented programs and services supporting harm reduction and increasing awareness of services for behavioral health

# Access to Care: Oral Health and Dental Care

## Rationale

Oral health is critical to overall health. Gum disease and other oral health conditions are associated with heart disease, diabetes, low birthweight and certain types of cancers. Poor oral health also contributes to missed school and work days, and can have a negative impact on overall well-being. Clatsop and Tillamook Counties are designated as Dental Health Care Shortage Areas for low income populations.

## Goal

Improve capacity and utilization of affordable, preventive, and integrated oral health services for children, youth, and underserved populations.

Access to Care



Agenda Item # 5.

**Objective:** Increase the number of oral health care professionals who treat children, youth, and underserved populations.

**Strategies:**

1. Work with local programs and schools to promote oral health careers
2. Support tele-dentistry programs
3. Collaborate with dental care organizations to improve efforts to recruit and retain dental health care providers for low income and underinsured in each county

**Health Equity Impact:** Oral health care is integral to individuals' general health. Increasing the availability of oral health professionals will improve access to and utilization of dental services and overall quality of life.

**Output/Outcome Metrics:** By 2024, increase access and utilization by Medicaid members ages 0-20 years by percentage points each.

160

## Access to Care



**Objective:** Expand access to full service and mobile dental care services for underinsured and low-income individuals.

**Strategies:**

1. Improve access through shared investment in supports and services that provide community-based dental services.
2. Work to expand evidenced-based, best practice oral health programs in schools and community programs
3. Develop ongoing partnerships in medical-dental alignment, dental home development, and other mechanisms to better integrate care across multiple disciplines by leveraging and developing cross-disciplinary systems;
4. Increase care coordination efforts supporting access to the continuum of dental health care across sectors.

**Health Equity Impact:** Oral health care is integral to individuals' general health. Improving access to dental services for low income and underinsured individuals will increase utilization and overall quality of life.

**Output/Outcome Metrics:**

1. By 2024, increase individuals accessing oral health services in a primary care or community-based setting by five percentage points each.
2. By 2024, increase individuals receiving dental care coordination from other sectors by five percentage points each.

# Access to Care: Social Safety Net

## Rationale

Health-related community-based services can improve care and overall community health and well-being. Unmet social needs, including housing, access to healthy food, employment, education, social isolation, and social connection, must be considered as critical components in preventing and treating disease.

## Goal

Ensure individuals and community stakeholders can easily and accurately identify, access, and locate health and community services and healthy foods.

## Access to Care



**Objective:** Collaborate to support the establishment of a comprehensive, cohesive system for coordinating and partnering between hospitals, community action programs, and primary care settings.

### Strategies:

1. Increase community awareness of resources and supports through screening for social determinants of health in clinical settings and the coordination of referrals across sectors
2. Deploy community resource navigators to key locations through the region
3. Collaborate to increase the options for transportation, including the development of a volunteer driver network

**Health Equity Impact:** Social support increases resiliency and improves access to basic needs, such as quality food and housing.

**Output/Outcome Metrics:** Increased number of organizations that coordinate services and have community resource navigators on staff.



**Objective:** Increase availability of nutritious food options for individuals with limited access to fresh food.

**Strategies:**

1. Establish broad cross-sector support for and investment in food banks, food recovery, and programs that support the reduction of chronic health conditions
2. Develop specific linkages through care coordination and shared mechanisms between primary care, food pantries, and other nutrition resources that support an increase in access to health care as individuals access supports through community resource navigators
3. Establish “Rx for Health” projects in the region to support the reduction and prevention of diabetes

**Health Equity Impact:** Improved food security will lead to reductions in malnutrition and related chronic diseases and improved school performance and attendance.

**Output/outcome metrics:** Established network of organizations that have community resource navigators to decrease service confusion and reduce system duplication

# Chronic Disease Prevention

## Rationale

Chronic diseases are the leading causes of death in the region. Many chronic diseases are preventable through lifestyle factors such as nutrition and physical activity. Using evidenced-based approaches to prevent initiation of tobacco use, misuse of alcohol, and the onset of obesity will reduce chronic diseases and the associated costs related to health and well-being.

## Goal

Decrease chronic disease prevalence through focus on reducing chronic disease risk factors.

## Access to Care



**Objective:** Increase care coordination across sectors to mitigate the burden on chronically ill individuals to navigate complex systems.

**Strategy:** Establish broad cross-sector support for and investment in food banks, food recovery, and programs that support the reduction of chronic health conditions;

**Health Equity Impact:** Improved health care access and case management will reduce chronic disease-related mortality rates for vulnerable populations at highest risk.

**Output/Outcome Metrics:** Increased number of supports and services that are community-based and being provided by community health workers and peer wellness specialists.



**Objective:** Prevent tobacco use and drug and alcohol misuse.

**Strategies:**

1. Support an increase in the number of community environments that support tobacco-free, with an emphasis on policy changes to retail environments and evidence-based practices to address electronic cigarettes and vaping
2. Support an increase in the number of health promotion programs for youth that are collectively funded and are evidence based to prevent tobacco use and drug and alcohol misuse

**Health Equity Impact:** Preventing initial use and making the healthy choice the easy choice reduces the impact of chronic health conditions on youth as they age into adulthood. Enforcement of the Tobacco 21 age limit and promotion of healthy environments reduces the likelihood that youth will start smoking, decreasing risk for tobacco related chronic disease.

**Output/Outcome Metrics:**

1. Expanded collaboration across sectors and increased number of individuals working with community health workers and peer wellness specialists
2. Increased number of health promotion programs that are collectively funded
3. Increased implementation of community and school nutrition programs

---

**Objective 2:** Reduce obesity rates.

**Strategies:**

1. Community and school-based nutrition education, exercise, and access to affordable, healthy food options, such as Rx for health, to community-based activities, food bank fresh, or fresh food pharmacy.
2. Expand farm-to-school nutrition and educational programs.

**Health Equity Impact:** Obesity rates are strongly influenced by social determinants of health. Improved access to healthy foods and environments safe for activity decrease obesity and obesity-related chronic conditions.

**Output/Outcome Metrics:** Increased implementation of community and school nutrition programs

# Suicide Prevention

## Rationale

Suicide rates in Clatsop, Columbia, and Tillamook Counties are higher than the state average. Oregon overall has a higher rate of suicide than the national average.

## Goal

Reduce to zero the number of suicides in Clatsop, Columbia, and Tillamook Counties.

## Prevention and Policy



**Objective:** Increase community awareness campaigns and education for the public about suicide as a public health problem that is preventable.

### Strategies:

1. Identify, develop, and implement suicide prevention programs in every county, with specific outreach on suicide prevention and awareness for youth
2. Facilitate community collaborations across sectors to increase the number of community-based education and trainings that are evidence based and address suicide prevention, intervention, and post-vention

**Health Equity Impact:** Increased knowledge and destigmatization of suicide and associated behavioral health conditions which disproportionately impact specific groups, including veterans, lowers suicide rates.

**Output/Outcome Metrics:** By 2024, reduced number of individuals dying by suicide to zero

# Housing

## Rationale

Nineteen percent of Clatsop, 14 percent of Columbia, and 18 percent of Tillamook County households have severe housing problems (high housing costs, lack of kitchen facilities, lack of plumbing, or overcrowding). Research has shown that housing can impact health through four pathways: stability, affordability, quality and safety, and neighborhood environment.

## Goal

Partner across sectors to reduce the impact that housing insecurity has on health and well-being for all individuals in Clatsop, Columbia, and Tillamook Counties.

## Data Collection and Utilization



**Objective:** By 2021, monitor, local housing conditions affecting health by creating a regional dashboard that centralizes county housing needs assessments, workforce and low-income housing stock, active and developing housing projects, and tenancy supports occurring in the region.

### Strategies:

1. Partner to support community action programs, Northwest Oregon Housing Authority, and community-based organizations that provide shelter/transitional housing supports in the region to create a regional dashboard that centralizes county housing needs assessments, low income and workforce housing stock, active and developing housing projects, and tenancy supports occurring in the region
2. Explore ways to develop a framework to collect data on housing instability and homelessness with a focus on developing a housing data framework that leverages existing sources and includes a plan for future data collection and utilization opportunities

## Data Collection and Utilization

**Health Equity Impact:** Reliable, valid, and consistent data collection mechanisms improve the ability to systematically track, analyze, report, and intervene on gaps in housing quality and access that adversely and inequitably impact community health.

**Output/Outcome Metrics:** Updated local, timely, actionable data on housing conditions

## Access to Care



**Objective:** By 2024, decrease the number of individuals and families whose access to health is compromised by housing challenges.

**Strategies:**

1. Partner with existing local housing task forces/committees to develop pathways for increased access to shelter housing, transitional support to acquire permanent housing, and options for permanent housing
2. Encourage local adoption of evidence-based recovery housing, supported housing, supported employment, and supported education programs
3. Increase access to transportation systems such as dial-a ride and volunteer ridesharing

**Health Equity Impact:** Housing insecure individuals are more likely to delay care-seeking due to cost. Housing support reduces the burden of housing-related stress and costs as a barrier to care for low income individuals and increases the opportunity for those individuals to develop a stable, sustainable relationship with primary care providers.

**Output/Outcome Metrics:** Increased collaboration and referral between housing support programs and health care settings.

---

**Objective:** Support and collaborate on increasing the number of initiatives and programs that provide stability, affordability, quality, and safety for low income individuals who have housing needs.

**Strategies:**

1. Increase the number of tenancy sustaining services
2. Create transitional support services between higher and lower levels of care
3. Increase programs that support the remediation of unsafe or inadequate housing conditions

## Access to Care



**Health Equity Impact:** Stable, safe housing is not equitably distributed. Health disparities intensify in an environment where housing insecurity exists. Addressing structural issues leading to poor housing conditions has the potential to improve the equitable access to health and wellness, as individuals and families can spend less of their overall income on housing and be relieved of stress related to addressing basic human needs, thus being able to focus some energy on health and wellness.

**Output/Outcome Metrics:** Increased number and coordination of housing support services

# References

1. U.S. Department of Agriculture. USDA Economic Research Service. (2018, September 05). Definitions of Food Security. Retrieved from <https://www.ers.usda.gov/topics/food-nutrition-assistance/food-security-in-the-us/definitions-of-food-security/>
2. Hahn, R. A., & Truman, B. I. (2015). Education Improves Public Health and Promotes Health Equity. *International journal of health services: planning, administration, evaluation*, 45(4): 657–678.
3. Kelly-Irving, M., Lepage, B., et al. (2013). Adverse childhood experiences and premature all-cause mortality. *European journal of epidemiology*, 28(9): 721–734.
4. Lee, R. D., & Chen, J. (2017). Adverse childhood experiences, mental health, and excessive alcohol use: Examination of race/ethnicity and sex differences. *Child abuse & neglect*, 69: 40–48.
5. Douglas, K. R., Chan, G., et al. (2010). Adverse childhood events as risk factors for substance dependence: partial mediation by mood and anxiety disorders. *Addictive behaviors*, 35(1): 7–13.
6. Schroeder, S. A. (2007). We Can Do Better: Improving the Health of the American People. *New England Journal of Medicine*, 357: 1221-1228.
7. Centers for Disease Control and Prevention (CDC). About Heart Disease. Retrieved from <https://www.cdc.gov/heartdisease/about.htm>
8. Centers for Disease Control and Prevention (CDC). Behavioral Risk Factor Surveillance System Survey Questionnaire. Atlanta, Georgia: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, 2014-2017.
9. U.S. Department of Health and Human Services (2018). Physical Activities Guidelines for Americans, 2nd Edition. Washington, DC: U.S. Department of Health and Human Services.
10. U.S. Department of Health and Human Services. (2014). The Health Consequences of Smoking—50 Years of Progress: A Report of the Surgeon General.

11. Center for Disease Control (CDC) (2017). Get the Facts: Sugar-Sweetened Beverages and Consumption. Retrieved from: <https://www.cdc.gov/nutrition/data-statistics/sugar-sweetened-beverages-intake.html>
12. Center for Disease Control (CDC) (2018). Learn about Mental Health. Retrieved from: <https://www.cdc.gov/mentalhealth/learn/index.htm>

# Appendices

**Appendix A:** CPCCO Micro-narrative Results

**Appendix B:** Regional Health Assessment Data Sources

Human Services Advisory Council  
800 Exchange Street  
Astoria, Oregon 97103

October 9, 2019

Clatsop Board of County Commissioners  
800 Exchange Street  
Astoria, Oregon 97103

Honorable Commissioners:

The Human Services Advisory Council is an advisory council for Clatsop Board of County Commissioners (BOCC). Our mandate is to advise the BOCC on issues that affect developmental disabilities, mental health and alcohol and drug abuse services. As an advisory council, we identify needs, establish priorities for publicly funded services and assist in the selection of service providers as well as evaluate services and provide a link to the public through advocacy and education throughout Clatsop County.

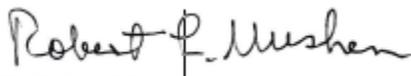
During our September meeting, a representative of the Columbia Pacific COO presented the proposed Regional Health Assessment as well as the Regional Health Improvement Plan 2019. The Assessment and Health improvement plan included the region comprised of Clatsop, Columbia and Tillamook Counties.

We found the Regional Health Assessment to be very informative and complete. Not only did the Assessment include an overview that included demographics and health care facilities but also many of the social determinants as well as chronic disease and health conditions that affect health care and quality of life for residents in Clatsop County.

We found the Regional Health Improvement Plan 2019 to be forward-looking and encouraging. The Health Improvement plan is comprehensive in nature and inclusive in character. It provides a five-year plan to achieve health equity for the residents of Clatsop County through strategic priorities. We felt some of the goals of the plan were largely aspirational—for example, the zero-suicide goal (admirable but probably unattainable). However, the majority of expected outcomes were reasonable and attainable—for example, increases the utilization of tele-health in the region. We were also impressed with the emphasis on prevention.

As an advisory arm of the BOCC, we put our stamp of approval on the Regional Health Assessment and Regional Health Improvement Plan 2019 of the Columbia Pacific COO and find it to be a useful resource for the BOCC to use as they make decisions and plan for the future health care needs of the residents of Clatsop County.

Sincerely,



Dr. Robert Mushen  
Chairman, Clatsop County Human Services Advisory Council

1  
2  
3  
4  
5  
6  
7

**Clatsop County  
Board of Commissioners  
Minutes  
Wednesday, November 13, 2019**

---

8  
9  
10  
11

**WORK SESSION: 5:00 PM**

12  
13  
14  
15  
16  
17

*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.*

18  
19

**Board Communication (15 Minutes)**

20  
21  
22

Nebeker thanked the Commissioners who attended the Arts Summit and appreciated their support.

23  
24  
25  
26  
27  
28

Thompson has been trying to get a consortium going to develop content in the Boyington Building to be used as a studio that can be broadcast for public communication.

29  
30

**Discuss Formal Agenda (15 Minutes)**

31  
32

No discussion.

33  
34  
35

**TOPIC:**

- 36  
37  
38  
39
1. CCO Regional Health Assessment & Regional Health Improvement Plan (15 min) {Page 3}

40  
41  
42

Steele explained that there was a lot of collaboration that went into the Regional Health Improvement Plan. The Coordinated Care Organization (CCO) presented the plan to the Human Services Advisory Committee and asked them for their support and to share the document with the Board. Ultimately, they would like the Board to show their support. Steele said the CCO has recently hired a local person to reach out to local entities. The Board requested that the CCO present to the Board. Bohn will arrange for the CCO to present their plan to the Board and the elected officials at the Countywide Elected Officials meeting.

43  
44  
45  
46  
47  
48

Steele said a good way to get federal support is to support the Census because that is directly related to federal dollars. Sullivan would like to discuss how the Board could support the Census. Bohn said there will be a group convening to support the Census and conduct a complete count. The Board will be apprised on how the committee is being structured and get some feedback.

49  
50  
51  
52

---

**REGULAR MEETING: 6:00 PM**

53  
54  
55

*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.*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40

**FLAG SALUTE**

**ROLL CALL**

PRESENT  
Commissioner Sarah Nebeker  
Commissioner Lianne Thompson  
Commissioner Mark Kujala  
Commissioner Pam Wev  
Commissioner Kathleen Sullivan

**AGENDA APPROVAL**

Motion made by Commissioner Thompson, Seconded by Commissioner Sullivan.  
Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala, Commissioner Wev, Commissioner Sullivan

**BUSINESS FROM THE PUBLIC** - *This is an opportunity for anyone to give a 3-minute presentation about any item on the agenda (except public hearings) OR any topic of county concern that is not on the agenda. People wishing to speak during Business From The Public must fill out and sign a Public Comment Sign-in Card prior to the start of the meeting.*

John Raichl, 371902 Jurgensen Lane, Astoria. Raichl, retired County Sheriff, supports the appointment of Lt. Matt Phillips as Sheriff. He said Phillips is the most qualified person to do the job.

Frank Spence, 5169 Birch Street., Astoria. Spence also supports the appointment of Lt. Matt Phillips. Spence toured the jail and was very impressed with the operation of the jail with the limited resources available. Spence endorses Phillips to be the next Sheriff.

**CONSENT CALENDAR**

Motion made by Commissioner Thompson, Seconded by Commissioner Wev.  
Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner Kujala, Commissioner Wev, Commissioner Sullivan

- 2. Board of Commissioners Regular Meeting Minutes 9-25-19 {Page 67}
- 3. Intergovernmental Agreement with Oregon Health Authority {Page 79}
- 4. Westport County Park Utility Easement Agreement with Clatskanie PUD {Page 103}

**COMMISSIONER'S LIAISON REPORTS**

Sullivan no report.  
Wev no report.  
Thompson is working on the Childcare Task Force and how to meet the needs of the children in the community. She will be attending the Col-Pac and NW ACT

1 meetings where they will discuss how to manage the increased volume of traffic  
2 safely. Thompson will be running for 2nd Vice-President of the Association of  
3 Oregon Counties.

4 Kujala no report.

5 Nebeker attended the Human Services Advisory Council.

## 6 **COUNTY MANAGER'S REPORT**

7 Bohn notified the public the November 27th meeting has been cancelled, the next  
8 Board meeting will be December 11th. Bohn met with Steve Greenwood, National  
9 Policy Consensus Center at Portland State University, and the county will be  
10 participating in a community leadership program.

## 11 **BUSINESS AGENDA**

### 12 5. Purchase and Removal of the Jones Dock and Knappa Dock {Page 108}

13 Ted McLean, Public Work Director, asked the Board to approve the contract for  
14 the purchase and removal of the Jones and Knappa docks. These docks are in  
15 disrepair and they are a liability to the county.

16 *Motion: Approve award of contract for dock purchase and removal in the amount*  
17 *of \$15,697.78 to Vinson Brothers Construction and authorize the County*  
18 *Manager to sign the contract and any amendments.*

19 *Motion made by Commissioner Sullivan, Seconded by Commissioner Thompson.*  
20 *Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner*  
21 *Kujala, Commissioner Wev, Commissioner Sullivan*

### 23 6. Appoint a Sheriff to serve until the certification of the November 2020 General 24 Election {Page 123}

25 Bohn said Sheriff Bergin plans to retire January 3rd. By Charter, the Board  
26 appoints a Sheriff until an election takes place. The Board had an opportunity to  
27 interview Lt. Matt Phillips at a previous meeting.

28 Phillips said he is very humbled to hear the support from Spence and Raichl. He  
29 recognizes the trust and faith the Board puts in him and he will work hard to  
30 make the Sheriff's office a place to be proud of.

31 *Motion: Appoint Lt. Matt Phillips to the position of Sheriff.*

32 *Motion made by Commissioner Wev, Seconded by Commissioner Thompson.*  
33 *Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner*  
34 *Kujala, Commissioner Wev, Commissioner Sullivan*

## 36 **GOOD OF THE ORDER**

## 38 **ADJOURNMENT 6:28 P.M.**

39 Approved by,

- 1
- 2
- 3
- 4

---

Chairperson

1  
2  
3  
4  
5  
6  
7

**Clatsop County  
Board of Commissioners  
Minutes  
Wednesday, December 11, 2019**

---

8  
9  
10  
11  
12

**WORK SESSION: 5:00 PM**

13  
14  
15  
16  
17  
18  
19  
20  
21  
22

*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.*

23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40

**Board Communication (15 min)**

Sullivan shared information about the state's Forest Management Plan. The Oregon Department of Forestry will be holding a meeting at the Boyington Building on December 20th at 9 a.m. for the public to attend.

Thompson reported that the Childhood Task Force is moving forward and looking into a collaboration with the two hospitals for a childcare center.

Kujala said the Fair Board is considering going out for a Capitol Bond in 2020 and also renew and increase the tax levy.

**Discuss Formal Agenda (15 min)**

No discussion.

**TOPICS:**

1. Fort George – Long-Term Rural Enterprise Zone (15 min) {Page 3}

Don Bohn, County Manager, addressed the Board regarding the Ft. George Enterprise Zone. The request is a 15 year rural Enterprise Zone. The outcome for the county would be approximately \$51,000 of abated taxes over the 15 year period. As part of the agreement, Ft. George will be hiring 35 jobs. This is a risk for Ft. George but they also see it as a necessary opportunity.

2. North Coast Business Park - Update (10 min) {Page 22}

Monica Steele, Assistant County Manager, reported that some of the brush has been cleared out in the area. It is important to maintain the wetlands so they do not continue to grow. The county currently has an RFP out for on-call realtor services to help market the Business Park and for any other properties the county is interested in acquiring. Columbia Memorial Hospital is moving forward with purchasing the property they were interested in. Steele was contacted by a gentleman regarding another piece of property for sale at the Business Park.

1 **REGULAR MEETING: 6:00 PM**

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

5  
6 **FLAG SALUTE**

7 **ROLL CALL**

8 **PRESENT**

- 9 Commissioner Sarah Nebeker
- 10 Commissioner Lianne Thompson
- 11 Commissioner Kathleen Sullivan

12  
13 **ABSENT**

- 14 Commissioner Mark Kujala
- 15 Commissioner Pam Wev

16  
17 **AGENDA APPROVAL**

18 *Motion made by Commissioner Thompson, Seconded by Commissioner Sullivan.*  
19 *Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner*  
20 *Sullivan*

21 Nebeker recognized Monica Steele who served as Assistant County Manager for  
22 nine months. She thanked her for all her hard work and dedication to the county.

23 Nebeker announced that on January 3rd, Matt Phillips, will be swearing in as  
24 Sheriff.

25 **BUSINESS FROM THE PUBLIC** - *This is an opportunity for anyone to give a 3-minute*  
26 *presentation about any item on the agenda (except public hearings) OR any topic of county concern*  
27 *that is not on the agenda. People wishing to speak during Business From The Public must fill out and*  
28 *sign a Public Comment Sign-in Card prior to the start of the meeting.*

29 David Ambrose, 1179 Jerome Ave., Astoria. Ambrose addressed the Board and  
30 thanked the Board for their support of the 2019 Arts Summit. Ambrose was  
31 encouraged by the attendance and the commitment by all nine members of the Arts  
32 Council. The next year they will be working on the next Arts & Economic Prosperity  
33 Study.

34 **CONSENT CALENDAR**

35 *Motion made by Commissioner Thompson, Seconded by Commissioner Sullivan.*  
36 *Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner*  
37 *Sullivan*

- 38
- 39 3. Board of Commissioners Regular Meeting Minutes 10-9-19 {Page 23}
- 40 4. Board of Commissioners Minutes 10-30-19 {Page 30}
- 41 5. Approve the 2019-20 Budget and Appropriation Adjustments {Page 34}

- 1 6. SE80 Problem Gambling Services IGA Amendment # 4 {Page 37}
- 2 7. Intergovernmental Agreement – Contract # 159804 Amendment # 4 between
- 3 Oregon Health Authority (OHA) and Clatsop County Department of Public
- 4 Health {Page 44}
- 5 8. Consider an offer on County owned property {Page 55}
- 6 9. Cove Beach Vacation Petition {Page 64}
- 7 10. Subaward Agreement\_1015198 CLATSOP Amendment #1 between Oregon
- 8 Health & Science University (OHSU) and Clatsop County Department of Public
- 9 Health {Page 73}
- 10 11. Approval of Intergovernmental Agreement with Clatsop Soil and Water
- 11 Conservation District for Noxious Weed Control {Page 93}
- 12 12. County Counsel Job Description and Salary Scale {Page 98}

### 13 **COMMISSIONER'S LIAISON REPORTS**

14 Sullivan attended the FTLAC meeting and the state is getting ready to present their  
15 Forest Management Plan. The Oregon Department of Forestry will be presenting to  
16 Clatsop County on December 20th at 9am in the Boyington Building. She attended  
17 the Comprehensive Plan meeting in Knappa.

18 Thompson is working on the Childcare Task Force and they are coordinating  
19 existing opportunities for childcare. The Arch Cape/Falcon Cove Beach Water  
20 District extended the moratorium for new water hook ups. Cannon Beach has a new  
21 interim Fire Chief. The Fire District will be looking at a comprehensive plan.

22 Nebeker said the 2019 Arts Summit was a huge success and she was quite moved  
23 by the hard work of the Arts Council. She attended the Public Safety Coordinating  
24 Council and they reviewed the Community Corrections Biennial Plan. The Pre-Trial  
25 Release Program is proving to be successful.

### 26 **COUNTY MANAGER'S REPORT**

27 Bohn said the county is recruiting for Budget Committee members. The Household  
28 Hazardous Waste Facility is scheduled to open January 10th. Mike McNickle, Public  
29 Health Director, said they do not want the household waste products to go into  
30 landfills, however, they want them to be reused and/or recycled. They are finalizing  
31 their outreach materials identifying the items they will accept.

