



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

November 30, 2023

BCC Agenda Date/Item:

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract with Carl Douglas Cox for Code Compliance Hearings Officer services. Total value is \$600,000 for six years. Funding is through permitting revenue, solid waste franchise fees and fees for service. No County General Funds are involved.

Previous Board Action/Review	Request for Consent: 11-28-23		
Performance Clackamas	Ensure safe, healthy, and secure communities Build public trust through good government		
Counsel Review	Yes – AN	Procurement Review	Yes
Contact Person	Michelle Amend	Contact Phone	503-742-4785

EXECUTIVE SUMMARY: The Board of County Commissioners has adopted code compliance regulations and procedures pursuant to County Code Chapter 2.07, Chapter 7.03, Chapter 9.01, Chapter 9.02, Chapter 9.03, Chapter 10.03, Chapter 10.04, and Title 12 and 13 that are enforced by the Code Enforcement Program within the Department of Transportation and Development (DTD).

In providing enforcement, where feasible and legally permissible Code Enforcement offers a range of enforcement opportunities to all parties, including voluntary compliance, education, and mediation. When a greater level of enforcement is required a citation may be issued and a formal compliance hearing takes place.

Compliance hearings are heard by a hearings officer who serves as an impartial and unbiased decision-maker to hear these matters and issue fines, fees, costs, expenses, conditions, or restrictions. The compliance hearing process provides accountability and motivates compliance with the

For Filing Use Only

ordinances and regulations which support the livability, health, and safety of people and pets in Clackamas County.

With the current contract for hearings officer services expiring on December 31, 2023, DTD staff worked with County Procurement to issue a request for proposals (RFP) for compliance hearings officer services.

PROCUREMENT PROCESS:

The RFP was advertised in accordance with ORS and LCRB Rules on September 14, 2023. Proposals were received on October 16, 2023. The County received one (1) proposal. An evaluation committee of DTD personnel evaluated the proposal. The evaluation committee scored the proposal and confirmed it met the RFP requirements and eventual needs of the county.

RECOMMENDATION: Staff respectfully recommends that the Board of County Commissioners approve contract #8748 with Carl Douglas Cox, Municipal Hearings Official, for professional code compliance hearings officer services.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #8748**

This Personal Services Contract (this “Contract”) is entered into between Carl Douglas Cox (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”), on behalf of its Department of Transportation and Development.

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective January 1, 2024. Unless earlier terminated or extended, this Contract shall expire on December 31, 2025. This Contract may be renewed for two (2) additional two-year periods upon the mutual agreement of both parties.
2. **Scope of Work.** Contractor shall provide the following personal services: Compliance Hearings Officer (“Work”), further described in **Exhibit A**.
3. **Consideration.** For accomplishing the Work required by this Contract, the maximum annual amount County may pay Contractor, from available and authorized funds, shall not to exceed **One Hundred Thousand Dollars (\$100,000)**, for a total Contract amount, including all optional renewals, not to exceed **Six Hundred Thousand Dollars (\$600,000)**. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: MAmend@clackamas.us

5. **Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. Contractor and County Contacts.

Contractor Administrator: Carl D. Cox Phone: 503-504-1770 Email: carldcox@yahoo.com	County Administrator: Phone: 503-742-4785 Email: MAmend@clackamas.us
---	---

--	--

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and 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 Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, 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 County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** 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, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected

officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. 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. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, and 29, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract 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 Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor

were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to

remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor 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.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as “**Personal Information**” is defined in ORS 646A.602(11)).

Contractor agrees to hold any and all information that it is required by law or that the County marks as “Confidential” to be held in confidence (“**Confidential Information**”), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, 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 or expiration of this Contract or the County’s request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor’s possession which embody Confidential Information.

Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that

may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Carl D. Cox

Clackamas County



11/08/2023

Authorized Signature

Date

Chair

Date

Carl D. Cox, Attorney at Law

Name / Title (Printed)

Recording Secretary

N/A

Oregon Business Registry #

Approved as to Form:

N/A

Entity Type / State of Formation

11/08/2023


County Counsel

Date

EXHIBIT A
RFP 2023-74



REQUEST FOR PROPOSALS #2023-74

FOR

TWO PROFESSIONAL CODE COMPLIANCE HEARINGS OFFICERS

BOARD OF COUNTY COMMISSIONERS

**TOOTIE SMITH, Chair
PAUL SAVAS, Commissioner
MARK SHULL, Commissioner
MARTHA SCHRADER, Commissioner
BEN WEST, Commissioner**

**Gary Schmidt
County Administrator**

**Thomas Candelario
Contract Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: October 16, 2023

TIME: 2:00 PM, Pacific Time

PLACE: <https://bidlocker.us/a/clackamascounty/BidLocker>

SCHEDULE

Request for Proposals Issued.....	September 14, 2023
Protest of Specifications Deadline.....	September 21, 2023, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	September 28, 2023, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	October 16, 2023, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	January 2024

TABLE OF CONTENTS

Section 1 – Notice of Request for Proposals
Section 2 – Instructions to Proposers
Section 3 – Scope of Work
Section 4 – Evaluation and Selection Criteria
Section 5 – Proposal Content (Including Proposal Certification)

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, October 16, 2023** (“Closing”), to provide **Two Professional Code Compliance Hearings Officers** . No Proposals will be received or considered after that time.

