

**NOTICE OF BOARD WORKSHOP AND BOARD MEETING**  
**of the**  
**TILLAMOOK COUNTY BOARD OF COMMISSIONERS**  
 Also sitting as the Board of the  
 SOLID WASTE SERVICE DISTRICT,  
 THE 4-H AND EXTENSION SERVICE DISTRICT  
 AND COUNTY ROAD DISTRICT  
 to be held

**FILED**  
*RJK/OKS*  
 JAN 2 - 2015  
 TASSI O'NEIL  
 COUNTY CLERK

**Wednesday, September 10, 2014**  
**Workshop at 8:30 a.m.**  
**Commissioners' Meeting Room B**  
 County Courthouse, 201 Laurel Avenue, Tillamook, Oregon

**Board Meeting at 10:00 a.m.**  
**Commissioners' Meeting Room A**  
 County Courthouse, 201 Laurel Avenue, Tillamook, Oregon

**BOARD OF COMMISSIONERS**

Bill Baertlein, Chair  
 E-mail: [bbaertle@co.tillamook.or.us](mailto:bbaertle@co.tillamook.or.us)

Tim Josi, Vice Chair  
 E-mail: [tjosi@co.tillamook.or.us](mailto:tjosi@co.tillamook.or.us)

Mark Labhart, Commissioner  
 E-mail: [mlabhart@co.tillamook.or.us](mailto:mlabhart@co.tillamook.or.us)

201 Laurel Avenue  
 Tillamook, Oregon 97141  
 Phone: (503) 842-3403 FAX: (503) 842-1384

ANY QUESTIONS? Contact  
 Paul Levesque (503) 842-1809  
 E-mail: [plevesqu@co.tillamook.or.us](mailto:plevesqu@co.tillamook.or.us)

COUNTY WEBSITE: <http://www.co.tillamook.or.us>

WATCH THIS MEETING ONLINE: [tctvonline.com](http://tctvonline.com)  
 OR ON TV: TCTV Channel 4

Friday – 1:00 p.m.  
 Monday – 7:00 p.m.  
 Thursday – 9:30 a.m.

Saturday – 3:30 a.m.  
 Tuesday – 10:00 p.m.

Sunday – 7:00 p.m.  
 Wednesday – 7:00 a.m.

NOTE: The Board of Commissioners reserves the right to recess to Executive Session as may be required at any time during this meeting, pursuant to ORS 192.660(1).

NOTE: The Tillamook County Courthouse is accessible to persons with disabilities. If special accommodations are needed for persons with hearing, visual or manual impairments who wish to participate in the meeting, please contact (503) 842-3403 at least 24 hours prior to the meeting so that the appropriate communications assistance can be arranged.

## WORKSHOP – AUDIO09-10-2014A.MP3

CALL TO ORDER: Wednesday, September 10, 2014 8:32 a.m.

1. Welcome & Request to Sign Guest List
2. 0:25 Public Comment – Non-Agenda Items
3. 0:31 Discussion Concerning an Order Reappointing John Hanson, Jan Stewart and Andy Stricker to the Tillamook County Building Appeals Board/Jan Stewart
4. 5:02 Discussion Concerning an Interagency Agreement with Tillamook Family Counseling Center, Inc. for Behavioral Health Services/Marlene Putman, Barbara Weathersby
5. 9:45 Discussion Concerning an Order Designating County Counsel to Receive the Information Described in House Bill 2662/Bill Sargent
6. 10:51 Discussion Concerning an Order Revising the Tillamook County Contract Policy/Bill Sargent
7. 12:53 Discussion Concerning a Letter to the City of Bay City Regarding Residences without City Services/Bill Sargent
8. 14:37 Discussion Concerning Oregon State Service Corps, an AmeriCorps Program, 2014-2015 Placement Site Contract for Full-Time Member Positions/Gordon McCraw
9. 21:26 (ITEMS 9 AND 10 TAKEN TOGETHER) Discussion Concerning Modification #3 to Professional Services Agreement with Waud's Funeral Home and Tillamook Crematory for Removal and Transport of Deceased Subjects to State Medical Examiner/William Porter; and
10. Discussion Concerning a Professional Services Agreement with Paul E. Betlinksi, M.D. for Medical Examiner Services/William Porter
- 25:40 OTHER: Procedure for Trespassing in Public Buildings
11. 38:12 Discussion Concerning Addendum Number 1 to Request for Quotations #32359 to Portland State University for Oregon Solutions Project Manager Contractor Pool/Marie Heimburg
12. 41:25 Human Resources Report/Mona Hamblen  
41:37 Review of Teamsters Bargaining Proposal
13. 42:13 Community Development Update/Bryan Pohl  
42:33 Nestucca River/ Endangered Species Act for the Local Map Amendment Revision (LOMAR)  
55:41 Moratorium Extensions
14. Chief of Staff Report/Paul Levesque
  - a. 57:29 Discussion Concerning a Partners for Fish and Wildlife Program Landowner Agreement (No. 6438.1403) with the US Fish and Wildlife Service for the Southern Flow Corridor Project/Paul Levesque
  - b. 58:00 Discussion Concerning a Professional Services Agreement with Anderson Geological for Additional Site Investigation of Sadri and Schmidt Properties