### 32 **PUBLIC HEARINGS**

- 33 13. First reading of Ordinance 2019-03 Licensing Tobacco Retailers {Page 104}

34 McNickle said the flavor ban has been removed from the Ordinance and all the  
35 cities have seen the new version and are supportive.

36 Heather Reynolds, County Counsel, read the first reading by short title only.

37 Nebeker opened the Public Hearing.

1 John Harper, 335 W. Marine Drive, Astoria. Harper is in support of the proposed  
2 Ordinance. He feels there should be a couple of adjustments in the Prohibitions  
3 and Administrative Penalties sections.

4 Nebeker continued the hearing to January 8th.

5 McNickle said the prohibition piece prohibits anyone under the age of 21 entering  
6 the retailer to buy tobacco products. McNickle said by allowing coupons it is  
7 guaranteeing more tobacco use. Education is a key component.

8 **14. Transient Room Tax Ordinance Amendment {Page 116}**

9 Steele addressed the Board and said the amendment changes the distribution of  
10 the room tax from an annual basis to a semi-annual basis.

11 Steele read the first reading by short title only.

12 Nebeker opened the Public Hearing.

13 No public testimony.

14 Nebeker continued the hearing to January 8th.

15 **BUSINESS AGENDA**

16 **15. Blind Slough Bridge Repair Contract {Page 119}**

17 Ted McLean, Public Works Director, asked the Board for their approval to award  
18 the Blind Slough Bridge Repair Project to Rognlin's. They went through the bid  
19 process and the low bid came from Rognlin's.

20 *Motion: Approve contract with Rognlin's Inc. in the amount of \$319,666 and*  
21 *authorize the County Manager to sign the Contract and any amendments.*

22 *Motion made by Commissioner Thompson, Seconded by Commissioner Sullivan.*  
23 *Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner*  
24 *Sullivan*

25  
26 **16. Amendment to On Call Excavating Agreement {Page 137}**

27 McLean is asking for an amendment to increase the contract because there is  
28 additional brush cutting needed at the North Coast Business Park.

29 *Motion: Approve amendment to Agreement with Dennis B. Larson to increase the*  
30 *amount to \$40,000, and authorize the County Manager to sign this amendment*  
31 *and any future amendments of this Agreement.*

32 *Motion made by Commissioner Thompson, Seconded by Commissioner Sullivan.*  
33 *Voting Yea: Commissioner Nebeker, Commissioner Thompson, Commissioner*  
34 *Sullivan*

35  
36 **GOOD OF THE ORDER**

37  
38 **ADJOURNMENT**

1 7:53 PM

2 Approved by,

3

4

5

6

---

Chairperson

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

January 8, 2020

---

**Issue/ Agenda Title:** Intergovernmental Agreement # 162474-0/mb between Oregon Health Authority (OHA) / Maternal and Child Health/Home Visiting Program and Clatsop County Public Health

**Category:** Consent Calendar

**Prepared By:** Robyn Doré, Fiscal Coordinator, Public Health Dept

**Presented By:** Michael McNickle, Director, Public Health Dept

---

**Issues Before the Commission:** Request of Authorization for County Manager to approve and sign Intergovernmental Agreement # 162474-0/mb between Oregon Health Authority (OHA) / Maternal and Child Health/Home Visiting Program and Clatsop County Public Health.

We are also requesting the approval of attached Resolution and Order related to Contract 162474-0/mb in the amount of \$10,000.00 to increase the current FY 2019-20 budget and appropriations authority.

**Informational Summary:** Universally offered home visiting, a system of communication, connection and coordination, is being developed in Oregon that connects all families with the services they seek. This funding has been awarded to Clatsop County as an Early Adopter Community to begin the planning and community preparation for the implementation of Family Connects, a voluntary, evidence based, universally offered home visiting program for families of newborns.

*This funding is for the administrative costs for Universal Home Visiting program development, not program implementation. Funding will support the added staff time of attending meetings, trainings and conducting outreach to potential partners for support of the program and will not begin in Clatsop County until late 2020 or early 2021.*

**Fiscal Impact:** Providing \$10,000.00 towards agency staff, travel/mileage, travel meals/meeting host and gift cards to incentivize community participation in activities to be determined.

### Options to Consider:

1. Approve the Intergovernmental Agreement # 162474-0/mb between the Oregon Health Authority (OHA) and Clatsop County Public Health.

Do not approve the Intergovernmental Agreement.

**Staff Recommendation:** Option # 1

**Recommended Action:**

*Approve the OHA – Clatsop County Public Health Intergovernmental Agreement No. 162474-0/mb authorizing the County Manager to sign the Agreement and all subsequent amendments.*

**Attachment List**

- A. Copy of Intergovernmental Agreement 162474-0/mb
- B. Resolution and Order
- C. Schedule A



**Grant Agreement Number 162474**

**STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA,” and

**Clatsop County Public Health  
820 Exchange Street, Suite 100  
Astoria, OR 97103  
Telephone: (503) 338-3684  
E-mail address: [rdore@co.clatsop.or.us](mailto:rdore@co.clatsop.or.us)**

hereinafter referred to as “Recipient.”

The Program to be supported under this Agreement relates principally to OHA’s

**OHA – Public Health  
Maternal and Child Health/Home Visiting Program  
800 NE Oregon Street, Suite 825  
Portland, OR 97232  
Agreement Administrator: Jordan Kennedy or delegate  
Telephone: (971) 673-0299  
E-mail address: [Jordan.b.kennedy@state.or.us](mailto:Jordan.b.kennedy@state.or.us)**

## DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 162474-0/m6, hereinafter referred to as "Document."

I, Don Bohn \_\_\_\_\_, County Manager \_\_\_\_\_  
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Clatsop County Dept of Public Health \_\_\_\_\_ by email.  
Contractor's name

On 11/26/19 \_\_\_\_\_,  
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

\_\_\_\_\_  
Authorizing signature

\_\_\_\_\_  
Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

**Confidential**

**CONTRACTOR TAX IDENTIFICATION INFORMATION**

For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

**Document number:** 162474-0/mb

**Legal name (tax filing):** County of Clatsop

**DBA name (if applicable):** Clatsop County Dept. of Public Health

**Billing address:** 820 Exchange St., Ste. 100

**City:** Astoria **State:** OR. **Zip:** 97103

**Phone:** 503-325-8500

**FEIN:** 93-6002287

**- OR -**

**SSN:** \_\_\_\_\_

**1. Effective Date and Duration.**

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on **October 1, 2019**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2020**. Agreement termination or expiration shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any default by Recipient that has not been cured.

**2. Agreement Documents.**

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

b. 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 documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, and C.

**3. Grant Disbursement Generally.**

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$10,000.00**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

**4. Vendor or Subrecipient Determination.**

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OHA’s determination is that:

- Recipient is a subrecipient       Recipient is a vendor       Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: Not applicable

5. Recipient Data and Certification.

a. Recipient Information. Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): \_\_\_\_\_

County of CLATSOP

Street address: 800 Exchange St. Ste. 310

City, state, zip code: Astoria, OR. 97103

Email address: mmcNICKIE@CO.Clatsop, OR, US

Telephone: (503) 325 8500 Facsimile: (503) 325 8678

**Proof of Insurance:** Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Commercial General Liability Insurance Company: CIS

Policy #: 18LCLTC Expiration Date: renews Annually every July 1<sup>st</sup>

Workers' Compensation Insurance Company: SAIF

Policy #: 4700 Expiration Date: renews Annually every July 1<sup>st</sup>

b. Certification. Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

(1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to the OHA Contract Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;

(2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General

may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;

(3) The information shown in this Section 5a. "Recipient Information", is Recipient's true, accurate and correct information;

(4) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

(5) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

(6) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;

(7) Recipient is not subject to backup withholding because:

- (a) Recipient is exempt from backup withholding;
- (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
- (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and

(8) Recipient Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN within 10 days.

**RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

6. **Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

**Clatsop County Public Health**

**By:**

\_\_\_\_\_  
Authorized Signature

*County Manager*  
Title

*Don Bohn*  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**State of Oregon acting by and through its Oregon Health Authority**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

Not required per OAR 137-045-0030(1)(a)

Department of Justice

\_\_\_\_\_  
Date

## EXHIBIT A

### Part 1 Program Description

#### 1. Background and Purpose

Universally offered home visiting is a system of communication, connection and coordination available to every family with a newborn. This model is building on Oregon's current home visiting programs by introducing an evidence-based, universally offered, 1-3 visit, nurse home-visiting program. The goal of this program is to create a home visiting system in Oregon that connects all families with the services they seek.

The Oregon Health Authority (OHA), Public Health Division (PHD), Maternal and Health (MCH) Section, has selected a cohort of Early Adopter communities to begin planning and community preparation for the implementation of Family Connects® (FC®), a voluntary, evidence-based, universally offered home visiting program for families of newborns.

The first phase of this model is Community Alignment. A vital component of this phase is community planning and preparation to begin model implementation. This includes, but is not limited to, finalization of key community alignment processes and procedures (e.g., staffing, data collection, stakeholder participation plans, etc.), engagement and planning with local hospital systems /birthing centers and health plans regarding client recruitment and data sharing, development and integration of local area resources into the Family Support Matrix /Agency Finder with supportive guidance from Family Connects International®.

The purpose of this grant opportunity is to support Early Adopter backbone organizations with costs related to community alignment during this preparation phase. These funds can be used to support staff time, convening expenses (space, food, transportation, stipends, child care, etc.), or other expenses identified by the organization as relating to community alignment.

**EXHIBIT A**

**Part 2  
Payment and Financial Reporting**

1. Recipient will be required to include detailed reports along with submission of invoices at least quarterly, and payment shall be issued after approval by OHA. These reports will provide a summary of community alignment preparation efforts as well as a detailed breakdown of how the funds have been utilized. Recipient is required to maintain full backup detail for costs. Invoices and corresponding detail can be submitted as needed within the grant agreement period.

The funding provided through this mini-grant opportunity is intended to support planning and preparation for the community alignment phase of the Universally offered Home Visiting model. Early Adopter backbone organizations will provide services as outlined in their mini-grant application as stated in Section 3 of this Exhibit. If grant funds are used for any purpose other than what is agreed upon at the time that funds are granted without written approval from OHA, or grant funds are not fully expended, the recipient will be responsible for returning the unused/unapproved amount to the State of Oregon.

2. Budget:

<b>Item #</b>	<b>Expenditure Category*</b>	<b>Amount</b>	<b>Justification</b>
1	Agency staff	\$9575	Staff time for two home visiting nurses, a staff assistant, fiscal coordinator, nurse supervisor for a 3-month period.
2	Mileage	\$250	For in-State training with OHA and Family Connects staff and partner engagement meetings
3	Refreshments	\$75	For lunches and refreshment for day-long training and meetings with State, family connects trainers, and partner engagement meetings
4	Incentives	\$100	Gift cards to incentivize community participation in activities to be determined
<b>Sub-total</b>		<b>\$10,000</b>	
Indirect costs/cost allocation		\$0	Will cover indirect costs with in-kind from County General Funds
<b>Total</b>		<b>\$10,000</b>	

3. Mini Grant Application

**Clatsop County Public Health  
Application for Universally Offered Home  
Visiting Community Alignment Mini-Grants**

---

**Section 1: Contact/Organizational Information**

Organization Name: Clatsop County Public Health  
Street address: 820 Exchange Street, Suite 100  
City/State: Astoria, Oregon  
Zip code: 97103  
Organization website: [www.co.clatsop.or.us](http://www.co.clatsop.or.us)  
Contact person: Michael McNickle  
Title: Director  
Phone number: 503-338-3686  
Email: [mmcnickle@co.clatsop.or.us](mailto:mmcnickle@co.clatsop.or.us)

---

**Community Alignment Vision**

The vision of Clatsop County Public Health for community alignment includes bridging the gap between our many community resources. There is a disconnect and many times services are being duplicated. We want to provide better access and delivery of our community resources to our families.

**Planned Activities – Timeline**

If awarded the community alignment mini grant, activities we would like to work on would include but not be limited to: reaching out to our community partners/stakeholders and include those not already aware of family connects and the plan for future implementation. With our community partners we hope to align this work within the existing health and resource service structure. We plan to continue exploration of our current

capacity and where we need to build capacity, through the end of 2019. We anticipate that we will meet with various community partners beginning in October, discuss and map out where our efforts intersect, and decide how we can best work together to support the system as a whole for these families.

We will gather information and perspectives from the community that we will serve through interviews with community members and those providers and agencies who serve these families.

### **Nexus Between Planned Activities and Execution of Vision**

The activities outlined above will allow us to gather the broad range of experiences needed to build this program as a community-based effort. Once these experiences have been collected, we will have a better understanding of the gaps and challenges our maternal child health community are facing. This will enable our family connects team to contribute to the formation of a more cohesive maternal child health network.

**EXHIBIT B**  
**Standard Terms and Conditions**

**1. 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 OHA or any other agency or department of the State of Oregon, or both, 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 for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. 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. This Section shall survive expiration or termination of this Agreement.

**2. Compliance with Law.**

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.

**3. Independent Parties.**

The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

**4. Grant Funds; Payments.**

- a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
- b. Disbursement Method. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must

maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to OHA on a OHA-approved form.

**5. Recovery of Overpayments.**

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.

**6. Reserved.**

**7. Contribution.**

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

With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State 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 the State on the one hand and of the 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. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

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

This Section shall survive expiration or termination of this Agreement.

**8. Indemnification by Subcontractors.**

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

**9. Default; Remedies; Termination.**

- a. Default by Recipient. Recipient shall be in default under this Agreement if:
- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
  - (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
  - (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
  - (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- b. OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
- (1) termination of this Agreement under Section 9.c.(2);
  - (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
  - (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or

- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
  - (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
  - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
  - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
  - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 9.a.
- (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

**10. Insurance.**

All employers, including Recipient, 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). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

**11. Records Maintenance, Access.**

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

**12. Information Privacy/Security/Access.**

If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

**13. Assignment of Agreement, Successors in Interest.**

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.

- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

**14. Resolution of Disputes.**

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

**15. Subcontracts.**

Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

**16. No Third Party Beneficiaries.**

OHA 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, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

**17. Severability.**

The parties agree that 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 the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

**18. Notice.**

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, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication

or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**OHA:** Office of Contracts & Procurement  
635 Capitol Street NE, Suite 350  
Salem, OR 97301  
Telephone: 503-945-5818  
Facsimile: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

**19. Headings.**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

**20. Amendments; Waiver; Consent.**

OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The 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. This Section shall survive the expiration or termination of this Agreement.

**21. Merger Clause.**

This Agreement 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.

**22. Limitation of Liabilities.**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

## EXHIBIT C

### SUBCONTRACTOR INSURANCE REQUIREMENTS

Local Government shall require its first tier contractor(s) (Contractor) 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 the contractors perform under contracts between Local Government and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a contractor to work under a Subcontract when the Local Government is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

#### TYPES AND AMOUNTS

##### **WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

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). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

##### **COMMERCIAL GENERAL LIABILITY:**

**Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL COVERAGE REQUIREMENTS:**

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

**TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, 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 this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and Local Government's acceptance of all Services required under this Subcontract, or, (ii) Local Government's or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Subcontract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

The Contractor or its insurer must provide at least 30 days' written notice to Local Government before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

**STATE ACCEPTANCE:**

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

IN THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

In the matter of the adjustment of the fiscal )  
year 2019-20 budget and appropriations by ) RESOLUTION AND ORDER  
authorizing expenditure of unanticipated grant )  
revenue from the Oregon Health Authority )  
for Contract 162474-0/mb )

It appearing to the Board that there is a need to make adjustments in the fiscal year 2019-20 by authorizing expenditure of unanticipated grant revenue awarded to The Public Health Department.

Where as the need for said adjustments, the purpose of the authorized expenditures and the amount of appropriations adjustments, is more particularly described in the Schedule of Revenue and Appropriation Adjustments attached hereto and incorporated herein as Schedule "A"; and

Where as it appearing to the Board that such adjustments are allowed pursuant to ORS 294.338(3); now, therefore, it is

RESOLVED AND ORDERED that the Schedule of Revenue and Appropriation Adjustments attached hereto as Schedule "A" be approved.

ADOPTED AND APPROPRIATED this 8<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

---

Chair

SCHEDULE A  
SCHEDULE OF APPROPRIATION ADJUSTMENTS

I. ADJUSTMENTS INVOLVING UNANTICIPATED GRANT REVENUE

<u>Organizational Unit/Fund</u>		<u>Increase</u>	<u>Decrease</u>
Babies First	007/4133/81-5196	\$ 10,000.00	
	007/4133/82-2129	\$ 10,000.00	

Comment:

Requesting budget authority for Babies First appropriations to be placed under Unapportioned Projects until such time appropriate need of transfer is reached.

*We are requesting budget authority to receive and expend the grant dollars in FY 2019-20.*

Prepared By: Robyn Doré, Public Health Fiscal Coordinator

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

January 8, 2020

---

**Issue/ Agenda Title:** 2019-2021 M57 Supplemental Funds Intervention Program

**Category:** Consent Calendar

**Prepared By:** Kristen Hanthorn, Lieutenant

**Presented By:** Kristen Hanthorn, Lieutenant

---

**Issues Before the Commission:** Should Clatsop County enter into an agreement with the State of Oregon to continue to provide effective interventions for drug addicted offenders under Clatsop County supervision?

**Informational Summary:** Clatsop County Parole & Probation is requesting the Board approve the 2019-21 Measure 57 Supplemental Funds Intervention Program Budget Summary and authorize the County Manager to execute both the agreement and Resolution and Order. Clatsop County receives supplemental funds from the State of Oregon to provide addiction treatment for certain repeat property offenders at risk of reoffending in accordance with OAR Chapter 291, Division 31. Clatsop County uses the supplemental funds to provide out-patient drug treatment, program materials and supplies, and to pay for sanction costs. Clatsop County Parole & Probation pays Clatsop County Corrections for jail bed days used by offenders who are participating in the Measure 57 program and are serving a jail sanction. The 2019-21 M57 Supplemental Funds total \$140,035.00. One-half of the Grant funds will be disbursed to County within 15 after execution of this Agreement. The second half of the Grant funds will be dispersed on July 1, 2020. Revenue is greater than projected and a Resolution and Order is requested to increase funding for urinalysis, supplies, and incentives.

**Fiscal Impact:** The Sheriff's Office estimated M57 revenue of \$65,300.00 during FY 19-20. Clatsop County will receive revenue of \$70,017.50 during the first year of the grant, an increase of \$4,717.50 of projected. A Resolution and Order adjusting revenue and appropriation authority is necessary to receive the additional revenue.

**Options to Consider:**

1. Approve the 2019-21 M57 Supplemental Funds Intervention Program Budget and authorize the County Manager to execute both the IGA # 5875 with the State of Oregon and the Resolution and Order.
2. A Choose not to approve the M57 Supplemental Funds Intervention Program.

**Staff Recommendation:** Option # 1.

**Recommended Action:**

*“Approve 2019-2021 M57 Supplemental Funds Intervention Program and authorize County Manager to sign IGA # 5875 with the State of Oregon and the Resolution and Order.”*

**Attachment List**

- A. 2019-2021 M57 Supplemental Funds Intervention Program and Budget.
- B. IGA# 5875 between Clatsop County and State of Oregon

**CLATSOP COUNTY**  
**2019-2021 M57 Supplemental Funds**  
**Intervention Program Budget Summary**

<b>Program Expenses</b> (please be detailed)	<b>17-19 M57 Supplemental Funds Carryover</b>	<b>19-21 M57 Supplemental Funds</b>	<b>Other State Funds</b>	<b>County/Local Funds</b>	<b>Total</b>
<b>A. Supervision Related Personnel Costs</b>  Salaries and wages (include position FTE and type)  Payroll taxes and benefits					0.00
<b>B. Materials and Services</b> <u>UA testing and supplies</u> <u>GED testing</u> <u>Bus tickets</u> <u>Clothing vouchers</u> <u>ID cards</u> <u>Workbooks</u>		10,035			10,035.
<b>C. Treatment Provider and/or Contracted Professional Services</b> <u>Intensive outpatient treatment and assessments</u>		60,000			60,000
<b>D. Sanction Costs (by type)</b>  <b>Jail sanctions \$65,000</b> <b>EM/SCRAM \$5,000</b>		70,000			70,000
<b>E. Capital Outlay and Start- Up Costs</b>					0.00
<b>Total</b>	0	\$140,035.			\$140,035

# CLATSOP COUNTY

## 2019-2021 M57 Supplemental Funds Intervention Program Summary



Clatsop County Sheriff's Office Parole and Probation Division provides intensive supervision and substance abuse outpatient treatment to drug addicted felony offenders under community supervision who do not qualify for other intensive drug treatment programs such as Adult Drug Court or Mental Health Treatment Court. Eighty percent of participants have been convicted or charged with crimes listed in ORS 137.717 and all score as a high or medium risk to re-offend on the Public Safety Checklist or other validated risk tool.

Clatsop County Sheriff's Office Parole and Probation Division identifies eligible Measure 57 offenders during the intake process. Those offenders with downward departure sentences are prioritized for M57 treatment slots.

Clatsop County Sheriff's Office Parole and Probation Division currently contracts with Choices Counseling, LLC to provide intensive outpatient treatment services to Measure 57 offenders. Choices Counseling, LLC also provides Jail-based services, such as motivational classes, one day a week at the Clatsop County Jail to engage with the offenders and help identify those offenders who may be ready to receive alcohol and drug treatment.

Measure 57 (M57) alcohol and drug treatment utilizes evidence-based practices that are theoretically rooted in cognitive behavioral therapy approaches. The program addresses six major risk factors associated with criminal conduct: anti-social/pro-criminal attitudes, values and beliefs, pro-criminal associates, temperament and personality factors. Criminogenic risk factors are addressed 80% of the time throughout the course of treatment. All therapeutic approaches are delivered with fidelity and the program strives to remain compliant with the Correctional Program Checklist (CPC) and all of its recommendations.

The M57 program is a minimum of nine months in duration. For the first six months of treatment, offenders will engage in evidence-based treatment contacts three times weekly. After six months of three contacts weekly, contacts can be reduced to one time weekly if the offender is moving appropriately through the stages of change. After nine consecutive months of treatment, contacts can be moved to one time monthly for three months if the offender is making remarkable progress. Offenders must be in the Action or Maintenance stage of change before receiving a notice of successful completion.

Offenders referred to M57 outpatient treatment are assessed with the ASAM assessment tool by Certified Alcohol and Drug Counselors. Further assessment tools, as available at the Texas Christian University website, [www.ibr.tcu.edu](http://www.ibr.tcu.edu),

# CLATSOP COUNTY

## 2019-2021 M57 Supplemental Funds Intervention Program Summary

shall be utilized to further assess an offender's needs as they arise in treatment. All offenders in the program shall have an active and relevant treatment plan.



Progress notes by Choices Counseling are completed within twenty-four (24) hours from the service and offender status reports are completed bi-weekly for offenders not in compliance and monthly for compliant offenders.

Theoretical models to be utilized by the M57 treatment program include structured social learning where new skills and behaviors are modeled, cognitive behavioral approaches that target criminogenic risk factors, and a family-based approach that educates the family on appropriate techniques for refining behavior. Evidence based programs utilized include, but are not limited to: Moral Reconciliation Therapy, Thinking for Change, alcohol and drug education, 12 step facilitation, Seeking Safety, Relapse Prevention by Gorski and New Directions, Motivational Interviewing, Solutions Focused Therapy, Cognitive Behavioral Therapy, and EMDR protocol for Addictions. Choices utilizes naltrexone and vivitrol as their Medically Assisted Treatment protocol. All therapeutic counseling approaches and curriculums used in the program must be delivered with fidelity and staff shall be appropriately and adequately trained to deliver evidence-based practices to reduce recidivism. Additional services will include individual treatment, placement and tracking of offenders referred to residential treatment, and inter-agency staffing.

The M57 program actively serves a minimum of ten (10) offenders referred by the Clatsop County Sheriff's Office, Parole & Probation Division with the expectation that the normal service delivery for ten (10) offenders being served at one time and a minimum of thirty (30) served annually. During the 2017-19 Biennium, Clatsop County provided Measure 57 treatment and services to 63 offenders.

Offenders in our M57 program are subject to swift, sure and fair sanctioning practices. Officers use interventions when appropriate and encourage positive behavior change by reinforcing with the use of incentives. Officers use the Administrative Sanctions Sanctioning Grid and Sanction Equivalency Table to determine appropriate responses to violations. The Clatsop County Jail is reimbursed for jail bed days used by offenders engaged in the M57 program at a current rate of \$104 per day. Clatsop County also uses GPS monitoring, SCRAM transdermal alcohol monitoring, Community Service, Day reporting and Work Crew (when available) to respond to violations. Incentives are used to reinforce and reward positive behavior.

# CLATSOP COUNTY

## 2019-2021 M57 Supplemental Funds Intervention Program Summary

Clatsop County currently uses an Intake Survey to gather data on each offender engaged in M57 treatment. Survey questions include social history, criminal history, substance abuse history, and employment history. The survey identifies areas where offender may need additional support-housing, food, medical services, identification, etc. Each M57 offender completes the 60-question survey upon entry into the program. Data collection will help identify gaps in services and progress towards performance measures (treatment completion, employment, stable housing, and recidivism rates for M57 offenders).



Clatsop County Parole and Probation works closely with the Local Public Safety Coordinating Council to review and recommend improvements in our Measure 57 program. We have developed a good relationship with our Jail Management which has allowed us to provide services to offenders/inmates in the jail setting. Our A&D treatment provider conducts weekly jail groups which helps us to identify offenders who may be appropriate for M57 treatment services. Our A&D Treatment provider also works with offenders to secure inpatient treatment referrals as needed.

