

ISSUE DATE: APRIL 26, 2024  
DEADLINE: MAY 31, 2024



# **Request for Proposals Hearings Officer - Land Use and Code Compliance**

**GAIL HENRIKSON**  
COMMUNITY DEVELOPMENT DIRECTOR

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## SECTION 1: GENERAL INFORMATION

### 1.1: BACKGROUND

Clatsop County is located in the northwest corner of Oregon on the rugged and beautiful coast, bounded on the north by the Columbia River and on the west by the Pacific Ocean. Named for the Clatsop Indigenous People, Clatsop County is rich in history, scenery and opportunity. Clatsop County is access from the east by Highway 30 and Highway 26 and by Highway 101 running north/south through the county. The network of highways makes travel pleasant to the Portland metro area and an approximately two-hour drive to the Portland International Airport. As of the 2020 census, the population of Clatsop County was 41,072.

Clatsop County is one of 36 counties located within the state of Oregon and one of only seven coastal counties within the state. Clatsop County's six-person land use planning staff includes two planners, one senior planner, one planning manager, one permit technician and the Community Development Director.

## SECTION 2: OVERVIEW AND SCOPE OF WORK

### 2.1: PURPOSE

Clatsop County is requesting proposals from firms and individuals qualified to provide professional Hearings Officer services for unincorporated areas of Clatsop County. Specifically:

- Conduct hearings and issue decisions related to quasi-judicial land use matters under the [Clatsop County Code](#), the Clatsop County *Land and Water Development and Use Code (LAWDUC)*, and Oregon Revised Statutes
- conduct hearings and issue decisions related to potential violations of the Clatsop County Code and LAWDUC, as well as potential compliance with the Oregon State Building and Specialty Codes

Firms and individuals submitting proposals will be screened and may be selected from the written proposals. The selection committee may conduct interviews with the most qualified candidates who will need to be prepared to make oral presentations to the selection committee. Selection committee members shall not be contacted or solicited by any firm or individual submitting proposals. Any such contact shall be grounds for disqualification.

### 2.2: INTENT OF PROPOSAL

Proposals will be evaluated on a point factor system that takes into consideration the proposer's experience and qualifications.

### 2.3: SERVICES

Conduct all assigned quasi-judicial land use and code compliance violation hearings and render decisions authorized by and pursuant to requirements of the Clatsop County Code, Clatsop

County *Land and Water Development and Use Code* (LAWDUC), Oregon Revised Statutes, as amended, and the Oregon State Building and Specialty Codes.

## **2.4: BUDGET**

The hourly rate for Hearings Officer services is \$214.00 per hour, billed in 0.25 hour segments. Travel time is paid at \$75.00 per hour. Contractor shall not be entitled to mileage, lodging, routine copying or other expenses.

## **2.5: LOCATION OF SERVICES TO BE PERFORMED**

Hearings are typically held virtually via Zoom or Microsoft Teams. If required, in-person or hybrid hearings may also be conducted at the Judge Guy Boyington Building, 857 Commercial Street, Astoria, Oregon 97103, although alternate locations may need to be utilized due to scheduling conflicts.

# **SECTION 3: PROPOSAL PACKAGE AND SUBMITTAL REQUIREMENTS**

## **3.1: PROPOSAL PACKET**

The proposal packet contains a copy of the County's Personal/Professional Services Agreement, ATTACHMENT A. The Clatsop County Code can be found on the County's [website](#). The *Land and Water Development and Use Code* (LAWDUC) can be obtained [here](#).

## **3.2: SELECTION**

Proposals will be evaluated by an internal selection committee, which also makes the final selection(s). Selected individuals or firms may be asked to attend an oral interview with the selection committee. Selection will be based on an evaluation of the proposals. All criteria for evaluation are for the purpose of evaluating the following five categories:

1. Responsiveness to RFP
2. Experience in field
3. Apparent ability to meet the needs of the County
4. Ability to provide decisions within 45 days of the close of a public hearing
5. Proposal for completing the work according to the specifications

## **3.3: REQUIRED DOCUMENTATION**

**Interested parties who wish to submit a proposal as outlined in this document shall submit one (1) complete electronic package (pdf format) containing all of the following:**

1. Satisfactory evidence that the proposer possesses not less than five (5) years of relevant experience. Include summaries of important experience completing similar work. Include references for any significant experience.
2. A brief professional history of proposer, including years in practice, land use and code compliance experience and relevant awards and recognitions.