1:05:00 OTHER: Schedule Transient Lodging Tax – Tourism Advisory Committee Assistance  
Trask Park

15. Staff Report/Sue Becraft
  - a. 1:09:50 Suggestion Box
  - 1:10:10 OTHER: Parks Advisory Council
16. 1:11:02 Board Concerns – Non-Agenda Items
17. 1:11:09 Public Comments – There were no comments.

**ADJOURN at 9:44 a.m.**

**MEETING – AUDIO09-10-2014B.MP3**

CALL TO ORDER: Wednesday, September 10, 2014 10:03 a.m.

1. Welcome & Request to Sign Guest List
2. 0:12 Public Comment – Non-Agenda Items – There were none.

**CONSENT CALENDAR**

3. 0:17 Liquor License Application for Additional Privilege for Off-Premises Sales for The Café on Hawk Creek  
A motion was made by Commissioner Labhart and seconded by Vice Chair Josi. The motion carried with three aye votes.

**LEGISLATIVE – ADMINISTRATIVE**

4. 0:36 Consideration of an Order Reappointing John Hanson, Jan Stewart and Andy Stricker to the Tillamook County Building Appeals Board/Jan Stewart  
A motion was made by Vice Chair Josi and seconded by Commissioner Labhart. The motion carried with three aye votes.
5. 1:53 Consideration of an Interagency Agreement with Tillamook Family Counseling Center, Inc. for Behavioral Health Services/Marlene Putman, Barbara Weathersby  
A motion was made by Chair Baertlein and seconded by Vice Chair Josi. The motion carried with three aye votes.
6. 2:51 Consideration of an Order Designating County Counsel to Receive the Information Described in House Bill 2662/Bill Sargent  
A motion was made by Vice Chair Josi and seconded by Commissioner Labhart. The motion carried with three aye votes.
7. 3:59 Consideration of an Order Revising the Tillamook County Contract Policy/Bill Sargent  
A motion was made by Vice Chair Josi and seconded by Commissioner Labhart. The motion carried with three aye votes.
8. 5:20 Consideration of a Letter to the City of Bay City Regarding Residences without City Services/Bill Sargent

A motion was made by Vice Chair Josi and seconded by Commissioner Labhart. The motion carried with three aye votes.

9. 6:40 Consideration of Oregon State Service Corps, an AmeriCorps Program, 2014-2015 Placement Site Contract for Full-Time Member Positions/Gordon McCraw  
A motion was made by Commissioner Labhart and seconded by Vice Chair Josi. The motion carried with three aye votes.
10. 9:20 Consideration of Modification #3 to Professional Services Agreement with Waud's Funeral Home and Tillamook Crematory for Removal and Transport of Deceased Subjects to State Medical Examiner/William Porter  
A motion was made by Chair Baertlein and seconded by Commissioner Labhart. The motion carried with three aye votes.
11. 10:03 Consideration of a Professional Services Agreement with Paul E. Betlinks, M.D. for Medical Examiner Services/William Porter  
A motion was made by Chair Baertlein and seconded by Vice Chair Josi. The motion carried with three aye votes.
12. 10:49 Consideration of Addendum Number 1 to Request for Quotations #32359 to Portland State University for Oregon Solutions Project Manager Contractor Pool/Marie Heimburg  
A motion was made by Commissioner Labhart and seconded by Vice Chair Josi. The motion carried with three aye votes.
13. 11:46 Consideration of a Partners for Fish and Wildlife Program Landowner Agreement (No. 6438.1403) with the US Fish and Wildlife Service for the Southern Flow Corridor Project/Paul Levesque  
A motion was made by Vice Chair Josi and seconded by Commissioner Labhart. The motion carried with three aye votes.
14. 12:47 Consideration of a Professional Services Agreement with Anderson Geological for Additional Site Investigation of Sadri and Schmidt Properties/Paul Levesque  
A motion was made by Vice Chair Josi and seconded by Commissioner Labhart. The motion carried with three aye votes.
16. 15:34 (TAKEN OUT OF ORDER) Board Concerns – Non-Agenda Items & Announcements – Chair Baertlein read the announcements.