INTERGOVERNMENTAL AGREEMENT #5875  
BETWEEN THE STATE OF OREGON AND CLATSOP COUNTY

TABLE OF CONTENTS

I	DEFINITIONS .....	2
II	AUTHORITY AND DURATION .....	3
III	PLAN AND PLAN MODIFICATION .....	3
IV	AMENDMENTS GENERALLY .....	4
V	DUTIES AND RESPONSIBILITIES OF COUNTY.....	4
VI	DEPARTMENT RESPONSIBILITIES.....	6
VII	PERFORMANCE GOALS .....	6
VIII	FUNDS.....	7
IX	NONCOMPLIANCE.....	7
X	INDEMNIFICATION. See Exhibit B.....	7
XI	TERMINATION .....	8
XII	COMPLIANCE WITH APPLICABLE LAW .....	8
XIII	ACCESS TO RECORDS.....	8
XIV	SURVIVAL .....	9
XV	GOVERNING LAW; JURISDICTION; VENUE .....	9
XVI	WAIVER.....	9
XVII	EXECUTION AND COUNTERPARTS.....	9
XVIII	NOTICE .....	9
XIX	MERGER; INTEGRATION .....	10
	EXHIBIT A COUNTY INTERVENTION PLAN and BUDGET SUMMARY .....	11
	EXHIBIT B INDEMNIFICATION .....	12

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

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

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

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

Whereas, Oregon Laws 2008, chapter 14 (Measure 57) was passed by voters of the State of Oregon increasing sentences for certain drug trafficking and theft crimes, requiring addiction treatment for certain offenders at risk of reoffending, and authorizing DEPARTMENT to make grants to counties to provide supplemental funding;

Whereas, supplemental funds have been made available to counties for treatment of drug-addicted persons, in accordance to OAR Chapter 291, Division 31;

Whereas, supplemental funds are made available to counties based on a formula that matches the COUNTY's percentage share of community corrections grant-in-aid funds;

Whereas, the DEPARTMENT will administer distribution of grants to counties;

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

## I DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement. Plan Modifications are NOT Amendments.
- B. Budget Summary: A budget submitted by COUNTY and approved by DEPARTMENT which identifies personnel, materials, services and funding COUNTY will use to implement the Plan. COUNTY's Intervention Budget Summary is described in Exhibit A.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All COUNTY agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. County Corrections Intervention Grant or Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan under this Agreement.

- F. County Intervention Plan or Plan: A document developed by the COUNTY and approved by the DEPARTMENT which describes COUNTY's approach to providing effective Interventions for drug addicted offenders under COUNTY supervision. The County Intervention Plan is described in Exhibit A, County Intervention Plan and Budget Summary.
- G. Intervention: A response to Participant compliance of conditions of the Plan.
- H. Participant: An offender, under supervision of the COUNTY and enrolled in the Plan.
- I. Plan Modification: A written change or alteration to the Plan promulgated by COUNTY modifying the Plan.
- J. Sanctions or Structured Sanctions: A response to offender violations of conditions of supervision that uses custody units.
- K. Statewide Evaluation and Information System: The Corrections Informations Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- L. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.
- M. Texas Christian University (TCU) Assessment Tool: The Texas Christian University Assessment tool, to be used on Participants in COUNTY program, mandated by the DEPARTMENT.

## II AUTHORITY AND DURATION

### A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520.

### B. Duration

This Agreement will become effective on **July 1, 2019** and will remain in effect until **June 30, 2021** or until terminated according to Section XI (*Termination*).

## III PLAN; PLAN MODIFICATIONS

- A. The Plan must be received and approved by DEPARTMENT before disbursements of Grant funds described in Section VIII can be made to COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. A copy of all Plan Modifications will be marked in sequence beginning with the

designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.
- D. Plan Modifications shall become effective upon the date the Plan Modification is approved in writing by the DEPARTMENT.

#### **IV AMENDMENTS GENERALLY**

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties. An Amendment shall become effective only after all parties have signed and all approvals have been obtained.

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

- A. COUNTY shall assume administrative responsibility to provide services as outlined in the Plan.
- B. COUNTY shall incorporate the principles described below into the Plan:
  - 1. Treatment programs shall be evidence-based. Evidence-based programs are delivered consistent with the findings in research about what works best to reduce recidivism.
  - 2. Assessment which is standardized, objective, and comprehensive shall be used to prioritize treatment, determine criminal risk factors, and to determine the proper level of care. Assessments of risk shall be based on actuarial risk assessment tools.
  - 3. Rules, requirements and expectations for Participants, including consequences for success and for failure are made formal and clear by an authority figure.
  - 4. An individual case plan shall be developed for each Participant. The case plan shall include criminal risk factors in addition to addiction that will be addressed in treatment.
  - 5. Treatment program design shall address issues of motivation. Treatment options shall be available for Participants consistent with their assessed stage of change.
  - 6. Treatment shall be based on cognitive and behavioral interventions and social learning approaches. Treatment programs shall be of sufficient length and intensity to produce stable behavior changes based on replacing old patterns of thinking and behaving and learning and practicing new skills for avoiding drug use and criminal behavior.

7. The Plan shall utilize a system of graduated Sanctions and incentives which are swift and sure and which encourage recovery goals while holding Participants accountable for non-compliance behaviors.
  8. Weekly random drug testing shall occur, however frequency may decrease as Participant progresses. There shall be a consequence for this or any other rule violation, but that consequence shall not automatically result in withdrawal from treatment. Sanctions shall be administered in a manner to assure longer stays in treatment which are associated with good outcomes.
  9. Co-ed treatment shall be avoided if possible.
  10. Programs shall include relapse prevention planning and comprehensive transition planning so that participants are more likely to adjust to the next level of care or change in living situation.
  11. Addictions treatment programs must be licensed by the State of Oregon to provide addictions treatment.
- C. COUNTY shall incorporate the following data requirements into the Plan:
1. COUNTY will identify Participants through the indicating 'Y' under the M57 Tx data field, located in the Treatment Module.
  2. The start and stop date of the actual program participation, as well as program exit code, will be entered into the CIS Treatment Module
  3. Program Participants will be assessed for level of severity of addiction, using the Texas Christian University assessment tool (available at no cost), and enter corresponding data as determined by DEPARTMENT.
- D. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information System in a complete, accurate, and timely manner. COUNTY acknowledges and agrees that DEPARTMENT has the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- E. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- F. COUNTY will follow DEPARTMENT's prescribed allotment and expenditure reporting system in accordance with Exhibit A. This system will be used for controlling County Corrections Intervention Grant funds by DEPARTMENT and to provide suitable records for an audit.

- G. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement.

**VI DEPARTMENT RESPONSIBILITIES.** The DEPARTMENT will:

- A. Participate according to this Agreement.
- B. Provide funding as described in Section VIII of this Agreement.
- C. Furnish COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- D. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- E. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- F. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.

**VII PERFORMANCE GOALS**

Interventions funded under this Agreement will be evaluated by the DEPARTMENT for treatment effectiveness. Goals for the evaluation are to determine if:

- A. Treatment programs are evidence-based, as evaluated by the Corrections Program Checklist.
- B. Recidivism is reduced: Participants will recidivate at lower rates than similar untreated offenders.
- C. Participants reduce drug use: Results of random urinalysis will be analyzed.
- D. Participants show evidence of improved community functioning: Improved community functioning will be measured by successful completion of the program and through the existing community corrections performance measures (successful completion of supervision, employment, payment of restitution and/or community service work).

## VIII FUNDS

- A. Exhibit A identifies the County Corrections Intervention Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Payment to COUNTY will be made in two payments. One-half of the Grant funds will be disbursed to County within 15 days after execution of this Agreement. The second half of the Grant funds will be disbursed on July 1, 2020.
- C. Both parties agree that all reallocations of Grant funds within programs shall require a Plan Modification.
- D. Unexpended Funds: Grant fund balances remaining at the termination of this Agreement may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- E. Unauthorized Expenditures: Any Grant funds disbursed to COUNTY that are expended for unauthorized purposes, or any Unexpended Funds not retained by COUNTY under Section VIII.E, will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT promptly upon DEPARTMENT's written request and no later than 15 days after DEPARTMENT's written request.
- F. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for Supplemental Funds. Unless amended, the maximum, not-to-exceed County Corrections Intervention Grant payable to COUNTY under this Agreement is \$140,035. The maximum Grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals.
- G. Disbursement of Grant funds under this Agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

## IX NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee of the Community Corrections Division shall review COUNTY's compliance with this Agreement. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.

If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with the Agreement or Plan, including but not limited to COUNTY has failed to meet standards of evidence-based treatment programs as required in Section V.B.1, DEPARTMENT and COUNTY shall proceed in accordance with OAR Chapter 291-031, to reach compliance or, if compliance is not obtained, to suspend funding.

**X INDEMNIFICATION.** See Exhibit B.

**XI TERMINATION**

- A. Parties Right to Terminate at its Discretion. At its sole discretion, any party to this Agreement may terminate this Agreement for its convenience upon 30 days' prior written notice.
- B. Parties may terminate this Agreement immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DEPARTMENT or COUNTY cannot lawfully perform its obligations under this Agreement.
- C. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension. This Agreement may be extended only by written consent of the parties hereto.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the contract including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon provides no funding. If there is reduced state funding, COUNTY may terminate the Agreement as described herein.

**XII COMPLIANCE WITH APPLICABLE LAW**

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

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

**XIII ACCESS TO RECORDS**

For not less than six (6) years after Agreement expiration, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized

representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of (i) the date that is not less than six (6) years following the Agreement expiration date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees full access to DEPARTMENT will be provided in preparation for and during litigation. Copies of applicable records shall be made available upon request. DEPARTMENT shall reimburse COUNTY for the cost of copies DEPARTMENT requests.

#### **XIV SURVIVAL**

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

#### **XV GOVERNING LAW; JURISDICTION; VENUE**

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

#### **XVI WAIVER**

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

#### **XVII EXECUTION AND COUNTERPARTS**

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

#### **XVIII NOTICE**

Except as otherwise expressly provided in this Agreement, any notices between the Parties to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to COUNTY or DEPARTMENT at the address or number set forth below, or to such other addresses or numbers as any Party may indicate pursuant to this section. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any notice given by personal delivery shall be effective when actually delivered to the Authorized Representatives listed below:

To DEPARTMENT: Jeremiah Stromberg, Assistant Director  
Community Corrections Division  
Department of Corrections  
2575 Center St. NE  
Salem, OR 97301  
Telephone: 503-945-8876  
Fax: 503-373-7810  
E-Mail: Jeremiah.P.Stromberg@doc.state.or.us

To COUNTY: Kristin Hanthorn, Director  
Clatsop County Sheriff's Office, Parole & Probation  
PO Box 540  
Astoria, OR 97103  
Telephone: 503-861-2875  
Fax: 503-861-0621  
Email: [khanthorn@co.clatsop.or.us](mailto:khanthorn@co.clatsop.or.us)

The Parties may change the persons named in this section by notice to the other Parties as provided herein. No amendment to this Agreement is required to make such change.

**XIX MERGER; INTEGRATION**

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

STATE OF OREGON  
DEPT. OF CORRECTIONS

CLATSOP COUNTY

\_\_\_\_\_  
Jeremiah Stromberg, Assistant Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title Date

Reviewed by the  
Oregon Attorney General's Office:

/s/  
\_\_\_\_\_  
Assistant Attorney General

**EXHIBIT A  
COUNTY INTERVENTION PLAN and BUDGET SUMMARY  
CLATSOP COUNTY  
(To be attached upon signature and return of Agreement by County)**

**EXHIBIT B  
INDEMNIFICATION  
CLATSOP COUNTY**

**Contribution**

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

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

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

**Alternative Dispute Resolution**

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

### **Indemnification by Subcontractors**

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

### **Subcontractor Insurance Requirements**

#### **GENERAL.**

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

#### **TYPES AND AMOUNTS.**

#### **PROFESSIONAL LIABILITY**

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

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services

required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Agency may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Agency approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

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

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

5  
6 In the Matter of the Adjustment of Fiscal )  
7 Year 2019-20 Revenue and Appropriations ) RESOLUTION AND ORDER  
8 For the M 57 Treatment Fund )  
9

10 WHEREAS, the State Legislature has authorized Clatsop County a 2019-21  
11 M57 Supplemental Funds Intervention Program Grant to provide enhanced  
12 services to drug addicted property crime offenders; and  
13

14 WHEREAS, adjustments in the FY 2019-2020 budget are necessary to  
15 properly receive the revenue from said grant and make appropriations for the  
16 project, as described in Schedule "A" attached hereto and incorporated herein by  
17 reference, which were not anticipated in the FY 2019-2020 budget; and  
18

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

24 IT IS HEREBY RESOLVED AND ORDERED that the FY 2019-2020 revenues and  
25 appropriations for the Parole and Probation Fund be increased as described in  
26 Schedule "A" attached hereto and incorporated herein by reference.  
27

28 DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
29

30  
31 BOARD OF COUNTY COMMISSIONERS  
32 FOR CLATSOP COUNTY, OREGON  
33

34  
35  
36 \_\_\_\_\_  
37 ,Chair  
38  
39  
40  
41

42  
43 Page 1 of 2-RESOLUTION AND ORDER  
44

SCHEDULE "A"

ADJUSTMENTS INVOLVING AN INCREASE IN REVENUE AND APPROPRIATIONS  
IN PAROLE AND PROBATION FOR A GRANT AWARD

<u>Organization Unit/Fund/Line Item</u>	<u>Increase</u>	<u>Decrease</u>
PAROLE AND PROBATION 024/2385/81-4245	\$4,720	
PAROLE AND PROBATION 024/2385/82-3011	\$2,360	
PAROLE AND PROBATION 024/2385/82-3013	\$2,360	

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

January 8, 2020

---

**Issue/ Agenda Title:** 2019-2021 Justice Reinvestment Grant Award  
**Category:** Consent Calendar  
**Prepared By:** Kristen Hanthorn, Lieutenant  
**Presented By:** Kristen Hanthorn, Lieutenant

---

**Issues Before the Commission:** Approve and adopt the agreement and authorize the County Manager to execute.

**Informational Summary:** Clatsop County has been awarded a 2019-21 Criminal Justice Commission Justice Reinvestment Grant in the amount of \$453,420.80. The grant revenue will fund our Pretrial Release program including full salary and benefits for two FTE (Pretrial Release Specialists); specialized training related to national pretrial standards for Court and Sheriff's Office staff; Alcohol/GPS monitoring and equipment; and CE Pretrial (program database software). Clatsop County began the Pretrial Release program in September 2017 using 2017-2019 JRI Grant funds. Since inception, Clatsop County has increased the appearance rate of pretrial defendants; reduced the length of stay in jail for pretrial defendants; maintained a high safety rate; and increased the success rate:

Clatsop Pretrial	Appearance Rate	Length of Stay	Safety Rate	Success Rate
Year 1	85.8%	4.8 days	96%	78.1%
Year 2	93.1 %	2.8 days	99 %	89.7%

Year 1= 09/01/2017 – 08/31/2018 Year 2 = 09/01/2018 – 08/31/2019

Definitions:

Appearance Rate – Percentage of supervised defendants who make all scheduled court appearances.

Detainee Length of Stay – The average length of jail stay for pretrial detainees.

Safety Rate- Percentage of defendants who are not charged with a new offense during the pretrial stage.

Success Rate- Percentage of cases that are closed with a successful outcome.

The Justice Reinvestment Grant includes 10% for nonprofit victims' services. Clatsop County elected to support The Harbor, Inc., The Lighthouse for Kids, and VOCA Camp. A breakdown of the budget is listed below:

	Grant Funds Awarded
Personnel	\$342,400.00
Supplies	\$29,800.00
Travel & Training	\$10,000.00
Equipment	\$1,020.00
Administrative	\$10,699.76
Other	\$7,000.00
10% Victims: The Lighthouse for Kids	\$11,530.00
10% Victims: The Harbor	\$30,971.04
10% Victims: The Healing Circle/V.O.C.A.	\$10,000.00
Total	\$453,420.80

**Fiscal Impact:**

Clatsop County has been awarded a 2019-2021 Criminal Justice Commission Justice Reinvestment Grant in the amount of \$453,420.80. The CJC will disburse the first award disbursement in the amount of \$113,355.20 within 30 days of the completed execution of the contract. The Parole & Probation Division estimated Justice Reinvestment Grant Revenue of \$235,850.00 for FY 19-20 during the budgeting process. Actual Grant Revenue will be \$9,139.60 less than projected. Appropriations to JRI Programs 024/2385/82-2524 will be reduced by \$4,140 and Transfer to Corrections Division 024/2385/82-8103 will be reduced by \$5,000.

**Options to Consider:**

1. Approve and adopt the agreement and authorize the County Manager to execute.
2. Decline the agreement with the resulting loss of revenue.

**Staff Recommendation:** Option # 1

**Recommended Action:**

*“Approve and adopt the 2019-2021 CJC Justice Reinvestment Grant Award and authorize the County Manager to execute.”*

**Attachment List**

- A. 2019-2021 Justice Reinvestment Grant Award letter.
- B. Criminal Justice Commission Grant Agreement.



Michael Schmidt  
Executive Director

December 16, 2019

Clatsop County  
Kristen Hanthorn  
PO Box 540  
Astoria, OR 97103

### COMMISSIONERS:

Robert Ball, Chairman  
Sen. Floyd Prozanski\*  
Rep. Duane Stark\*  
Jessica Beach  
Rob Bovett  
Wally Hicks  
Jessica Kampfe  
Sebastian Tapia  
Rod Underhill  
\*Non-Voting

Dear Kristen Hanthorn

On behalf of the Criminal Justice Commission (CJC), Clatsop County has been awarded \$453,420.80 under the 2019-21 Justice Reinvestment Grant Program. Attached please find the Grant Award Agreement and other conditions. This award is subject to all programmatic and financial requirements, including timely submissions of any reports, reimbursements and requests for information.

The CJC Commissioners approved your award as follows:

	Grant Funds Awarded
Personnel	\$342,400.00
Supplies	\$29,800.00
Travel & Training	\$10,000.00
Equipment	\$1,020.00
Administrative	\$10,699.76
Other	\$7,000.00
10% Victims: The Lighthouse for Kids	\$11,530.00
10% Victims: The Harbor	\$30,971.04
10% Victims: The Healing Circle/V.O.C.A.	\$10,000.00
Total	\$453,420.80

The CJC will disburse the grant funds in four installments. The CJC will disburse your first payment within 30 days following the completed execution of the contract. **The first award disbursement will be \$113,355.20.**

This grant project period will run from July 1, 2019 – December 31, 2021. The amount of your award eligibility was determined in accordance with the formula used to distribute baseline funding under ORS 423.483. Funding for the grants will be through state general funds.

**NEXT STEPS IN ACCEPTING THIS AWARD**

1. Please sign and return the attached **Grant Award Agreement** to CJC as soon as possible **electronically** to [cjcgrants@oregon.gov](mailto:cjcgrants@oregon.gov).
2. CJC will execute the agreement and return a fully executed **electronic** copy to you for your files

**ADDITIONAL GRANT REQUIREMENTS/INFORMATION**

**PROGRESS REPORTS**

Grantees are required to submit **quarterly** expenditure reports and **semi-annual** progress reports through the online grants system. The first expenditure and progress report is due **January 25, 2020**.

**SUBAWARD CONTRACTS/AGREEMENTS**

Grantees are responsible for notifying CJC of all sub-awardees. CJC reserves the right to obtain copies of all of our grantees' sub award contracts/agreements.

**GRANTS MANAGEMENT HANDBOOK**

The most current version of CJC's Grants Management Handbook is available [here](#).

CJC strives to create an inclusive environment that welcomes and values the diversity of the people we serve. The commission fosters fairness, equity, and inclusion to create a workplace environment where everyone is treated with respect and dignity regardless of race, color, religion, gender, disability, physical stature, age, national origin, sexual orientation, marital status or political affiliation. Recipients of grant funds are expected to comply with these state and federal laws.

If you have additional questions please do not hesitate to contact the Justice Reinvestment Program Manager, Ian Davidson, at [Ian.Davidson@oregon.gov](mailto:Ian.Davidson@oregon.gov) or (503) 378-6374.

Sincerely,



Michael Schmidt  
Executive Director  
Criminal Justice Commission  
885 Summer Street NE Salem, OR 97301

CRIMINAL JUSTICE COMMISSION  
JUSTICE REINVESTMENT GRANT PROGRAM  
GRANT AGREEMENT

885 Summer Street NE  
Salem, OR 97301

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission (“CJC”) and **Clatsop County**, (“Grantee” and, together with CJC, the “Parties”). This Agreement shall become effective on the later of July 1, 2019 or the date when this Agreement is fully executed and approved as required by applicable law.

**1. Grant.** In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$453,420.80** (the “Grant Funds”) to assist Grantee in implementing the project described in Exhibit A (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. Grantee shall implement the project in a substantially continuous manner during the Project Period and complete the Project no later than the Project End Date. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC’s obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

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

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Subagreement Insurance Requirements**

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.

**3. Reports.** Grantee shall submit the reports required by this section.

**a. Progress Reports.** Grantee shall submit to CJC reports every 6 months during Project implementation as well as such other reports and information on the Project as CJC may reasonably request (collectively, “Progress Reports”). Progress Reports must be received by CJC no later than January 25 and July 25 for the 6-month period preceding each of those dates. Progress Reports must be submitted through CJC’s grant administration website and contain all of the requested data. Grantee must receive prior approval from CJC to submit a Progress Report after its due date.

**b. Financial Reports.** Grantee shall submit to CJC a Financial Report each quarter detailing expenditures of Grant Funds during the prior calendar quarter. Financial

Reports must be received by CJC no later than October 25, January 25, April 25, and July 25 for the prior calendar quarter; provided, however, that the final Financial Report must be submitted no later than the earlier of 30 days after completion of the Project or 30 days after the Project End Date. Failure to submit a Financial Report by the due date could result in a suspension of further disbursement of Grant Funds in addition to other remedies arising from Grantee's default. Grantee must receive prior approval from CJC to submit a Financial Report after its due date.

#### 4. **Disbursement and Recovery of Grant Funds.**

**a. Disbursement Generally.** Subject to Section 4.b, CJC shall disburse the Grant Funds in four substantially equal installments no later than January 30, 2020, May 30, 2020, September 30, 2020, and January 30, 2021. The Grant Funds may be used solely for Eligible Costs incurred in carrying out the Project. "Eligible Costs" are the reasonable and necessary costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project, and that are not excluded by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

- i. Rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>.
- ii. When purchasing equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers, if any, to the CJC Grant Administrator at [cjcgrants@oregon.gov](mailto:cjcgrants@oregon.gov).
- iii. As specified in OAR 213-060-0050(3), no more than 10 percent of the Grant Funds may be used for administrative costs.

**b. Conditions Precedent to Disbursement.** CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Grantee is in compliance with the terms of this Agreement.
- iii. Grantee has, to the satisfaction of CJC and the Grant Review Committee, met its outcome or performance measures (as proposed in its Application and agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction of prison utilization.

iv. Grantee's representations and warranties set forth in Section 6 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

v. All Progress Reports due on or before the date of disbursement have been completed and submitted to CJC.

vi. All Financial Reports due on or before the date of disbursement have been completed and submitted to CJC.

**5. Recovery of Unexpended Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Project End Date must be returned to CJC. Grantee shall return all Unexpended Funds to CJC within 14 days after the earlier of termination of this Agreement, completion of the Project, or the Project End Date.

**6. Representations and Warranties of Grantee.** Grantee represents and warrants to CJC as follows:

**a. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee 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 Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee 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 Grantee's charter or other governing documents, (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 Grantee is a party or by which Grantee 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 Grantee of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, 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.** Grantee'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 State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**d. No Debarment.** Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state agency. Grantee

agrees to notify CJC immediately if it is debarred, suspended or otherwise excluded by any state agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

## 7. **Records Maintenance and Access; Audit.**

**a. Records, Access to Records and Facilities.** Grantee 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. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements. CJC, 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 Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

**b. Retention of Records.** Grantee 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 minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

**c. Expenditure Records.** Grantee shall document the expenditure of all funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

## 8. **Grantee Subagreements and Procurements**

**a. Subagreements.** Grantee may enter into agreements with subgrantees and subrecipients (“Subagreements”) for implementation of portions of the Project.

**i.** Each Subagreement must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Subagreement. Use of a Subagreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Grantee to CJC within ten (10) days of its discovery.

**b. Subagreement indemnity; insurance.**

*Each Grantee Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.*

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an 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 the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

Grantee shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

**c. Procurements.**

i. Grantee 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 and rules.

ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for

any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

**iii.** The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

**9. Default.** Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

**a.** Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to a failure to make progress on the four goals of the Justice Reinvestment Grant Program, as described in Exhibit A; or

**b.** Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by CJC to monitor implementation of the Project, the use of the Grant Funds or the performance by Grantee is untrue in any material respect when made.

**10. Remedies upon Default.** If Grantee's default is not cured within 30 calendar days of written notice thereof to Grantee from CJC or such longer period as CJC may authorize in its sole discretion, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement as provided in Section 11.a.ii, suspension of further disbursements of Grant Funds, recovery of Grant Funds (including but not limited to return, upon CJC's demand, of any Grant Funds expended in violation or contravention of one or more of the provisions of this Agreement), and declaration of ineligibility for the receipt of future awards from CJC.

## **11. Termination**

**a. Termination by CJC.** CJC may terminate this Agreement upon thirty (30) days advance written notice of termination to Grantee. In addition, CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

- i. Grantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
- ii. Grantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 10; or
- iii. Grantee takes an action without the approval of CJC that, under the provisions of this Agreement, requires the approval of CJC; or
- iv. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
- v. 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. The Project would not produce results commensurate with the further expenditure of funds.