Location of RFP documents: OregonBuys

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010-000008125 .

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

Submitting Proposals: Bid Locker

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects> .

Contact Information

Procurement Process and Technical Questions: Thomas Candelario, tcandelario@clackamas.us

The Board of County Commissioners 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, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas 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 Procurement Division Director, 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 Procurement Division 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. 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 Procurement Division 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 Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: 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 Certification 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 or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division 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 email, hand-delivery or mail to the address for the Procurement Division 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 192.345(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 192.345(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 192.345). 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 Procurement Division 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 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division 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.

2.18 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.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 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.

2.21 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).

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

2.23 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.

2.24 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.

2.25 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.

2.26 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.

2.27 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.

2.28 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 the 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

Clackamas County is seeking two qualified individuals or firms to act as primary professional code compliance hearings officers.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Clackamas County is seeking two qualified individuals or firms to act as primary professional code compliance hearings officers to conduct and decide quasi-judicial Code Compliance violations relating to the following codes and ordinances:

Chapter 2.07 Compliance Hearing Officer Code;
Chapter 7.03, Road Use Code;
Chapter 9.01, Code for the Abatement of Dangerous Buildings and Structures;
Chapter 9.02, Application and Enforcement of the Clackamas County Building Code;
Chapter 9.03, Excavation and Grading Code;
Chapter 10.03, Solid Waste and Waste Management Code;
Chapter 10.04, Recycling License Code
Title 12 and 13, Zoning and Development Ordinance.

Any other code authorized by the Board of Commissioners.
These codes can be viewed at <https://www.clackamas.us/code>

3.2.1. **Successful candidate**

The successful proposer for the Hearings Officer Position will have the qualifications and experience shown below. If the proposer is a firm, the conditions stated apply to the staff member assigned as the actual Hearings Officer, as well as any alternates provided.

The successful proposer for the Hearings Officer Position:

- Must be familiar with contested case litigation in the state court, with administrative hearings, and rules of evidence and procedure;
- Should be a notary public in order to be able to swear in witnesses;
- Must be an attorney with an active status license to practice in the State of Oregon, with a minimum of five (5) years of experience;
- Proposer should generally be familiar with:
 - State of Oregon Building Code, and other state specialty codes,
 - The County's Enforcement Philosophy, and Protocols and Violation Priority Matrix,
 - The County Solid Waste and Waste Management Code,
 - The County Recycling License Code
 - The County Zoning and Development Ordinance,
 - The County Road Use Code,

- The County Application and Enforcement of the Clackamas County Building Code;
 - The County Excavation and Grading Code,
 - Oregon DEQ Onsite Sewage Disposal Rules, and
 - The Code for the Abatement of Dangerous Buildings and Structures. (Clackamas County Code 9.01)
- Should generally be familiar with land use law in Oregon, and related planning and development issues, real estate law concerning the sale of property, construction law, and property law.
 - Must be able to schedule one designated day per week, usually Thursday, starting at 9:00 A.M., to conduct hearings in order to allow County staff to issue citations with definite hearing dates which will not have to be rescheduled due to conflicting court appearances or conference on the part of the Hearings Officer.
 - Must be able to consistently, efficiently, promptly and fairly hear and decide cases. Delays in making decisions are discouraged. The successful proposer must also make decisions that are in alignment with state laws, state codes, and County codes and ordinance. Adherence to these requirements will form a part of the hearings officer's annual performance evaluation, and will be considered in deciding to renew the contract each year.
 - Must be able to agreeably work with people, and to deal evenhandedly with both sides of a dispute.
 - Must be able to proficiently use technology to conduct hearings on a digital format such as Zoom or Microsoft TEAMS or similar software.
 - This is not a judicial position. While some research will be required, lengthy research projects and lengthy written options are not encouraged. Final decisions shall be in writing not later than **fourteen (14) days** from conclusion of the Hearing.
 - Must comply and follow the conditions and responsibilities of a Hearings Officer as specified in Compliance Hearings Officer Code.
 - Must keep accurate records for the purpose of computing compensable time and submit said records to the Clackamas County Building Codes Division by the end of each month for payment of services by the County. Payment will be only for time actually spent in conducting hearings and preparing written orders. There will be no portal to portal pay.
 - Must be able to preside and control the proceedings.

3.3. SCOPE OF WORK

3.3.1. Scope:

The scope of work shall be defined by the following:

3.3.1.1. Proceedings are informal hearings rather than complex court-style hearings.

3.3.1.2 Civil Penalties (fines), forfeiture and administrative compliance fees are the most common type of penalty.

3.3.1.3. The Hearings Officer will have to hear testimony and be able to administer oaths to the witnesses.

3.3.1.4. Audio recording will form the only “record” in most cases.

3.3.1.5. All the issues raised in the hearings are based on the codes and ordinances which are contained at the County Law Library.