**Chair Baertlein recessed the meeting at 10:19 a.m.**

**Chair Baertlein reconvened the meeting at 10:30 a.m. - AUDIO09-10-2014C.MP3**

**10:30 a.m.**

15. **Public Hearing** to Consider the Proposed Extension of a Temporary Moratorium on Building Permit Issuance in the Nehalem and Nestucca River Floodplains

3:35 Chair Baertlein opened Public Testimony

3:44 Chair Baertlein closed Public Testimony

17. Public Comments

**ADJOURN at 10:35 a.m.**

## AGENDA

### WORKSHOP

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  - b. Discussion Concerning a Professional Services Agreement with Anderson Geological for Additional Site Investigation of Sadri and Schmidt Properties
15. Staff Report/Sue Becraft
  - a. Suggestion Box
16. Board Concerns – Non-Agenda Items

17. Public Comments

**ADJOURN**

**MEETING**

CALL TO ORDER: Wednesday, September 10, 2014 10:00 a.m.

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2. Public Comment – Non-Agenda Items

**CONSENT CALENDAR**

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**LEGISLATIVE – ADMINISTRATIVE**

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**10:30 a.m.**

15. **Public Hearing** to Consider the Proposed Extension of a Temporary Moratorium on Building Permit Issuance in the Nehalem and Nestucca River Floodplains
16. Board Concerns – Non-Agenda Items & Announcements
17. Public Comments

**ADJOURN**

BOARD MEETINGS AND ANNOUNCEMENTS

The commissioners will hold an executive session on **Tuesday, September 9, 2014** at **8:30 a.m.** pursuant to ORS 192.660(2)(i) to conduct a performance evaluation. The executive session will be held in the commissioners' meeting Rooms A in the Tillamook County Courthouse, 201 Laurel Avenue, Tillamook. The executive session is not open to the public.

The commissioners will meet with staff from the Federal Highway Administration, Oregon Department of Transportation and OTAK for a field tour to discuss the Cape Meares slide repair. The field tour will be on **Tuesday, September 23, 2014** from **10:00 a.m.** to **2:00 p.m.**

The commissioners' evening board meeting schedule is as follows:

October 15, 2014	Manzanita City Hall
December 17, 2014	Kiawanda Community Center
January 21, 2015	County Courthouse
February 18, 2015	New Nehalem City Hall
March 18, 2015	Kiawanda Community Center
April 15, 2015	County Courthouse
May 20, 2015	Manzanita City Hall

There will no evening meeting in November. The evening meetings will begin at 6:30 p.m.

# BOARD OF COMMISSIONERS' WORKSHOP

## Wednesday, September 10, 2014

	Present	Absent		Present	Absent
Mark Labhart	✓	_____	Bill Baertlein	✓	_____
Tim Josi	✓	_____	Paul Levesque	✓	_____

PLEASE PRINT

Name	Address	Item of Interest
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JOHN GETTMAN		all
Jan Stewart		Bldg appears Board
Deb Clark		
MARIE HEIMBURG		
Gordon McGraw		#8
BLAYNE HOFFER	H-H	ALL
Jess Jmel		CLERK / AU
Nona J. Hamilton		HR
Denise Vandecorey		assessor
Merlene Putman		#4
Barb Heatherby		#4
Willie Portman		Wards / Dr B
Bryan Paul		

(Please use reverse if necessary)





Tillamook County



*Land of Cheese, Trees and Ocean Breeze*

Board of Commissioners  
Bill Baertlein, Tim Josi, Mark Labhart.  
201 Laurel Avenue  
Tillamook, Oregon 97141  
Phone 503-842-3403  
Fax 503-842-1384  
TTY Oregon Relay Service

September 10, 2014

City of Bay City  
ATTN: Shaena Peterson, Mayor  
PO Box 3309  
Bay City OR 97107

RE: Residences without City Services

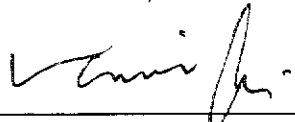
Dear Mayor Peterson:

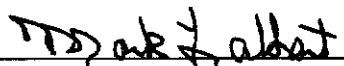
By statute, county ordinances do not apply within the confines of an incorporated city unless the city consents to such jurisdiction. In this instance, the County Abatement Ordinance No. 15 could be of some assistance, but the City has not consented to its application within city limits. Furthermore, we note that Bay City Ordinance No. 351 gives the City the jurisdiction to remedy the situation by initiating abatement procedures.

The County Health Officer might assist the City to form a determination on whether the structure "is in a filthy or unsanitary condition especially liable to cause the spread of contagious or infectious disease." If such a determination was reached, the council could proceed under your ordinance to conduct a hearing on the issue.