**b. Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:

- i. After conferring with CJC, Grantee has determined that the requisite local funding to continue the Project is unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

**c. Effect of Termination.** Upon termination of this Agreement, CJC may end all further disbursements of Grant Funds. Termination of this Agreement shall not affect Grantee's obligations under this Agreement or CJC's right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant Funds actually received by Grantee or with respect to portions of the Project actually implemented. Specifically, but without limiting the generality of the preceding sentence, Sections 7 and 12 shall survive termination of this Agreement.

## 12. GENERAL PROVISIONS

**a. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Grantee relating to this Agreement or the Project and 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 contribution obligation with respect to the Third Party Claim.

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim), CJC 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 Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee 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 CJC on the one hand and of Grantee 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. CJC'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 CJC had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), Grantee 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 CJC in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of CJC 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 Grantee on the one hand and of CJC 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. Grantee'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; budget changes.** This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget in Exhibit A that do not increase the total budget amount. If Grantee's proposed changes do not alter any line item in the Project Budget by more than ten percent, the proposed changes to the Project Budget will be effective upon written approval by CJC delivered to Grantee as provided in Section 12.f. All other changes to the Project Budget must be implemented through a formal amendment to this Agreement before the changes become effective.

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for costs covered by Grant Funds under this Agreement from any agency of the State of Oregon or any other party, organization or individual.

**e. No Third Party Beneficiaries.** CJC and Grantee 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.

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

**f. Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC 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 12.f. Any notice personally delivered shall be deemed to be given when actually delivered. Any 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 CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other Party is expressly acknowledged in writing by the receiving party.

**g. Work Product.** To the extent it has the necessary rights, Grantee hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created,

produced or obtained as part of or in connection with the Project (“Work Product”). Grantee shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that the CJC own any intellectual property created, produced or obtained as part of or in connection with the Project, then Grantee shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

**h. Governing Law, Consent to Jurisdiction.**

**i.** 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.

**ii.** Any claim, action, suit or proceeding (collectively, "Claim") between CJC (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon (unless Oregon law requires that it be brought and conducted in another Oregon county). Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such form is an inconvenient forum.

**iii.** Notwithstanding Section 12.h.ii above, if a Claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 12.h.iii applies to a Claim brought against CJC or any other agency or department of the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon’s sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 12.h.iii is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**i. Compliance with Law.** Grantee 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. Without limiting the generality of the foregoing, Grantee 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.

**j. Insurance; Workers’ Compensation.** All employers, including Grantee, 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. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements.

**k. Independent Contractor.** Grantee shall implement the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee implements the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of implementing the Project. Grantee acknowledges and agrees that Grantee is not an “officer”, “employee”, or “agent” of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

**l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

**m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

**n. Integration and Waiver.** This Agreement, including all Exhibits, 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.

Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**Approved by Grantee**

---

Signature of Grantee Date

---

Name/Title

---

Federal Tax ID Number State Tax ID Number

**Approved by Criminal Justice Commission**

---

Michael Schmidt, Executive Director Date

**Approved for Legal Sufficiency**

---

Approved for Legal Sufficiency by AAG Sam Zeigler by email dated November 19, 2019

CJC Contact  
CJC Grant Administrator  
Ian Davidson  
885 Summer St. NE  
Salem, OR 97301-2524  
ian.davidson@oregon.gov  
503-378-6374

Grantee Contact  
Kristen Hanthorn  
PO Box 540  
Astoria, OR 97103  
khanthorn@co.clatsop.or.us  
503-338-3780

## EXHIBIT A

### Project Description and Budget

The goal of the Criminal Justice Commission’s *Justice Reinvestment Grant Program* (“Grant Program”) is to financially support Oregon localities in fulfilling the requirements of House Bill 3194 (2013) by reducing prison populations of offenders convicted of felonies described in ORS 137.717, 475.752 to 475.935, 811.182, 813.010, or 813.011 and averting future prison construction; reducing recidivism through evidence-based practices and data-driven research; increasing public safety through collaboration; and increasing offender accountability.

The Grant Program requires a data-driven approach to (1) analyze criminal justice trends to understand drivers of local prison use; (2) promote the effective implementation of investments that increase public safety and improve offender accountability; (3) measure the impact of policy changes and reinvestment resources; and (4) tie results to future funding. Accordingly, Grantee shall base implementation of its Project on existing research and evidence-based practices.

In implementing its Project, Grantee shall establish a process to assess offenders in its county and provide a continuum of community-based sanctions, services and programs that results in progress on the following four goals of the Grant Program: (1) reducing recidivism of offenders, (2) reducing utilization of prison capacity by offenders convicted of felonies described in ORS 137.717, 475.752 to 475,935, 811.182, 813.010, or 813.011, (3) increasing public safety, and (4) holding offenders accountable.

Project Start Date: July 1, 2019  
 GRANT #: JR-19-004  
 GRANTEE PROGRAM CONTACT:  
 Kristen Hanthorn  
 EMAIL: [khanthorn@co.clatsop.or.us](mailto:khanthorn@co.clatsop.or.us)  
 TELEPHONE: 503-338-3780

Project End Date: December 31, 2021  
 GRANTEE FISCAL CONTACT:  
 Kayla Pugh  
 EMAIL: [kpugh@co.clatsop.or.us](mailto:kpugh@co.clatsop.or.us)  
 TELEPHONE: 503-338-3792

**BUDGET SUMMARY:**

	Grant Funds Awarded
Personnel	\$342,400.00
Supplies	\$29,800.00
Travel & Training	\$10,000.00
Equipment	\$1,020.00
Administrative	\$10,699.76
Other	\$7,000.00
10% Victims: The Lighthouse for Kids	\$11,530.00
10% Victims: The Harbor	\$30,971.04
10% Victims: The Healing Circle/V.O.C.A.	\$10,000.00
<b>Total</b>	<b>\$453,420.80</b>

## EXHIBIT B

### Subagreement Insurance Requirements

Grantee shall require each other party to a Subagreement that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, CERTIFICATES OF INSURANCE, and NOTIFICATION OF CHANGE OR CANCELLATION before the subgrantee performs under Subagreement, 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 CJC. Grantee shall not authorize a subgrantee to begin work under a Subagreement until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subagreements permitting it to enforce subgrantee compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subagreement as permitted by the Subagreement, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a subgrantee to work under a Subagreement when the Grantee is aware that the subgrantee is not in compliance with the insurance requirements.

#### TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Workers' Compensation Insurance as required by applicable workers' compensation laws for persons performing work under a Subagreement including Employers' Liability Insurance with limits not less than \$500,000 each accident.

ii. **PROFESSIONAL LIABILITY**

Required by CJC    Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subagreement, in an amount not less than  \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the subgrantee shall provide Tail Coverage as stated below.

iii. **COMMERCIAL GENERAL LIABILITY.**

Required by CJC    Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations and contractual liability coverage for the indemnity

amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

iv. AUTOMOBILE LIABILITY.

Required by CJC    Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, CJC, and their officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the Subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance is on a "claims made" basis and does not include an extended reporting period of at least 24 months, the subgrantee 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 Subagreement, for a minimum of 24 months following the later of : (i) the subgrantee's completion and Grantee's acceptance of all work required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the subgrantee a certificate(s) of insurance for all required insurance before the subgrantee performs under the Subagreement. The certificate(s) list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that subgrantee shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance, CJC has the right to request copies of the certificate(s) or insurance policies relating to the insurance requirements in this Agreement.

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

INSURANCE REQUIREMENT REVIEW. Grantee agrees to periodic review of insurance requirements by CJC under this agreement and to provide updated requirements as mutually agreed upon by Grantee.

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

January 9, 2020

---

**Issue/ Agenda Title:** Intergovernmental Agreement between Knappa School District and Clatsop County, Public Health; Clatsop Contract C7129

**Category:** Consent Calendar

**Prepared By:** Robyn Doré, Fiscal Coordinator, Public Health Dept

**Presented By:** Michael McNickle, Director, Public Health Dept

---

**Issues Before the Commission:** Request of Authorization for County Manager to approve and sign Intergovernmental Agreement between Knappa School District and Clatsop County, Public Health; Clatsop Contract C7129

We are also requesting the approval of attached Resolution and Order related to Clatsop Contract C7129 in the amount of \$ 30,000.00 to increase the current FY 2019-20 budget and appropriations authority.

**Informational Summary:** Knappa School District has requested an assessment of the Districts needs for the operation of a School Based Health Center at Knappa Elementary School located on the Knappa School District campus at 41535 Old Highway 30 in Astoria, OR.

The assessment is a requirement in order to progress towards grant funding to further support the Districts' plans of establishing a School Based Health Center.

**Fiscal Impact:** \$ 30,000.00 in funding will be dispersed upon receipt of monthly invoices of \$ 5,000.00 beginning January 2020 with the last payment being processed June 2020.

### Options to Consider:

1. Approve the Intergovernmental Agreement between Knappa School District and Clatsop County, Public Health; Clatsop Contract C7129.
2. Do not approve the Intergovernmental Agreement.

**Staff Recommendation:** Option # 1

**Recommended Action:**

*Approve the Intergovernmental Agreement between Knappa School District and Clatsop County, Public Health; Clatsop Contract C7129.*

**Attachment List**

- A. Copy of Intergovernmental Agreement between Knappa School District and Clatsop County, Public Health; Clatsop Contract C7129.
- B. Resolution and Order
- C. Schedule A

C7129

CLATSOP COUNTY  
KNAPPA SCHOOL DISTRICT #4  
SCHOOL BASED HEALTH CENTER  
INTERGOVERNMENTAL AGREEMENT

This Agreement (“Agreement”) between Clatsop County, a political subdivision of the state of Oregon (“County”), and the Knappa School District, #4 (“District”), (collectively the “parties”) is for the needs assessment for a School Based Health Center (“SBHC”) at District facilities.

RECITALS

1. WHEREAS, County and District are authorized pursuant to ORS Chapter 190 to enter into an intergovernmental Agreement for the performance of any or all functions which either party to the Agreement has the authority to perform; and
2. WHEREAS, County and District intend and desire through this Agreement to allow the County to assess the District needs for the operation of a School Based Health Center at Knappa Elementary School located on the Knappa School District campus at 41535 Old Highway 30, Astoria OR 97103.

IT IS HEREBY AGREED by and between the parties for and in consideration of the mutual promises and obligations contained herein, as followed:

1. *Effective Date.* The effective date of this Agreement shall be the date on which it is signed by both parties.
2. *Term.* The term of this Agreement shall be until the School Based Health Center needs assessment is complete based on the State’s best practices, or by May 15, 2020, whichever is earlier.
3. *Responsibilities of County.*
  - a. In conjunction with District, develop a needs assessment governed by the standards and requirements of the Oregon School Based Health Center Program, Standards for Certification (*Version 4*), and any applicable amendments to that document.
4. *Responsibilities of District.*
  - a. Advise County on the development of a program governed by the standards and requirements of the Oregon School Based Health Center Program, Standards for Certification (*Version 4*) and provide staff assistance for meetings of any advisory board created under Section 5.

b. In conjunction with County, develop a needs assessment for a School Based Health Center, meeting the requirements of the State Standard of Certification.

c. \$30,000 in funding from the State of Oregon will be disbursed upon receipt of monthly invoices of \$5,000.00 beginning in January 2020 with the last payment being June 2020.

5. *Advisory board.* County and District may together appoint an advisory board comprised of party representatives, school parents and guardians, and community residents as volunteers to review and comment on the needs assessment for a SBHC

6. *Governing Law and Venue.* Any dispute under this Agreement shall be governed by Oregon law with venue being located in Clatsop County, Oregon.

7. *Termination.* Each party shall have the right to terminate its participation in this Agreement by providing at least sixty (60) days advance written notice of its intention to withdraw from the contract to the other party. Termination of this Agreement shall not affect any obligations or liabilities accrued prior to the expiration of the 60 days.

8. *Assignment and Delegation.* District may not assign or delegate its duties and responsibilities hereunder to any other individual or agency without the prior written consent of County.

9. *Non-Discrimination.* The parties agree to comply with the provisions of Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county and local statutes and rules. The parties agree that no person shall suffer unlawful discrimination in the performance of this Agreement on the basis of race, color, creed, national origin, sex, sexual orientation, marital status, or other protected legal status.

10. *Independent contractor.* It is understood and agreed that the Parties, while performing services pursuant to this Agreement, are at all times acting and performing as independent contractors to each other. Neither party is, by virtue of this Agreement, a partner nor a joint venturer with the other in connection with activities carried out under this Agreement and shall have no obligation with respect to the other party's debts or any other liability or obligation of the other party of whatever kind or nature.

11. *Indemnity.* The parties shall defend, indemnify and hold harmless each other, their agents, servants and employees, respectively, against all claims, demands, and/or judgments (including attorney fees) made or recovered against them for damages to real or personal

property, or for bodily injury or death to any person arising out of or in connection with this Agreement, to the extent such damage, injury, or death is caused by the negligence or intentional wrongful act of the other party, its employees, servants or agents.

*12. Attorneys' Fees.* In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

*13. No Waiver of claims.* The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or of any other provision or provisions of this Agreement.

*14. Entire Agreement.* If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.

*15. Insurance.* At all times work is performed under this Agreement, both parties agree to maintain Commercial General Liability insurance with minimum limits equal to the liability limits as set by the Oregon Revised Statutes for a public entity (ORS 30.260 et seq.) aggregate and naming each other as an additional insured, and to provide evidence of insurance.

*16. Amendments.* The Parties agree that the contract may be modified or amended only by mutual Agreement of the Parties, confirmed in writing.

*17. Notices.* Each party shall give the other prompt notice in writing of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Agreement. The following persons are the designated representatives for the administration of this Agreement and shall receive all notices required in the performance under the Agreement's terms.

b. For County: Michael McNickle, Director Clatsop County Public Health

c. For District: Ms. Paulette Johnson, Superintendent

DATED this 18th day of December, 2019.

Signatures

In witness, each party to this Agreement has caused it to be executed on the date indicated below.

Clatsop County  
(County)

Knappa School District #4  
(District)

By: Don Bohn

By: Paulette Johnson

\_\_\_\_\_  
Signature

  
Signature

Title: County Manager

Title: Superintendent

Date: \_\_\_\_\_

Date: 12/18/2019

IN THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

In the matter of the adjustment of the fiscal )  
year 2019-20 budget and appropriations by ) RESOLUTION AND ORDER  
authorizing expenditure of unanticipated )  
contract revenue from Knappa School District )  
Clatsop County Contract C7129 )

It appearing to the Board that there is a need to make adjustments in the fiscal year 2019-20 by authorizing expenditure of unanticipated grant revenue awarded to the Public Health Dept.

Where as the need for said adjustments, the purpose of the authorized expenditures and the amount of appropriations adjustments, is more particularly described in the Schedule of Revenue and Appropriation Adjustments attached hereto and incorporated herein as Schedule "A"; and

Where as it appearing to the Board that such adjustments are allowed pursuant to ORS 294.338(3); now, therefore, it is

RESOLVED AND ORDERED that the Schedule of Revenue and Appropriation Adjustments attached hereto as Schedule "A" be approved.

ADOPTED AND APPROPRIATED this 8<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

\_\_\_\_\_  
Chair

SCHEDULE A  
SCHEDULE OF APPROPRIATION ADJUSTMENTS

I. ADJUSTMENTS INVOLVING UNANTICIPATED Contract REVENUE

<u>Organizational Unit/Fund</u>		<u>Increase</u>	<u>Decrease</u>
Community Health	007 / 4110 / 81-7320	30,000.00	
	007 / 4110 / 82-2497	30,000.00	

Comment:

*We are requesting budget authority to receive and expend contract dollars in FY 2019-20.*

Prepared By: Robyn Doré  
Clatsop County Contract # C7129

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

January 8, 2020

---

**Issue/ Agenda Title:** Intergovernmental Agreement – Contract # 159804 Amendment # 5 between Oregon Health Authority (OHA) and Clatsop County Department of Public Health;

**Category:** Consent Calendar

**Prepared By:** Robyn Doré, Fiscal Coordinator, Public Health

**Presented By:** Michael McNickle, Director, Public Health

---

**Issues Before the Commission:** Request of Authorization for County Manager to approve Amendment # 5 under Contract # 159804 between Oregon Health Authority (OHA) and Clatsop County Department of Public Health for a total of \$ 72,486.00.

**Informational Summary:** Additional funds have been awarded for the following program elements;

- PE27– 06; Prescription Drug Overdose Program (PDOP) \$ 41,667.00
- PE51-02 – Regional Partnership Implementation, Public Health Modernization \$ 30,819.00

**Fiscal Impact:** These are expected funds for IGA Contract 159804 and have already been calculated into our approved FY19/20 budget. Therefore, no further budget adjustments are needed at this time.

**Options to Consider:**

1. Approve the IGA Contract # 159804 Amendment # 5
2. Do not approve the Intergovernmental Agreement Amendment # 5

**Staff Recommendation:** Option # 1

**Recommended Action:**

*Approve the OHA/Clatsop County Department of Public Health Intergovernmental Agreement No. 159804 Amendment No. 5, authorizing the County Manager to sign the agreement as set forth.*

**Attachment List**

- A. Copy of Intergovernmental Agreement 159804-5



Agreement #159804

**FIFTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Fifth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clatsop County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clatsop County.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2020 (FY20) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

**AGREEMENT**

- Exhibit A “Definitions”, Section 18 “Program Element” is amended to replace or add the Program Element titles and funding source identifiers as follows:

<b>PE NUMBER AND TITLE • SUB-ELEMENT(S)</b>	<b>FUND TYPE</b>	<b>FEDERAL AGENCY/ GRANT TITLE</b>	<b>CFDA#</b>	<b>HIPAA RELATED (Y/N)</b>	<b>SUB-RECIPIENT (Y/N)</b>
PE 27 Prescription Drug Overdose Prevention (PDOP) • PE 27-01 Prescription Drug Overdose (PDO)	FF	CDC/Injury Prevention and Control Research and State and Community Based Programs	93.136	N	Y
• PE 27-03 Gap Funding (OSTR/PDO)	FF	CDC/Injury Prevention and Control Research and State and Community Based Programs	93.136	N	Y
• PE 27-04 Naloxone Project (SOR)	FF	SAMHSA/Opioid STR	93.788	N	Y
• PE 27-05 Bridge Funding (PDO/SOR)	FF	SAMHSA/Opioid STR	93.788	N	Y
• PE 27-06 PDOP Planning	FF	CDC/Injury Prevention and Control Research and State and Community Based Programs	93.136	N	Y

# DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

**Document number:** 159804-5, hereinafter referred to as "Document."

I, Don Bohn County Manager  
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Clatsop County Dept of Public Health by email.

**Contractor's name**

On 12/19/19,  
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

\_\_\_\_\_  
Authorizing signature

\_\_\_\_\_  
Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

- 2. Section 1 of Exhibit C entitled “Financial Assistance Award” of the Agreement for FY20 is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
- 3. Exhibit J “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
- 4. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
- 5. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- 6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 7. The parties expressly ratify the Agreement as herein amended.
- 8. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
- 9. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

**10. Signatures.**

By: \_\_\_\_\_  
 Name: /for/ Lillian Shirley, BSN, MPH, MPA  
 Title: Public Health Director  
 Date: \_\_\_\_\_

**CLATSOP COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

By: \_\_\_\_\_  
 Name: Don Bohn  
 Title: County Manager  
 Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Approved by Steven Marlowe, Senior Assistant Attorney General on July 26, 2019. Copy of emailed approval on file at OHA, OC&P.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

By: \_\_\_\_\_  
 Name: Derrick Clark (or designee)  
 Title: Program Support Manager  
 Date: \_\_\_\_\_

**Attachment A  
Financial Assistance Award (FY20)**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 3	
<b>1) Grantee</b> Name: Clatsop County		<b>2) Issue Date</b> December 09, 2019	<b>This Action</b> AMENDMENT FY 2020	
Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip Code: 97103		<b>3) Award Period</b> From July 1, 2019 Through June 30, 2020		
<b>4) OHA Public Health Funds Approved</b>				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
PE01-01 State Support for Public Health	47,343	0	47,343	
PE12 Public Health Emergency Preparedness and Response (PHEP)	76,549	0	76,549	
PE13-01 Tobacco Prevention and Education Prgram (TPEP)	125,000	0	125,000	
PE27-01 PDOP - Prescription Drug Overdose (PDO)	15,916	0	15,916	
PE27-04 PDOP Naloxone Project (SOR)	50,000	0	50,000	
PE27-05 PDOP Bridge (PDO/SOR)	41,665	0	41,665	
PE27-06 PDOP Planning	0	41,667	41,667	
PE36 Alcohol & Drug Prevention Education Program (ADPEP)	61,250	0	61,250	
PE40-01 WIC NSA: July - September	39,835	0	39,835	
PE40-02 WIC NSA: October - June	119,506	0	119,506	
PE40-05 Farmer's Market	733	0	733	
PE42-03 MCAH Perinatal General Funds & Title XIX	2,066	0	2,066	
PE42-04 MCAH Babies First! General Funds	6,604	0	6,604	
PE42-06 MCAH General Funds & Title XIX	3,876	0	3,876	
PE42-07 MCAH Title V (July-Sept)	5,231	0	5,231	
PE42-08 MCAH Title V (Oct-June)	15,692	0	15,692	
PE43 Public Health Practice (PHP) - Immunization Services (Vendors)	12,988	0	12,988	
PE46-02 RH Community Participation & Assurance of Access (July - Mar)	0	0	0	

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 3	
<b>1) Grantee</b> Name: Clatsop County		<b>2) Issue Date</b> December 09, 2019		<b>This Action</b> AMENDMENT FY 2020
Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip Code: 97103		<b>3) Award Period</b> From July 1, 2019 Through June 30, 2020		
<b>4) OHA Public Health Funds Approved</b>				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
PE46-03 RH Community Participation & Access (State Funds)	15,335	0	15,335	
PE46-04 RH Community Participation & Access Federal Funds (July-Mar)	600	0	600	
PE50 Safe Drinking Water (SDW) Program (Vendors)	11,197	0	11,197	
PE51 Public Health Modernization Implementation	12,500	0	12,500	
PE51-01 LPHA Leadership, Governance and Program Implementation	40,971	0	40,971	
PE51-02 Regional Partnership Implementation	135,000	30,819	165,819	
	839,857	72,486	912,343	
<b>5) Foot Notes:</b>				
PE01-01	1	Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.		
PE01-01	2	8/2019: SFY20 Award amended for increase for July 1, 2019-June 30, 2020. Previous footnotes are void and replaced by this one.		
PE13-01	1	Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd		
PE13-01	2	8/2019: Award is 5 months (July-November 2019) of bridge TPEP funding and will be paid out at 1/5th, all previous footnotes are void and replaced by this one.		
PE40-05	1	7/2019: Funding available SFY2020 July - December 2019		
PE42-07	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-08	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE46-03	1	7/2019: Funding is for July 15, 2019 - June 30, 2020		
PE46-04	1	7/2019: Funding for July 1-14, 2019		
PE51	1	Initial SFY20: Initial award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.		
PE51	2	9/2019: SFY20 award is for the period of 7/1/19 to 9/30/19 only. Previous footnotes are void and replaced by this one.		
PE51-01	1	9/2019: Funding is for period of October 1, 2019-June 30, 2020		
PE51-02	1	9/2019: Funding is for period of October 1, 2019-June 30, 2020		
<b>6) Comments:</b>				
PE12	11/2019: \$2,262 award increase for scholarship funding for Oregon Prepared or OR-Epi			

<b>State of Oregon Oregon Health Authority Public Health Division</b>		Page 3 of 3
<b>1) Grantee</b> Name: Clatsop County  Street: 820 Exchange, Suite 100 City: Astoria State: OR Zip Code: 97103	<b>2) Issue Date</b> December 09, 2019	<b>This Action</b> AMENDMENT FY 2020
		<b>3) Award Period</b> From July 1, 2019 Through June 30, 2020
<b>4) OHA Public Health Funds Approved</b>		
<b>Program</b>	<b>Award Balance</b>	<b>Increase/ (Decrease)</b>
<b>New Award Bal</b>		
PE13-01	8/2019: Amending to add 2 months of funding (total award is now for July-November 2019)	
PE13-01	11/2019: Amending award total to \$125,000 for SFY20 (July 2019-June2020) All previous footnotes and comments are void and replaced by this one.	
PE27-01	Initial SFY20: \$15,916 In FY20, Available 7/1/19-8/31/19 ONLY, Is Balance (2/12THS) Of PDO Year 4 Funding	
PE27-04	8/2019: \$50,000 in FY20 Available 9/1/19-6/30/20.	
PE27-05	8/2019: \$41,665 in FY20 Available 9/1/19-1/31/20.	
PE27-06	12/2019: Award of \$41,666.65 in SFY20 Available 2/1/20-6/30/20	
PE40-01	Initial SFY20: spend \$7,967 Nutrition Education, \$1,566 Breastfeeding Promotion by 9/30/19	
PE40-02	Initial SFY20: spend \$23,901 Nutrition Education, \$4,697 Breastfeeding Promotion by 6/30/20	
PE46-02	7/2019: Reducing award to \$0 and re-allocating award to PE46-03 and PE46-04	
PE46-03	7/2019: State Funding for July 15, 2019 – June 30, 2020	
PE46-04	7/2019: Federal Funding for July 1 – July 14, 2019 only	
PE51	Initial SFY20: Estimated Award for July 1, 2019 - September 30, 2019	
PE51-02	12/2019: Adding \$30,819 for the period of 10/01/19 to 6/30/20	
<b>7) Capital outlay Requested in this Action:</b>		
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.		
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>
<b>PROG APPROV</b>		

**Attachment B**  
**Information required by CFR Subtitle B with guidance at 2 CFR Part 200**

**PE27-06: PDOP Planning**

Funding Information Table

Federal Award Identification Number (FAIN):	6 NU17CE925018-01-01
Federal Award Date:	11/13/2019
Performance Period:	09/01/2019-08/31/2020
Federal Awarding Agency:	CDC
CFDA Number:	93.136
CFDA Name:	Injury Prevention and Control Research and State and Community Based Programs
Total Federal Award:	\$3,034,987
Project Description:	Oregon Overdose Data To Action (OD2A)
Awarding Official:	Barbara (Rene) Benyard
Indirect Cost Rate:	14.90%
Research and Development (Y/N):	No

**PCA:** 52852

**INDEX:** 50339

Agency/Contractor	DUNS	Amount
Clatsop	118455844	\$41,667

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

January 8, 2020

---

**Issue/ Agenda Title:** Second reading and possible adoption of Ordinance 2019-05 Amending Code to provide for semi-annual distribution of transient lodging tax for jail operations

**Category:** Public Hearing

**Prepared By:** Heather Reynolds, County Counsel

**Presented By:** Monica Steele, Assistant County Manager

---

**Issues Before the Commission:** This is the continuation of the public hearing and second reading and possible adoption of ordinance 2019-05 to provide for semi-annual distribution of transient lodging taxes

**Informational Summary:** Clatsop County Code §3.28.190 provides for annual distribution of the 1% transient lodging tax collected for jail operation and tourism facilities and promotion. The cities have asked that the tax collected be distributed semi-annually. County staff supports this request.