3.3.1.6. It is preferred that decisions are rendered at the conclusion of the hearing with an explanation of the consequences to the violator or why the County staff failed to prove the case. However, decisions not rendered at the conclusion of the hearing must be made at the beginning of the next scheduled hearing with a written order not later than **fourteen (14) days** from hearing conclusion.

3.3.1.7. There will be no County support or secretarial staff present at the Hearings, so the Hearings Officer must be able to preside and control the proceedings personally. Orders of the Hearings Officer shall be on letter head of the Hearings Officer.

3.3.1.8. When a petition for Writ Review is filed and granted in Circuit Court to challenge a Hearings Officer final decision, the Hearings Officer or their private staff will be required to compile a complete record of their proceeding on the matter of tender to Circuit Court.

3.3.1.9. Due to the wide range of individuals the County interacts with, the Hearings Officer has to be able to work effectively with people. This is a basic job requirement and will be highly weighted in the annual review.

3.3.1.10. The County is adopting the use of a Code Compliance Hearings Officer in order to simplify the Code Compliance process and save money. This is not intended to be a lengthy or complex process.

3.3.1.11 The Code Compliance Hearings Officer shall not waive requirements of the building or any other specialty code, permit requirements, or fees as provided in the various codes, ordinances, rules or regulations enforced.

3.3.2 Annual Review:

The selected contractor(s) will be subject to an annual review to determine their performance of services based on the following criteria:

- Delays in decision making and written orders.
- Amount of time spent handling land use cases.
- Ability to understand issues and law.
- Ability to deal effectively with applicants, members of the public and County staff.
- Ability to conduct orderly, effective, and efficient land use hearings.
- Ability to write decisions that are in alignment with state laws, state codes, and County ordinances.

The proposer shall understand that the County is making absolutely no representations of duration of contract. Renewal of the contract will be dependent upon satisfactory evaluation.

3.3.3 Responsibilities of the County

Clackamas County Staff to provide the following assistance to the Hearings Officer:

Scheduling the time and place of all quasi-judicial Code Compliance hearings and notifying the appropriate parties of hearings pursuant to the Clackamas County, Oregon Zoning and Development Ordinance, and the Compliance Hearings Officer Code, Chapter 2.07.

Making available space for hearings conducted by the Hearings Officer; necessary paper with County letterhead for all decisions to be rendered by the Hearings Officer; any recording equipment for said hearings.

Mailing of hearing notices

3.3.4 Work Schedule:

The successful proposer must be able to schedule one designated day per week usually Tuesday or Thursday, starting at 9:00am using the Zoom platform or in person to conduct hearings in order to allow County staff to issue citations with definite hearing dates which will not have to be rescheduled to conflicting court appearances or conferences on the part of the Hearings Officer.

Unless the County has two Hearings Officers under contract, the Hearings Officer must arrange for an alternate Hearings Officer as necessary when the Contractor is unable to attend a scheduled hearing or has a conflict of interest. The alternate Hearings Officer must be approved in advance by the Building Codes Administrator. The Hearings Officer must notify the Building Codes Administrator not less than four (4) weeks prior to dates of anticipated unavailability.

3.3.5. Term of Contract:

The term of the contract shall be two years from the effective date, with the option for two (2) additional two (2) year renewals thereafter subject to the mutual agreement of the parties.

The applicant should understand that the County is making absolutely no representation of tenure or expectations of contract renewal. Renewal of the contract will be dependent upon satisfactory evaluation.

3.3.6 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) of the sample contract identified below. 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 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.

The applicable Sample Personal Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 28 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Article II, Paragraph 31 – Cooperative Contracting
- Article II, Paragraph 32 – Federal Contracting Requirements
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

3.3.7 LOCAL CONTRACT REVIEW BOARD RULE C-046-140

C046-0140 Delegation of Authority

The local Contract Review Board hereby delegates to the County Hearings Officer the rights, powers, and authority vested in the Local Contract Review Board to receive notices, conduct hearings, and make decisions regarding prequalification's and disqualifications pursuant to ORS 279.110, ORS279B.425, ORS279C.450, ORS200.065(5) and ORS 200.75(1). In the event the County Hearings Officer is not available to conduct a timely hearing, the County Land use Hearings Officer may serve in the same capacity and is hereby delegated the same rights, powers and authority.

**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 final County decision maker based on the highest scoring Proposal. The County decision maker 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

<u>Category</u>	<u>Points available:</u>
Knowledge and experience with Codes and Ordinances Covered by the Hearings Officer position. (Section 3.2)	0-35
Practical experience participating in contested cases and Hearings prior experience as a Hearings Officer, Arbitrator, mediator or judge (Section 3.2)	0-20
Degree and variety of past work experiences in handling people. (Section 3.2)	0-10
Knowledge of municipal law, and government operations and regulations (Section 3.2)	0-5
Submitted samples of Decisions, opinion or brief (Section 5.2)	0-5
References (Section 5.5)	0-5
Fees (Section 5.4)	0-5
Experience with oral communications in a court of public hearing	0-15
Available points	0-100

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. Proposals will only be accepted electronically thru Equity Hub’s Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

5.1.2. Completed proposal documents must arrive electronically via Equity Hub’s Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.

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.