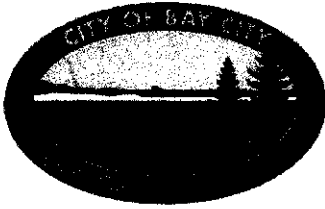
Sincerely,

  
\_\_\_\_\_  
Bill Baertlein, Chair

  
\_\_\_\_\_  
Tim Josi, Vice-Chair

  
\_\_\_\_\_  
Mark Labhart, Commissioner

G:\LETTERS\City of Bay City - Residences Without Services 2014.doc



# City of Bay City

BB

*[Handwritten initials and signature]*

PO Box 3309  
Bay City, OR 97107  
Phone (503) 377-2288  
Fax (503) 377-4044  
www.ci.bay-city.or.us  
TDD 7-1-1

August 25, 2014

Received

Aug 26 2014

Tillamook County Board of Commissioners  
201 Laurel Avenue  
Tillamook, OR 97141

Tillamook County  
Board of Commissioners

Re : Residences without City Services

Dear Board of County Commissioners:

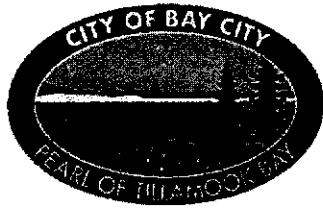
This letter is to follow up on the letter sent 1/29/2014 concerning a Bay City residence that is still occupied despite being without city services since November 2011 due to non-payment. The City of Bay City has yet to receive a response from the Board of Commissioners regarding our request for assistance.

As in the previous letter the Council is requesting you to ask Tillamook County Health Department to review their resources and work with us on this issue.

Thank you for any assistance you can offer.

Sincerely,

Shaena Peterson  
Mayor



# City of Bay City

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PO Box 3309  
Bay City, OR 97107  
Phone (503) 377-2288  
Fax (503) 377-4044  
[www.ci.bay-city.or.us](http://www.ci.bay-city.or.us)  
TDD 7-1-1

January 29, 2014

Tillamook County Board of Commissioners  
201 Laurel Avenue  
Tillamook, OR 97141

Re : Residences without City Services

Dear Board of County Commissioners:

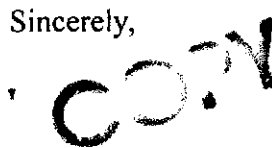
Bay City has a residence that has been without city services since November 2011 due to non-payment. The home is still occupied. Surrounding neighbors have come to the Council repeatedly asking the Council to address the nuisance this property has become. We have researched the issue and we have not arrived at a solution. Though our research leads us to believe this is typically handled by the Health Department.

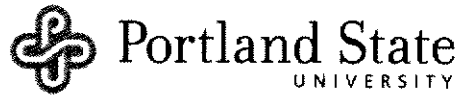
At the January 14, 2014, Council meeting the Council unanimously decided to ask for your assistance. We have been told the Tillamook County Health Department no longer addresses issues of this nature. The Council is requesting you to ask Tillamook County Health Department to review their resources and work with us on this problem.

I have spoken to Tillamook County Mayors and Bay City is not alone; they have had this problem in their Cities also. In fact, Mayor Weber mentioned a residence that has been without services for approximately the same length of time.

Thank you for any assistance you can offer.

Sincerely,

  
Shaena Peterson  
Mayor



REQUEST FOR QUOTATIONS (RFQ)  
Oregon Solutions Project Manager Contractor Pool  
For  
Portland State University  
(RFQ #32359)

**ADDENDUM Number 1**

REQUEST FOR QUOTATIONS:           ADDENDUM Number 1  
RFQ NO:                                   32359  
TITLE:                                   Oregon Solutions Project Manager Contractor Pool  
DATE RFQ ISSUED:                    August 22, 2014  
DATE ADDENDUM 1 ISSUED:           August 27, 2014  
CONTACT PERSON:                    Lauren Beeney  
PHONE:                                 503-725-9092  
EMAIL:                                 [lbeeney@pdx.edu](mailto:lbeeney@pdx.edu)

**PURPOSE OF THIS ADDENDUM 1:**

**TO CLARIFY THE FORMAT FOR SUBMITTING QUOTATIONS:**

**“INTERESTED APPLICANTS SHOULD SUBMIT A COVER LETTER EXPLAINING HOW THEIR UNIQUE EXPERIENCE MEETS PSU’S REQUIREMENTS IN THIS RFQ, AND SUBMIT A RESUME. RATE INFORMATION IS NOT REQUIRED AT THIS TIME.”**

**PORTLAND STATE UNIVERSITY**  
**REQUEST FOR QUOTATIONS #32359 – Oregon Solutions Project Manager Contractor Pool**

Portland State University (PSU) Purchasing Rules, Policies and Guidelines allows PSU departments to use an "Informal Procurement Process" for all purchases of supplies, equipment, and trade and professional services where the estimated cost does not exceed \$150,000 with any given contractor. This RFQ shall be accomplished by advertisement on the State of Oregon ORPIN Procurement Website. A clearly documented record must be kept per the State of Oregon's records retention rules, showing the solicitation, quotation responses including contractor statement of rates for their services, evaluation summaries, and any other pertinent information to the solicitation.