**Fiscal Impact:** N/A

**Options to Consider:**

1. Take public testimony, close the public hearing, adopt Ordinance 2019-05 to amend Clatsop County Code §3.28 to provide for distribution on a semi-annual basis, and conduct the second reading by short title only.
2. Take public testimony, close the public hearing, and do not adopt the ordinance.

**Staff Recommendation:** Option #1

**Recommended Action:** *Approve the adoption of Ordinance 2019-05 to amend Clatsop County Code §3.28 to provide for distribution on a semi-annual basis and conduct the second reading by short title only.*

**Attachment List**

- A. Ordinance 2019-05

IN THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

ORDINANCE ) AN ORDINANCE AMENDING  
NO. 2019-05 ) CLATSOP COUNTY CODE §3.28  
) (ORDINANCE 2018-07) TO PROVIDE  
) FOR DISTRIBUTION ON A  
) SEMI-ANNUAL BASIS

The Board of Commissioners of Clatsop County ordains as follows:

**SECTION 1. SHORT TITLE**

This ordinance shall be entitled and shall be known as the “Ordinance Amending Clatsop County Code §3.28 (Ordinance 2018-07) to provide for distribution on a semi-annual basis”.

**SECTION 2. PURPOSE**

The purpose of this ordinance is to address tax payment by transient lodging intermediaries and vacation rental management companies, and update definitions, exemptions and the lien foreclosure process.

**SECTION 3. CONFORMANCE OF STATE LAW**

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

**SECTION 4. INCONSISTENT PROVISIONS**

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

**SECTION 5. SEVERABILITY**

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

**SECTION 6. ADOPTION CLAUSE**

The Board of Commissioners hereby amends Clatsop County Code §3.28.190 (Ordinance 2018-07 §6) as follows:



# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

January 8, 2020

---

**Issue/ Agenda Title:** Tobacco Retailers Licensing Ordinance 2019-03 *Second Reading*

**Category:** Public Hearing

**Prepared By:** Heather Reynolds, County Counsel

**Presented By:** Michael McNickle, Director of Public Health

---

**Issues Before the Commission:** This is the continuation of the public hearing, possible adoption and second reading for ordinance 2019-03 licensing Tobacco Retailers in Clatsop County.

**Informational Summary:** Tobacco use significantly impacts public health, and tobacco use by teenagers, including vaping or other use of an inhalant delivery system, causes addiction and creates lifelong health issues for them. Your Board first considered this ordinance in September of 2019 and tabled it for further discussion with the cities. You then conducted a first reading of the revised ordinance and took testimony on December 11, 2019. The goal of this ordinance is to prohibit access to tobacco products by teenagers and prohibit unregulated sale of tobacco products in general. This ordinance would be applicable County-wide. Should your Board choose to adopt this ordinance, it is anticipated that every city in the County will adopt it by reference. The ordinance and its intended purposes have been presented to every city council in the County, and all were supportive. It has been vetted by a number of major tobacco retailers, and they were also supportive

**Fiscal Impact:** The ordinance will be enforced by the County Health Department, including within the cities, with the cost of enforcement covered by the licensing fee.

**Options to Consider:**

1. Take public testimony, close the public hearing, and adopt Ordinance 2019-03 Licensing Retail Sales of Tobacco Products and conduct the second reading of Ordinance 2019-03 by short title only.
2. Take public testimony, close the public hearing, and do not adopt the ordinance.

**Staff Recommendation:** Option 1

**Recommended Motion:**

*"I move that the Board adopt Ordinance 2019-03 Licensing Retail Sales of Tobacco Products and conduct the second reading of Ordinance 2019-03 by short title only."*

**Attachment List**

- A. Ordinance 2019-03



A scrivener's error in any portion of this ordinance or its attachments may be corrected by order of the Board of County Commissioners.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall be effective 30 days after passage.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY, OREGON

\_\_\_\_\_  
Sarah Nebeker, Chair

By \_\_\_\_\_  
Theresa Dursse, Recording Secretary

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

## EXHIBIT A

### 1. Definitions.

The following words and phrases, whenever used in this ordinance, shall have the meanings defined herein unless the context clearly requires otherwise:

- A. “Arm’s Length Transaction” means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of any violations of this ordinance is not an Arm’s Length Transaction.
- B. “Cigar” means any roll of tobacco that is wrapped in tobacco leaf or in any substance containing tobacco, with or without a tip or mouthpiece, and that is not defined as a cigarette under Oregon Revised Statutes Section 323.010.
- C. “Department” means Clatsop County Public Health and any agency or Person designated by the Department to enforce or administer the provisions of this ordinance.
- D. “Flavored Product” means any Licensed Product that contains a taste or smell, other than the taste or smell of tobacco, that is distinguishable by an ordinary consumer either prior to or during the consumption of the product, including, but not limited to, any taste or smell relating to chocolate, cocoa, menthol, mint, wintergreen, vanilla, honey, fruit, or any candy, dessert, alcoholic beverage, herb, or spice. A public statement or claim, whether express or implied, made or disseminated by the manufacturer of a licensed product, or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such products, that a product has or produces a taste or smell other than a taste or smell of tobacco will constitute presumptive evidence that the product is a Flavored Product.
- E. “Inhalant Delivery System” means a device that can be used to deliver nicotine or cannabinoids in the form of a vapor or aerosol to a person inhaling from the device, or a component of such a device or a substance in any form sold for the purpose of being vaporized or aerosolized by such a device, whether the component or substance is sold separately or is not sold separately. “Inhalant Delivery System” does not include Tobacco Products and does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for any therapeutic purpose, if the product is marketed and sold solely for that approved purpose.
- F. “Licensed Product” collectively refers to any tobacco product, Tobacco Paraphernalia, or Inhalant Delivery System. “Listed or Non-Discounted Price” means the higher of the price listed for a Licensed product on its package or the price listed on any related shelving, posting, advertising or display at the place where any such products are sold or offered for sale. Listed or Non-Discounted Price includes all applicable taxes if such taxes are not included in the stated price, and before the application of any discounts or coupons.
- G. “Person” means any natural person, business, partnership, cooperative association, employer, corporation, personal representative, receiver, trustee, assignee, or any other legal entity, excluding a government agency.

- H. “Proprietor” means a Person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a Person has a ten percent (10%) or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a Person can, does have, or shares ultimate control over the day-to-day operations of a business.
- I. “School” means any public school – including any kindergarten, elementary, middle, junior high, or high school.
- J. “Tobacco Paraphernalia” means cigarette papers, wrappers, pipes, cigarette rolling machines, and any other item designed for the consumption, use, or preparation of any Tobacco Product.
- K. “Tobacco Product” means any bidi, cigarette, as defined in Oregon Revised Statutes, Section 323.010 (definitions for ORS323.005 to 323.482), cigar, cheroot, stogie, perique, granulated, plug cut, crimp cut, ready rubbed, pipe tobacco and other smoking tobacco, snuff, snuff flour, cavendish, plug and twist tobacco, fine-cut and other chewing tobacco, snus, short, refuse scrap, clipping, cutting, and sweeping of tobacco. “Tobacco Product” also means any device that can be used to deliver tobacco products to a person using the device. “Tobacco Product” does not include any drug, device, or combination product authorized by the United States Food and Drug Administration for sale as a tobacco cessation product or for any other therapeutic purpose, if the product is marketed and sold solely for the approved purpose.
- L. “Tobacco Retailer” means any Proprietor or entity, as defined in Oregon Revised Statutes Section 60.001 that sells, offers for sale, or exchanges or offers to exchange, for any form of consideration, any Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System. “Tobacco Retailing” shall mean the doing of any of these things. This definition is without regard to the quantity of Tobacco Products, Tobacco Paraphernalia, or Inhalant Delivery Systems sold, offered for sale, exchanged, or offered for exchange.

**2. License required.**

- A. A Tobacco Retailer License is required for each address at which any Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System is sold, exchanged, or offered for sale or exchange.
- B. Each applicant for a Tobacco Retailer license must meet all requirements of this ordinance and all rules adopted pursuant to this ordinance, and all federal, state, and local laws relating to the retail sale of Tobacco Products, Tobacco Paraphernalia, or Inhalant Delivery Systems.
- C. A Tobacco Retailer may only make Tobacco Products available from a licensed, fixed location. Tobacco Retailing by natural persons on foot or from vehicles or mobile units is prohibited.
- D. Application for a Tobacco Retailer license shall be made on forms provided by Clatsop County and shall be submitted in the name of each Proprietor proposing to conduct Tobacco Retailer sales and signed by each Proprietor or an authorized agent thereof. It shall be the responsibility of each Proprietor to be informed about all applicable laws affecting a Tobacco Retailer license. All applications for a Tobacco Retailer license shall contain the following information:
  - 1. The name, address, and telephone number of each Proprietor of the business seeking a license;
  - 2. The business name, address, and telephone number of the single fixed location for which a license is sought;
  - 3. A single name and mailing address authorized by each Proprietor to receive all communications

and notices (“the Authorized Address”) required by, authorized by, or convenient to the enforcement of this ordinance, provided that, if an Authorized Address is not provided, each Proprietor will be understood to consent to the provision of notice at the business address specified in subparagraph two (2) above;

4. Proof that the location for which a Tobacco Retailer license is sought has been issued a valid state license for the sale of Tobacco Products, Tobacco Paraphernalia and Inhalant Delivery Device if the Tobacco Retailer sells products that require state licensure;
  5. Whether or not any Proprietor or any agent of the Proprietor has admitted violating, or has been found to have violated, this ordinance and, if so, the dates and locations of all such violations within the previous five (5) years; and
  6. Such other information as the Department deems necessary for the administration and enforcement of this ordinance, as specified on the required application form.
- E. A licensed Tobacco Retailer shall inform the Department, in writing, of any change in the information submitted on an application for a Tobacco Retailer license within ten (10) business days of any such change.
- F. A license fee shall be submitted with an application for a new license or the renewal of a license. The fee shall be established from time to time by resolution of the Clatsop County Board of Commissioners and shall be calculated so as to recover the costs of administration and enforcement of this ordinance including, but not limited to, issuing a license, administering the Tobacco Retailer license program, providing Tobacco Retailer education, conducting Tobacco Retailer inspections and compliance checks, documenting violations, and prosecuting alleged violators. The fee established shall not exceed the costs of the administration and enforcement of this ordinance. All fees and interest upon proceeds of fees shall be used exclusively to fund the costs of the administration and enforcement of this ordinance.
- G. All information specified in an application pursuant to this section is subject to disclosure under the Oregon Public Records Act or any other applicable law, subject to the laws' exemptions.
- H. All Tobacco Retailer licenses issued are valid for one calendar year from the date of issuance.
- I. Each Tobacco Retailer license shall be prominently displayed in plain view of the general public at each licensed location and shall be exhibited to any person upon request.
- J. As part of program administration, the Department shall provide educational resources to licensed Tobacco Retailers to support compliance with the license requirements. Upon request, the Department shall provide educational materials in the preferred language of a Tobacco Retailer. In addition to the provision of educational materials, the Department, in its discretion, may offer Tobacco Retailers, including managers or other employees, annual, free, culturally responsive training on federal, state, and local laws affecting Tobacco Retailers and Tobacco Retailing to support clerks, managers, and owners in meeting applicable legal requirements. The Department shall update its educational resources when federal, state, or local laws are enacted and provide the updated resources to Tobacco Retailers in a timely manner.

**3. Prohibition within 1000 feet of school.** No license will be issued to a Tobacco Retailer located within 1,000 feet of any school as follows:

- A. Except as provided in subsection (B), no Tobacco Retailer license will be issued within one thousand (1,000) feet of a school as measured by a straight line from the nearest point of the property line of the lot or parcel on which the school is located to the nearest point of the property line of the parcel on which the applicant's business is located. For the purposes of this subsection, a "school" is a public kindergarten, elementary, middle, junior high or high school.
- B. A Tobacco Retailer that has been in operation, or whose predecessor in interest has been in operation, at a location governed by subsection (A) above consistently since January 1, 2019, is exempt from the requirements of section (A) above. A Tobacco Retailer that has been in operation, or whose predecessor in interest has been in operation, at a location governed by subsection (A) above consistently since January 1, 2019, that would otherwise be ineligible to receive or renew a Tobacco Retailer license due to the creation or relocation of a school is exempt from the requirements of this subsection.

**4. License Conveys a Limited, Conditional Privilege.**

Nothing in this ordinance grants any Proprietor obtaining and maintaining a Tobacco Retailer's license any status or right other than the limited conditional privilege to act as a Tobacco Retailer at the location identified on the face of the license. Nothing in this Ordinance renders inapplicable, supersedes, or applies in lieu of any other provision of applicable law, including but not limited to, any provision of this Ordinance, or any condition or limitation on smoking in an enclosed place of employment under ORS 433.847 and OAR 333-015-0068 or other federal or local ordinances. Obtaining a Tobacco Retailer's license does not make the Tobacco Retailer a certified smoke shop under ORS 433.847 and OAR 333-015-0068.

**5. Grounds for denial of license.**

Upon receipt of a complete application for a Tobacco Retailer license and the license fee required by this ordinance, the Department shall issue a license unless substantial evidence demonstrates that one or more of the following bases for denial exists:

- A. The information presented in the application is inaccurate, misleading, or false. Intentionally supplying inaccurate, misleading, or false information shall be a violation of this ordinance;
- B. The application seeks authorization for a Tobacco Retailer license at a location for which this ordinance prohibits issuance of a Tobacco Retailer license. This subparagraph shall not constitute a basis for denial of a license if the applicant provides Clatsop County with clear and convincing evidence that the applicant has acquired, or is acquiring, the location or business in an Arm's Length Transaction from a Tobacco Retailer that is exempt from all applicable location prohibitions in this ordinance;
- C. The application seeks a Tobacco Retailer license for a Proprietor to whom this ordinance prohibits a license to be issued;
- D. The applicant has been convicted within the past five years of any violation of a federal, state, or local law, ordinance provision, or other regulation relating to Licensed products, or any other violation of law related to retailing that the Department deems disqualifying;
  - a. The applicant has had a license to sell licensed products suspended or revoked within the

preceding 12 months of the date of application;

- E. The applicant is prohibited by federal, state, or other local law, ordinance, or other regulation from holding a license; or
- F. The application seeks a Tobacco Retailer license for activities that are prohibited by law or municipal Ordinance including, without limitation, a zoning ordinance, building code, or business license, or that is unlawful pursuant to any other local, state, or federal law.

**6. License renewal and expiration.**

- A. A Tobacco Retailer license is invalid if the appropriate fee has not been timely paid in full or if the term of the license has expired. Each Tobacco Retailer shall apply for the renewal of the license and submit the license fee no later than thirty (30) days prior to expiration of the one-year license term.
- B. A Tobacco Retailer license that is not timely renewed will expire at the end of its one-year term. To renew a license not timely renewed as described herein, the Tobacco Retailer must:
  - 1. Submit the license fee and application renewal form; and
  - 2. Submit a signed and notarized affidavit affirming that the Tobacco Retailer:
    - (a) Has not sold and will not sell any Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System after the license expiration date and before the license is renewed; or
    - (b) Has waited the period of time required by Section 10 of this ordinance, for the violation of Tobacco Retailing without a valid license, before seeking renewal of the license.

**7. Licenses nontransferable.**

Tobacco Retailer license may not be transferred from one Tobacco Retailer to another or from one location to another. Any prior violation of this ordinance at any location will continue to be counted against a location unless the location has been transferred to new proprietors(s) in an Arm's Length Transaction and the new proprietors provide the Department with clear and convincing evidence, that the business has been acquired in an Arm's Length Transaction.

**8. Prohibitions.**

- A. No Proprietor who holds a Tobacco Retailer license issued under this ordinance, nor any employee or agent of same, shall make available, dispense, sell, offer to sell, or cause to be sold any Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System:
  - 1. Without a valid Tobacco Retailer license.
  - 2. Outside original packaging containing health warnings required under federal law.
  - 3. By any other means, to any other person, or in any other manner or form prohibited by federal, state, or other local law, ordinance provision, or other regulation.
- B. No Person shall sell, exchange, transfer, offer to sell, exchange or transfer, or otherwise distribute any Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System to any Person under the minimum legal sales age of twenty-one (21).
  - 1. No Proprietor who holds a Tobacco Retailer license issued under this ordinance, nor any employee or agent of same, shall sell, exchange, transfer, offer to sell, exchange or transfer, or

- otherwise distribute a Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System to another Person who appears to be under the age of thirty (30) years without first examining the government-issued photographic identification of the recipient to confirm that the recipient is at least the minimum legal sales age to purchase and possess the Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System.
2. No Proprietor engaged in Tobacco Retailing shall locate any Tobacco Products, Tobacco Paraphernalia, or Inhalant Delivery Systems in any location in a retail store or other establishment where such products are accessible by a customer without the assistance of a Tobacco Retailer or an employee or agent of the Tobacco Retailer. This prohibition does not apply to a Person in a licensed establishment that is permanently and entirely off-limits to Persons under the age of twenty-one (21) and that prohibits Persons under twenty-one (21) from entering the establishment at any time.
- C. No Tobacco Retailer with a license issued under this ordinance, nor any employee or agent of same, shall:
1. Accept or redeem, offer to accept or redeem, or cause or hire any Person to accept, redeem, or offer to accept or redeem any coupon that provides any Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System without charge or for less than the listed or non-discounted price; or
  2. Sell, offer to sell, or cause to be sold any Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System to any Person through any multi-pack discounts, such as a buy-two-get-one-free discount or a cents- or dollars-off discount, or otherwise provide or distribute to any Person any Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System without charge, or for less than the listed or non-discounted price, in exchange for the purchase of any other Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System; or
  3. Distribute, or cause to be distributed, any free or nominally-priced sample of any Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System at any retail location or at any other public place within Clatsop County.
- D. A Person without a valid Tobacco Retailer license, including, but not limited to, a Person whose license has been suspended, revoked, or not renewed shall keep all Tobacco Products, Tobacco Paraphernalia, and Inhalant Delivery Systems out of public view, and shall not display any indoor outdoor advertisement or otherwise publish or distribute any advertisement relating to a Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System that promotes the sale or distribution of such products from the Tobacco Retailer location or that could lead a reasonable consumer to believe that such products can be obtained at that location. The public display of any Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System in violation of this provision shall constitute Tobacco Retailing without a license.
- E. It is a violation of this ordinance to fail to comply with license provisions or rules adopted pursuant to this ordinance and federal, state, and local laws relating to Tobacco Retailing.

**9. Enforcement and monitoring.**

- A. The Department will monitor and enforce compliance with this Ordinance. In addition, any peace officers may enforce the penal provisions of this Ordinance and Clatsop County Code Compliance

Specialist may enforce compliance with this Ordinance.

- B. The Department will endeavor to inspect each Tobacco Retailer at least one time per twelve-month period. Nothing in this paragraph creates a right of action in any licensee or other Person against the County, Department or its agents.

**10. Administrative penalties, license suspension or revocation.**

- A. In addition to any other penalty authorized by law, a Tobacco Retailer shall be charged an administrative penalty and the Tobacco Retailer’s license shall be suspended or revoked if a court of competent jurisdiction determines, or the Department finds, based on a preponderance of the evidence, after the Tobacco Retailer is afforded notice and an opportunity to be heard, that the Tobacco Retailer, or any agent or employee of the licensee, has violated any of the requirements, conditions, or prohibitions of this ordinance or has pleaded guilty, “no contest” or its equivalent, or admitted to a violation of any law designated in Section 8 above.
  - 1. Upon a finding by the Department of a first violation of this ordinance at a location within any twenty-four (24) month period, the Tobacco Retailer shall be charged an administrative penalty of \$500 for a first violation.
  - 2. Upon a finding by the Department of a second violation of this ordinance at a location within any twenty-four (24) month period, the Tobacco Retailer shall be charged an administrative penalty of \$2500 and the Tobacco Retailer’s license shall be suspended for thirty (30) days.
  - 3. Upon a finding by the Department of a third violation of this ordinance at a location within any twenty-four (24) month period, the Tobacco Retailer shall be charged an administrative penalty of \$5000 and the Tobacco Retailer’s license shall be suspended for ninety (90) days.
  - 4. Upon a finding by the Department of four or more violations of this ordinance at a location within any twenty-four (24) month period, the Tobacco Retailer shall be charged an administrative penalty of \$7500 and the Tobacco Retailer’s license shall be revoked.
- B. A decision of the Department to assess a penalty and suspend or revoke a license is appealable to the Clatsop County Manager. Any appeal must be filed in writing with the County Manager within ten (10) days of mailing of the Department’s decision. If such an appeal is timely made, it shall stay enforcement of the appealed action. An appeal to the County Manager is not available for a revocation made pursuant to subsection (C) below.
- C. A Tobacco Retailer license shall be revoked if the Department finds, after the licensee is afforded notice and an opportunity to be heard, that one or more of the bases for denial of a license under this Ordinance existed at the time application was made or at any time before the license issued. The decision by the Department shall be the final decision of Clatsop County. Such a revocation shall be without prejudice to the filing of a new license application.
- D. A Tobacco Retailer whose license has been revoked due to violation of this ordinance shall not be able to reapply until five (5) years have passed from the date of violation.

**11. Tobacco retailing without a valid license.**

- A. In addition to any other penalty authorized by law, if a court of competent jurisdiction determines, or the Department finds, based on a preponderance of evidence, after notice and an opportunity to be heard, that any Person has engaged in Tobacco Retailing at a location without a valid Tobacco Retailer license, either directly or through any agent or employee of the Person, the Person shall be ineligible to apply for, or to be issued, a Tobacco Retailer license as follows:
  - 1. After a first violation of this section at a location within any twenty-four (24) month period, no new license may issue for the Person or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until thirty (30) days have passed from the date of the violation.
  - 2. After a second violation of this section at a location within any twenty-four (24) month period, no new license may issue for the Person or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until ninety (90) days have passed from the date of the violation.
  - 3. After of a third or subsequent violation of this section at a location within any twenty-four (24) month period, no new license may issue for the Person or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until five (5) years have passed from the date of the violation.
- B. Tobacco Products, Tobacco Paraphernalia, and Inhalant Delivery Systems offered for sale or exchange in violation of this section are subject to seizure by the Department or any peace officer and shall be forfeited after the licensee and any other owner of any Tobacco Products, Tobacco Paraphernalia, and Inhalant Delivery Systems seized is given reasonable notice and an opportunity to demonstrate that the Tobacco Products, Tobacco Paraphernalia, and Inhalant Delivery Systems were not offered for sale or exchange in violation of this ordinance. The decision by the Department may be appealed pursuant to the procedures set forth in Section 10B. Forfeited Tobacco Products, Tobacco Paraphernalia, and Inhalant Delivery Systems shall be destroyed after all internal appeals have been exhausted.
- C. For the purposes of the civil remedies provided by this Ordinance, each day on which a Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System is offered for sale in violation of this ordinance, or each individual Tobacco Product, Tobacco Paraphernalia, or Inhalant Delivery System that is distributed, sold, or offered for sale in violation of this ordinance, shall constitute a separate violation of this ordinance.

**12. Additional remedies.**

- A. The remedies provided by this ordinance are cumulative and in addition to any other remedies available at law or in equity.
- B. Violations of this ordinance are hereby declared to be public nuisances and may be abated pursuant to Chapter 1.12 of the Clatsop County Code, State law, or any applicable municipal ordinance.
- C. In addition to other remedies provided in this ordinance, municipal code, or by other law, any violation this ordinance may be remedied by a civil action including, for example, through administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

# Board of Commissioners Clatsop County

## AGENDA ITEM SUMMARY

January 8, 2020

---

**Issue/ Agenda Title:** Benesch Similar Use Consolidated Application  
**Category:** Public Hearing  
**Prepared By:** Ian Sisson, Planner  
**Presented By:** Ian Sisson, Planner

---

**Issues Before the Commission:** Affirmation of Planning Commission Decision to Approve Similar Use Authorization and Conditional Use Permit Application.

**Informational Summary:** Similar Use request #20190512 to determine a “commercial trucking” use is similar in use and compatibility to other uses in the Type II conditional use category in the Rural Community Commercial (RCC) Zone, Section 3.258; and Conditional Use request #20190513 to construct a 3,000 square-foot building to operate an established commercial trucking company

**Fiscal Impact:** None

**Options to Consider:**

1. Affirm the Planning Commission’s approval of the Similar Use Authorization and Conditional Use Permit without requiring the matter be addressed as an ordinance and let the approval become effective 30 days from the date of the Planning Commission’s December 10, 2019, decision document on Thursday, January 9, 2019.
2. Do not affirm the Planning Commission’s approval.