5.1.4. Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

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

5.2. Proposer’s General Background and Qualifications:

- Description of the proposer and their applicable code enforcement experience.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the proposer’s ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.
- Provide example (s) of written decisions or similar documents
- Identify any potential conflicts of interest
- Provide evidence that the proposer is in good standing with the Oregon State Bar.

5.3. Scope of Work

1. Describe your hearing management philosophy and the techniques you use in order to agreeably work with people, and to deal evenhandedly with both sides of a dispute.
2. Describe how your experience makes you the best-qualified candidate for this position.

5.4. Fees

Fees should be on a time and material with a not to exceed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, and all other reimbursable expenses.

The County intends to award up to two (2) contracts to provide services as a Code Enforcement Hearings Officer. The cumulative total of all contracts resulting from this RFP shall not exceed \$600,000 over the life of the contract. The County will establish a total not to exceed amount per individual contract after determining the number of contracts to award. The number of contracts to award shall be the sole discretion of the County. Hourly rates shall remain the same throughout the entire term of the contract.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2023-74

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

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: 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.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: _____ Date: _____
Signature: _____ Title: _____
Email: _____ Telephone: _____
Oregon Business Registry Number: _____ OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

**EXHIBIT B
CONTRACTORS RESPONSE**

**Proposal For
Professional Code Compliance Hearings Officer Services
For Clackamas County**

**In Response To Request For Proposals #2023-74
By Clackamas County Board Of Commissioners**

Proposal Closing
October 16, 2023
2:00 PM, Pacific Time

Proposal Submitted by:



Carl D. Cox
Attorney At Law
14725 NE 20th St. #D-5
Bellevue, Wa 98007
carldcox1@yahoo.com
(503) 504-1770

Dated: October 9, 2023

Description of the Proposer: I am a sole practitioner currently contracting with Clackamas County as Code Compliance Hearings Officer. I am familiar with contested case litigation in the state court, with administrative hearings, and rules of evidence and procedure. I am a lawyer and member of the Oregon State Bar as well as a notary public, with over 25 years' experience. I am very familiar with the County's enforcement philosophy, County protocols and violation priority matrix, and the many relevant codes and ordinances referenced in the County's Request for Proposals (RFP).

Applicable Code Enforcement Experience: I have substantial experience providing Code Compliance Hearings Officer services to the County and with the Compliance Hearings Officer Code. In the capacity of County Code Compliance Hearings Officer I have conducted hundreds of hearings on matters that have included the County's Solid Waste and Waste Management Code, Zoning and Development Ordinance, Application and Enforcement of the Clackamas County Building Code, Code for the Abatement of Dangerous Buildings and Structures, Excavation and Grading Code, Road Use Code, Oregon DEQ Onsite Sewage Disposal Rules, and other codes and ordinances referenced in the County's RFP. In the vast majority of cases I have rendered a decision at the conclusion of each hearing with an explanation concerning why an

alleged violation in a particular matter was proven or not, provided discussion concerning consequences, requirements for abatement of violations, and factors considered when imposing civil penalties. In every case I have timely issued clear, concise, written orders consistent with state laws, state codes, and County codes and ordinances. I am well-qualified to conduct and decide quasi-judicial Code Compliance violations and other matters relating to codes and ordinances authorized by the County's Board of Commissioners.

Credentials of Key Individual: I will personally fulfill the requirements of this project.

Similar Services to Public Entities: Within the past five years I have served as Land Use Hearings Officer to the City of Gresham, Oregon, Hearings Examiner for the City of Monroe, Washington, and Hearings Examiner to the City of Gig Harbor, Washington, conducting public hearings on various land use and zoning matters, such as subdivisions, conditional use permits, shoreline substantial development permits, and comprehensive plan amendments. I also currently contract with the County to act as Clackamas County Land Use Hearings Officer, conducting hearings and issuing written decisions concerning a variety of land use matters, such as applications for subdivision preliminary plats and planned residential developments, zoning changes, conditional use permits, and appeals of administrative decisions by the County's Planning Director. I have substantial experience in providing the hearings officer services the County requires.

My past experience includes providing hearings officer services in a wide variety of quasi-judicial matters, including hearings involving abandoned vehicles, towed vehicles, parking, sanitation, animal control, burglar alarms, noise, parks, and other ordinances requiring a hearing. My past experience includes contracting with the State of Oregon, the Metro Regional Authority, and the Clackamas County Housing Authority. I have direct experience in state court (primarily motion practice) and experience representing parties as plaintiff or defendant in arbitration and mediation proceedings. I represented a collection agency operating in the State of Oregon for several years, handling 200-300 cases each year. My responsibilities included all aspects of case management and litigation, from initial drafting and filing of pleadings through settlement negotiations, arbitration and trial stages, to final judgment. I also performed defense work, contract negotiation work, research on credit and risk management issues, and provided counsel concerning consumer collections practices within the state of Oregon. I gained direct familiarity with rules of evidence and procedure in contested cases through this experience.