The posting of this solicitation on the ORPIN Procurement Website shall serve as the primary solicitation requirements document which, in conjunction with the vendors' written responses and proposals and/or quotes, shall satisfy the "clearly documented record" requirement described above. Additionally, depending on the nature of the scope of work of the project and other specific project details, there may be other documented "pertinent information" required to ensure a complete and clearly documented record for the informal solicitation.

**PORTLAND STATE UNIVERSITY SHALL CONSIDER VENDOR QUOTES RECEIVED AS VALID FOR ONE HUNDRED TWENTY (120) DAYS.**

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**TITLE:** Oregon Solutions Project Manager Contractor Pool

**RFQ ISSUE DATE:** August 25, 2014

**RFQ DUE DATE:** *September 15, 2014*

To be considered for selection, submissions must arrive at Portland State University, Oregon Solutions by **4 p.m. local time, Wednesday, September 15, 2014, by email.** Please email your response to the address listed below.

**Note: only email responses will be accepted.**

Attention: Lauren Beeney  
[lbeeney@pdx.edu](mailto:lbeeney@pdx.edu)

Contact phone number, 503-725-9092

Submissions should be in a PDF file and include the name, title and contact information of the primary contact who prepared the proposal. Respondents selected may be requested to provide additional information, either formally or via interview process, to clarify their proposals and to ensure mutual understanding of the scope of work requirements.

***EMERGING SMALL BUSINESSES AND MINORITY AND WOMEN OWNED BUSINESSES:***

PSU is committed to increasing opportunities for Emerging Small Businesses and Minority and Women Owned Businesses. PSU strongly encourages its contractors to use these businesses in providing services and materials for PSU contracts and projects.

PSU promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

## **SECTION 1: INFORMATION FOR PROPOSERS**

**1. CONTRACT TERM:** The initial contract term shall be for three (3) years from the last date of contract signing. The contract shall be renewable for an additional three (3) one-year renewals pursuant to this solicitation. This RFQ will result in awarding contracts to multiple pre-qualified Project Managers who will be available for project work on an as-needed basis. PSU makes no guarantee of work under any agreement that results from this RFQ. All services provided by Contractor under a resulting agreement shall be on an as-needed basis as requested by PSU.

**2. OVERVIEW:** Portland State University, Oregon Solutions is seeking to create a pool of highly qualified Project Managers to manage projects on behalf of Oregon Solutions and in partnership with various project sponsors and co-conveners. Assignments will be on an "as needed" basis.

Project Managers for the contractor pool will be selected on a pass/fail basis, and selection for the pool does not constitute a guarantee of work. Once selected for a project from the pool, the Project Manager may serve for 8 – 10 months on a given project, but project length may vary significantly.

In addition to the Project Manager's compensation, Oregon Solutions does reimburse Project Managers for travel and project supplies, but Project Managers are not provided access to PSU resources for travel and supplies.

**3. SCOPE OF WORK:** Oregon Solutions is seeking to create a pool of highly qualified Project Managers to manage projects on behalf of Oregon Solutions and in partnership with various project sponsors and co-conveners. The Project Managers will each provide the following services as their scope of work:

- Provide neutral assessments and facilitation of community-based collaborative implementation projects
- Plan and facilitate project kickoff meetings, project team and subcommittee meetings, and/or Declaration of Cooperation signing ceremonies
- Plan and facilitate reconvening meetings
- Represent Oregon Solutions (OS) and explain the OS process to project team members, sponsors, and conveners
- Provide progress updates to Oregon Solutions Project Supervisor on a monthly basis
- Produce and distribute meeting summaries for project team meetings
- Coordinate the Declaration of Cooperation drafting and signing process
- Participate in post-project evaluation(s) and debrief(s)

### **4. MANDATORY REQUIRED QUALIFICATIONS:**

- Demonstrated success and experience in managing and facilitating collaborative processes
- Experience with collaborative approaches to problem solving in the public sector
- Experience with working with cross sector collaborative processes
- Experience working in a neutral forum using a collaborative governance model