**Staff Recommendation:** Option #1

**Recommended Motion:**

*“I move that the Board affirm the Planning Commission’s approval of the Similar Use Authorization and Conditional Use Permit without requiring the matter be addressed as an ordinance and let the approval become effective 30 days from the date of the Planning Commission’s December 10, 2019, decision document on Thursday, January 9, 2019.”*

**Attachment List**

- A. Planning Commission Notice of Decision



# Clatsop County

## Community Development – Planning

800 Exchange St., Suite 100  
Astoria, OR 97103  
(503) 325-8611 phone  
(503) 338-3606 fax  
www.co.clatsop.or.us

### NOTICE OF DECISION

Date: December 10, 2019

Owner / Applicant: Michael Benesch / Will Caplinger, Two Branches Consulting, LLC

Property Description: T8N, R09W, Section 30AC, Tax Lot 02101

Request: Consolidated Application:

- Similar Use request #20190512 to determine a “commercial trucking” use is similar to other uses in the Type II conditional use category in the Rural Community Commercial (RCC) Zone, Section 3.258; and
- Conditional Use request #20190513 to construct a 3,000 square-foot building to operate an established commercial trucking company.

Action: **APPROVAL – With Conditions**

Dear Mr. Benesch and Mr. Caplinger:

The Clatsop County Planning Commission has completed review of the requests cited above and approved the applications with conditions. This decision includes findings and conditions of approval, attached.

Pursuant to the Authorization of Similar Development procedure outlined in Section 6.010, LWDUO, the Clatsop County Board of Commissioners will review the decision and recommendation of the Planning Commission. This review will occur at the Board’s regular meeting on January 8, 2020. Should the Board affirm the decision of the Planning Commission, the decision will be final effective January 9, 2020.

If you, or a party with standing, wish to appeal this decision, you may do so, up to the date and time appearing at the bottom of this letter. The appeal must comply with Section 2.230 of the Clatsop County Land and Water Development and Use Ordinance #80-14 (procedure for an appeal). This department will not issue development permits for any activities or structures until the appeal period has expired.

If you have any questions regarding this decision, appeal procedures or any of the conditions of approval, please contact Ian Sisson, (503) 325-8611, or [isisson@co.clatsop.or.us](mailto:isisson@co.clatsop.or.us).

Sincerely,

---

Bruce Francis, Chair  
Clatsop County Planning Commission

Attachments: Staff Report and Conditions of Approval  
**LAST DAY TO APPEAL: 4:00 PM – January 9, 2020**

1 **Minutes of December 10, 2019**  
2 **Clatsop County Planning Commission Regular Session**  
3 Judge Guy Boyington Building  
4 857 Commercial Street  
5 Astoria, Oregon 97103  
6

7 ***The regular meeting was called to order at 10:00 a.m. by Chair Francis.***  
8

<b><u>Commissioners Present</u></b>	<b><u>Commissioners Absent</u></b>	<b><u>Staff Present</u></b>
10 Bruce Francis	Nadia Gardner - Excused	Julia Decker
11 Myrna Patrick	John Orr - Excused	Gail Henrikson
12 Robert Stricklin	Mike Magyar – Excused	Ian Sisson
13 Christopher Farrar		

14  
15 **Adopt Agenda:**

16 ***Commissioner Stricklin moved and Commissioner Patrick seconded to adopt the agenda as presented. Motion***  
17 ***passed unanimously.***  
18

19 **Business from the Public:**

20 There was no business from the public.  
21

22 **Minutes:**

23 ***Commissioner Stricklin moved and Commissioner Farrar seconded to adopt the November 12, 2019 Clatsop***  
24 ***County Planning Commission Regular Meeting minutes as presented. Motion passed unanimously with***  
25 ***Commissioner Patrick abstaining.***  
26

27 **Quasi-Judicial Hearing to consider a consolidated application request:**

28 Will Caplinger, Two Branches Consulting, LLC, on behalf of Michael Benesch, property owner, has submitted  
29 a similar use application, requesting the Planning Commission determine that a “commercial trucking” use  
30 is similar to other permitted uses in the Rural Community Commercial (RCC) Zone under Section 3.258  
31 Commercial Conditional Development and Use. The request is part of a consolidated application which  
32 includes a conditional use request to establish a 3,000 square-foot structure that would house an existing  
33 commercial trucking company.  
34

35 **No ex-parte contacts, conflicts of interest, or objections to the jurisdiction of the Commission to hear the**  
36 **matter at this time were reported.**  
37

38 ***Chair Francis called for the staff report.***  
39

40 **Ian Sisson, Clatsop County Planner:**

41 Mr. Sisson presented the staff report including site information and recommended conditions of approval.  
42 He responded to questions from the Commission and verified that the recently obtained wetlands  
43 delineation has been approved by the Department of State Lands (DSL).  
44

45 **Will Caplinger, Two Branches Consulting, LLC, 1566 Irving Avenue #10, Astoria, OR, Consultant:**

46 Mr. Caplinger described Dennis Horton’s trucking business, the possible future tenant of the site, and their  
47 daily operations. He responded to questions from the commission regarding the submitted preliminary site  
48 plan and the ditches currently located on the site.  
49

50 **Commissioner Stricklin moved and Commissioner Patrick seconded that the Planning Commission**  
51 **consolidated application, similar use request #20190512 and conditional use request**

1 #20190513, and adopt the findings and conditions of approval found in the staff report dated November  
2 27, 2019. Motion passed unanimously.

3  
4 Commissioner Patrick moved and Commissioner Farrar seconded that the Planning Commission  
5 recommend the Board of Commissioners to affirm the Planning Commission's approval of the  
6 consolidated application, #20190512 and #20190513, and not require an ordinance amendment for this  
7 application to proceed. Motion passed unanimously.

8  
9 Commissioner Farrar moved and Commissioner Patrick seconded that the Planning Commission direct  
10 staff to prepare an ordinance amendment within six months, to add "Commercial Trucking" as a  
11 conditional use in the Rural Community Commercial (RCC) Zone. Motion passed unanimously.

12  
13 Commissioner Stricklin moved to amend the preceding motion to say "Trucking, Commercial". Motion  
14 died for lack of a second.

15  
16 **Code Consolidation and Modernization – Part 2 of Zones Designated as Conservation Other Resources, Gail**  
17 **Henrikson, Community Development Director:**

18 Ms. Henrikson was available for questions and clarification of the materials provided covering the second part of  
19 conservation other resources. The remaining zones are Open Space, Parks and Recreation, Quarry and Mining,  
20 Rural Community Parks, and Recreation Management. She advised of the upcoming schedule regarding  
21 presentation, review and adoption.

22  
23 Commissioner Patrick departed the meeting at 11:29 a.m.

24  
25 **Comprehensive Plan Update, Gail Henriksen, Community Development Director:**

26 Ms. Henrikson advised that the citizen advisory committees are holding their final meetings of the year in  
27 December, concluding Goal 4 discussions. Staff is requesting a break in meetings until April 2020. Staff will use  
28 that time to compose drafts for Goals 1 through 4 incorporating committee and public recommendations.

29  
30 **Other Business, Gail Henrikson, Community Development Director:**

31 Ms. Henrikson advised that on Thursday, December 12, 2019, at 12:00 p.m., at Camp Rilea there is a public  
32 meeting with Solutions Oregon regarding the elk on Clatsop Plains. It is a public meeting and everyone is invited.

33  
34 ***As there was no further business or discussion, Chair Francis adjourned the meeting at 11:39 a.m.***

35  
36 Respectfully Submitted,

37  
38  
39  
40 \_\_\_\_\_  
41 Bruce Francis  
Chairperson - Planning Commission



# Clatsop County

Community Development – Planning

800 Exchange St., Suite 100  
Astoria, OR 97103  
(503) 325-8611 phone  
(503) 338-3606 fax  
www.co.clatsop.or.us

## STAFF REPORT

**STAFF REPORT DATE:** November 27, 2019

**HEARING BODY:** Clatsop County Planning Commission

**REQUEST:** **Consolidated Application:**

- **Similar Use request #20190512** to determine a “commercial trucking” use is similar in use and compatibility to other uses in the Type II conditional use category in the Rural Community Commercial (RCC) Zone, Section 3.258; and
- **Conditional Use request #20190513** to construct a 3,000 square-foot building to operate an established commercial trucking company.

**APPLICANT:** Will Caplinger, Two Branches Consulting  
1566 Irving Avenue, #10  
Astoria, OR 97103

**PROPERTY OWNER:** Michael Benesch  
366 Pleasant Ave.  
Astoria, OR 97103

**PROPERTY DESCRIPTION:** T8N, R09W, Section 30AC, Tax Lot 02101, (+/-) 1.38 acres

**PROPERTY LOCATION:** 34850 Highway 101 Business, on the south side of the highway, about 750 feet west of the intersection of Hwy 101 Business/Youngs River Road/Lewis & Clark Road.

**ZONING DESIGNATION:** Rural Community Commercial (RCC)  
**Overlays:** Flood Hazard Overlay (/FHO; AE 100-year Zone)  
**Other:** National Wetlands Inventory (NWI), regulated by Oregon Department of State Lands.

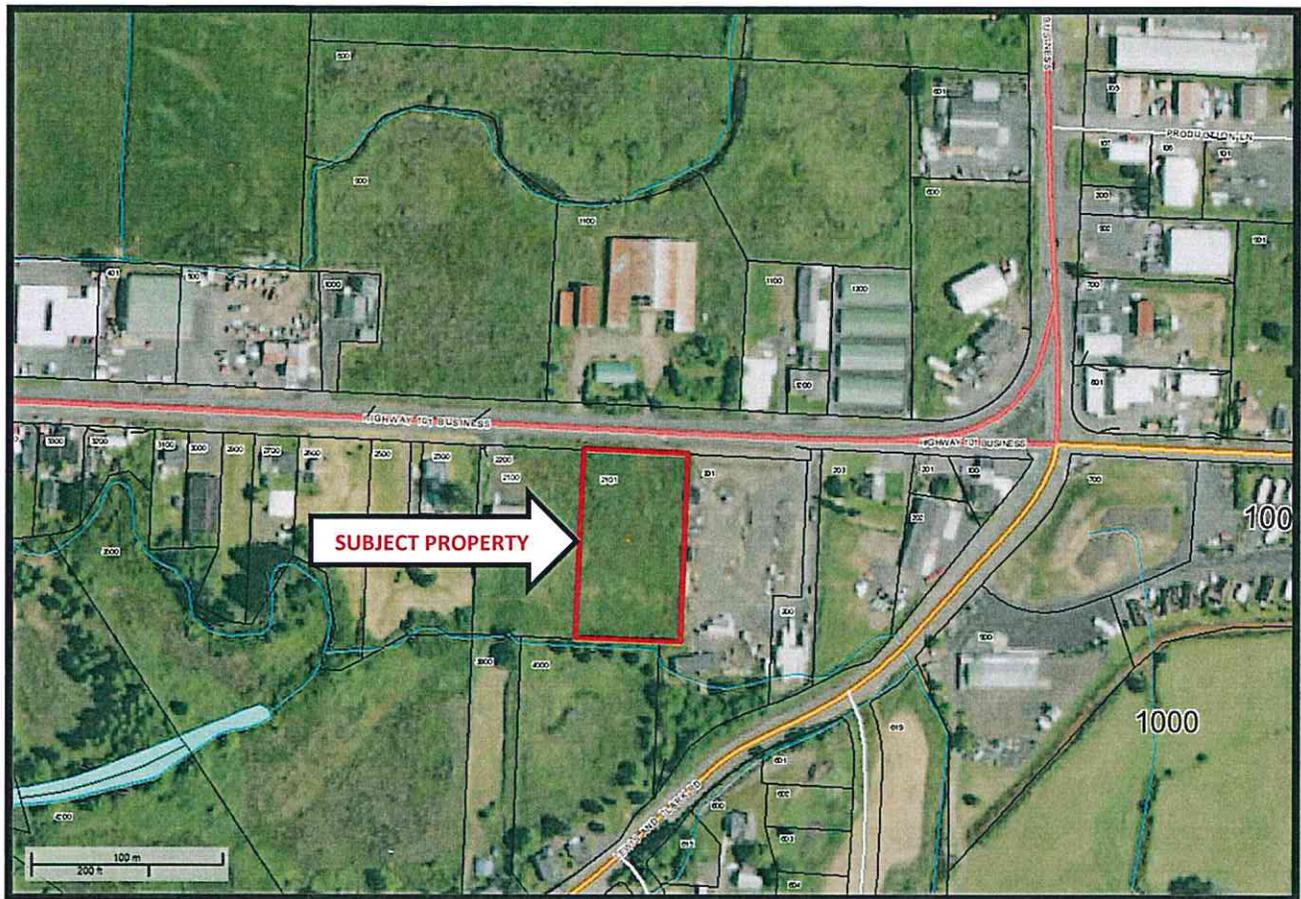
**COMPREHENSIVE PLAN DESIGNATION:** Development

**COUNTY STAFF REVIEWER:** Ian Sisson, Planner

**DEEMED COMPLETE:** November 5, 2019 (150 days: April 3, 2020)

**STAFF RECOMMENDATION:** Approval – Subject to Conditions

**EXHIBITS:** 1. Similar Use and Conditional Use Permit Applications  
2. Public Notice



2016 Aerial Photo

**APPLICATION SUMMARY:**

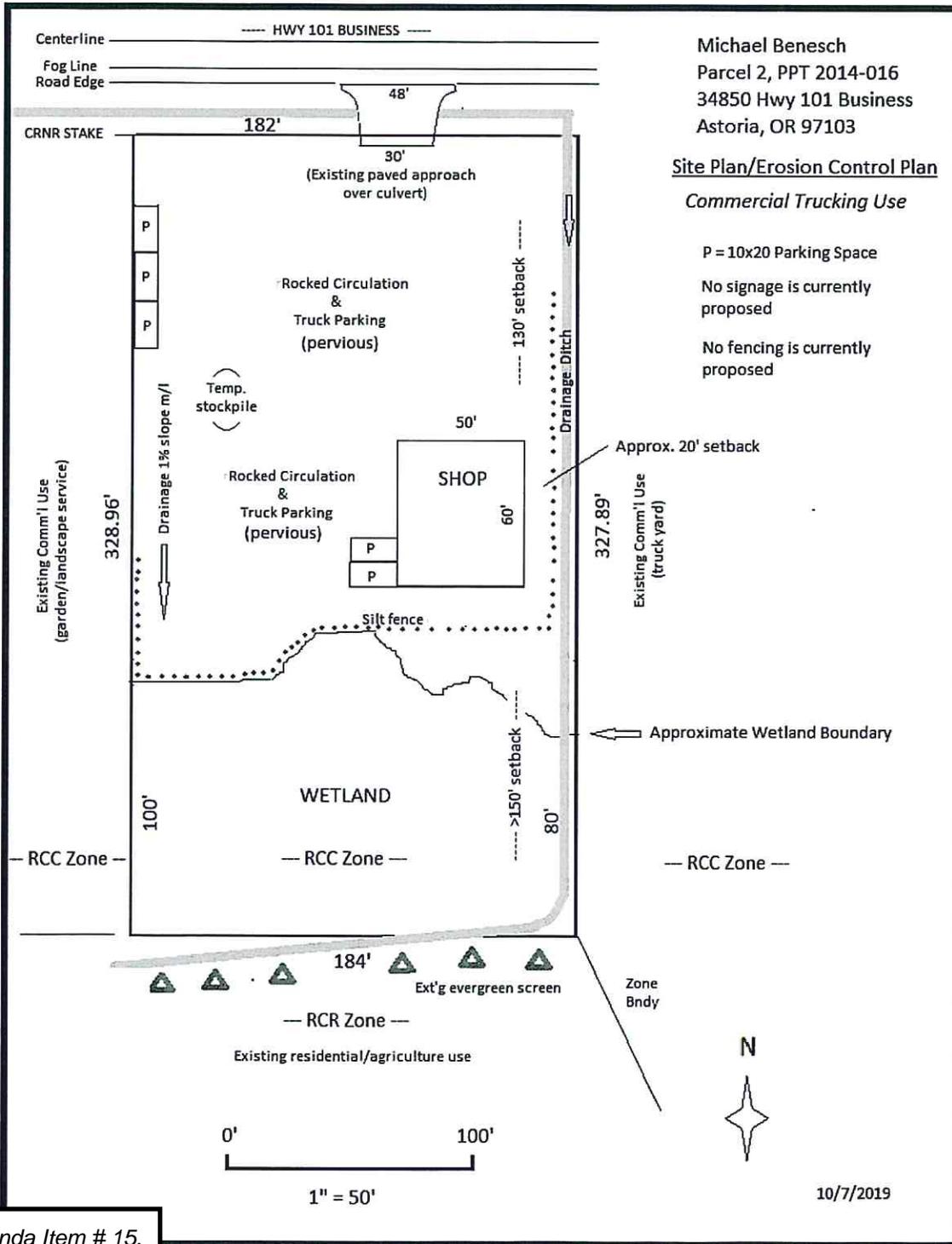
On October 7, 2019, Will Caplinger of Two Branches Consulting submitted two applications to Clatsop County Community Development: one for a “similar use” determination, and the second for a conditional use permit, on behalf of property owner Michael Benesch. The “similar use” request is a Type III application for the Planning Commission to determine whether a use not listed in the Rural Community Commercial Zone (RCC) is similar in use and compatibility to other permitted developments in the zone. Specifically, the applicant is requesting that the Planning Commission determine a “commercial trucking” business should be allowed as a Type II commercial conditional use. Accordingly, a conditional use application is being made simultaneously with, and in support of, the similar use request, as a consolidated application. Clatsop County’s Land and Water Development and Use Ordinance #80-14, Section 2.080(2) instructs the Community Development Director to consolidate action on applications whenever feasible.

The subject property is located in the Miles Crossing area, at 34850 Highway 101 Business, on the south side of the highway, about 750 feet west of the intersection of Hwy 101 Business/Youngs River/Lewis & Clark roads. The property owner intends the “commercial trucking” use to accommodate a specific business, Dennis Horton Trucking, which currently operates under a multi-tenant lease on an adjacent property immediately east of the subject property. Authorization of the similar use and conditional use on the subject property would allow the company to establish its operation independent of other tenants, with a 3,000 square-foot facility to maintain its small fleet of tractor-trailers and a graveled outdoor parking area for the trucks and employee vehicles. Dennis Horton Trucking provides hauling services for local businesses. Employees park their personal vehicles on site, pick up an empty truck, travel to a loading site, deliver the load to its destination, and then return the empty truck back to the subject property. According to the applicant, no delivery, storage, or transfer of freight would occur on the subject

The applicant has requested the Planning Commission determine the "commercial trucking" use is similar in use and compatibility to "Buildings and uses of a public works, public service, or public utility nature, that may include equipment storage, repair yards, warehouses, or related activities," a Type II commercial conditional use in the RCC Zone, Section 3.258(12).

The conditional use application for the business and 3,000 SF building will be addressed following the determination of whether commercial trucking constitutes a "similar use." Information from the conditional use application will be used to support the case for the similar use determination; however, review of the similar use standards will be addressed first in this report.

**PROPOSED SITE PLAN:**



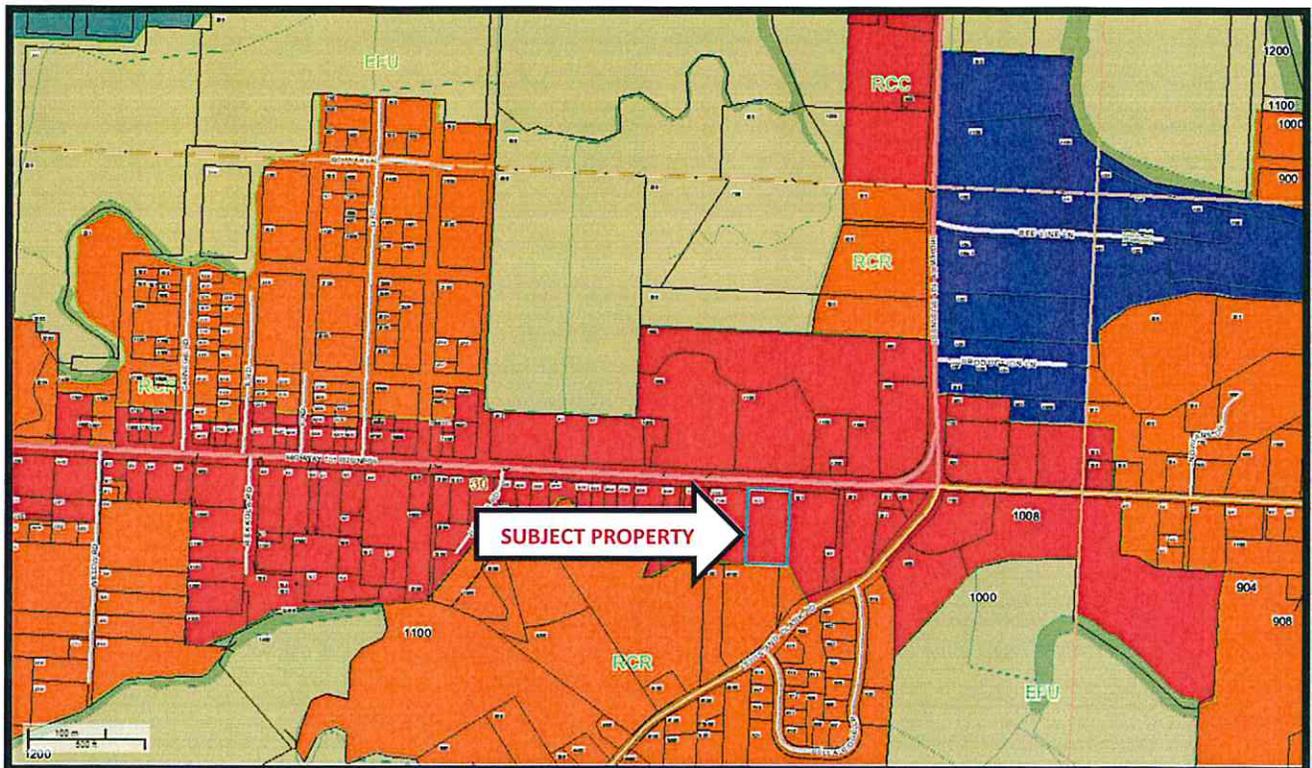
Agenda Item # 15.

288

**PROPERTY STATUS:**

The subject parcel, TL 02101, was created as Parcel 2 of Partition Plat 2014-16. The parcel does not contain any structures, according to aerial imagery and Assessor records. Public water, sewer, and fire protection services are available. The Oregon Department of Transportation (ODOT) approved a road approach to Highway 101 Business in 2018, which would be used as the ingress/egress point for Horton Trucking.

The property is located in the Rural Community Commercial Zone (RCC) and Flood Hazard Overlay District, AE 100-year Zone. The National Wetlands Inventory indicates wetlands cover the majority of the property, however, the owner has obtained a professional wetland delineation which has been accepted by the Oregon Department of State Lands (DSL). Soils are predominately Coquille-Clatsop Complex, 0-1% slopes, which are identified as compressible soils with a high water table, typical of floodplain terraces.



*Zoning Map*

**NEIGHBORHOOD CONDITIONS:**

The subject property is located in the unincorporated area known as Miles Crossing, a designated Rural Community with a strip of commercial and light industrial-zoned properties along Highway 101 Business. The RCC zone was applied to the subject and surrounding properties when the Board of Clatsop County Commissioners adopted Ordinance 03-10, in 2003. Prior to the adoption of the Rural Community zoning, the property was zoned General Commercial (GC). Uses in the vicinity are mixed and include a gas station with small deli and grocery, a coffee shop and pub, fabrication shops, automotive repair, sales and service of agricultural equipment, sales of logging equipment, a farm and garden supply store, a landscaping company, a truck parts and equipment retailer, and an auto wrecking and recycling yard. Directly north of the subject property, the Planning Commission recently approved a consolidated similar use and conditional use application to allow the establishment of a commercial freight operator, TP Freight, which is currently under construction. The area also includes residential uses, though most along the Highway 101 Business corridor pre-date the LWDUO and are continuing, non-conforming uses.

**I. APPLICABLE CRITERIA**

The applicable criteria for this land use application is contained in LWDUO – Ordinance 80-14:

**A. LWDUO 80-14**

- 1.010-1.050 Article 1 Introductory Provisions
- 2.020-2.125 Article II Provisions
- 3.252 Rural Community Commercial Zone
- 4.000 Flood Hazard Overlay
- 5.000 Conditional Use
- 5.060 Developments and Uses of the Same Type
- 5.300 Site Plan Review
- 6.010 Authorization of Similar Use

**C. COMPREHENSIVE PLAN**

- Goal 1 – Citizen Involvement
- Goal 2 – Land Use Planning
- Goal 6 – Air, Water and Land Quality
- Goal 7 – Natural Hazards
- Goal 9 – Economic Development
- Goal 11 – Public Facilities and Services
- Goal 12 – Transportation

*Lewis & Clark, Olney-Wallooskee Community Plan*

**B. Standards Document**

- Chapter 2 Site Oriented Improvements
- Chapter 3 Structure Siting and Development
- Chapter 4 Environmental Protection
- Chapter 5 Vehicle Access Control and Circulation
- Chapter 6 Transportation Improvements and Road Standard Specification for Design and Construction

**II. APPLICATION EVALUATION**

The following section examines the application versus the applicable criteria.