Ability to Meet Section 3 Requirements: As stated above, I have direct experience conducting quasi-judicial hearings for Clackamas County. My responsibilities as Code Compliance Hearing Officer for Clackamas County include conducting hearings on the various civil code compliance matters referenced within the RFP. As noted, I also currently contract with the County as Land Use Hearings Officer. I have substantial experience conducting land use hearings and am familiar with land use law in Oregon,

related planning and development issues, real estate law concerning the sale of property, as well as construction law and property law, in addition to my experience with code compliance matters.

I will work with County staff to schedule one designated day per week, usually Thursdays starting at 9:00am, also making alternate dates available as requested or necessary. In every case I strive to conduct the hearing quickly and efficiently, maintaining order, fairness and respect for County employees and affected citizens. These hearings are conducted in an informal manner that I personally direct, providing explanations of the proceedings, answering questions, and ensuring that the affected individuals understand what the expectations are and giving them guidance on how to meaningfully participate. I will frequently restate the most important parts of the hearing and will often ask participants to affirm their understanding verbally or by asking them to restate orders, requirements or deadlines, or post-hearing actions that must be taken. I follow each hearing by working diligently to complete a timely, clearly written, concise order that is in alignment with state laws, state codes, and County codes and ordinances, always within 14 days of completion of a hearing and typically within a week.

Description of Distinguishing Qualities: I believe a distinguishing characteristics is strong communication skills, both verbally and in writing. Another distinguishing characteristics is that I work well with people. I have conducted several hundred quasi-judicial hearings, receiving consistently high written marks and feedback from complainants and respondents alike concerning my professionalism, courtesy, knowledge, competency, expertise, and the respect I show towards each party. I also receive consistently positive feedback concerning my ability to promptly, fairly, and efficiently hear and decide cases.

I have reviewed the relevant sections of the Clackamas County Code and corresponding Oregon Revised Statutes identified within the RFP as related to the requested County Code Compliance Hearings Officer services, and am familiar with the County's philosophy and protocols with respect to its approach to code compliance, and its violation priority matrix. I understand that the County relies on voluntary compliance and education of citizens as the primary approach to enforcing provisions of municipal law such as these various codes and similar ordinances. Conducting a civil hearing is an enforcement approach used when voluntary compliance proves inadequate to resolve a violation. Enforcement of municipal law is necessary to protect the health and safety of the residents of the County. It is therefore important that hearings be conducted quickly and efficiently, maintaining order, fairness and respect for County employees and affected citizens. I will seek to render most decisions at the conclusion of the hearing, and understand that written orders must be completed within 14 days from the conclusion of each hearing.

Example of Written Decision:

BEFORE THE COMPLIANCE HEARINGS OFFICER
CLACKAMAS COUNTY, OREGON

COUNTY OF CLACKAMAS,

Petitioner,

v.

TYLER RHETT,

Respondent

File No(s): V0042722

FINAL ORDER

I. STATEMENT OF THE CASE

As Compliance Hearings Officer for Clackamas County, I held a hearing on March 9, 2023 at approximately 10:00 a.m. in the matter of Tyler Rhett (Respondent) at the County's Development Services Building located at 150 Beaver Creek Road in Oregon City via the Zoom platform. The County provided written and oral explanation of the procedure for participating in the hearing via the Zoom platform and/or by telephone. The Compliance Hearing Officer has jurisdiction to hear the matter pursuant to Clackamas County Code, § 2.07.020. Diane Bautista, County Code Enforcement Specialist, appeared and provided witness testimony on behalf of the County. Respondent Tyler Rhett appeared on his own behalf. The witnesses declared by oath or affirmation the truthfulness of their testimony. The Compliance Hearings Officer did not receive any written or oral ex parte communication on a fact in issue during the pendency of the proceedings.

The County presented evidence in support of its Complaint, including a Statement of Proof, Exhibits marked A through E, and witness testimony by Ms. Bautista. Respondent Tyler Rhett presented testimony and advocacy on his own behalf. The Compliance Hearings Officer made an audio record of the hearing. There were no objections and I received the evidence offered, a record of which I incorporate in the decision in this matter. The record is on file with the County.

II. ISSUE

Whether Respondent violated the Clackamas County Solid Waste and Waste Management Code Chapter 10.03 by storing inoperable and/or non-currently licensed vehicles and tires. This is a Priority 4 violation pursuant to the Clackamas County Violation Priorities.

III. FINDINGS OF FACT

1. Respondent's mailing address is 15671 S. Henrici Rd., Oregon City, OR 97045. Respondent owns and/or resides on property located at 15671 S. Henrici Rd., Oregon City, OR 97045, also known as T3S, R2E, Section 15A, Tax Lot 01013, located within Clackamas County (the "Property"). The Property is the location of the alleged violations asserted by the County. (Exhibits A, B)
2. On October 31, 2022, Clackamas County received a complaint regarding an accumulation of inoperable and/or non-currently licensed vehicles and debris, with the Complainant submitting pictures with the complaint. Diane Bautista, County Code Enforcement Specialist, reported she could not read the date of the tags on the 2000

1 of 6 – FINAL ORDER

Jeep Cherokee so she ran the license plate through DMV records and found that the tags had expired in November of 2021. (Exhibit A)