### **5. MANDATORY REQUIRED SKILLS AND ATTRIBUTES:**

- Excellent process management and organizational skills
- An ability to help stakeholders find common ground to think constructively and creatively about alternative approaches for project implementation
- Understanding of the complexities of government agencies and cross-sector collaborations
- Ability to relate well with high level public officials and with advocates with strongly held views
- Ability to listen and identify important concepts or ideas in dialogue and to record or summarize them accurately

**6. PROJECT PROPOSALS:** When OS has a need to contract for project management services, notification of a project opportunity will be sent to Project Managers on the pre-qualified contractor list. The notification will describe the specific project and will outline the qualifications and specialized experience required for the project. Interested Project Managers will be asked to respond with a letter of interest, a proposed rate, and additional project-specific information. Once the selection is made, a Task Order will be executed. PSU reserves the right to vary from this contractor selection process as needed.

**7. TASK ORDERS:** Upon acceptance of the proposal and cost estimate, projects initiated for Oregon Solutions shall be authorized by Task Orders under the terms of the contract(s). The Task Orders shall contain the scope of work and proposed budgets for requested projects, and incorporate by reference the provisions of the contract. Deliverables and schedule shall be agreed upon in writing prior to work on specific Task Orders for specific projects.

**8. PURCHASE ORDERS:** Upon execution of the Task Order, Oregon Solutions will create a Purchase Order (PO) for billing purposes referring to the contract number and Task Order number.

**9. PAYMENT/INVOICING:** Upon completion of each task or deliverable, the Project Manager shall submit an invoice, no more than on a monthly basis, to the Project Supervisor for approval and payment. The invoice shall contain the PO number, contract number, Task Order number, and invoiced amounts at the rate, the number of hours expended, work completed, and total. Payment of invoices by PSU is normally made within 30-45 days of receipt of complete and accurate invoices. PSU will not be responsible for paying any invoices that are not complete and accurate.

**10. DELIVERABLES:** Deliverables shall be considered those tangible resulting work products that are to be delivered to Oregon Solutions such as reports, draft documents, data, interim findings, training, attendance rosters, meeting presentations, final reports, digital and hand drawn artwork, photos, maps, logos, and other links and notes. Any documents provided to OS under a contract resulting from this RFQ will be provided in a format requested by OS.

**11. WORK PRODUCT:** All deliverables and resulting work products from this contract will become the property of the University except for materials that are preapproved by PSU as proprietary to the Project Manager. Upon completion of a project, Oregon Solutions may request that entire projects, along with any other notes or any other materials provided and/or collected, be burned onto a CD in an agreed upon format, or submitted electronically.

**12. FINAL INVOICE:** At the completion of each Task Order, the Contractor will submit the final invoice with a CD or other file delivered to the Department.

### **PSU CONTRACT TERMS & CONDITIONS**

The following terms and conditions will govern the agreement entered into by Project Managers (Contractors) and Portland State University Oregon Solutions resulting from this RFQ.

**1. DEFINITIONS:**

"Agreement" or "Contract" means the entire written agreement between the parties, including but not limited to any Work Order and any subsequent change notices. "Contractor" means a person or organization with whom PSU has contracted for the purchase of goods or services. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS Chapter 72) are synonymous. "ORS" means Oregon Revised Statutes. "PSU" means the State Board of Higher Education acting by and through Portland State University and is synonymous with "Buyer."

**2. ACCESS TO RECORDS:**

Contractor shall maintain all records pertinent to this agreement in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that PSU, the Oregon Secretary of State's Office, federal government, and their duly authorized representatives shall



have access to such fiscal records and other books, documents, paper, plans and writings of Contractor that are pertinent to this Agreement to perform examination and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or relating to this agreement, whichever date is later.

**3. AMENDMENTS:**

The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without the prior written approval of PSU.

**4. APPROVALS:**

No work shall commence under this agreement until the agreement has been approved and signed by all parties.

**5. ASSIGNMENT/SUBCONTRACT:**

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of PSU. No such written approval shall relieve Contractor of any obligations of this agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to the agreement as if no such assignment had occurred.

**6. BREACH OF AGREEMENT:**

If Contractor breaches any of the provisions of this agreement, PSU reserves the right to cancel this agreement effective immediately upon written notice to Contractor. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Contractor's breach of agreement. PSU shall also have any and all remedies provided under the Uniform Commercial Code (ORS chapter 72) in the event of breach of agreement by Contractor.

**7. CAPTIONS:**

The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this agreement.