3. A statement verifying that the individual or firm has or will have the capacity to provide services within the required timeframes.
4. Describe the approach and philosophy you would use in conducting hearings.
5. Identify any potential or possible conflicts of interest.
6. The names and resumes of the principal officers, partners, and staff to be assigned to provide the service.
7. Evidence that the proposer is a member in good standing with the Oregon State Bar.

### 3.4: PROPOSAL EVALUATION PROCESS

Proposals will be subject to at least one phase of evaluation per the Phase I criteria listed below.

**Phase I** will consist of the committee evaluation of the proposals based on the following minimum qualifications and criteria. Proposals may be subject to a second phase of evaluation and selection.

**Phase II**, if deemed necessary by the selection committee, will consist of the highest scoring proposer(s) invited to an oral interview. Proposer(s) will be asked to clarify specific aspects of their proposal and answer any question on the proposal's content. No additions, deletions or substitutions may be made to proposals during the oral evaluations that cannot be viewed as clarification. Following the interviews, the Committee will re-score the interviewed firm's or individual's proposal based on both the written RFP responses and the interview. Selection will be based upon the total number of points awarded by the selection committee.

The County reserves the right to award the contract at the completion of Phase I.

PHASE I	
CRITERIA	POINTS AVAILABLE
Knowledge and experience with State statutes and codes and Clatsop County codes to be applied by the Hearings Officer	35
Practical experience participating in contested cases and hearings as well as prior experience as a hearings officer, arbitrator, mediator or judge	20
Degree and variety of past work experiences that dealt with working fairly and effectively with people	10
Knowledge of municipal law, general local government operations and regulations	5
Decision, opinion or brief writing skills	5
References	5

Capacity of firm/individual to provide services within the required timeframe	5
Experience with oral communication in a court or public hearing setting	15
<b>Points Available</b>	<b>100</b>

The County may enter into contract negotiations with the highest rated proposer. During negotiations, 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 that best represents the efforts required.

The County may continue negotiations with proposers in descending order of scores until a sufficient number have been identified to perform these services.

**The contract will be for a three-year period, unless terminated by one or both parties per the Standard Terms and Conditions, Section 11, of the Personal/Professional Services Agreement (Attachment A).**

The County reserves the right to reject any and all proposals.

### **3.5: RECEIPT OF PROPOSALS**

Proposals may be submitted electronically via e-mail to:

**Gail Henrikson, Community Development Director**  
**ghenrikson@clatsopcounty.gov**

**Proposals must be received by 4:00 p.m., Friday, May 31, 2024.**  
**NO PROPOSALS WILL BE RECEIVED OR CONSIDERED AFTER THAT**  
**TIME.**

In accordance with Title II of the Americans With Disabilities Act of 1990 (ADA) anyone who requires an alternative format, auxiliary aid or service for effective review of this document should contact Clatsop County Community Development at (503) 325-8611.

### **3.6: PUBLIC RECORD/CONFIDENTIALITY**

All proposals submitted in response to this RFP shall become the property of Clatsop County and may be utilized in any manner and for any purpose by Clatsop County. Be advised that proposals and all documents submitted in response to this RFP are subject to public disclosure as required by applicable state and/or federal laws. If you intend to submit any information with your proposal which you believe is confidential, proprietary, or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such materials.

The cover page of the separate binding must be red, and the header or footer for each page must provide as follows: “Not Subject to Public Disclosure”. Where authorized by law, and at its sole discretion, Clatsop County will endeavor to resist disclosure of property identified portions of the proposals.

# **EXHIBIT A**

## **PERSONAL/PROFESSIONAL SERVICES AGREEMENT**





**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.

Upon termination of this agreement, Contractor shall be entitled to receive full payment for all services satisfactorily rendered up to the date of termination.

**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