3. On November 1, 2022, Ms. Bautista sent a violation notice to the Respondent concerning the solid waste violation on the Property, including inoperable and/or non-currently licensed vehicles and miscellaneous debris including but not limited to tires and car parts, with a deadline of December 1, 2022 to abate the violation. The correspondence included a description of the violation, the actions required to abate the violation, and required notice of fines and penalties. (Exhibit B)
4. On December 6, 2022, Ms. Bautista conducted a site inspection of the Property, taking several photos and confirming that the non-currently licensed vehicles and tires remained on site. The photos taken by Ms. Bautista show numerous (approximately eight to ten) apparently inoperable and/or non-currently licensed vehicles and numerous tires and car parts stored out in the open on the Property, visible from adjacent properties and from the public roadway. (Exhibit C)
5. On December 7, 2022, Ms. Bautista issued Citation no. 2200427 to the Respondent in the amount of \$200 for the priority 4 solid waste code violation confirmed on December 6, 2022. Specifically: "Inoperable and non-currently licensed vehicles, tires and car parts" in violation of Chapter 10.03 of CCC Solid Waste and Waste Management, Section 10.03.060. The County issued the citation by first class mail to the Respondent's correct mailing address, the first class mail was not returned, and this citation has not been paid. (Exhibit D)
6. On January 24, 2023, Ms. Bautista returned and conducted another site inspection of the Property, taking several photos and confirming that the non-currently licensed vehicles and tires remain. The photos taken by Ms. Bautista show numerous inoperable and/or non-currently licensed vehicles and numerous junk tires and car parts stored out in the open on the Property, visible from adjacent properties and from the public roadway. (Exhibit E)
7. The County referred this matter to the Clackamas County Code Compliance Hearings Officer, sending the Respondent Notice of Hearing in this matter, together with Notice of Rights, copies of Exhibits submitted by the County, and information concerning the Zoom meeting process. Ms. Bautista testified concerning the actions the County has taken since receiving the complaint, and the County's efforts to obtain voluntary compliance in this matter, including the evidence the County submitted into the record. Respondent Tyler Rhett testified that he has abated the violation in the past by storing his vehicles in his shop. Mr. Rhett explained that most of these vehicles are "toys" that he cannot license, and he transports them on trailers. He believes there should be a "grace period" for when he returns from a trip. The County requested a Continuing Order requiring abatement of the violation.
8. At the close of the March 9, 2023 hearing, as Compliance Hearings Officer I found that the County met its burden to prove by a preponderance of the substantial evidence in the record that the solid waste violation existed and remained unabated.

2 of 6 – FINAL ORDER

I issued a written Continuing Order on March 9, 2023, consistent with the order given at the conclusion of the hearing, as follows:

The Respondent is ordered to bring the Property into compliance with the County's solid waste code within 30 calendar days of the March 9, 2023 hearing, or **by no later than April 8, 2023**, by screening all non-putrescible waste (solid waste such as car parts) and up to 2 inoperable and/or non-currently licensed vehicles. All other vehicles stored outside on the Property must be rendered operable and currently licensed to a legal resident of the Property, or must be removed from the Property. **No tires may be stored outside.**

9. The March 9, 2023 Continuing Order also required the County to provide a post-hearing status report advising whether the violations were abated as required. Ms. Bautista provided an April 12, 2023 written post hearing status report reporting that the subject property is in compliance with the Continuing Order. Specifically, Ms. Bautista reported that a site inspection of the Property was conducted on April 12, 2023, confirming that the solid waste has been abated. Specifically, the Property had only one operating and currently tagged vehicle on site. No debris, car parts or ties were stored outside. The County requested issuance of a Final Order imposing civil penalties, and an administrative compliance fee consistent with the Continuing Order.

IV. DISCUSSION

The Compliance Hearings Officer has jurisdiction and authority to enforce the Clackamas County Solid Waste Ordinance, and various other matters.¹ The County has the burden of proving each alleged violation by a preponderance of the substantial evidence in the record.² I reviewed and considered the evidence in this matter, including the witness testimony by Diane Bautista, County Code Enforcement Specialist, the County's supporting Exhibits A-E, and the testimony and advocacy by Respondent Tyler Rhett. I find that the evidence presented is reliable, probative and substantial evidence upon which to base a determination in this matter.

A. Clackamas County Solid Waste Code

The County alleges that the Respondent violated the Clackamas County Solid Waste and Waste Management Code Chapter 10.03 by storing inoperable and/or non-currently licensed vehicles and tires, a Priority 4 violation.

Clackamas County Code Chapter § 10.03.060.A. states in relevant part: "...no person shall store, collect, maintain, or display on private property, solid waste or wastes or recyclable material that is offensive or hazardous to the health and safety of the public, or which creates offensive odors, or a condition of unsightliness. Storage, collection, maintenance, or display of solid waste or wastes in violation of this Section shall be considered to be a public nuisance..." Clackamas County Code Chapter § 10.03.060.B. describes several solid waste or waste accumulation activities specifically identified as creating public nuisances. Among other things, this section prohibits:

¹ See Clackamas County Code § 2.07.020.