**8. CASH DISCOUNT:**

If PSU is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

**9. COMPLIANCE WITH APPLICABLE LAW:**

Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the goods to be purchased and the work to be done under this Agreement. Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, and all regulations and administrative rules established pursuant to the laws. Failure to comply with such requirements shall constitute a breach of Agreement and shall be grounds for agreement cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.

**10. CONFIDENTIAL INFORMATION:**

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this contract, be exposed to or acquire information that is confidential to PSU or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this contract shall be deemed confidential information of PSU and of State ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license,

market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than in the performance of the contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor agrees that Contractor will not at any time during or after the term of this contract disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this contract, or at PSU's request, Contractor will turn over to PSU all documents, papers and other material in Contractor's possession which contain Confidential Information.

**11. CONFLICT OF INTEREST:**

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed by Contractor.

**12. CONSIDERATION:**

The consideration paid in this agreement represents the total amount of remuneration for goods and services.

**13. DEFAULT:**

PSU by written notice of default (including breach of agreement) to Contractor may terminate the whole or any part of this Agreement: (a) If Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or (b) If Contractor no longer holds a license or certificate that is required for Contractor to perform services under the contract, and Contractor has not obtained such license or certificate within ten (10) business days after delivery of PSU's notice; or (c) If Contractor fails to provide services or materials called for by this agreement within the time specified herein or any extension thereof; or (d) If Contractor fails to perform any of the other provisions of this Agreement or fails to pursue the work so as to endanger performance of this Agreement in accordance with its term and, after receipt of written notice from PSU, fails to correct such failures within 10 days or such longer period as PSU may authorize. The rights and remedies of PSU provided in the above clause related to defaults (including breach of agreement) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Contractor's breach of agreement. In the event of repeated breach of public and/or private contracts, Contractor shall be subject to possible disqualification as a bidder on future PSU contracts.

**14. FORCE MAJEURE:**

Neither party to this agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. PSU may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the agreement. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under this agreement.

**15. GOVERNING LAW:**

This agreement shall be governed 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 PSU and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah 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. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**16. INDEMNIFICATION:**

Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this Agreement, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend (at PSU's request and with legal counsel acceptable to PSU), indemnify, and hold harmless the Oregon University System, the State Board of Higher Education, PSU, and their departments, subdivisions, officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities or omissions of Contractor or its officers, employees, subcontractors, or agents acting under this agreement.

**17. HOURS OF WORK:**

The Contractor shall comply with the Oregon Bureau of Labor and Industries rules pertaining to hours of work.

**18. INDEPENDENT CONTRACTOR:**

The services to be rendered under this agreement are those of an independent Contractor. Contractor is not to be considered an agent or employee of PSU for any purpose and neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits that PSU provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this agreement. This agreement is not intended and nothing contained herein shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between PSU and Contractor, but is rather an agreement between independent parties, these being PSU and the Contractor.

**19. INSURANCE:**

Contractor shall secure at its own expense and keep in effect during the term of this agreement either comprehensive general liability insurance with broad form CGL endorsement or commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and auto liability insurance with a minimum limit of \$1,000,000 per occurrence. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The Oregon State Board of Higher Education acting by and through Portland State University, and their officers and employees, shall be included as additional insured's in said insurance policy(ies). If any of the liability insurance is arranged on a "claims made" basis, tail coverage will be required at the completion of this agreement for duration of twenty-four (24) months.

**20. INSURANCE CERTIFICATION:**

Before Contractor commences work under this agreement, Contractor must furnish to the designated PSU Contracts Officer certificate(s) of insurance as evidence of the insurance coverage required by this Agreement, including workers' compensation. The certificate(s) shall provide that the insurance company will give a 30-day written notice to PSU's Contracts Officer before the insurance is canceled or materially changed.

**21. OWNERSHIP OF WORK PRODUCT:**

All work product of Contractor that results from this Contract ("Work Product") is the exclusive property of PSU. PSU and Contractor intend that such Work Product be deemed "work made for hire" of which institution shall be deemed the author. If for any reason the work product is not deemed "work made for hire", Contractor hereby irrevocably assigns to University all its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as PSU may reasonably request in order to fully vest such rights in PSU. Contractor forever waives any and all rights relating to the work product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**22. NO THIRD PARTY BENEFICIARIES:**

PSU and Contractor 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the agreement.