**A. LWDUO 80-14**

**ARTICLE 2. PROCEDURES FOR LAND USE APPLICATIONS.**

**Section 2.030 Type III Procedure.**

**Section 2.100-02.260 Public Deliberations and Hearings.**

**STAFF FINDING:** All documentation pertaining to mailed notice to affected property owners and government agencies, posting of a property, and procedure for published notice for the Type III Similar Use and Type II Conditional Use applications is found in Exhibit 2. **All applicable sections of Article 2, LWDUO have been met.**

**SECTION 5.060. DEVELOPMENTS AND USES OF THE SAME TYPE.**

**Section 5.061. Determination of Nature of Unlisted Developments and Uses.**

The Planning Commission shall examine the characteristics of developments and uses not listed in any zone and shall make a determination as to what zone the development and use may be allowed as a development and use permitted, permitted with review, or conditional development and use. The Planning Commission shall base its decision on findings that the development is consistent with the purposes of the zoning classification and is similar to the types of development and use permitted or conditional in the zone. The decision shall be made under a Type III procedure with notice provided only in newspapers of general distribution per Section 2.125.

**APPLICANT RESPONSE TO SIMILAR USE QUESTIONNAIRE:**

**1. Request a state zone provision for which the similar use is being requested:** The phrase "Request a state zone provision" is confusing, but the applicant interprets it to mean "Request a zone for which the similar use is being requested". If that is the case, the applicant requests that the similar use requested is provided to the RCC/Rural Community Commercial zone.

**County? Please specify:** The applicant is requesting that a "commercial trucking" use be allowed as a similar use. This specific use is not specified anywhere in the Ordinance; but is similar to "Trucking yard terminal" in L3.273(4) & L3.456(5), "Trucking yard or terminal" in L3.446(11) and "transfer company and trucking company" in L3.348(14). The similarity is only because each use involves trucks and trucking; but the operational aspects of the proposed commercial trucking use are distinctly less intensive than trucking uses currently permitted.

In the Rural Community Commercial (RCC) zone, the use to which the proposed commercial trucking use is similar is in L3.258(12), which allows public works or public utility facilities "that may include equipment storage, repair yards, warehouses or related activities."

**3. Describe the proposed use in detail and how it is similar to the ordinance provision in #2 above.**

**a. Specify the nature of use being requested compared with all parts of the Zoning Ordinance provision(s):**

The commercial trucking use is intended to accommodate Dennis Horton Trucking, which currently operates out of the Kauppi property adjacent on the east side. Horton would like to have their own facility, which Mr. Benesch intends to provide via lease. Horton Trucking operated for about twenty years on a residentially-zoned property in Gearhart, and during that time only received one complaint, in spite of being in proximity to several residences. Its operational characteristics describe a relatively benign trucking use:

- Days and hours of operation: Monday thru Friday, variable hours from early morning until mid-afternoon. Mr. Horton stated that his employees drive their own vehicles to the yard, where the trucks are stored, and usually depart between 1-2 AM to pick up delivery loads offsite, and then return to park the trucks in the afternoon.
- # of employees: Three to four full-time employees.
- # of truck trips, in & out: Each driver departs and returns usually just once per shift; but drivers sometimes leave their loaded trucks overnight at the loading location; e.g., at Hampton Mill, and go directly to the loading site to resume delivery. In these instances a driver may only have a return trip to the Horton facility. Where deliveries are to Portland or more distant destinations, the drivers will spend the night out of town, and may not have any trips to or from the Horton yard. On average there may be 4 to 5 in & out trips per day.
- Trucks used are tractor-trailers, where the tractors are variable and the trailers are all double, 32' and 28' in length.

The proposed commercial trucking use is similar to L3.258(12), in the following ways:

- The basic similarity is that public works and public utility uses generally produce fewer trips than similar commercial uses, and there may be relatively longer periods of little or no outdoor activity. The commercial trucking use would probably involve fewer employees, vehicles and trips than most public works or public utility yards in the county; i.e., it would be similar in compatibility as well as use.
- Both types of uses involve equipment storage, as it would also include vehicles and specifically trucks and trailers. Yards of this kind are typically open and graveled, which is how most of the commercial trucking yard will be developed.
- Both uses allow repair, but the commercial trucking use will only involve repairs and maintenance of a relatively small fleet. The commercial trucking use will also not include fuel storage or dispensing. The site plan includes a 50'x60' shop building for this purpose.

The proposed commercial trucking use is also consistent with the purpose of the RCC zone, which states that, The RCC zone is intended to: (1) provide support for existing small concentrations of retail and commercial services; (2) contribute to community identity; (3) provide job opportunities within the community; (4) allow only those uses that are compatible with the surrounding uses considering varying environmental and other site constraints, and the availability of community water, sewer, or if such services are not available, such uses do not exceed the carrying capacity of the property to provide and absorb waste; and (5) provide services for the community, surrounding rural, farm and traveling public. New commercial uses are those defined under state law as "small-scale"

low impact" with building or buildings not to exceed 4,000 square feet of floor area, unless determined that large buildings are intended to serve the rural community, surrounding rural area or the travel needs of the people passing through the area.

The proposed use intends to: (1) provide support for existing retail and commercial services, such as the local mill, lumberyards and other bulk-merchandise retail and wholesale businesses; (2) contribute to community identity of the Miles Crossing/Jeffers Garden area as a distinct provider of bulk commercial goods; (3) continue to provide employment to community residents, and support employment in the businesses it serves; (4) ensure compatibility with the surrounding uses and to not exceed the carrying capacity of the property; (5) continue to provide essential trucking services to the rural community and the surrounding farm and forest areas (Horton delivers regularly for Hampton Mill, which processes and adds value to much of the local timber).

***b. Describe land requirements of proposed similar use and how it is similar to Ordinance provision; e.g., percentage of land coverage of improvement(s), nature of fond to be used compared with Ordinance provisions(s):*** The proposed commercial trucking use will involve a 3,000 sq ft shop building, where the RCC zone building size standard is generally limited to 4,000 square feet. The use does not propose any outdoor storage, and there is an existing dense evergreen screen on the south side of the drainage ditch separating the RCC-zoned property from the adjacent RCR zone.

The appropriateness of the proposed use in the RCC zone is further demonstrated by the relative building sizes in the other zones where similar trucking uses are allowed. In the RCC-LI, RCI and LI, for example, the building size associated with trucking facilities are respectively 40,000, 40,000, and 30,000 square feet. This larger allowance indicates that the type of trucking operations described use involves a much greater intensity and scope of use than the proposed commercial trucking use.

The RCC zone lacks land coverage provisions and the nature of the proposed commercial use has been demonstrated to be consistent with the land use nature of the zone. The site plan indicates avoidance of the wetlands via appropriate setbacks.

**STAFF FINDINGS:** As the applicant has stated, "commercial trucking" is a use not listed in any zone. The applicant has reviewed other trucking uses that are allowed throughout the ordinance and makes the argument that his request is for a much lower intensity use than what is provided for with other trucking uses, given the relatively small scale of the subject site and proposed shop building, the number of trucks, employees, and trips, and the lack of freight handling and/or storage on the subject property. Because "commercial trucking" is a use not listed in any zone, the Planning Commission's review of the similar use request is subject to the procedure set forth in Section 5.060. This involves determining whether the proposed use is consistent with the purposes of the RCC Zone and whether it is similar with other uses permitted or conditional in the zone. In the applicant's response, above, he addresses how the proposed use would satisfy the purpose and intent of the RCC Zone. Based on the applicant's response, staff finds the use would be compatible.

Prior to the adoption by the Board of County Commissioners of Rural Community zoning via Ordinance 03-10, in 2003, much of the Miles Crossing area now RCC (Rural Community Commercial) was zoned GC (General Commercial), including the subject property. The GC Zone still exists in other locations outside the Rural Community areas, and the zone continues to allow "wholesale business, storage, warehousing, transfer company and trucking company, provided building or buildings for each use does not exceed 30,000 square foot of floor area," as a Type II conditional use, per L3.348(14). Several businesses were approved in the same neighborhood under the GC Zone prior to 2003 and continue to this day, including at the property immediately east of the subject property at which Dennis Horton Trucking currently operates. These trucking businesses, which are legally existing, per L3.258(17), are allowed to continue in the RCC Zone as a permitted Type II use. This includes Astoria Towing, which includes a towing dispatch cle storage yard. A third business with multiple trucks being dispatched is Gedenberg

Trucking, which stores and dispatches logging trucks from a split-zoned property that includes RCC zoning. Gedenberg Trucking was permitted under a Type I administrative permit in 1984.

Businesses involving commercial trucking components that were approved in the area after the RCC Zone adoption include North Coast Truck, a heavy equipment retail firm which has multiple deliveries and distribution trips daily. North Coast Truck received approval as a Type II conditional use in 2005. A second business, permitted in 2008, is W & H Inc., which has a storage and warehousing element and is a machine shop producing fishing equipment. These businesses rely on inbound and outbound freighting and distribution.

In addition, as the applicant has argued, the proposal is similar in nature to another Type II use in the RCC Zone, L3.258(12): Buildings and uses of a public works, public service, or public utility nature, that may include equipment storage, repair yards, warehouses, or related activities. Given the nature of public works, service and utilities, this argument has merit. The difference here is that the entity performing the activity is a private enterprise, not a public agency. The impacts, however, are very similar: trucks coming and leaving infrequently, or parked in a yard, or being maintained within an enclosed garage.

As the applicant notes above, the size of the building for this business, 3,000 square feet, is smaller than the maximum 4,000 square feet allowed in the RCC Zone, and significantly smaller than the sizes of 30,000 to 40,000 square feet allowed for trucking uses in the GC and light industrial zones. Staff is unsure if the applicant is estimating the four to five trips per day as single run or round trips. Assuming the most conservative estimate that five trips means roundtrips, or ten single trips, the number of trips per day is consistent with the retailers and machine shops already doing business in the RCC Zone. Adding the trips of up to five employees to and from the site with their personal vehicles, 10 single direction trips, brings the number to 20 trips per day, which is well below any thresholds that trigger impact studies by ODOT.

Based on the foregoing, including the small scale of the building, low intensity of the use, and the similarities between the business and others already established in the area, it appears the proposed “commercial trucking” use is compatible in nature should be authorized as a similar use in the RCC Zone.

**Based on the above analysis, staff finds the proposed commercial trucking use is consistent with the intent of the RCC Zone and comparable in nature to other permitted uses in the zone. Conditions of approval shall be applied for the Type II conditional use permit, which is addressed in the next section of this report. The conditions shall ensure the use does not conflict with the other commercial and residential uses in the zone.**

**Section 5.062. Authorization of the Development and Use.**

An unlisted development and use shall be approved for the zone determined by the Planning Commission through separate action under the appropriate procedures specified in Sections 2.015-2.030.

**STAFF FINDING:** If the Planning Commission agrees with staff’s recommendation to determine the proposed “commercial trucking” use may be allowed as a Type II conditional use in the RCC Zone, it can also move to approve the applicant’s corresponding request to allow Michael Benesch, property owner, to establish a commercial trucking operation on the subject property. The request has been submitted as a Type II conditional use application (See Exhibit 1). Staff findings and recommendations for the Type II conditional use application are included in this report. **Staff recommends approval of the Type II conditional use application to establish a commercial trucking company on property owned by Michael Benesch at 34850 Highway 101 Business, subject to development standards and with appropriate conditions of approval.**

**ARTICLE 6. GENERAL PROVISIONS**

**Section 6.010. Authorization of Similar Development.**

If development that has been referred to a hearing body by the Director for evaluation under the Type III procedure is found comparable to development that is allowed in an area under the Type I or II procedure, the hearing body may rule that future development of the same kind shall be approved under the Type I or II procedure in the specified district or zone. To make such a ruling, the hearing body shall do the following:

- 1) Make a determination as part of a Type III decision in conjunction with approval of a development that is substantially the same as an earlier development approved under the Type III procedure.
- 2) Determine that the development is comparable to other development allowed in the area by either the Type I or II procedure. Similarity can be based on compliance with plan policy and standards, if appropriate within the context of the requirements for the area and type of development, as well as on language interpretation similarity.
- 3) If approval and classification as a Type I or II development is dependent upon compliance with standards beyond those contained in the Development and Use Standards Document, prepare and add to the standards document the appropriate standards to be applicable to all future development.
- 4) Report the determination to the Board of Commissioners at least thirty (30) days prior to the effective date of the ruling. The ruling will not become effective if the Board of Commissioners moves to have the matter addressed as an Ordinance amendment.

**STAFF FINDINGS:** Should the Planning Commission decide that the proposed use, “commercial trucking”, should be added to the RCC Zone as a Type II permitted use, it must follow the steps listed above in order to make the ruling. Staff findings are listed below in the event the Planning Commission wishes to pursue this course of action. It should be noted that the applicant has only requested a similar use determination. A request for “commercial trucking” to be added to the RCC Zone as a permitted use has not been made as part of this application.

1) The applications for a similar use determination, a Type III procedure, and corresponding conditional use request to establish a commercial trucking business under a Type II procedure, are being considered as a consolidated application. The conditional use application is being used as the foundation to determine whether a commercial trucking use is similar enough to other uses currently permitted in the RCC Zone or to uses in another, similar zone, to qualify under the ordinance as a use that should be permitted in the RCC Zone as a Type II conditional use. The procedure to make the determination is a Type III decision. The consolidated application, processed as a Type III application, fulfills the requirements of L6.010(1). **This criterion is met.**

2) The Planning Commission must determine whether the proposed development is comparable to other development allowed in the area by either a type I or II procedure in accordance with the evaluation procedures found in Section 5.060, LWDUO. **If the Planning Commission agrees with staff's findings under Section 5.060, Developments and Uses of the Same Type, this criterion will be met.**

3) Because of the number of existing and pre-RCC Zone existing businesses that appear to be operating successfully using the standards currently in place for Type II uses, staff does not recommend any new standards to be developed. This staff report demonstrates that compliance with the current standards, and appropriate conditions of approval, the use will not negatively impact surrounding properties or activities. However, the Planning Commission has the ability to prepare and add standards it determines are appropriate and necessary for all future development. **The Planning Commission must determine whether it is necessary to prepare and add to the Standards Document appropriate standards to be applicable to all future development.**

determination to the Board of Commissioners at the board's hearing on January 8, 2020. The effective date would be 30 days after the Board hearing, assuming the Board approves the decision. It may be later if the Board moves to have the matter addressed as an Ordinance amendment. **This criterion is met.**

### **SECTION 3.252. RURAL COMMUNITY COMMERCIAL ZONE (RCC).**

#### **Section 3.254. Purpose and Intent.**

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

**APPLICANT RESPONSE:** The proposed use intends to: (1) provide support for existing retail and commercial services, such as the local mill, lumberyards and other bulk-merchandise retail and wholesale businesses; (2) contribute to community identity of the Miles Crossing/Jeffers Garden area as a distinct provider of bulk commercial goods; (3) continue to provide employment to community residents, and support employment in the businesses it serves; (4) ensure compatibility with the surrounding uses and to not exceed the carrying capacity of the property; (5) continue to provide essential trucking services to the rural community and the surrounding farm and forest areas (Horton delivers regularly for Hampton Mill, which processes and adds value to much of the local timber).

**STAFF FINDING:** The applicant's response addresses each of the five objectives set forth in Section 3.254 and sufficiently demonstrates that the proposed commercial trucking business is consistent with, and in support of, the purpose and intent of the RCC Zone. **This criterion is satisfied.**

#### **Section 3.258. Commercial Conditional Development and Use.**

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

- 12) Buildings and uses of a public works, public service, or public utility nature, that may include equipment storage, repair yards, warehouses, or related activities.
- 18) By a Type III procedure, any uses determined by the Planning Commission to be similar in use and compatibility to those uses described under sections 1-17 above subject to the provisions of Section 5.060, provided building or buildings for each commercial use does not exceed 4,000 square feet of floor area.

**APPLICANT RESPONSE:** The proposed commercial trucking use is similar to L3.258(12), in the following ways:

- The basic similarity is that public works and public utility uses generally produce fewer trips than similar commercial uses, and there may be relatively longer periods of little or no outdoor activity. The commercial trucking use would probably involve fewer employees, vehicles and trips than most public works or public utility yards in the county; i.e., it would be similar in compatibility as well as use.

- Both types of uses involve equipment storage, as it would also include vehicles and specifically trucks and trailers. Yards of this kind are typically open and graveled, which is how most of the commercial trucking yard will be developed.
- Both uses allow repair, but the commercial trucking use will only involve repairs and maintenance of a relatively small fleet. The commercial trucking use will also not include fuel storage or dispensing. The site plan includes a 50'x60' shop building for this purpose.

**STAFF FINDING:** In the findings for Section 5.060, above, staff recommends the Planning Commission find the proposed commercial trucking use similar in use and compatibility to “buildings and uses of a public works, public service, or public utility nature, that may include equipment storage, repair yards, warehouses, or related activities.” Horton Trucking, which according the application would produce about eight to ten trips per day (four to five in, four to five out), likely would not generate more trips than a typical warehouse or equipment storage yard. The proposed structure to be used to maintain Horton’s trucks would be 3,000 SF, less than the maximum of 4,000 SF allowed. There is no reason provided in the code as to why a use like this may be allowed for public works, service, or utilities, found in Section 3.258(12), above, but not for private enterprise. Staff finds little difference except for the ownership, and otherwise finds the commercial trucking use similar in use and compatibility to Section 3.258(12). Staff recommends approval of the proposed commercial trucking facility, Dennis Horton Trucking, on the subject property pursuant to Section 3.258(18), subject to development standards and with conditions of approval as appropriate. **The proposed commercial trucking facility can be permitted pursuant to Section 3.258(18).**

**Section 3.262. Development and Use Standards.**

The following standards are applicable to all permitted Type II uses in this zone.

1) Plan review and approval: No building permit or other permit for construction or alteration of any building structure or use in this zone shall be issued until plans have been reviewed and approved by the Community Development Director in order to evaluate the conformity with the performance standards of this zone and the Comprehensive Plan and the compatibility of vehicular access, signs, lighting, building placement and designs, landscaping, adjoining uses and location of water and sewage facilities.

2) Standards:

(A) Air quality: The air quality standards set by the Department of Environmental Quality shall be the guiding standards in this zone, except that open burning is prohibited in any case.

**APPLICANT RESPONSE:** The proposed use will comply with DEQ air quality standards, and is not anticipated to significantly affect air quality. The commercial trucking operation will not generate smoke or significant quantities of air pollutants, due to the small number of employees (3-4) and limited number of truck trips (4-5 per day)

(B) Noise: As permitted under all laws and regulations.

**APPLICANT RESPONSE:** The proposed uses will not generate noise that will violate any law or regulation. Noise will be minimal in that the operations consist of employees arriving to take a truck out for pickup and delivery of bulk materials. At the end of their shifts the employees return to park their trucks. Associated truck repair and maintenance shall take place within the associated shop building.

(C) Storage: Materials and or equipment shall be enclosed within a structure or concealed behind sight-obscuring screening.

**APPLICANT RESPONSE:** All storage will occur within the shop building.

(D) Fencing: Allowed inside a boundary planting screen and where it is necessary to protect or to protect the public from a dangerous condition. The proposed fence locations and will be subject to Community Development Director review and approval.

**APPLICANT RESPONSE:** No fencing is proposed.

(E) Buffer: Where the RCC zone adjoins a zone other than RCC, there shall be a buffer area of depth adequate to provide for a dense evergreen landscape buffer which attains a minimum height of 8-10 feet, or such other screening measures as may be prescribed by the Community Development Director in the event differences in elevation or other circumstances should defeat the purpose of this requirement. In no case shall the buffer area have less width than the required 50-foot setback of this zone.

**APPLICANT RESPONSE:** The south boundary of Tax Lot 2101 abuts the Rural Community Residential (RCR) Zone. An existing landscape buffer is indicated on the plan.

(F) Vibration: No vibration other than that caused by highway vehicles, trains and aircraft shall be permitted which is discernible without instruments at the property line of the use concerned.

**APPLICANT RESPONSE:** The proposed uses will not generate vibrations other than that caused by highway vehicles, and no vibrations will be discernible at the property lines.

(G) Heat and glare: Except for exterior lighting, operations producing heat or glare shall be constructed entirely within an enclosed building.

**APPLICANT RESPONSE:** The proposed uses will not generate heat or glare.

(H) Lighting: Exterior lighting shall be directed away from adjacent property, with cutoff lighting required, when adjacent to a residential zone.

**APPLICANT RESPONSE:** Any exterior lighting will be directed away from adjacent property.

3) Density Provisions:

(A) The minimum lot width shall be 75 feet.

**APPLICANT RESPONSE:** The lot width is 182 feet in the front and 184 feet in the rear, 183 feet average.

(B) Other permitted development standards as required to meet State sanitation requirements and local setback and ordinance requirements.

**APPLICANT RESPONSE:** Water and sewer will be provided respectively by Youngs River Water District and Miles Crossing Sanitary Sewer District; hence water supply and septic setbacks are N/A.

(C) Lot width/depth dimension shall not exceed a 1:3 ratio.

**APPLICANT RESPONSE:** Lot width:depth is approximately 183:328, or approximately 1:1.79

4) Setback requirements:

(A) Front yard setbacks: 25 feet.

**APPLICANT RESPONSE:** The front yard setback will be at least 130'.

(B) Side and rear yard when abutting a residence or residential zone: 10 feet.

**Agenda Item # 15. RESPONSE:** The rear yard setback will be at least 150 feet.

297

5) Building height:

(A) The maximum building height for commercial uses shall be 35 feet.

**APPLICANT RESPONSE:** The building height will not exceed 35 feet.

6) Building size:

(A) The maximum building size for new commercial uses shall not exceed the floor area standards listed in Section 3.258 unless:

1) The findings approving the use are included in an amendment to the comprehensive plan, processed under post acknowledgement procedures (ORS 197.610 through 197.625);

**APPLICANT RESPONSE:** The building does not exceed the floor area standards in Section 3.258; i.e., ≤4 ksf per use.

8) All new developments and cumulative or incremental expansion of an existing development footprint greater than twenty-five percent shall indicate on the development permit application how storm water is to be managed from the property or retained on site. The County Engineer may require the installation of culverts, dry wells, retention facilities, or other mitigation measures where development may create adverse storm drainage impacts on surrounding properties, adjacent streams or wetlands, and particularly on low lands or on slopes greater than fifteen percent.

**APPLICANT RESPONSE:** Improvements for storm water management will be determined according to requirements from the Grading, Drainage and Erosion Control Plan Review.

10) Developments adjacent to or across the street from residential zones shall be contained within an enclosed building or screened from the residential district with a sight obscuring fence or vegetation.

**APPLICANT RESPONSE:** N/A

11) All standards as set forth in the Clatsop County Standards Document, as amended.

**APPLICANT RESPONSE:** Those standards that apply to the development will be met.

**STAFF FINDINGS:** According to the preliminary site plan and the applicant's responses to L3.262 (1-11), the structure and activities will meet the standards of the RCC Zone, including the setback to the property line that abuts a residence or residential zone. Review and approval of a final commercial site plan is required, at which time compliance with the standards listed above will be verified. **Development and use standards of Section 3.262, LWDUO, apply to all activities in the RCC Zone. Compliance with the standards shall be demonstrated on the applicant's final commercial site plan, which must be reviewed and approved prior to establishment of the proposed use (see Condition #4, page 23).**

#### **Section 3.264 State and Federal Permits**

If any state or federal permit is required for a development or use, an applicant, prior to issuance of a development permit or action, shall submit to the Planning Division a copy of the state or federal permit.

**STAFF FINDING:** Copies of all necessary state and federal permits shall be required as a condition of approval in order to obtain a development permit (Condition #2, page 23).

**SECTION 4.000. FLOOD HAZARD OVERLAY DISTRICT (/FHO)**

**Section 4.010. Purpose**

The purpose of the flood hazard overlay district is to identify those areas of the County subject to the hazards of periodic flooding and establish standards and regulations to reduce flood damage or loss of life in those areas. This district shall apply to all areas of special flood hazards within the unincorporated areas of Clatsop County as identified on Flood Insurance Rate Maps (FIRM) and Flood Boundary and Floodway Maps. In advancing these principles and the general purposes of the Clatsop County Comprehensive Plan, the specific objectives are: (1) To promote the general health, welfare and safety of the County; (2) To prevent the establishment of certain structures and land uses unsuitable for human habitation because of the danger of flooding, unsanitary conditions or other hazards; (3) To minimize the need for rescue and relief efforts associated with flooding; (4) To help maintain a stable tax base by providing for sound use and development in flood-prone areas and to minimize prolonged business interruptions; (5) To minimize damage to public facilities and utilities located in flood hazard areas; (6) To insure that potential home and business buyers are notified that property is in a flood area.

**STAFF FINDING:** The entirety of the subject property is located within the /FHO, FEMA AE 100-year Zone. A Floodplain Development Permit shall be required prior to any site preparation or construction activities. **A condition of approval shall ensure that all development occurs in accordance with the criteria set forth in Section 4.000, LWDUO (see Condition #3, page 23).**

**SECTION 5.000. CONDITIONAL DEVELOPMENT AND USE.**

**Section 5.010. Application for a Conditional Development and Use.**

If a development and use is classified as conditional in a zone, it is subject to approval under Sections 5.000 to 5.030. An applicant for a proposed conditional development and use shall provide facts and evidence and a site plan in compliance with Section 5.300 sufficient to enable the Community Development Director or hearing body to make a determination.

**Section 5.015. Authorization of a Conditional Development and Use.**

- (1) A new, enlarged or otherwise altered development classified by this Ordinance as a conditional development and use may be approved by the Community Development Director under a Type II procedure except that the following conditional developments and uses may be approved by the Hearings Officer under a Type IIa procedure:

**STAFF FINDING:** The proposed use does not fall into the categories listed in Section 5.015(1) and the similar use application asserts the activity is similar in nature to a use found in Section 3.258, Type II conditional uses; therefore, the application can be processed under the Type II review rather than the Type IIa review procedure.