² See Clackamas County Compliance Hearings Officer Rules of Procedure § 11.2 (November 3, 2005)

* * *

4. Storing waste tires except as permitted pursuant to OAR Chapter 340.

* * *

7. Storing, collecting, maintaining, or displaying any licensed or unlicensed special vehicle or equipment that is immobile, inoperable, partially dismantled or dismantled, dilapidated, or fire damaged and is visible from the road or surrounding properties.

* * *

9. Storing, collecting, maintaining or displaying: residential, commercial and industrial appliances, equipment and furniture; vehicle parts; tires; scrap metal, or any other useless, unwanted or discarded material, or other similar non-putrescible solid waste or wastes, that is visible from the road or surrounding properties.

10. Storing, collecting, maintaining or displaying any antique, classic, race car or collectible vehicle that is inoperable and is visible from the road or surrounding properties.

11. Storing any inoperable vehicle or vehicles unless said vehicle or vehicles are housed within a permitted structure or development, except up to two vehicles per premise may be stored behind a sight-obscuring screen, in accordance with 10.03.060.C, and shall not be visible from the road or surrounding properties....”

* * *

The County provided witness testimony by Ms. Bautista, and supporting Exhibits A-E, including numerous photographs of the accumulation of solid waste on the Property. Specifically, the solid waste includes numerous (approximately eight to ten) inoperable and/or non-currently licensed vehicles, numerous junk tires, and car parts, stored out in the open and visible from surrounding properties and from the public roadway. Respondent Tyler Rhett does not dispute the fact present by Ms. Bautista. Rather, Mr. Rhett describes the vehicles as “toys” and states that they cannot be licensed. Mr. Rhett reported that he has stored his vehicles in his shop before, but points out it can be difficult when he returns from a trip late at night to do so.

I conclude based on the preponderance of the substantial evidence presented at the hearing that the Respondent violated the Clackamas County Solid Waste and Waste Management Code Chapter 10.03 by accumulating inoperable and/or non-currently licensed vehicles, junk tires, and car parts, a Priority 4 violation. This solid waste violation existed on December 6, 2022, the date for which the County issued citation no. 2200427 to the Respondent in the amount of \$200 for the solid waste violation, but was abated consistent with a March 9, 2023 Continuing Order issued in this matter.

B. Civil Penalties

Clackamas County Code § 2.07.120 provides for civil penalties within the range specified in Appendix B. I find the following aggravating and mitigating factors in this case: the Respondent, Tyler Rhett, abated the solid waste violation on the Property consistent with the requirements of the Continuing Order I issued on March 9, 2023, and as we discussed at the March 9, 2023 hearing. As discussed at the hearing and in the written Continuing Order, I stated that I would strongly consider the cooperation of Respondent in bringing the subject property into compliance when assessing an appropriate civil penalty in this matter. Based on the above discussion, I find that ordering minimum civil penalties of

\$100 for the abated Priority 4 solid waste violation, is appropriate due to these considerations, together with the unpaid \$200 citation.

The County Code provides for an administrative compliance fee calculated at the rate of \$75 per month starting November 1, 2022, the date the County provided notice of violation together with notice of fines and penalties, through April 12, 2023, when the violation was confirmed abated, totaling \$525.

V. CONCLUSION

The County met its burden of proving by a preponderance of the substantial evidence in the whole record. Specifically, Respondent violated the Clackamas County Solid Waste and Waste Management Code Chapter 10.03 by storing inoperable and/or non-currently licensed vehicles and tires, an abated Priority 4 violation.

VI. FINAL ORDER

Clackamas County Code § 10.03.400 provides for a civil penalty for these violations within the range established by Clackamas County Code § 2.07.120. The following is ORDERED in this matter:

- 1. Within 30 days of the date of this Order, Respondent Tyler Rhett is ordered to pay each citation together with civil penalties pursuant to Clackamas County Code § 2.07.120 Appendix B and an Administrative Compliance fee³, pursuant to Clackamas County Code § 1.01.090, as follows:

Citation No. 2200427-1: (\$200 Solid Waste)	\$ 200.00
Civil Penalty for 12/6/2022 – Abated Priority 4 Solid Waste violation	\$ 100.00
Administrative Compliance Fee:	<u>\$ 525.00</u>
TOTAL:	\$ 825.00

- 2. Respondent Tyler Rhett is ordered to reimburse the County for any expense the County incurs in collection of these monies, per Clackamas County Code Chapter 2.07.090(6).

Respectfully Submitted,

Dated: April 20, 2023


Carl D. Cox
Compliance Hearings Officer
14725 NE 20th St. #D-5
Bellevue, WA 98007
Tel: (503) 504-1770

³ Clackamas County Code § 1.01.090 provides for assessment of an administrative fee of \$75 per month to reimburse the County for administrative fees incurred in conjunction with this enforcement action. This fee is ordered as an estimated amount of the cost of enforcement, not to exceed actual cost.

NOTICES

This FINAL ORDER is effective ten calendar days after the date the Compliance Hearings Officer signs it unless, within that time, the Compliance Hearings Officer receives a written objection to the order. Such an objection shall be conveyed to the Compliance Hearings Officer through the County Code Enforcement staff mailing address or email address listed below. Such an objection shall state what changes the objector requests that the Compliance Hearings Officer make to the order and why such changes should be made, based on the applicable law and substantial evidence in the records. Absent compelling circumstances described and substantiated in an objection, the Compliance Hearings Officer shall consider and decide such objections without a public hearing. The County and/or the Respondent may file a timely objection.