**23. NONDISCRIMINATION:**

Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**24. NOTICES AND REPRESENTATIVES:**

All notices, certificates, or other communications rendered shall be sufficiently given when delivered or mailed postage prepaid to the representatives of the parties at their designated places of business as follows: a) to PSU at its Purchasing and Contracting Office, as set forth on Page 1 of the solicitation document, and b) to Contractor as set forth on the Bid or Proposal Statement. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when satisfactory receipt of the transmission is generated by the transmitting machine. To be effective against PSU, such facsimile transmission must be confirmed by telephone notice to PSU's contracting representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**25. PAYMENT:**

Payment for completion of PSU contracts are normally made within 30 days following the date the entire order is delivered or the date the accurate and complete invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to two-thirds of one percent per month (8% per annum) on the outstanding balance per (ORS 293.462).

**26. PAYMENTS REQUIRED:**

For all goods and services provided under this agreement, Contractor shall: (a) pay promptly, as due, all persons supplying labor or material; (b) pay all contributions or amounts due the industrial accident insurance provider from the Contractor or any sub-contracted Contractor; (c) not permit any lien or claim to be filed or prosecuted against PSU therefore; and (d) pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

**27. PSU PAYMENT OF CONTRACTOR CLAIMS:**

If Contractor fails, neglects, or refuses to pay promptly, as due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods, or services if applicable, provided under this agreement, PSU may pay such claim and charge the amount of the payment against funds due or to become due the Contractor under this agreement. The payment of a claim by PSU pursuant to this paragraph shall not relieve the Contractor or its surety, if any, from obligation with respect to any unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

**28. RECYCLED PRODUCTS:**

Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this agreement work set forth in this document.

**29. RETIREMENT SYSTEM STATUS:**

Contractor is not a contributing member of the Oregon Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this contract.

Contractor will not be eligible for any benefits from these contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

**30. SAFETY AND HEALTH REQUIREMENTS:**

Equipment and services supplied shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Department.

**31. SEVERABILITY:**

If any provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any applicable 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.

**32. SUCCESSORS IN INTEREST:**

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**33. TAX COMPLIANCE CERTIFICATION:**

Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of the Contractor's knowledge the Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

**34. TAXES – FEDERAL, STATE & LOCAL:**

PSU will not be responsible for any taxes coming due as a result of this contract, whether federal, state, or local. It is agreed that the Contractor has anticipated these taxes and included them in the proposal.

**35. TERMINATION:**

a. This agreement may be terminated for convenience at any time by mutual consent of both parties, or by PSU upon thirty (30) days notice in writing and delivered by certified mail or in person to the other party.

b. PSU may also terminate this agreement effective upon delivery of written notice to Contractor or at such later date as may be established by PSU under any of the following conditions:

- i) if federal or state regulations or guidelines are modified or changed in such a way that the materials or services are no longer allowable or appropriate for purchase under this agreement; or,
- ii) if PSU fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by the PSU budget or spending plan and PSU determines, in its assessment and ranking of the policy objectives explicit or implicit in the PSU budget or spending plan, that it is necessary to terminate this Agreement.

c. The rights and remedies of PSU provided in the above clause are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**36. TIME IS OF THE ESSENCE:**

Contractor agrees that time is of the essence under this agreement.

**37. WORKERS' COMPENSATION:**

Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this agreement are subject employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017 which requires Contractor to provide workers' compensation coverage that

satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

**38. MERGER:**

This agreement and attached exhibits and appendices, the RFP, any RFP amendments and Contractor's proposal constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

**39. WAIVER:**

No waiver, consent, modification or change or terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary PSU approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of PSU to enforce any provision of this agreement shall not constitute a waiver by PSU of that or any other provision.

**END OF RFQ #32359**

**NOTICE OF PUBLIC HEARING ON  
THE PROPOSED EXTENSION OF A TEMPORARY  
MORATORIUM ON BUILDING PERMIT ISSUANCE IN  
THE NEHALEM AND NESTUCCA RIVER FLOODPLAINS**

Notice is hereby given that a Public Hearing shall be held before the Board of Commissioners for Tillamook County pursuant to ORS 197.520(1)(c). The Public Hearing shall be held on Wednesday, September 10, 2014 at 10:30 a.m. in Commissioners' Meeting Room A, 201 Laurel Avenue, Tillamook, Oregon.

The purpose of the hearing is to consider and act on a proposed extension of a Temporary Moratorium on Building Permit Issuance in the Nehalem and the Nestucca River Floodplains. The Board of Commissioners enacted the moratorium by Order dated May 14, 2014.

All persons are welcome to submit written testimony in this matter to the Tillamook County Board of Commissioners, 201 Laurel Avenue, Tillamook, Oregon 97141 or to appear and testify at the Public Hearing.

The Tillamook County Courthouse is accessible to persons with disabilities. If special accommodations are needed for persons with hearing, visual or manual impairments who wish to participate in the meeting, please contact (503) 842-3403 at least 24 hours prior to the meeting in order that appropriate communications assistance can be arranged.