- (2) In addition to the other applicable standards of this ordinance, the hearing body must determine that the development will comply with the following criteria to approve a conditional development and use.
- (A) The proposed use does not conflict with any provision, goal, or policy of the Comprehensive Plan.

**APPLICANT RESPONSE:** To applicant's best knowledge the proposed use does not conflict with the applicable provisions, goals or policies of the Comprehensive Plan.

- (B) The proposed use meets the requirements and standards of the Clatsop County Land and Water Development and Use Ordinance (Ordinance 80-14).

**APPLICANT RESPONSE:** To applicant's best knowledge, the proposed use meets LWDUO requirements as indicated and addressed in the application.

**STAFF FINDING:** Section C of this report evaluates this application for compliance with the Comprehensive Plan. Section C will demonstrate the proposed use does not conflict with any provision, goal or policy with appropriate conditions of approval and compliance with development standards. Throughout this report the application is evaluated against the requirements and standards of the Land and Water Development and Use Ordinance (LWDUO) to ensure consistency. **The criteria are met through conditions. (Refer to the recommended conditions of approval, page 23).**

- (C) The site under consideration is suitable for the proposed use considering:
- 1) The size, design, and operating characteristics of the use, including but not limited to off-street parking, fencing/buffering, lighting, signage, and building location.
  - 2) The adequacy of transportation access to the site, including street capacity and ingress and egress to adjoining streets.
  - 3) The adequacy of public facilities and services necessary to serve the use.
  - 4) The natural and physical features of the site such as topography, natural hazards, natural resource values, and other features.

**APPLICANT RESPONSE:**

- 1) The site design easily accommodates the required parking, and lighting and signage will comply with code standards. The building location meets setback requirements and makes economical use of the site.
- 2) The property fronts and takes access from Highway 101 Business, classified as a primary arterial. The new existing paved approach is 48 wide at the roadway edge and about 30 feet wide at the property line, which exceeds the driveway and approach standards.
- 3) Water, sewer and power providers have indicated on the Agency Review & Approval Form that they have the capacity to serve the development.
- 4) The proposed use preserves the natural features of the site to the greatest extent possible. The existing wetland area will not be filled or negatively impacted.

**STAFF FINDINGS:** The subject property is in a mixed farm, commercial and light industrial area that includes a landscaping business (Greensmith), various fabrication and machine shops, a wholesale ice-manufacturing plant, power equipment rentals and repairs, an auto body repair shop, an auto detailer, a mini-storage, and two commercial freight companies (TP Freight and Kauppi Trucking), all mixed with rural residences and surrounded by farmlands. The subject property is within the Miles Crossing Sanitary Sewer District and the Youngs River, Lewis & Clark Water District service areas. Other utilities are available at the road.

The characteristics of the proposed use are consistent with the commercial/light industrial feel of the neighborhood as it exists currently. The size of the property is adequate, based on the dimensions of the building proposed and the parking requirements. Access appears to be adequate, but final approval from ODOT to use the existing road approach will be required. The fact that Dennis Horton Trucking currently operates on adjacent property, along with other similar businesses, without any known issues or complaints also indicates the general compatibility of the subject property for the proposed use. Further, the Planning Commission recently approved commercial freight operator TP Freight on property directly north of the subject property.

The applicant has obtained a professional wetland delineation and a statement of concurrence from the Oregon Department of State Lands (DSL). The applicant's proposed site plan indicates avoidance of the delineated wetland area. The entire site is located within the Flood Hazard Overlay; the applicant will be required to meet the standards of L4.000 Flood Hazard Overlay District for site preparation and building construction. Grading, Drainage and Erosion Control Plan Review will also be required in order to ensure the development is consistent with the natural and physical features of the site.

(D) The proposed use is compatible with existing and projected uses on surrounding lands, considering the factors in (C) above.

**APPLICANT RESPONSE:** Due to its relatively low-impact characteristics, the proposed use will be compatible with adjacent uses, which are:

- North: Hwy 101 Business ROW, and the proposed use is similar to and compatible with existing and potential commercial uses in the RCC zone across the highway—directly opposite is a partially vacant commercially-zoned parcel containing an older commercially-associated dwelling that is not continually occupied, and this partially vacant parcel is flanked by North Coast Trucking, a Miles Crossing Sewer District facility, and a mini-storage;
- East: the proposed use, Horton Trucking Co., currently operates on the adjacent parcel, via a lease. The lease is not exclusive, and Horton must share the site with several other trucking-related businesses.
- South: The entire south boundary of the parcel abuts the RCR zone, and the line diverges at the southeast corner of the subject property to the southeast. The line splits the adjacent Kauppi Trucking property, and appears to align directly across a manufactured home, behind the trucking yard, that appears to be occupied. The parcel directly south is fully in the RCR zone, but that parcel takes access from Lewis & Clark Road and the dwelling is at least 350 feet from the south boundary of the subject parcel, and is screened by dense evergreens at the property line.
- West: the proposed use will involve much lower numbers of employees and vehicle trips than those involved in the existing Greensmith Landscaping business.

**STAFF FINDING:** The subject property is situated on a state highway in an area of mixed farm, residential, commercial and light industrial uses. The area along the highway is developed to a large extent. The surrounding area uses are similar or compatible to the north, east and west of the subject property, and a vegetative buffer exists between the subject property and residential-zoned land to the south. Conditions of approval will ensure the proposed use will be compatible with surrounding uses. **The criterion is met through conditions of approval (refer to the recommended conditions of approval listed on page 23).**

(E) The proposed use will not interfere with normal use of coastal shorelands.

**APPLICANT RESPONSE:** The proposed use will occur well beyond the 50' setback to the edge of the Shoreland Overlay and does not have the potential to interfere with "normal use" thereof.

(F) The proposed use will cause no unreasonably adverse effects to aquatic or coastal shoreland areas, and

**APPLICANT RESPONSE:** The delineated wetland area provides sufficient buffering to prevent any adverse effects to the nearby slough.

**STAFF FINDING:** Staff concurs with the applicant. Conditions of approval for a stormwater drainage plan to disperse the run-off, to prevent channelization, and an erosion control plan commensurate with S2.500 will ensure the proposed use does not interfere with normal use of coastal shorelands. **The criterion is met through conditions of approval (see Condition #5, page 23).**

(G) The use is consistent with the maintenance of peripheral and major big game habitat on lands identified in the Comprehensive Plan as Agricultural Lands or Conservation Forest Lands. In making this determination, consideration shall be given to the cumulative effects of the proposed action and other development in the area on big game habitat.

**STAFF FINDING:** The Comprehensive Plan designation for the subject property is Development and the property is not located within the Major or Peripheral Big Game Habitat Overlay. **This criterion does not apply.**

(H) In addition to compliance with the criteria as determined by the hearing body and with the requirements of Sections 1.040 and 1.050, the applicant must accept those conditions listed in Section 5.025 that the hearing body finds are appropriate to obtain compliance with the criteria.

**STAFF FINDING:** The Planning Commission has the ability to determine whether any of the requirements listed in Section 5.025 (see below), should apply to the applicant's request. **This criterion is satisfied.**

**Section 5.025. Requirements for Conditional Development and Use.**

In permitting a conditional development and use, the hearing body may impose any of the following conditions as provided by Section 5.015:

- 1) Limit the manner in which the use is conducted, including restricting the time an activity may take place and restraints to minimize such environmental effects as noise, vibration, air pollution, glare and odor.
- 2) Establish a special yard or other open space or lot area or dimension.
- 3) Limit the height, size or location of a building or other structure.
- 4) Designate the size, number, location or nature of vehicle access points.
- 5) Increase the amount of street dedication, roadway width or improvements within the street right-of-way.
- 6) Designate the size, location, screening, drainage, surfacing or other improvement of a parking or truck loading areas.
- 7) Limit or otherwise designate the number, size, location, height of or lighting of signs.
- 8) Limit the location and intensity of outdoor lighting or require its shielding.
- 9) Require diking, screening, landscaping or another facility to protect adjacent or nearby property and designate standards for installation or maintenance of the facility.
- 10) Designate the size, height, location or materials for a fence.
- 11) Require the protection of existing trees, vegetation, water resources, wildlife habitat or other significant natural resources.
- 12) Require provisions for public access (physical and visual) to natural, scenic and recreational resources.
- 13) Specify other conditions to permit the development of the County in conformity with the intent and purpose of the classification of development.

**STAFF FINDING:** Compliance with the development standards found in the RCC Zone and Standards Document, and recommended conditions of approval, will adequately limit the potential negative impacts of the proposed development. While staff does not recommend adding any of the conditions listed above, the Planning Commission has the ability to do so. **Compliance with development standards and recommended conditions of approval is adequate to limit the potential negative impacts of the proposed development (see recommended conditions of approval, page 23).**

**SECTION 5.300. SITE PLAN REVIEW.**

**Section 5.302. Site Plan Review Requirements.**

Before a permit can be issued for development in a special purpose district or for a conditional development and use or a development and use permitted with review, a site plan for the total parcel and development must be approved by the Community Development Director or Planning Commission. Information on the proposed development shall include sketches or other explanatory information the Director may require or the applicant may offer that present facts and evidence sufficient to establish compliance with Sections 1.040, 1.050 and the requirements of this Section.

**STAFF FINDING:** Conditions of approval shall include that the owner or his agent submits a final site plan that depicts the elements required as part of the conditional approval. **This criterion can be met with a condition of approval (see Condition #4, page 23).**

**B. STANDARDS DOCUMENT**

**CHAPTER 2. SITE ORIENTED IMPROVEMENTS**

**S2.200. Off-Street Parking Required.**

Off-street parking and loading shall be provided for all development requiring a development permit according to S2.200 to S2.212.

**S2.202. Minimum Off-Street Parking Space Requirements.**

Any uses described herein may provide up to 30% of the required number of parking spaces, except ADA-required spaces, as compact spaces, measuring no less than seven feet wide by eighteen feet long. Compact spaces shall be clearly marked accordingly. The minimum off-street parking space requirements are as follows:

- (4) Industrial type of development and number of parking spaces:
  - Air, rail or trucking freight terminal: (1) per employee on largest shift

**STAFF FINDING:** The Standards Document does not include an off-street parking requirement for a “commercial trucking” facility. The closest classification found is “Air, rail, or trucking freight terminal” which requires one space per employee on the largest shift. The applicant states the operation would have a fleet of four to five trucks, so the largest shift would be five, requiring five off-street parking spaces for the employees. The applicant’s preliminary site plan depicts five parking spaces. **The off-street parking requirement is satisfied, as depicted on the applicant’s preliminary site plan. A condition of approval shall require the final site plan depict parking commensurate with the requirements of S2.202 through S2.212 (see Condition #4a, page 23).**

**S2.300. Sign Requirements.**

PURPOSE: These regulations are intended to promote scenic values; prevent unsafe driver distractions; provide orientation and directions; facilitate emergency response; and generally provide useful signs in appropriate areas.

**STAFF FINDING:** The applicant has not included signage in this application. If signage is desired, it shall conform to the standards of S2.300. The applicant may include signage on the final site plan for review and approval. Otherwise, a separate sign permit will be required. **A condition of approval will ensure sign requirements are satisfied (see Condition #4b, page 23).**

**S2.500 Erosion Control Development Standards**

**S2.501 Purpose.**

The objective of this section is to manage development activities including clearing, grading, excavation and filling of the land, which can lead to soil erosion and the sedimentation of watercourses, wetlands, public and private roadways. The intent of this section is to protect the water quality of improve fish habitat, and preserve top soil by developing and implementing standards to

help reduce soil erosion related to land disturbing activities. In addition, these standards are to serve as guidelines to educate the public on steps to take to reduce soil erosion.

**S2.503 Erosion Control Plan**

(1) An Erosion Control Plan shall be required for land disturbing activities, in conjunction with a development permit.

**STAFF FINDING:** The owner has obtained a professional wetland delineation as well as a statement of concurrence from the Oregon Department of State Lands (DSL), which is required in order to demonstrate a discrepancy between mapped wetlands and actual site conditions. The owner used the wetland delineation as the basis for a preliminary grading/drainage/erosion control plan (Exhibit 1) commensurate with the requirements of S2.500. Grading, Drainage, and Erosion Control Plan Review shall be required prior to site preparation or construction activities. **The requirements set forth in Standards Document Section S2.500 can be satisfied with a condition of approval (see Condition #5, page 23).**

**CHAPTER 5 VEHICLE ACCESS CONTROL AND CIRCULATION**

**S5.033 Access Control Standards.**

(3) Access Options. When vehicle access is required for development (i.e., for off-street parking, delivery, service, drive-through facilities, etc.), access shall be provided by one of the following methods (a minimum of 10 feet per lane is required). These methods are “options” to the developer/subdivider.

(C) Option 3. Access is from a public street adjacent to the development parcel. If practicable, the owner/developer may be required to close or consolidate an existing access point as a condition of approving a new access. Street accesses shall comply with the access spacing standards in Subsection (6) below.

(13) Vision Clearance. See Section S2.012. Clear Vision Area.

(14) Construction. The following development and maintenance standards shall apply to all driveways and private streets, except that the standards do not apply to driveways serving one single-family detached dwelling:

- (A) Surface Options. Driveways, parking areas, aisles, and turn-arounds may be paved with asphalt, concrete or comparable surfacing, or a durable non-paving material may be used to reduce surface water runoff and protect water quality. Paving surfaces shall be subject to review and approval by the Public Works Director.
- (B) Surface Water Management. When a paved surface is used, all driveways, parking areas, aisles and turn-arounds shall have on-site collection or infiltration of surface waters to eliminate sheet flow of such waters onto public rights-of-way and abutting property. Surface water facilities shall be constructed in conformance with standards approved by the Public Works Director.
- (C) Driveway Aprons. When driveway approaches or “aprons” are required to connect driveways to the public right-of-way, they shall be paved with concrete or asphalt surfacing.

**STAFF FINDING:** The site currently has a single, ODOT-approved access point to Hwy 101 Business, a state highway with a functional classification of primary arterial. Representatives of ODOT attended a pre-application conference and communicated the applicable requirements for approval to use the existing road approach for the proposed use to the applicant and property owner. The applicant’s preliminary site plan appears to satisfy the applicable vehicle access control and circulation requirements of Standards Document Chapter 5. Review of the standards will be included in the required approval of the applicant’s final site plan. **A condition of approval shall require documentation from ODOT demonstrating approval to use the existing road approach for the proposed use (see Condition #12, page 23).**

## C. COMPREHENSIVE PLAN GOALS AND POLICIES

### Goal 1 – Citizen Involvement

7. Clatsop County shall use the news media, mailings, meetings, and other locally available means to communicate planning information to citizens and governmental agencies. Prior to public hearings regarding major plan revisions, notices shall be publicized.
8. Clatsop County shall establish and maintain effective means of communication between decision-makers and those citizens involved in the planning process. The County shall ensure that ideas and recommendations submitted during the planning process will be evaluated, synthesized, quantified, and utilized as appropriate.
9. Public notices will also be sent to affected residents concerning zone and comprehensive plan changes, conditional uses, subdivisions and planned developments.

**STAFF FINDING:** Appropriate measures have been taken to assure that the Type III Authorization of Similar Use and Type II Conditional Use Application have been processed in accordance with the applicable Citizen Involvement (Goal 1) policies of the County Comprehensive Plan (7-9) listed above (see Exhibit 2). **Goal 1 is satisfied.**

### Goal 2 – Land Use Planning

The County's land and water have been placed in one of six (6) Plan designations including: 1. Development; 2. Rural Agricultural Lands; 3. Conservation Forest Lands; 4. Conservation Other Resources; 5. Natural; and 6. Rural Lands.

#### 1. Development

Development areas are those with a combination of physical, biological, and social/economic characteristics which make them necessary and suitable for residential, commercial, or industrial development and includes those which can be adequately served by existing or planned urban services and facilities.

In Clatsop County, the County has three types of such areas: cities and their urban growth boundaries; rural communities; and rural service areas, which are areas similar to cities (sewer and water) but lack size and a government structure.

c. Rural Communities. Clatsop County has identified and established boundaries for the following rural communities: Miles Crossing - Jeffers Gardens, Arch Cape, Svensen, Knappa, and Westport. Land use plans in these areas recognize the importance of communities in rural Clatsop County. These communities are established through a process that applies OAR 660 Division 22 requirements. Portions of land identified in the Miles Crossing and Jeffers Gardens rural community plan take an exception to Statewide Planning Goal 3 and Goal 4 for portions of land zoned EFU or AF. The exceptions documentation for a portion of the Miles Crossing and Jeffers Gardens rural community boundary is adopted as part of the Comprehensive Plan, and is located at the end of this section.

**STAFF FINDING:** The subject property is located within the Rural Community boundary of Miles Crossing – Jeffers Gardens, an area designated “Development” in the Comprehensive Plan. The proposed development, if allowed as a Type II conditional use in the RCC Zone, would be considered appropriate with conditions of approval. **The proposed project does not conflict with Goal 2 if the use is authorized as a similar use.**

### Goal 6 - Air, Water and Land Quality

Goal – To maintain and improve the quality of air, water, and land resources of the state.

Agenda Item # 15.

ulative effect of development on the County's environment should be monitored and, appropriate, regulated. When evaluating proposals that would affect the quality of the air,

305

water or land in the County, consideration should be given to the impact on other resources important to the County's economy such as marine resource habitat and recreational and aesthetic resources important to the tourist industry.

13. Any development of land, or change in designation of use of land, shall not occur until it is assured that such change or development complies with applicable state and federal environmental standards.

**STAFF FINDING:** The Oregon Department of State Lands (DSL) and Department of Environmental Quality (DEQ) were provided with the public notice as documented in Exhibit 2. Neither agency provided comment at the date of this staff report. **A condition of approval requires the applicant to provide documentation of any required state and federal permits for the proposed use (see Condition #2, page 23). Goal 6 is satisfied with the condition of approval.**

### **Goal 7 - Natural Hazards**

Goal – To protect life and property from natural disasters and hazards.

#### Flood Hazard Policies

2. Through an integrated flood hazard management program, the county will implement and administer appropriate land use planning techniques and construction standards.
4. The County shall limit land uses in the floodplain to those uses identified by the adopted floodplain regulations as suitable.

**STAFF FINDING:** The county's Flood Hazard Overlay shows the subject property is located in the FEMA AE 100-year Zone. As stated in Section A of this report, the applicant is required to obtain a floodplain development permit prior to site preparation or construction activities. **With a condition of approval, the proposal satisfies Goal 7 (see Condition #3, page 23).**

### **Goal 9 - Economy**

#### Goal

To diversify and improve the economy of the state and Clatsop County.

**STAFF FINDING:** The Rural Communities were created more recently than the last update to Goal 9. As a result, there are no specific policies in Goal 9 that address the Rural Communities; however, the generalized goal itself, to diversify and improve the county's economy, can be considered applicable. As found in Section 3.254, LWDUO, the Purpose and Intent of the RCC Zone includes supporting local businesses and the community, which the proposed use does. By providing services to locally owned businesses and entitles, it supports and, therefore, contributes to the economic well-being of the community, which meets the intent of Goal 9. **The proposal satisfies Goal 9.**

### **Goal 11 - Public Facilities and Services**

#### Overall Policy Regarding Appropriate Levels of Public Facilities in the County

Six different Plan designations exist for lands in the County. Differing levels of public facilities and services are appropriate for the different types of development planned for the County. Certain facilities and services are available to all County residents, such as County health services, Sheriff's protection and many other social services.

1. Development - This is a Plan category for estuary and shoreland areas appropriate for commercial and industrial use. Consequently, a level of public facilities sufficient to carry on that type of use is appropriate. Public water and sewer services would be appropriate but may not be necessary depending on the type of development. Public fire protection is appropriate. Development here will not directly affect school services, although increased employment may result in increased housing in the vicinity which would impact schools. Those impacts will be considered in terms of the residential effects, not at commercial or industrial development.

General Public Facilities Policies

3. Development permits (excluding land divisions) shall be allowed only if the public facilities (water and sanitation, septic feasibility or sewage capacity) are capable of supporting increased loads.

Water Supply Systems Policies

1. If a community water system is to be utilized, either in the development of a subdivision, planned development, or the building of individual residences, commercial or industrial structures requiring water or subsurface sewage disposal, the County shall require proof that a year-round source of potable water is available.

**STAFF FINDING:** The Rural Community of Miles Crossing / Jeffers Garden is within an area designated as "Development" in the county's Comprehensive Plan. This designation demonstrates the Miles Crossing / Jeffers Garden area has been pre-determined to be appropriate for commercial and industrial development, and an exception to statewide planning Goals 3, 4, and 14 was approved by the Board of Clatsop County Commissioners, Ordinance No. 02-06, on December 13, 2002, approving the Rural Community Boundary. The site is served by water, sewer and fire districts. A condition of approval shall require agency approval from each district prior to issuance of a development permit, demonstrating public facilities continue to be sufficient to support this proposal. **Goal 11 can be satisfied with a condition of approval (see Condition #1, page 23).**

**Goal 12 – Transportation**

Vision

*All transportation modes flow smoothly and safely to and throughout the county, meeting the needs to residents, businesses, visitors, and people of all physical and financial conditions. Existing transportation assets are protected and complemented with multi-modal improvements. Evacuations and emergency response preceding and following natural disasters are managed effectively.*

GOAL 2: Provide for efficient motor vehicle travel to and through the county.

Policy 2d: Limit access points on highways and arterials. Support consolidated and shared access points.

GOAL 8: Ensure the transportation system supports a prosperous and competitive economy.

Policy 8a: Encourage improvements to the freight system efficiency, access, capacity and reliability.

**STAFF FINDING:** The site plan depicts using an existing ODOT-approved road approach to Highway 101 Business, a state highway with functional class primary arterial. This would limit access points to those existing already, which is consistent with Goal 2 and Policy 2d. Approval of the proposed use would allow the continuation of an existing commercial trucking company with an established client list, which is consistent with Goal 8 and Policy 8a, stated above. **The proposal is consistent with Goal 12.**

**Lewis & Clark-Olney-Wallooskee Community Plan**

Alluvial Lowlands Policy

Low density activities such as agriculture shall be the preferred uses in the alluvial lowlands.

**STAFF FINDING:** The proposed activity would occur in an area with a Comprehensive Plan designation of "Development" that is zoned RCC. It is in an area where goal exceptions have been taken in order to allow development. The site is adjacent to other commercial and light industrial uses and should not interfere with farm uses. As goal exceptions and zoning review previously performed found the site could accommodate commercial uses when conditioned appropriately, it can be determined the development does not conflict with the Alluvial Lowlands Policy. **The proposal is consistent with the Lewis & Clark-Olney-Wallooskee Community Plan.**

### III. PUBLIC COMMENTS

As of the time of this staff report's preparation, no public or agency comments have been received.

### IV. CONCLUSION AND RECOMMENDATION

Based on the application materials the department finds that the criteria relevant to this request have been met, or can be met through conditions of approval. The department recommends that the application be **APPROVED, SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL:**

- (1) The applicant shall obtain a development permit prior to action pursuant to the proposed use. Issuance of the development permit is contingent upon an approved Floodplain Development Permit, completed Agency Review & Approval Form, Commercial Site Plan Review, and Grading, Drainage, and Erosion Control Plan Review.
- (2) Copies of any required state and/or federal permits for the proposed use shall be provided to Community Development prior to issuance of the required development permit.
- (3) Prior to issuance of a development permit for the proposed use, the applicant shall obtain a Floodplain Development Permit. All development shall occur in accordance with the provisions of Section 4.000 Flood Hazard Overlay, LWDUO.
- (4) The applicant shall submit a final commercial site plan for review and approval prior to the issuance of a development permit. The site plan shall depict all proposed site development, signage, exterior lighting, vehicular access and circulation, off-street parking, fencing/screening/buffering, and significant natural and physical features.
  - (a) The applicant's final site plan shall include off-street parking commensurate with the requirements of Standards Document Sections S2.202 – S2.212.
  - (b) If signage is desired, it shall conform to Standards Document Section S2.300. Signage may be reviewed as part of the required final site plan review. Otherwise, a separate sign permit will be required.
- (5) The applicant shall provide a final erosion control plan commensurate with the requirements of Standards Document Section S2.500, and obtain approval through the Grading, Drainage, and Erosion Control Plan Review process in conjunction with a development permit.
- (6) The air quality standards set by the Department of Environmental Quality shall be the guiding standards in this zone, except that open burning is prohibited in any case.
- (7) Noise is allowed as permitted under all laws and regulations.
- (8) Materials and or equipment shall be enclosed within a structure or concealed behind sight-obscuring screening.
- (9) Fencing is allowed inside a boundary planting screen and where it is necessary to protect property or to protect the public from a dangerous condition. Fence locations and design will be subject to Community Development Director review and approval.
- (10) Exterior lighting shall be full cut-off design and shall not cast glare on adjacent properties or rights-of-way.
- (11) Except for exterior lighting, operations producing heat or glare shall be conducted entirely within an enclosed building.
- (12) The applicant shall provide documentation demonstrating approval from ODOT for use of the road approach to Highway 101 Business for the proposed development.

***Other regulations, including, but not limited to, the following also apply:***

- (1) This approval is valid for a period of two (2) years from the date of approval. The Community Development Director can authorize one extension of up to 12 months.
- (2) A complaint from neighbors shall be cause for review of the Conditional Use. The review may be a Type II County enforcement proceeding. In such proceeding, the Compliance Order may impose any of the conditions described in 5.025 of the Clatsop County Land and Water Development and Use Ordinance.
- (3) Development shall comply with all applicable state, federal and local laws and regulations.