Fines and costs imposed herein are a debt owed to the County, pursuant to ORS 30.460, and may be collected in the same manner as any other debt allowed by law. If fines and costs are not paid within 60 days after payment is ordered, the County may file and record the order for payment in the County Clerk Lien Records. The County may also institute appropriate suit or legal action in any court of competent jurisdiction to enforce any provisions of any order of the Compliance Hearings Officer. See Clackamas County Code § 2.07.110.

Any aggrieved party may file a writ of review as provided in ORS 34.010-34.100 to seek judicial review of the final order of a Compliance Hearings Officer, unless the Compliance Hearings Officer makes a land use decision, in which case the decision may be reviewed by the Oregon Land Use Board of Appeals pursuant to ORS Chapter 197. See Clackamas County Code § 2.07.130. However, this is NOT a final order.

CERTIFICATE OF SERVICE

I, Carl D. Cox, certify that on this day I sent a true and accurate copy of the foregoing FINAL ORDER by US Mail, first class postage pre-paid, in a properly addressed and sealed envelope, or via email transmission, to the following person(s) at the address shown, the last known address in the County files:

Tyler Rhett
15671 S. Henrici Rd.
Oregon City, OR 97045

Diane Bautista
Code Enforcement Specialist
150 Beaver Creek Rd.
Oregon City, OR 97045
dianebau@clackamas.us

Dated: April 20, 2023


Carl D. Cox, Attorney at Law

6 of 6 – FINAL ORDER

Potential Conflicts of Interest: I have no conflicts of interest, and am unaware of any potential conflicts of interest.

Certificate of Good Standing Oregon State Bar:



Certificate of Good Standing

State of Oregon)
) ss.
County of Washington)

I, Troy Wood, do hereby certify that I am Regulatory Counsel of the Oregon State Bar, and have access to the official files and records of the Oregon State Bar.

The official files and records of the Oregon State Bar indicate:

CARL D. COX, BAR NO. 932406

was admitted to practice law in the State of Oregon by Examination and became an active member of the Oregon State Bar on September 23, 1993.

There are no grievances or disciplinary proceedings presently pending against this member.

No disciplinary action has been taken against this member in the past by the Oregon Supreme Court or the Oregon Disciplinary Board.

Mr. Cox is an Active member of the Oregon State Bar in good standing, licensed and entitled to practice law in all the courts of the State of Oregon.

DATED this 6th day of October, 2023.

A handwritten signature in black ink, appearing to read "Troy Wood", written over a horizontal line.

Troy Wood
Regulatory Counsel
Oregon State Bar

This certificate expires 60 days from the date of issuance

16037 SW Upper Boones Ferry Road, PO Box 231935, Tigard, Oregon 97281-1935
(503) 620-0222 toll-free in Oregon (800) 452-8260 fax (503) 684-1366

www.osbar.org

Scope of Work: I believe it is the responsibility of the County Code Compliance Hearing Officer to ensure that each party is treated with respect, that the process is transparent, and each party is provided an opportunity to present evidence to support their position. I believe that it is the Hearing Officer's responsibility to direct each hearing in a manner that maintains an atmosphere of respect for each party, to be organized and prepared, and to ask necessary questions. It is also the Hearing Officer's responsibility to resolve each matter in a timely manner. I will provide clear and concise written orders resolving the issues presented, and will provide orders in an expedited manner, as circumstances require. My decisions will be well-reasoned and grounded in the law, with necessary research conducted in an efficient manner. I believe my experience and successful performance as the County's Code Compliance Hearings Officer makes me the best-qualified candidate for this position. I am eager to provide the services you require.

Fees: I will provide the requested Code Compliance Hearings Officer services for an hourly fee of \$170, billed in minimum 1/4-hour increments, not to exceed the stated contract amount. I will submit invoices accurately identifying compensable time and services rendered by case.

References:

Ken Onyima, Senior Development Planner
City of Gresham
Phone: 503-618-2521
ken.onyima@greshamoregon.gov

Amy Bright, Planner
City of Monroe
Phone: 360-863-4533
abright@monroewa.gov

Joe Turner
Joe Turner P.C. Municipal Hearings Officer
Phone: 503.663.7092
jtpc1@icloud.com

Additional References: Please feel free to contact County employees familiar with my qualifications, including:

Jeffrey Munns
Senior Legal Counsel
Clackamas County
JMunns@co.clackamas.or.us
503-742-5984

Michelle Amend
Code Enforcement Supervisor
Clackamas County
mamend@clackamas.us
503.742.4785

PROPOSAL CERTIFICATION
RFP #2023-74

Submitted by: Carl Douglas Cox
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

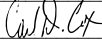
SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: 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.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Carl D. Cox Date: 10/10/2023
Signature:  Title: Attorney at Law
Email: carldcox1@yahoo.com Telephone: (503) 504-1770
Oregon Business Registry Number: n/a-sole prop. OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: Washington